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GENERAL CLERK  
1001 S. GARDNER

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 14

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

Plaintiff,

vs.

DAVID SAFFELL; GLEN MANNING and  
M. MISHELL SAFFELL,  
d/b/a KC MEATS, and KC MEATS, INC.,

Defendants.

Case No. 00C183

Petition Pursuant to K.S.A. Chapter 60

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 11<sup>th</sup> day of February, 1999, 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. Having had the competent advice and counsel of Gerald W. Furnell (Gerald W. Furnell, L.L.C.; Lee's Summit, Missouri), defendants M. Mischell Saffell, d/b/a KC Meats and KC Meats, Inc., appear not, having first entered into this Consent Judgment.

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 M. Mischell Saffell, d/b/a KC Meats, is an individual and a sole proprietorship, having done business in Kansas. Defendant may be served with process at his residence address, 213 SW Castlerock, Blue Springs, Missouri, or wherever in Kansas he may be found. Defendant KC Meats, Inc. is a corporation organized under the laws of the state of Missouri, and may be served with process by serving its registered agent, Mischell Saffell, 213 SW Castlerock, Blue Springs, Missouri 64014.

4. Defendants are suppliers, as defined by K.S.A. §50-624(i), and sellers, as defined by K.S.A. §50-901(g) and have engaged in consumer transactions within the definition of K.S.A. §50-624(c) and (h), both with consumers, as defined by K.S.A. §50-624(b) and with buyers, as defined by K.S.A. §50-901(a).

5. Defendants admit the Court has personal and subject matter jurisdiction over the parties.

6. Defendants stipulate and waive any objection to venue in Shawnee County.

7. Defendants operate a distributorship which offers for sale and sells meat, poultry, and seafood to consumers.

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

- a. Defendants provided consumers with brochures which listed meat, chicken, and seafood products available, but did not include prices-per-pound of such products. A true and correct copy of Defendants' brochure is attached hereto and marked as Exhibit A. This is in violation of This is in violation of K.S.A. §50-903(b)(4), in that Defendants represented to

consumers prices of products to be offered for sale in units larger than one pound in terms other than price per single pound.

- b. Defendants' solicitations and sales to consumers of meat products by the box or by the case without disclosing to such consumers the price per pound of such meat products, is in violation of K.S.A. §50-902, in that such representations are misleading and deceiving in respect to price-per-pound.
- c. Defendants failed to furnish consumers with a fully completed receipts which contained in immediate proximity to the space reserved for the consumers' signature a notice of consumers' rights to cancel, in violation of K.S.A. §50-640(b)(1).
- d. Defendants failed to furnish consumers with a completed "Notice of Cancellation" form in duplicate, attached to consumers' receipts which was easily detachable and which contained the consumers' right to cancellation form in 10-point boldface type, in violation of K.S.A. §50-640(b)(2) and K.S.A. §50-640(b)(3).
- e. Defendants' brochure includes the "guarantee" that consumers' dissatisfaction would result in Defendants' replacing the unused portion. This is in violation of K.S.A. §50-640(b)(6), in that it is the misrepresentation of consumers' rights to cancel, as provided in K.S.A. §50-640.
- f. Defendants charged Kansas consumers for sales tax, but willfully failed to state and willfully concealed, suppressed, and omitted the material fact that Defendants were collecting sales tax but not remitting the sales tax collected in Kansas to the Kansas Department of Revenue, in violation of K.S.A. §50-626(b)(3). By so doing, Defendants knew and had reason to

know Defendants took advantage of the inability of the consumers to reasonably protect the consumers' interest because of the consumers' inability to determine that Defendants was not remitting the sales tax collected to the Kansas Department of Revenue, in violation of K.S.A. §50-627(b)(1). Additionally, Defendants knew and had reason to know the consumers were unable to receive a material benefit from the payment of sales tax to Defendants because Defendants were not remitting the sales tax collected to the Kansas Department of Revenue, in violation of K.S.A. §50-627(b)(3).

