

through Counsel LJ Leatherman of Palmer, Lowry, Leatherman & White, L.L.P. Defendant Gary Richardson, d/b/a Alarm Professional Services, appears by and through counsel Kiehl Rathbun, Attorney at Law. There are no other appearances.

A trial to the Court was held in this matter from September 22, 1998 to October 9, 1998. Both Plaintiff State of Kansas and Defendant Walter Zitlow and Defendant Gary Richardson d/b/a Alarm Professional Services, presented testimony and evidence.

WHEREUPON, the Court, having heard the testimony and the arguments of counsel, and having examined the proof offered by the respective parties, makes the following findings:

1. Defendant Walter Zitlow, Defendant Gary Richardson, d/b/a Alarm Professional Services, and Defendant Complete Home Security, Inc. have committed deceptive and unconscionable acts and practices against elderly and disabled Kansas consumers as set forth in the Court's Findings of Fact and Conclusions of Law, in violation of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

2. With respect to every factual finding of violation by Defendant Walter Zitlow, as set forth in the Court's Findings of Fact and Conclusions of Law, the Court finds Defendant Walter Zitlow committed deliberate and intentional misconduct, in violation of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

3. Defendant Walter Zitlow and Defendant Gary Richardson, d/b/a Alarm Professional Services, committed 56 violations of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

4. Defendant Gary Richardson is responsible for the deceptive and unconscionable acts and practices of Defendant Walter Zitlow under the legal doctrine of *respondeat superior*.

5. Defendant Walter Zitlow and Defendant Gary Richardson, d/b/a Alarm Professional Services, are jointly and severally liable for the acts and practices committed by Defendant Walter Zitlow.

6. Defendant Walter Zitlow and Defendant Complete Home Security, Inc. committed 94 violations of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

7. Defendant Complete Home Security, Inc. is responsible for the deceptive and unconscionable acts and practices of Defendant Walter Zitlow under the legal doctrine of *respondeat superior*.

8. Defendant Walter Zitlow and Defendant Complete Home Security, Inc., are jointly and severally liable for the acts and practices committed by Defendant Walter Zitlow.

9. Defendant Walter Zitlow committed 12 separate and willful violations of the Temporary Injunction of April 14, 1997, which are set forth in the Court's Findings of Fact and Conclusions of Law.

10. The findings of fact as set forth in the Court's Findings of Fact and Conclusions of Law are adopted as the Court's findings of fact as though fully set forth herein.

11. The conclusions of law as set forth in the Court's Findings of Fact and Conclusions of Law are adopted as the Court's conclusions of law as though fully set forth herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that judgment is hereby entered in favor of Plaintiff State of Kansas and against Defendant Walter Zitlow, Defendant Gary Richardson, d/b/a Alarm Professional Services, and Defendant Complete Home Security, Inc.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, that pursuant to K.S.A. 50-632(a)(1), the Court hereby declares those acts and practices set forth in its Findings of Fact and

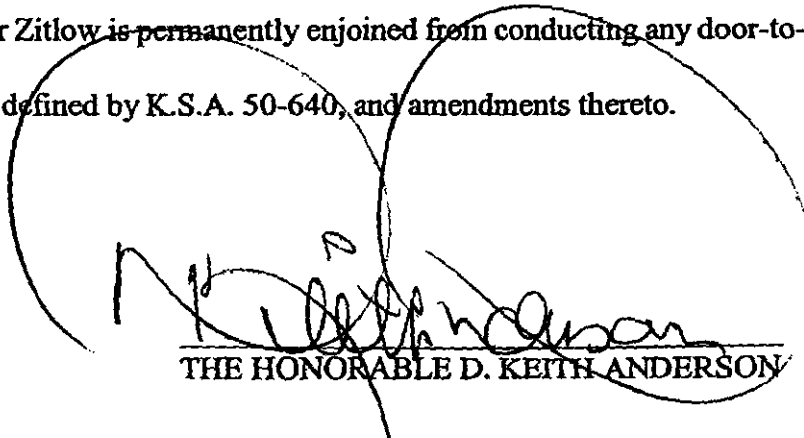
Conclusions of Law are deceptive and unconscionable, and in violation of the Kansas Consumer Protection Act, K.S.A. 52-623, *et seq.*

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to K.S.A. 50-632(a)(2), the Court permanently enjoins the Defendants from engaging in those acts and practices set forth in its Findings of Fact and Conclusions of Law to be deceptive and unconscionable acts and practices, and that engaging in such acts or similar acts shall constitute a willful violation of this Court's order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants are 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 Court's order.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to K.S.A. 50-632(c)(6), Defendant Walter Zitlow is permanently enjoined from conducting any door-to-door sales in the State of Kansas, as defined by K.S.A. 50-640, and amendments thereto.

IT IS SO ORDERED



THE HONORABLE D. KEITH ANDERSON



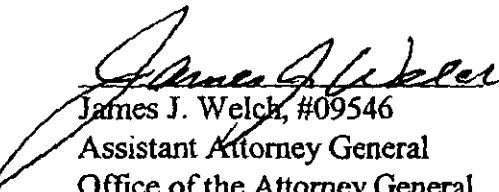
Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.

Dated this 5th day of October, 2000

CLERK OF THE DISTRICT COURT
18th JUDICIAL DISTRICT
SEDGWICK COUNTY, KANSAS


BY [Signature]

Prepared and Approved By:



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