

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

MAR 22 3 35 PM '96

STATE OF KANSAS,)
 CARLA J. STOVALL, Attorney General)
)
 Plaintiff,)
)
 vs.)
)
 JACK R. LOOS, d/b/a HIGH)
 SCHOOL SPORTS SCHEDULE)
)
 Defendant.)

Case No. 96CV322
 Division

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, Jack R. Loos d/b/a High School Sports Schedule appears through F. A. White, Jr., attorney for the 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 Jack R. Loos resides at 6902 North Wyandotte, Gladstone, Missouri 64118.
3. Defendant High School Sports Schedule is a Missouri business with its principal place of business at 6902 North Wyandotte, Gladstone, Missouri 64118.
4. Defendant solicits Kansas consumers for the sale of goods and services related to advertising.

5. Defendant is a supplier within the definition of K.S.A. 50-624(i) and engaged in consumer transactions within the definition of K.S.A. 50-624(c) and (h).

6. The Court has personal and subject matter jurisdiction over the parties.

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

(a) defendant solicits prospective advertising consumers by telephone, during which defendants:

(i) Represent that defendants are affiliated with area high schools;

(ii) Represent that all local businesses would receive a copy of the schedules and/or that the schedules would be distributed at the school's games; and

(iii) Represent that proceeds from advertising sales would benefit area high schools.

(b) The Attorney General alleges that defendants' solicitation fails to disclose that neither defendant nor any agent or employee of defendant is affiliated with area high schools. Said failure is a violation of K.S.A. 50-626(b)(1)(B).

(c) The Attorney General alleges that defendant represented that all local businesses would receive a copy of the schedules and/or that the schedules would be distributed

at the schools games, although they did not. Said failure is a violation of K.S.A. 50-626(b)(2).

- (d) The Attorney General alleges that defendant represented that proceeds from the advertising sales would benefit area high schools, although the schools received no portion of the proceeds. Said representation would be a violation of K.S.A. 50-626(b)(1)(A).

8. That although the defendant voluntarily agrees to this consent judgment without trial or adjudications of any issue of fact or law; the parties hereto agree that this agreement shall not be deemed to be an admission of the violation of K.S.A. 50-626(b)(1)(B).

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

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

11. 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 in paragraph number seven (7).

12. 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. That any such complaint for refund will be valid only if made within a period of six months following the date of the signing of this consent order.

13. Defendant has agreed to pay and has, in fact, paid to the Kansas Attorney General's office the sum of \$2,000.00 as full and final settlement in this case of the claims filed by eighteen (18) consumers enumerated in Exhibit A, attached. Exhibit A includes those consumers who purchased advertising from defendant, and is incorporated by reference. The \$2,000.00 sum, also, would cover any costs for investigative fees and expenses incurred by the Attorney General of the State of Kansas as well as any civil penalties to the State of Kansas at the time of filing this consent judgment. Said sum represents the full and final settlement agreed upon by the parties, hereto.

14. 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.

15. 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.

16. 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.

17. 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 the defendant immediately becomes a judgment upon filing and shall not be dischargeable.

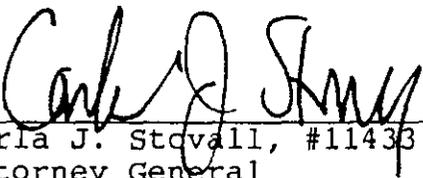
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the consent judgment and adopts the same as the order of the Court.

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

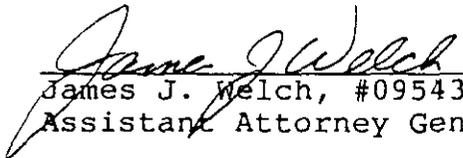
IT IS SO ORDERED.

JUDGE OF THE DISTRICT COURT

APPROVED BY:



Carla J. Stovall, #11433
Attorney General



James J. Welch, #09543
Assistant Attorney General

Jack R. Loos

Jack R. Loos
Defendant

E. A. White, Jr.

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