

DISTRICT COURT  
JUDICIAL DISTRICT  
JAN 16 4 22 PM '92

Shelly Gasper, #12896  
Assistant Attorney General  
Nancy L. Ulrich, #11778  
Assistant Attorney General  
Kansas Judicial Center  
Topeka, Kansas 66612-1597  
(913) 296-3751  
S/CASH11/TXTATTY

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 6

STATE OF KANSAS, ex rel., )  
ROBERT T. STEPHAN, )  
Attorney General, and )  
 )  
WILLIAM CATON )  
Consumer Credit Commissioner )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
JOHN BAKER, d/b/a G.M.S., )  
 )  
Defendant. )  
 )

Case 92 CY 73

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this \_\_\_\_\_ day of \_\_\_\_\_, 1992, the Petition for approval of Consent Judgment filed by the State of Kansas comes on for hearing. The State of Kansas appears on the relation of Robert T. Stephan, Attorney General, by and through Shelly Gasper, Assistant Attorney General and on the relation of William Caton, by and through Nancy Ulrich, Assistant Attorney General. The defendant appears by Tim O'Brien.

Whereupon, the parties advise the Court they have stipulated and agreed to the following matters:

1. Robert T. Stephan is the Attorney General of the State of Kansas and brings this action under authority of the Kansas Consumer Protection Act.

2. William Caton is the Consumer Credit Commissioner of the State of Kansas and brings this action under the authority of the Kansas Consumer Credit Code.

3. Defendant John Baker is an individual resident of Kansas. Defendant's business is located at 447 S. Greenwood, Wichita, Kansas. The defendant enters his voluntary general appearance. The defendant admits the Court has jurisdiction over the parties and the subject matter.

4. The plaintiffs allege that the defendant advances cash against a negotiable instrument, which is then held for two weeks or until the consumer's payday. The defendant charges \$30 per \$120 advanced, and other similar charges. These are unconscionable charges under K.S.A. 50-627(b)(2), and in excess of the charges permitted for a consumer loan permitted by K.S.A. 16a-2-401.

5. The defendant disputes and denies any liability for, as well as the truthfulness of the allegations described above and voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

6. Except as set forth in this Consent Judgment, the plaintiffs hereby release, acquit and forever discharge the

defendant, its present and former officers, directors, shareholders, employees, agents and representatives, from any and all liability, claims, actions, causes of action, demands, rights, damages, civil penalties, costs, interest, loss of service, expenses and compensation whatsoever that the plaintiffs now have or which may hereafter accrue against such parties, based on or arising out of the type of transactions described above which occurred prior to the approval of this Consent Judgment.

7. No actions taken by the parties hereto, or any of them, either previously or in connection with this Consent Judgment shall be deemed or construed to be an admission of the truth or falsity of any matter pertaining to any claim or defense to any alleged transactions, or an acknowledgement by any of the parties hereto of any liability to the other parties or to any person for any other claim, demand or action.

8. The provisions of this Consent Judgment will be applicable to the defendant, as well as his employees, agents or representatives.

9. The defendant agrees to refrain from and to be enjoined from engaging in all acts and practices alleged by plaintiffs to be unconscionable, in paragraph number four (4).

For purposes of this agreement, defendant will be considered to be engaging in unconscionable practices if it continues to advance money in any delayed deposit check cashing transaction for any fee above that allowed by the Uniform

Consumer Credit Code, or any subsequent law that is applicable to this type of activity.

10. This Consent Judgment shall be binding on the defendant, his successors and assigns, as long as the defendant engages in the business of delayed deposit check cashing under this or any other name.

11. The defendant agrees to pay a total of \$1,000 in investigation fees and expenses to the Attorney General of the State of Kansas and a total of \$1,000 as a civil penalty to the State of Kansas at the time of filing this Consent Judgment. Payment will be by certified checks.

12. The defendant agrees to allow the plaintiffs to inspect relevant business records of delayed deposit check cashing transactions in the future. Reasonable notice will be given for these inspections.

13. The defendant agrees to pay all court costs and filing fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein is adopted and approved as the finding of the Court.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, K.S.A. 50-632(b) and the Uniform Consumer Credit Code, K.S.A. 16a-6-109, the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

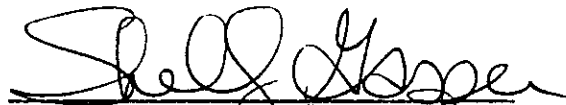
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant will pay all court costs and filing fees.

IT IS SO ORDERED.


JUDGE OF THE DISTRICT COURT

Approved by:

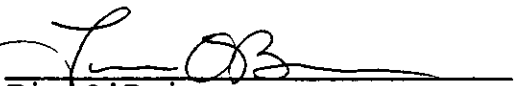
  
ROBERT T. STEPHAN, #05340  
Attorney General

  
Shelly Gasper #12896  
Assistant Attorney General

Attorneys for plaintiff  
State of Kansas

  
Nancy L. Ulrich, #11778  
Assistant Attorney General

Attorneys for plaintiff  
Consumer Credit Commissioner

  
Tim O'Brien  
Shook, Hardy & Bacon

Attorney for defendant