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MAR 20 3 28 PM '96

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 3

STATE OF KANSAS, ex rel.,)
CARLA J. STOVALL, Attorney General,)
)
Plaintiff,)
)
vs.)
)
RUSSELL A. CAMPBELL d/b/a)
C & B DELIVERIES,)
)
Defendant.)

Case No. 95 CV 1206

Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this ____ day of March, 1996, the plaintiff's motion for approval of consent judgment comes before the court for consideration under K.S.A. 50-632(b). The State of Kansas, ex rel., Carla J. Stovall, Attorney General, appears by and through James J. Welch, Assistant Attorney General. The defendant, Russell A. Campbell d/b/a C & B Deliveries, appears through Randy L. Baird, 1243 South Topeka Boulevard - Suite B, Topeka, Kansas, attorney for defendant.

WHEREUPON, the parties advise the court that they have stipulated and agreed to the following:

1. Carla J. Stovall is the Attorney General of the State of Kansas.

2. Defendant Russell A. Campbell currently resides at 501 SE Eighth Street, Topeka, Kansas and has a fixed residence at 309 South Buchanan, Marion, Illinois 62959.

3. The defendant Russell A. Campbell d/b/a C & B Deliveries, is a supplier within the definition of the Kansas Consumer Protection Act, K.S.A. 50-624(i).

4. The defendant has engaged in consumer transactions as defined by K.S.A. 50-624(c) and (h).

5. The court has personal and subject matter jurisdiction over the parties.

6. The Attorney General alleges the following acts and practices by the defendant are violations of the Kansas Consumer Protection Act and are deceptive and unconscionable:

- (a) Defendant solicits prospective consumers by use of mass media radio broadcasts during which defendant
 - (i) represents that defendant is a company called United Trucking that has suffered an emergency breakdown in the immediate area;
 - (ii) represents that said truck is loaded with Anchor Hocking;
 - (iii) represents that an emergency sale will be taking place in the immediate area.
- (b) Defendant Russell A. Campbell d/b/a C & B Deliveries solicited and sold cookware, ovenware and foodware at a

place other than the usual place of business of the defendant for a purchase price of \$25.00 or more

- (c) That such solicitations constitute door-to-door sales and are subject to the provisions of K.S.A. 50-640.
- (d) The Attorney General alleges that defendant's solicitation and sale wherein defendant failed to provide to the Kansas consumer the notice of cancellation required by K.S.A. 50-640(b)(2) constitutes a deceptive act in violation of K.S.A. 50-626 as amended in K.S.A. 50-640(b).
- (e) The Attorney General alleges that the defendant represented that the cookware was in fact Anchor Hocking when in fact there was no Anchor Hocking cookware in the possession of the defendant or on the defendant's truck. Said representation is in violation of K.S.A. 50-626(b)(2). The Attorney General further alleges that the representations concerning the actual existence of a sale price or the reason for selling the cookware, ovenware and/or foodware at a discounted door-to-door price was false and misleading and in violation of K.S.A. 50-626(b)(1)(D) and K.S.A. 50-626(b)(10).

7. The defendant voluntarily agrees to this consent judgment without trial or adjudication of any issue of fact or law.

8. The provisions of this consent judgment will be applicable to the defendant, and every employee, agent or representative of the defendant.

9. The defendant agrees to make available and/or disclose the provisions of this consent judgment to his employees, agents and representatives.

10. The defendant agrees to refrain from and to be enjoined from engaging in all acts and practices alleged by the State of Kansas to be deceptive and unconscionable as set forth above in paragraph number six (6).

11. Defendant agrees to make refunds to all consumers who have complained or will complain to the Attorney General's office about the above-described solicitation regardless of the date, terms or conditions of their purchase. Such refunds will be executed within approximately forty-eight (48) hours of written notice to defendant of the complaint.

12. Defendant agrees to pay \$1,500.00 in investigative fees and expenses to the Attorney General of the State of Kansas and a \$500.00 civil penalty to the State of Kansas. Payment shall be made to the Office of the Attorney General of the State of Kansas by United States currency currently in the possession of the Shawnee County Sheriff's Department and under Sequestration Order of the Honorable Marla J. Luckert, District Court Judge, Division 3, Shawnee County District Court, and shall be delivered to the Attorney General at the time of filing the Consent Judgment.

