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FILED BY CLERK
KS. DISTRICT COURT
3rd JUDICIAL DISTRICT
OCT 3 10 28 AM '97
TOPEKA, KANSAS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 1

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

Plaintiff,

vs.

DON FINE,
D/B/A UNIVERSITY BENEFITS MARKETING
D/B/A COLLEGE RESOURCE SEMINAR
D/B/A COLLEGE RESOURCE CENTER

Defendant.

Case No. 97CV1241

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 3rd day of OCT, 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 Don Fine appears by and through.

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 Don Fine, d/b/a University Benefits Marketing, d/b/a College Resource Seminar, and d/b/a College Resource Center is a sole proprietorship organized under the laws of the state of Oklahoma. The principal office of the corporation is located at P.O. Box 5853, Edmond, OK 73008. Defendant Don Fine failed to apply with the Kansas Secretary of State for authority to do business in Kansas.

4. Defendant Don Fine, d/b/a University Benefits Marketing, d/b/a College Resource Seminar, and d/b/a College Resource Center may be served with process by personal service at his residence at 2108 Briarcliff, Bethany, Oklahoma 73008, or wherever he may be found.

5. 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).

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

7. Defendant stipulates and waives any objection to venue in Shawnee County.

8. Defendant is an insurance agent who solicit consumers for grants, scholarships, and other financial aid.

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

- a. Defendant delivered or caused to be delivered to college-bound high school students solicitations which represented that each such student "has been selected as one of the local area students who is eligible to apply for" Defendant's services. This solicitation also contacted a "special reservation number," represented as unique to each student. These representations imply that each such student has been especially selected, but fails to disclose that such services are available to any and every other student, whether or not such student received the same solicitation. This is

in violation of K.S.A. §50-626(b)(3), in that it is the willful failure to state a material fact and the willful concealment, suppression and omission of a material fact.

- b. Defendant is a credit services organization, as defined by K.S.A. §50-1102 due to the fact that a substantial part of defendants' services involve student loans. Defendants charged consumers for services before completing performance agreed upon without filing a surety bond in the amount of \$25,000.00 with the Kansas Consumer Credit Commissioner, in violation of K.S.A. §50-1104.
- c. Defendant advertised and caused to be advertised the services of a credit services organization without filing a registration statement with the consumer credit commissioner, in violation of K.S.A. §50-1103(f).

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

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

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. Defendant agrees 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 Defendant agrees that engaging in such acts or practices after the date of this consent judgment shall constitute a violation of this Order.

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

15. Defendant agrees 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.

16. Defendant agrees to resolve any future complaints 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.

17. 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.

18. Defendant agrees to pay \$1,500.00 in investigation fees and expenses to the "Office of the Attorney General" of the State of Kansas. In addition, Defendant agrees to pay \$1,500.00 in civil penalties to the "State of Kansas". Payment shall be made by cashiers checks and shall be delivered to the Attorney General of the State of Kansas at the time of signing this Consent Judgment.

19. Defendant agrees to pay all expenses and reasonable attorney's fees in connection with the collection of any amounts in this judgment, provided Defendant does not pay the amounts as agreed herein within the time frame stated.

20. Defendant agrees to maintain all business records for a period of five years and to allow the Attorney General to inspect all of Defendant's 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 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.

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 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.

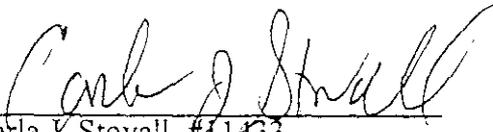
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor Plaintiff in the amount of \$ 3,000.00.

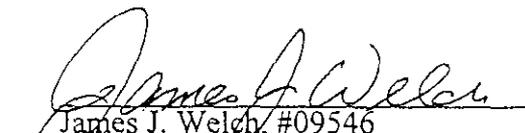
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

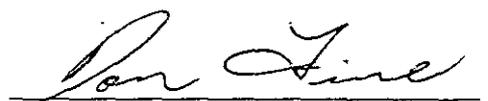
IT IS SO ORDERED.

15/ Hon. James Buchele
DISTRICT COURT JUDGE

Approved by:


Carla J. Stovall, #11433
Attorney General


James J. Welch, #09546
Assistant Attorney General
Kansas Judicial Center
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Attorney for Plaintiff


Don Fine,
Don Fine,
d/b/a University Benefits Marketing,
d/b/a College Resource Seminar,
d/b/a College Resource Center,
P.O. Box 5853
Edmond, OK 73008
Defendant