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GENERAL JURISDICTION  
TOPEKA KANSAS

James J. Welch, # 09546  
Assistant Attorney General  
Kansas Judicial Center  
Topeka, Kansas 66612-1597  
(913) 296-3751

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 3

STATE OF KANSAS, *ex rel.* )  
CARLA J. STOVALL, Attorney General, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
PMI Publishing, Inc., )  
d/b/a The Law Enforcement Journal; )  
d/b/a The National Law Enforcement Journal; )  
d/b/a The Trooper Recovery Journal; )  
d/b/a War on Narc Prevention; and )  
Pavnouty Maximous Ibrahim, )  
 )  
Defendants. )  
\_\_\_\_\_ )

Case No. 96-CU-1149

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 16<sup>th</sup> day of Oct, 1996, the plaintiff's petition for approval of consent judgment comes before the court for consideration. The State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, appears by and through James J. Welch, Assistant Attorney General. Defendants, on advice of counsel, appear pro se.

WHEREUPON, the parties advise the court that they have stipulated and agreed as follows:

1. Carla J. Stovall is the Attorney General of the State of Kansas.
2. Defendant Pavnouty Maximous Ibrahim is a Texas resident, ~~and his last known address is~~

~~11303 Dorrance, Stafford, Texas 77477.~~

3. Defendant PMI Publishing, Inc., d/b/a The Law Enforcement Journal; The National Law Enforcement Journal; The Trooper Recovery Journal; and War on Narc Prevention, is a Texas corporation which had its principal place of business at 7322 SW Freeway, Suite #420, Houston, Texas 77074.
4. Defendants, prior to December, 1994, solicited prospective advertising consumers in Kansas for the above-mentioned publications.
5. Defendants admit the Court has personal and subject matter jurisdiction over the parties for the purpose of this judgment and the enforcement thereof.
6. Defendants were, prior to December 1994, suppliers 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).
7. The Attorney General alleges the Defendants engaged in the following acts and practices which are deceptive and unconscionable and in violation of the Kansas Consumer Protection Act.
  - (a) Defendants solicited prospective advertising consumers by telephone, during which Defendants:
    - (i) Represented that Defendants publish law enforcement publications which benefit injured Kansas Highway Patrol Troopers and their families;
    - (ii) Represented that the consumer's purchase of advertising will benefit injured Kansas Highway Patrol Troopers and their families; and
    - (iii) Represented that, upon purchase of an advertisement in Defendants' publications, the consumer will receive a window decal which will cause law enforcement officers not to issue speeding tickets to the consumer.
  - (b) Defendants' solicitation failed to disclose that neither Defendants nor any agent or

employee of Defendants is affiliated with local law enforcement agencies. Said failure is a violation of K.S.A. §50-626(b)(1)(B).

(c) Defendants represented that advertising purchases would benefit injured Kansas Highway Patrol Troopers and their families, although they did not. Said representation is a violation of K.S.A. §50-626(b)(1)(A).

(d) Defendants represented to consumers that they had previously placed advertisements in Defendants' publications, although they had not. Said representation is a violation of K.S.A. §50-626(b)(2).

(e) Defendants failed to furnish consumers with written confirmation of the sale before accepting payment for advertising. Said failure is a violation of K.S.A. §50-672(b).

(f) The transaction Defendants induced consumers to enter into was excessively one-sided in favor of Defendants.

(g) The materials provided to potential Kansas consumers represented that advertising, distribution, and disbursement of donations will remain in Kansas, although Defendants publish no such Kansas edition of Defendants' publications. Said representation is a violation of K.S.A. §50-626(b)(2).

(h) Defendants provided materials to consumers which represented that Defendants' publications are "distributed to the state troopers, law enforcement officers, and agencies at the state, county, and local levels", although such agencies in Kansas do not receive Defendants' publications. Said representation is a violation of K.S.A. §50-626(b)(1)(F).

8. Although Defendants deny the above allegations, Defendants voluntarily agree to this consent judgment without trial or adjudication of any issue of fact or law.

9. The provisions of this consent judgment will be applicable to the Defendants, and every

- employee, agent or representative of the Defendant corporation.
10. The Defendants agree to make available and/or disclose the provisions of this consent judgment to Defendants' employees, agents and representatives, telemarketers, or any other enterprise reaching into Kansas.
  11. Defendants agree 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. Defendants agree to refund the full and complete purchase price, plus \$2.00 each as compensation for their own postage and other expenses, to the nine (9) consumers enumerated in Exhibit A, attached, for a total of \$2,302.50, plus \$18.00 in postage expenses. Exhibit A includes those consumers who purchased advertising from Defendants during the time period from October 22, 1992 to November 5, 1994, and is incorporated by reference.
  13. Defendants agree 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 will be made to the Office of the Attorney General of the State of Kansas.
  14. Defendants agree to give a \$1,000.00 charitable donation to the D.A.R.E. program. Payment will be made and delivered to the Attorney General.
  15. Defendants agree to pay \$300.00 per month, beginning <sup>October</sup>~~April~~ 1, 1996 until all items in numbers 12, 13, and 14 above have been paid in full. Defendants agree and acknowledge that Defendants' failure to make said payments at the times specified will result in the entire amount being due and payable, subject to recovery by post-judgment recovery methods.
  16. Defendants agree to pay all court costs and filing fees.
  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 will be severed from the remainder and will not affect the validity or enforceability of the remaining provisions, portions or parts.
19. Compliance with his Consent Judgment does not relieve the Defendants of any obligation imposed by applicable federal, state, or local law, nor will the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under her jurisdiction.
20. The parties understand that his Consent Judgment will not be construed as an approval of or sanction by the Attorney General of the business practices of the Defendants nor will the Defendants represent the decree as such as 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 will not be construed as an approval of or sanction of any representations, acts or practices indicated by such information, nor will it preclude action thereon at a later date.

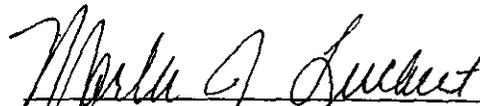
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any moneys owed hereunder by Defendants immediately become a judgment of the Court upon filing.

**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

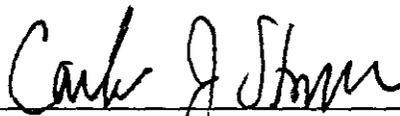
terms of the consent judgment and adopts the same as the order of the Court.

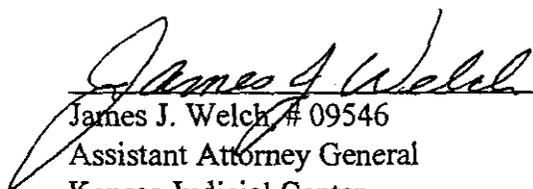
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Defendants will pay all court costs and filing fees.

**IT IS SO ORDERED.**

  
DISTRICT COURT JUDGE

Approved by:

  
CARLA J. STOVALL, #11433  
Attorney General

  
James J. Welch # 09546  
Assistant Attorney General  
Kansas Judicial Center  
Topeka, Kansas 66612-1597  
(913) 296-3751

Attorneys for plaintiff

  
Pavnouty Maximous Ibrahim, Individually and as  
Authorized representative of PMI Publishing, Inc.