13. Defendant agrees to give a \$500.00 charitable donation to the charity selected by the Attorney General at the time of filing the consent judgment by the Attorney General. Payment shall be made in United States currency from monies currently held by the

Sheriff's Department and subject to Order of Sequestration by the Honorable Marla J. Luckert, District Court Judge, Division 3, Shawnee County District Court, at the time of the filing of the consent judgment.

14. The defendant agrees to pay all court costs and filing fees.

15. The defendant agrees to produce a log or list of the names of people he sold products to for all or part of the business day of November 8, 1995.

16. The defendant agrees that the \$1,500.00 investigative fees, the \$500.00 civil penalty and the \$500.00 charitable donation may be removed from the monies currently held by the Shawnee County Sheriff's Department under Sheriff's Office case number 95-15517 and currently subject to the Order of Sequestration by the Honorable Marla J. Luckert, District Court Judge.

17. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this consent judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction of enforcement of this consent judgment, for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof.

18. If any portion, provision, or part of this consent judgment is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder

and shall not affect the validity or enforceability of the remaining provisions, portions or parts.

19. Compliance with this consent judgment does not relieve the defendant of any obligation imposed by applicable federal, state or local law, nor shall the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under her jurisdiction.

20. The defendant agrees to, as soon as practicable, take possession of his truck and other property and further agrees to pay to Brown's Super Service the appropriate towing and storage bills.

21. Defendant further agrees that should any and all payments set forth herein not be made through the amounts subject to the Sequestration Order that the defendant agrees that he is personally liable for all amounts.

22. The parties understand that this consent judgment shall not be construed as an approval of or sanction by the Attorney General of the business practices of the defendant nor shall the defendant represent the decree as such an approval. The parties further understand that any failure by the State of Kansas or by the Attorney General to take any action in response to any information submitted pursuant to the consent judgment shall not be construed as an approval of or sanction of any representations, acts or practices indicated by such information, nor shall it preclude action thereon at a later date.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of the court and any monies owed hereunder by defendant immediately becomes a judgment upon filing and shall not be dischargeable.

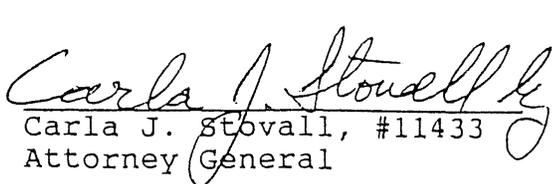
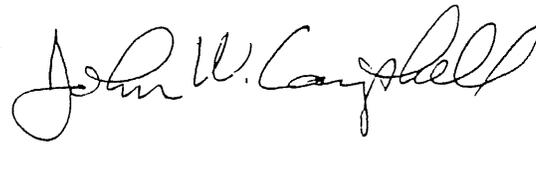
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the court hereby approves the terms of the consent judgment and adopts the same as the order of the court.

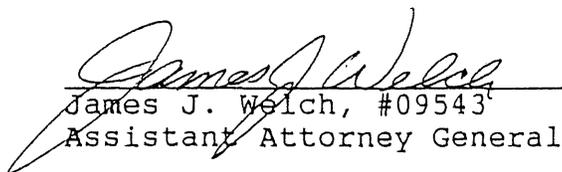
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the defendant will pay all court costs and filing fees.

IT IS SO ORDERED.

JUDGE OF THE DISTRICT COURT

APPROVED BY:

 
Carla J. Stovall, #11433
Attorney General

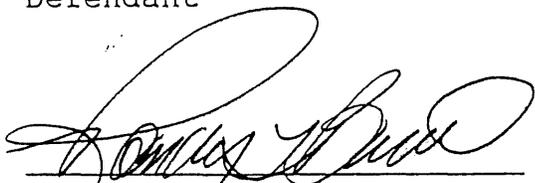

James J. Welch, #09543
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Attorneys for plaintiff


Russell A. Campbell
d/b/a C & B Deliveries

Defendant


Attorney for defendant