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AS. J. 100
TOPEKA DISTRICT COURT
OCT 21 4 35 PM '99
TOPEKA, KANSAS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 14

STATE OF KANSAS, <i>ex rel.</i>,)	
CARLA J. STOVALL, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	Case No. 97 C 646
)	
N.W. LAD CO., d/b/a VALUE VISION, and)	
DONAVON SEGRAVES, Individually and)	
d/b/a DIRECT COMMUNICATION)	
INTERNATIONAL, VALUE VISION, INC.,)	
and SATELLITE CABLE SYSTEMS, INC.,)	
)	
Defendants.)	

(Pursuant to K.S.A. Chapter 60)

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 21st day of October, 1999, comes before the Court the Journal Entry of Consent Judgment entered into between Plaintiff and Defendant Satellite Cable Systems, Inc., pursuant to K.S.A. 50-632(b). Plaintiff, the State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, appears by and through counsel, James J. Welch, Assistant Attorney General. Defendant, Satellite Cable Systems, Inc., appears by and through counsel, Patrick M. Salsbury, of Goodell, Stratton, Edmonds & Palmer, L.L.P. There are no other appearances.

Whereupon, Plaintiff and Defendant Satellite Cable Systems, Inc., 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, Satellite Cable Systems, Inc. was a foreign corporation organized under the laws of the State of Missouri, whose principal office was located at 10520 Grandview Road, Kansas City, Missouri 64137.
4. Defendant Satellite Cable Systems, Inc., was a supplier within the definition of K.S.A. 50-624(i) and engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c) and (h). Satellite Cable Systems, Inc., was administratively dissolved December 31, 1998.
5. Defendant Satellite Cable Systems, Inc., admits the Court has personal and subject matter jurisdiction over the parties.
6. Defendant Satellite Cable Systems, Inc., stipulates and waives any objections to venue in Shawnee County.
7. Defendant Satellite Cable Systems, Inc., was engaged in the business of selling satellite television systems, products and services to consumers in Kansas for personal, family, household or business purposes.
8. The Attorney General alleges Defendant Satellite Cable Systems, Inc. engaged in the following acts and practices which are deceptive and/or unconscionable and violate the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*:
 - a. Defendants made misrepresentations that its property or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that they do not have, in that Defendant represented to a consumer that as a promotional item a premium movie channel was included in the purchase price, when in truth and in fact, it was not included, in violation of K.S.A. 50-626(b)(1)(A); and

- b. That a consumer was unable to receive a material benefit from the subject of the transaction, in that the consumer paid for a premium movie channel which he did not receive, in violation of K.S.A. 50-627(b)(3).

9. Defendant Satellite Cable Systems, Inc. voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and denies each and every one of the Attorney General's allegations set forth above and in the Amended Petition.

10. Defendant Satellite Cable Systems, Inc. agrees 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 Defendant Satellite Cable Systems, Inc. agrees that engaging in such acts or similar acts after the date of this Consent Judgment shall constitute a violation of this Order.

11. The provisions of this Consent Judgment will be applicable to Defendant Satellite Cable Systems, Inc., and every employee, agent or representative of Defendant Satellite Cable Systems, Inc.

12. Defendant Satellite Cable Systems, Inc. agrees to make available and/or disclose the provisions of this Consent Judgment to its managerial employees, agents and representatives within thirty days (30) of signing the Consent Judgment.

13. Defendant Satellite Cable Systems, Inc. agrees to resolve any future complaints filed with the Office of the Attorney General regarding Defendant Satellite Cable Systems, Inc. after the date of this Consent Judgment to the satisfaction of the Attorney General within thirty (30) days of the date such complaint is forwarded to Defendant Satellite Cable Systems, Inc. for resolution. However, such complaint resolution shall not be construed to relieve Defendant Satellite Cable Systems, Inc. from any enforcement action by the Attorney General for violating this Consent Judgment.

14. Defendant Satellite Cable Systems, Inc. shall 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.

15. Defendant Satellite Cable Systems, Inc. agrees to pay \$500.00 pursuant to K.S.A. 50-632 to the "Office of the Attorney General of the State of Kansas." Payment shall be made by cashier's check and shall be delivered to the Office of the Attorney General at the time this Consent Judgment is executed.

16. 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 or for the enforcement of compliance herewith.

17. If any portion, provisions, 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.

18. Compliance with this Consent Judgment does not relieve Defendant Satellite Cable Systems, Inc. of any obligations 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.

19. 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 Satellite Cable Systems, Inc., nor shall Defendant Satellite Cable Systems, Inc. represent the decree as such an approval. The parties further understand that any failure by the State of Kansas or by the Attorney

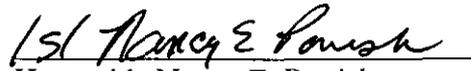
General to take any action in response to any information submitted pursuant to the Consent Judgment shall not be construed as an approval of or sanction of any representations, acts or practices of Defendant Satellite Cable Systems, Inc.

IT IS THEREFORE BY THE COURT 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Satellite Cable Systems, Inc. in favor of Plaintiff in the amount of \$500.00.

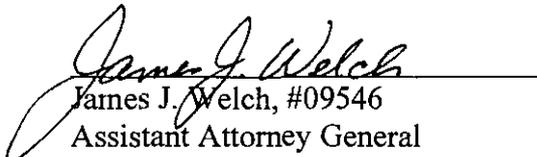
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.


Honorable Nancy E. Parrish
District Court Judge

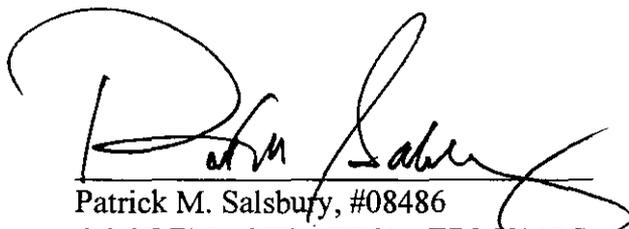
PREPARED AND APPROVED BY:


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