

94-14

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CLERK OF DISTRICT COURT
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IN THE DISTRICT COURT OF ELLIS COUNTY, KANSAS
Division _____

STATE OF KANSAS, ex rel.)
ROBERT T. STEPHAN, Attorney General,)
)
Plaintiff,)
)
vs.)
)
VERNIE'S TRUX-N-EQUIP., INC.,)
and DARRELL UNREIN,)
)
Defendants.)

Case No. 94-C90

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this _____ day of _____ 1994, the plaintiff's petition for approval of consent judgment comes before the court for consideration. The State of Kansas ex rel. Robert T. Stephan, Attorney General, appears by and through Martin J. Peck, Assistant Attorney General. Defendant's Darrell Unrein and Vernie's Trux-N-Equip. Inc. appear by and through Glenn R. Braun of Glassman, Bird & Braun.

WHEREUPON, the parties advise the court that they have stipulated and agreed as follows:

1. Robert T. Stephan is the Attorney General of the State of Kansas.
2. Defendants have engaged in consumer transactions within the State of Kansas.
3. Defendants admit the court has personal and subject matter jurisdiction over the parties.

4. Defendants admit that contracts of sale used by defendant Vernie's have included the language "No Warranty Expressed or Implied. All Repairs are Responsibility of the Buyer" in violation of K.S.A. 1993 Supp. 50-627(a) as defined by K.S.A. 1993 Supp. 50-627(b)(7).

5. A contract of sale as described in paragraph 4 was used in the sale of a truck to Mr. Harold R. Mugler of Clay Center, Kansas.

6. Defendants agree and are hereby ordered to not use the language quoted in paragraph 4 in any future contracts with consumers or to attempt to enforce the provision in any past contracts with consumers.

7. Defendants agree and are hereby ordered to not otherwise attempt to exclude, modify, or otherwise limit either the implied warranty of merchantability or any implied warranty of fitness for a particular purpose or any remedy provided by law for a breach of either of those warranties in consumer transactions.

8. Defendants agree and are hereby ordered to not enter into, form, organize, or reorganize into any partnership, corporation, or any other legal structure for the purpose of avoiding compliance with the terms of this consent judgment.

9. Defendants agree and are hereby ordered to refund the purchase price paid by Mr. Mugler in return for the truck in its

present condition, and to be jointly and severally liable for this obligation.

10. Defendants agree and are hereby ordered to pay \$2500.00 in investigative fees to the Attorney General of Kansas, and to be jointly and severally liable for this debt. This shall be paid by the dates listed in the following schedule:

July 15, 1994: \$200.00,
August 15, 1994: \$200.00,
September 15, 1994: \$200.00,
October 15, 1994: \$200.00,
November 15, 1994: \$200.00,
December 15, 1994: \$200.00,
January 15, 1995: \$200.00,
February 15, 1995: \$200.00,
March 15, 1995: \$200.00,
April 15, 1995: \$200.00,
May 15, 1995: \$200.00,
June 15, 1995: \$200.00, and
July 15, 1995: \$100.00.

11. If any payment is not made by the date listed in the schedule set out in paragraph 10, the entire balance shall be accelerated and immediately due.

12. Defendants agree and are hereby ordered to pay all expenses of collection including attorneys' fees.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings and orders of the court pursuant to K.S.A. 1993 Supp. 50-632(b).


All costs assessed to defendants.

SO ORDERED.

ORIGINAL SIGNED BY
TOM SCOTT
DISTRICT JUDGE

DISTRICT COURT JUDGE

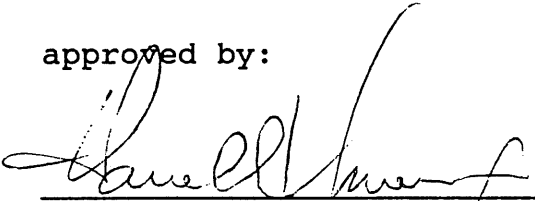
prepared and approved by:




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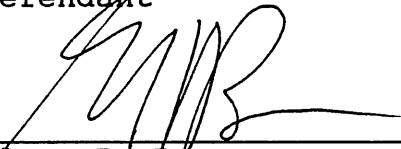
approved by:



Darrell Unrein
Defendant



Vernie's Trux-N-Equip, Inc.
by Darrell Unrein, president
Defendant



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