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FILED BY CLERK
KS DISTRICT COURT
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TOPEKA, KANSAS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 6

STATE OF KANSAS, *ex rel.*)
CARLA J. STOVALL, Attorney General,)
)
Plaintiff,)
)
vs.)
)
Wal-mart Stores, Inc. d/b/a Wal-mart's)
Hypermart Store,)
)
Defendant.)

Case No. 97CV543

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 22nd day of APRIL, 1997, 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. Defendant Wal-mart Stores, Inc. d/b/a Wal-mart's Hypermart Store, appears Pro Se, having received the advice and assistance of Paula Martucci, Esquire, of the Wal-Mart Legal Team.

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.
2. 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.*

3. Defendant Wal-mart Stores, Inc. is a foreign corporation organized under the laws of the state of Delaware. The principal office of the corporation is located at 702 S.W. 8th Street, Department 8013, Bentonville, Arkansas 72716-8017.

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

5. Defendant admits the Court has personal and subject matter jurisdiction over the parties.

6. Venue is proper in Shawnee County because an act or practice declared to be a violation of the Kansas Consumer Protection Act occurred in such county.

7. Defendant does business as Wal-mart's Hypermart Store at 1501 S.W. Wanamaker, in Topeka, Kansas.

8. Defendant is a grocery/discount store that offers meat for sale.

9. The Attorney General alleges that Defendant engaged in acts and practices which are deceptive and/or unconscionable and violate the Kansas Consumer Protection Act. Defendant offered for sale and sold meat in quantities larger than one pound, representing the total price of such meat without disclosing the price-per-pound. This constitutes a violation of K.S.A. §50-903(b)(4).

10. Defendant, by entering into this Consent Judgment, shall not be deemed to admit the violation of the Kansas Consumer Protection Act alleged herein.

11. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

12. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive or unconscionable in paragraph nine (9) of this Consent Judgment, and Defendant agrees that engaging in such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Order.

13. The parties agree that this Consent Judgment resolves all issues under the Kansas Consumer Protection Act relating to the acts and practices alleged to be deceptive or unconscionable in paragraph nine (9) of this Consent Judgment up through the date of the execution of this Consent Judgment. Pursuant to the terms of this Consent Judgment, the Kansas Attorney General agrees that she and her office will not pursue any claims, demands, or causes of action under the Kansas Consumer Protection Act against Wal-mart's Hypermart Store for the acts and practices alleged to be deceptive or unconscionable in paragraph nine (9) of this Consent Judgment up through the date of the execution of this Consent Judgment, excepting only any action which may be required to enforce the provisions of this Consent Judgment as set forth in paragraph 19 below.

14. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to its Kansas employees, agents, and representatives within ten days of signing the Consent Judgment.

15. Defendant agrees to resolve any future complaints regarding meat sales filed with the Office of the Attorney General regarding Defendant 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 Defendant for resolution.

16. Defendant agrees 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. Defendant agrees to pay \$ 20,000.00 in investigation fees and expenses to the "Office of the Attorney General" of the State of Kansas. In addition, Defendant agrees to pay a \$ 10,000.00 charitable donation to a charity or charities chosen by the Attorney General and \$ 10,000.00 in civil penalties to 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. Defendant agrees to maintain all business records regarding the sale of meat products in the State of Kansas by Wal-mart's Hypermart Store for a period of five years and to allow the Attorney General to inspect all of Defendant's business records in the future regarding the sale of meat in the State of Kansas.

19. 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.

20. 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.

21. Compliance with this Consent Judgment does not relieve 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.

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 Defendant nor shall 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 fact and

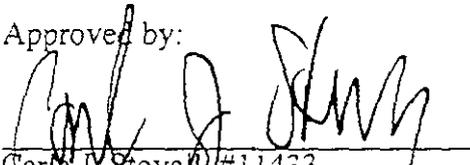
conclusions of law of the Court and any monies owed hereunder by Defendant immediately become a judgment upon filing.

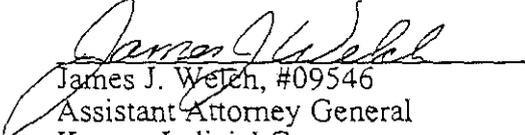
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$ 40,000.00.

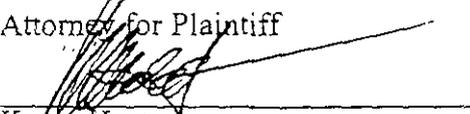
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

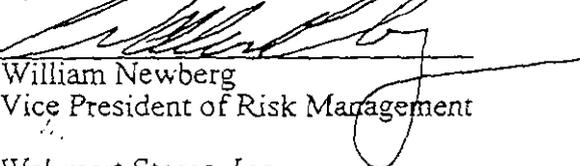
IT IS SO ORDERED.


DISTRICT COURT JUDGE

Approved by:

Carla J. Stovall, #11433
Attorney General


James J. Welch, #09546
Assistant Attorney General
Kansas Judicial Center
Topeka, Kansas 66612-1597
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Attorney for Plaintiff

Keith Husted
Director of Quality Assurance


William Newberg
Vice President of Risk Management

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Defendant

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