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FILED BY CLERK
KS DISTRICT COURT
3RD JUDICIAL DISTRICT

SEP 23 1 20 PM '96

GENERAL JURISDICTION
TOPEKA, KANSAS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Division 3

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

Plaintiff,

vs.

Barbara J. Soza and Robert Soza
d/b/a Soza Auto,
Kansas Dealership No. D-2028

Defendants.

Case No. 96CV1045

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 23rd day of September, 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 James J. Welch, Assistant Attorney General. Defendants Barbara J. Soza, Robert Soza, and Soza Auto, Kansas Dealership No. D-2028 appear by and through Robert E. Tilton.

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

1. In lieu of investigating or continuing the action, the signing parties acquiesce in and accept this consent judgment with respect to acts and practices alleged in this lawsuit to be violations of the Kansas Consumer Protection Act. The consent judgment entered into herein

- pursuant to law, shall not be deemed to admit a violation of the Consumer Protection Act by any consenting defendant..

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

3. The Attorney General's authority to bring this action is derived from the statutory and common law of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*

4. Defendant Soza Auto, Kansas Dealership No. D-2028 is a partnership owned by defendants Barbara J. Soza and Robert Soza.

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 stipulate and waive any objection to venue in Shawnee County.

8. Defendants are licensed vehicle dealers in the state of Kansas, selling used vehicles under license number D-2028.

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

a. Charles Blalock set back the odometer of a motor vehicle, to wit, 1992 Chevrolet Suburban, Vehicle Identification Number 1GNFK16K3NJ309781, so as to reflect a lower mileage (39,779 miles) than the true mileage traveled by the motor vehicle (60,200 miles).

b. Defendants, with another person, to wit, Charles Blalock, violated the provisions of K.S.A. §21-3757 with regard to the above described 1992 Chevrolet Suburban.

c. Defendants sold, on February 22, 1995, the above-described 1992 Chevrolet Suburban, Vehicle Identification Number 1GNFK16K3NJ309781, to USA Auto with the intent to defraud, knowing the odometer reflected lower mileage (39,779 miles) than the true mileage (60,200 miles) of such motor vehicles.

10. Defendants voluntarily admit liability and agree to this Consent Judgment without trial or adjudication of any issue of fact or law.

11. 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 (8) of this Consent Judgment, and Defendants agree that engaging in such acts or similar acts, after the date of this Consent Judgment, will constitute a violation of this Order.

12. 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 will constitute a violation of this Order.

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

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

15. Defendants agree to resolve any future complaints filed with the Office of the Attorney General regarding Defendants after the date of this Consent Judgment to the satisfaction of the Attorney General within 30 days of the date such complaint is forwarded to Defendants for resolution.

16. 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.

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. In addition, Defendants agree to pay a \$500.00 charitable donation to a charity chosen by the Attorney General and \$500.00 in civil penalties to the "State of Kansas". Payment for investigative fees and expenses, civil penalties, and charitable donations shall commence on September 10, 1996 with a payment of \$100.00, and shall be made in the sum of \$100.00 per month, on the tenth (10th) day of each month thereafter, until the entire amount payable is satisfied. It is expressly understood and agreed that if default be made in the payment of any one of the installments above provided for, after the same becomes due and payable, then the whole amount and each and every unpaid installment shall, at the election of the Plaintiff, without notice, at once become and be due and payable. Default is defined as the failure of the defendant to make a monthly installment payment on or before the tenth (10th) day of the month.

18. Defendants agree to pay all expenses and reasonable attorney's 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.

19. Defendants agree to maintain all business records for a period of five years and to allow the Attorney General to inspect all of Defendants' business records in the future.

20. 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.

21. 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.

22. 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.

23. 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.

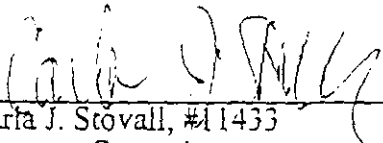
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor Plaintiff in the amount of \$2,000.00.

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.

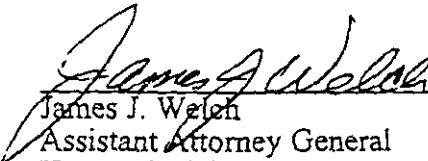
IT IS SO ORDERED.


DISTRICT COURT JUDGE

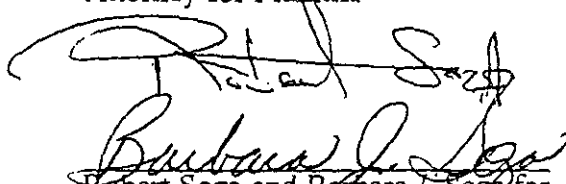
Approved by:



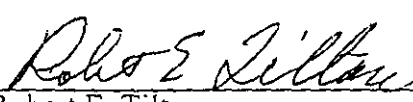
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