

95-021

Robert E. Hiatt, 13810
Assistant Attorney General
Office of the Attorney General
301 SW 10th
Topeka, Kansas 66612-1597
(913) 296-3751

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
Division 15

STATE OF KANSAS, *ex rel.*
CARLA J. STOVALL, Attorney General

Plaintiff,

vs.

TYRONE ROBINSON d/b/a A.I.S., INC.
d/b/a COMPUTERES & NETWORKING CENTER
d/b/a ADVANCED INFORMATION SERVICES
d/b/a MICROBOSS;

Defendant.

Case No. 95 C 12715

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 29 day of March, 1996, Plaintiff's Petition for Approval of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). Plaintiff, the State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, appears by and through Robert E. Hiatt, Assistant Attorney General. Defendants Tyrone Robinson, d/b/a A.I.S., Inc. d/b/a Computers & Networking Center d/b/a Advanced Information Services d/b/a Microboss, appears by and through Robert Berger.

Whereupon, the parties advise the Court that they have stipulated and agree to the following matters:

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

CLERK OF DISTRICT COURT
JOHNSON COUNTY, KS.

'96 APR -2 A9:19

3. Defendant Tyrone Robinson is an individual and a corporation organized under the laws of the state of Kansas. The principal office of Tyrone Robinson d/b/a A.I.S., Inc., Computers & Networking Center d/b/a Advanced Information Services d/b/a Microboss is located at 12201 West 87th Parkway, Lenexa, Kansas 66215. ^{ROR}
^{A.I.S., Inc. KEA}

4. The only officer and shareholder of ~~Microboss~~ are Tyrone Robinson.

5. Defendants are suppliers within the definition of K.S.A. 50-624(I) and have engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c) and (h).

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

7. Defendants are engaged in the business of the sale and servicing of electronic equipment and computers which defendants manufacture.

8. The Attorney General alleges that the Defendants engaged in the following acts and practices which are deceptive and/or unconscionable and violate the Kansas Consumer Protection Act:

- a. Defendants represented to various consumers that he would sell, repair and/or upgrade various pieces of computer or electronic equipment in a timely manner.
- b. Defendants did not repair and/or upgrade the consumer's computers or electronic equipment and failed to notify the consumers of the fact that their equipment had not been repaired for several months.
- c. Plaintiff, the State of Kansas *ex. rel.* Carla J. Stovall the Attorney General of the State of Kansas, alleges that the actions of the Defendants constitute deceptive and/or unconscionable acts which are violations of K.S.A. 50-626(b)(3) and K.S.A. 50-627.

9. Defendants, by entering into this Consent Judgment, are not admitting the violations of the Kansas Consumer Protection Act alleged herein. This consent judgment shall not have res judicata or collateral estoppel effect as to exceptions to dischargeability under 11 U.S.C. § 523, except as to the parties to this Consent Judgment.

10. Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive or unconscionable in paragraph eight above of this Consent Judgment, and Defendants agree that engaging in such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Order.

11. Defendants agree to refrain from and to be permanently enjoined from engaging in any and all deceptive and/or unconscionable acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, as it now exists or as amended in the future and Defendants agree that engaging in such acts or practices after the date of this Consent Judgment shall constitute a violation of this Order.

12. The provisions of this Consent Judgment will be applicable to Defendants, and every employee, agent or representative of Defendants.

13. Defendants agree to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives within five days of signing the Consent Judgment.

14. Defendants agree to resolve any future complaints filed with the Office of the Attorney General, regardless of when the subject of the complaint and/or the underlying transaction took place, regarding Defendants and/or any entity owned or controlled by the Defendants after the date of this Consent Judgment. Defendant shall undertake reasonable efforts to resolve each complaint to the satisfaction of the Attorney General within 30 days of the date such complaint is forwarded to Defendants for resolution. Resolution may include, at the Attorney General's discretion, a refund of all monies paid by a consumer or a return of property or such other relief as the Attorney General's office directs. Defendants agree that the District Court of Johnson County will have continuing jurisdiction over this matter and is empowered to enter further equitable Orders as the Court deems necessary.

15. Defendants agree to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structures, for the purpose of avoiding compliance with the terms of this Consent Judgment.

16. Defendants agree to undertake reasonable efforts to resolve all complaints presently on file with the Kansas Attorney General within 20 days. (See an attached list marked as Exhibit "A") Defendants will provide Plaintiff full and complete documentation on each and every complaint within 10 days of the filing of this Consent Judgment. Documentation is meant to include, but is not limited to, receipts signed by the consumer evidencing receipt by the consumer of his or her property and/or copies of all documents evidencing the payment of restitution to the owner.

17. Defendants agree to pay \$1,000.00 in investigation fees and expenses to the "Office of the Attorney General" of the State of Kansas. Payment shall be made by certified checks and shall be delivered to the Attorney General of the State of Kansas at the time of signing this Consent Judgment.

18. Defendants agree to cooperate with the Attorney General and to provide for the return of any and all computer and/or electronic equipment owned by various consumers, who have filed complaints with the Attorney General and other consumers who are similarly situated, in his possession. Cooperation includes but is not limited to, allowing the Attorney General or her agents to enter the business, warehouses, storage units and/or the Defendants home, after 24 hours notice, to locate, identify and distribute the property of the various consumers. The Defendants further agree to provide the Attorney General or her agents a complete list of all property (i.e., computer and/or electronic equipment) in his possession or wherever located that belongs or belonged to others as of March 9, 1996, within 10 days.

19. Defendants agree to pay all expenses and reasonable attorneys' fees in connection with the collection of any amounts in this judgment, provided Defendants do not pay the amounts as agreed herein within the time frame stated.

20. Defendants agree to maintain all business records for a period of three years and to allow the Attorney General to inspect all of Defendants' business records in the future after reasonable notice.

21. 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 modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof.

22. 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.

23. Compliance with this Consent Judgment does not relieve Defendants 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.

24. 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 Defendants nor shall Defendants 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 fact and conclusions of law of the Court and any monies owed hereunder by Defendants immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor of Plaintiff in the amount of \$ 1000.00 for fees and expenses of the Plaintiff.

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.

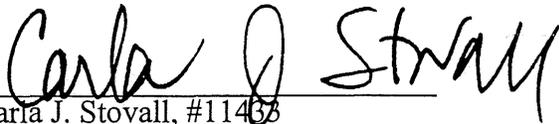
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Ex Parte Order of sequestration is no longer in effect upon the filing of this Consent Judgement.

IT IS SO ORDERED.

EMERSON E. SHEPARD

DISTRICT COURT JUDGE

Approved by:

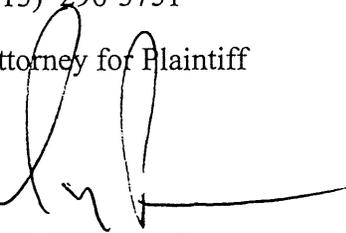


Carla J. Stovall, #11438
Attorney General



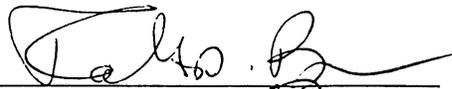
Robert E. Hiatt, #13810
Assistant Attorney General
Kansas Judicial Center
Topeka, Kansas 66612-1597
(913) 296-3751

Attorney for Plaintiff



Tyrone Robinson
14106 West 87th Terrace,
Lenexa Kansas 66215
12201 West 87th Parkway,
Lenexa Kansas 66215

Defendant



Robert Berger # 1250
Lentz & Clark
9260 Glenwood,
Overland Park Kansas 66212

Attorney for Defendants