- g. Defendants solicited and sold meat and poultry products within the state of Kansas without obtaining license to do so from the Kansas Department of Agriculture. This is a deceptive act and practice, in violation of K.S.A. §50-626(b)(1)(B), in that it is the representation, by implication, made knowingly and with reason to know that Defendants had sponsorship, approval, status, affiliation, and connection that the Defendants did not have.
- h. Defendants solicited and sold "rib-eye steaks" to consumers; however, Defendants provided consumers purchasing such product with "Boneless beef round steak." A true and correct copy of the label from product actually provided to consumers is attached hereto and marked as Exhibit B. This is in violation of K.S.A. §50-903(a)(2), in that it is the substituting product for that ordered by the buyer without the buyer's written consent. In addition, such practice is in violation of K.S.A. §50-903(c)(1), in that it is the misrepresentation of the cut, grade, brand or trade name of meat product.

9. Defendants voluntarily admit liability and agree to this Consent Judgment without trial or adjudication of any issue of fact or law.

10. 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 eight (8) 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.

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

12. Defendants agrees to make available and to disclose the provisions of this Consent Judgment to its employees, agents and representatives within five days of signing the Consent Judgment.

13. Defendants agree to resolve any present and 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.

14. 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 of this Consent Judgment.

15. Defendants agree to pay sales tax on any and all sales previously made within the state of Kansas. Payment shall be made by certified checks and shall be delivered to the Kansas Department of Revenue, with a true and correct copy to the Attorney General of the State of Kansas, payable at the time of Defendants' signing this Consent Judgment.

16. 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.

17. Defendants agree to maintain all business records for a period of five years and to allow the Attorney General to inspect all of Defendants' Kansas business records in the future.

18. 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.

19. 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.

20. 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. However, the parties agree that this Consent Judgment resolves all issues known to parties under the Kansas Consumer Protection Act relating to the acts and practices alleged to be deceptive or unconscionable in paragraph eight (8), including sub-paragraphs, 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 civil causes of action under the Kansas Consumer Protection Act against Defendant for the acts and practices alleged to be deceptive and/or unconscionable in paragraph eight (8) 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.

21. 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.

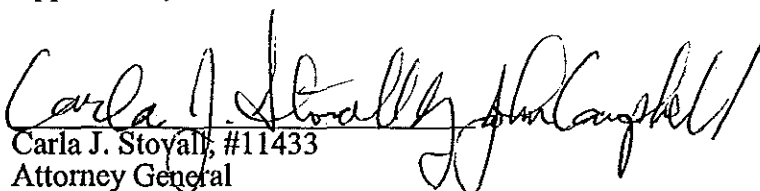
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor Plaintiff.

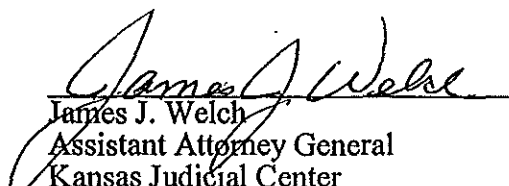
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

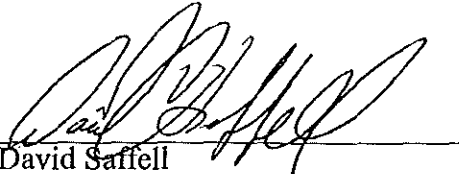
IT IS SO ORDERED.

/s/ Hon. Nancy P. Borch  
DISTRICT COURT JUDGE

Approved by:

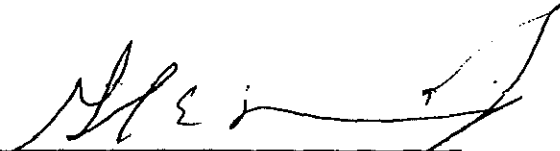
  
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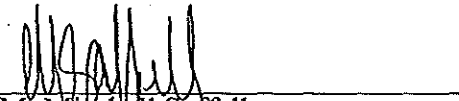
David Saffell  
790 West 40 Highway, Suite #177  
Blue Springs, MO 64015

Defendant



Glen Manning  
790 West 40 Highway, Suite #177  
Blue Springs, MO 64015

Defendant



M. Mischell Saffell,  
individually, d/b/a KC Meats, and on behalf of  
KC Meats, Inc.  
790 West 40 Highway, Suite #177  
Blue Springs, MO 64015

Defendants