

James J. Welch, #09546  
Assistant Attorney General  
Office of the Attorney General  
301 SW 10th  
Topeka, Kansas 66612-1597  
(913) 296-3751

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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.

DONALD CALVIN ROBERTSON,  
d/b/a GET KLEEN SALES;

Defendant.

Case No. 97 CV 996

Petition Pursuant to K.S.A. Chapter 60

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 7<sup>th</sup> day of August, 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 Donald Calvin Robertson, d/b/a Get Kleen Sales, appears pro se.

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. Defendants Donald Calvin Robertson and Get Kleen Sales are, respectively, a Texas resident and a sole proprietorship organized under the laws of the state of Texas. The principal office of the business is located at 4101 SW Green Oaks Boulevard, Box 512, Arlington, Texas 76016.

4. Defendant Donald Calvin Robertson may be served with process at 2021 South Akin, Texarkana, Texas 75501, or wherever he may be found.

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 sell cleaning products, and have engaged in consumer transactions which are door-to-door sales, as defined by K.S.A. §50-640.

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

- a. Although defendants made solicitations and entered into consumer transactions which were door-to-door sales, as defined by K.S.A. §50-640, the defendants failed to furnish to Kansas consumers with fully completed receipts or copies of any contracts pertaining to such sales which included written notices of such consumers' rights of cancellation, in violation of K.S.A. §50-640(b)(2).

b. Although defendants made solicitations and entered into consumer transactions which were door-to-door sales, as defined by K.S.A. §50-640, the defendants failed to inform consumers orally, at the time of such sales of such consumers' rights to cancel, in violation of K.S.A. §50-640(b)(5).

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

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 nine (9) 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.

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 shall constitute a violation of this Order.

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

14. Defendants agree to make available and/or disclose the provisions of this Consent Judgment to its employees, agents, contractors, and representatives.

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 or this Consent Judgment.

17. Defendants agree to pay \$ 1,250 in investigation fees and expenses to the "Office of the Attorney General" of the State of Kansas. In addition, Defendants agree to pay \$1,250 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 in eleven (11) monthly payments of \$200 per month and one (1) \$300 monthly payment, until such amounts are paid in full. Payments shall commence at the time of Defendant's signing this Consent Judgment.

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 that failure to make payments monthly, as set out above, shall result in the entire remaining balance becoming due and payable within five days of the month Defendants have failed to make payment.

20. 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.

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.

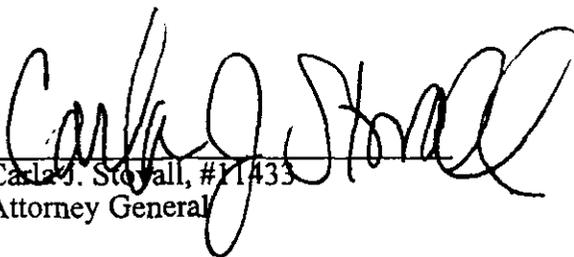
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor Plaintiff in the amount of \$2,500.00.

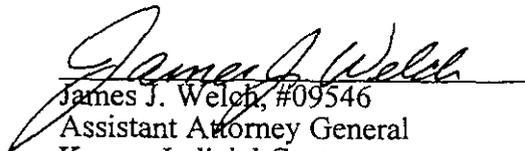
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

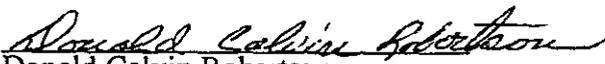
IT IS SO ORDERED.

1st Hon. Teeey Bullark  
DISTRICT COURT JUDGE

Approved by:

  
Carl J. Stovall, #11433  
Attorney General

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

  
Donald Calvin Robertson,  
individually, and as Owner/President of  
Get Kleen Sales  
4101 SW Green Oaks Boulevard, Box 512  
Arlington, TX 76016  
Defendant