IN THE TENTH JUDICIAL DISTRICT
DISTRICT COURT, JOHNSON COUNTY, KANSAS
CIVIL DEPARTMENT

STATE OF KANSAS, *EX REL.* STEPHEN M. HOWE, DISTRICT ATTORNEY TENTH JUDICIAL DISTRICT, Plaintiff v. JOY EDGE, an individual, d/b/a CROWN PRODUCTS, Defendant.	Case No. 11CV6630 Division No. 2

Pursuant to Chapter 60 of the Kansas Statutes Annotated

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 7 day of February, 2012, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff appears by and through Stephen M. Howe, District Attorney; Emilie Burdette, Assistant District Attorney and Jacqueline Blaesi-Freed, Legal Intern. Defendant appears by and through Kevin E. Dellett.

WHEREUPON the parties advise the Court that they have stipulated and agreed to the following:

1. Stephen M. Howe is the duly elected, qualified and acting District Attorney for the Tenth Judicial District of the State of Kansas.
2. The District Attorney'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. Crown Products is a for-profit company. Upon information and belief, the entity is not organized or registered under the laws of Kansas or any other state.

SCAN DATE 2012/02/13 08:49

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JOHNSON COUNTY, KS.
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4. Crown Products receives mail at P.O. Box 860311, Shawnee, Johnson County, Kansas.

5. Upon information and belief, Defendant Joy Edge (hereinafter "Defendant") is the founder, owner, manager and sole-operator of Crown Products.

6. All references to Defendant herein include acts performed individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

7. Defendant is subject to the Court's jurisdiction under the Kansas Consumer Protection Act pursuant to K.S.A. 50-638.

8. Venue is proper in the Tenth Judicial District of Kansas, Johnson County, pursuant to K.S.A. 50-638.

9. At all times relevant and in the ordinary course of business, Defendant engaged in consumer transactions with consumers as defined in K.S.A. 50-624(c) and 50-624(b), either individually or through employees, representatives, or agents.

10. At all times relevant and in the ordinary course of business, Defendant acted as a supplier within the definition of K.S.A. 50-624(j).

11. At all times relevant and in the ordinary course of business, Defendant engaged in door-to-door sales as defined by K.S.A. 50-640(c)(1).

12. The Plaintiff alleges that the Defendant, through agents and employees, have committed certain acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, including but not limited to the following:

    a. That Defendant has engaged in deceptive acts or practices by failing to provide the proper notice of cancellation as required by K.S.A. 50-626 and 50-640. Defendant failed to provide the notice in duplicate, failed to complete the notice of cancellation, failed to notify the consumer of whether she

SCAN DATE 2012/02/13 08:49

intended to repossess or abandon the product and failed to honor a consumer's valid notice of cancellation.

b. That Defendant has engaged in deceptive acts or practices by failing to refund consumer payments after the consumer notified the company that she wished to cancel the sale, an act in violation of K.S.A. 50-640(b)(7).

c. That Defendant has engaged in deceptive acts or practices by forwarding prior to the fifth business day after a sale, a negotiated instrument, an act in violation of K.S.A. 50-640(b)(8).

13. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and without admitting any allegation contained herein. Defendant's agreement to this settlement does not indicate or imply any admission, confession, or consent to the accuracy of the facts alleged by Plaintiff.

14. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive in paragraph 12 above.

15. Defendant further agrees to the following injunctive terms:

a. As of the entry of this Consent Judgment, Defendant agrees to immediately begin providing a Notice of Cancellation in duplicate, complete with the name of the company, the company's primary place of business, date of the transaction, and a date by which the consumer must give the notice of cancellation, no earlier than the third business day following the date of the sale.

b. As of the entry of this Consent Judgment, Defendant agrees to promptly contact consumers who request to cancel the transaction and promptly refund the consumer's money.

c. As of the entry of this Consent Judgment, Defendant agrees to wait five business days after the date of the sale to cash any check or forward a credit card charge derived from that sale.

SCAN DATE 2012/02/13 08:49

16. Defendant agrees that its agents, employees, and representatives are also permanently enjoined from committing the acts or practices described above in any ongoing or future consumer transactions in Johnson County, Kansas.

17. Defendant agrees that engaging in such acts or similar acts after the date of this Consent Judgment shall constitute a violation of this Order and civil penalties will be imposed for each subsequent violation.

18. Defendant agrees to entry of judgment in the amount of $1000.00. Payment shall be delivered in the form of a cashier's check or money order, made payable to JOHNSON COUNTY DA INVESTIGATIVE FUND:

    a. Defendant agrees to deliver $500.00 at the time of the filing of this Consent Judgment; and

    b. Defendant agrees to make an additional $500.00 payment no later than forty-five (45) calendar days from the time of filing of this Consent Judgment.

19. Compliance with this Consent Judgment does not relieve Defendant of any obligation imposed by applicable federal, state, or local law, nor shall the District Attorney be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction.

20. The parties understand this Consent Judgment shall not be construed as an approval or sanction by the District Attorney of the business practices of Defendant, nor shall Defendant represent the decree of such approval. The parties further understand that any failure by the District Attorney 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.

SCAN DATE 2012/02/13 08:43

21. Nothing in this Consent Judgment shall be construed to limit the rights of any consumers from pursuing any and all legal remedies they may be entitled to assert individually through a private cause of action.

22. Defendant acknowledges and agrees that this Court has continuing jurisdiction over this matter pursuant to K.S.A. 50-632(b) and, any breach of any of the terms or conditions set forth herein, shall be treated as a violation of the Court's order and shall be subject to further penalties under the law.

23. This Court shall also retain such jurisdiction 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 relief as may be necessary or appropriate for the modification or compliance of any provisions contained herein. This Court shall also retain jurisdiction if any violation of any term of this Consent Judgment is committed.

24. 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulations and agreements of the parties contained herein are found to be reasonable and are hereby 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 hereby entered against Defendant in favor of Plaintiff in the amounts set forth herein.

ENTER DATE 10/02/19 08:49

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction over the parties and subject matter of this action for the purpose of rendering any additional equitable relief, orders, decrees, or judgments as may be requested by the parties or may be deemed appropriate by the Court.

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 James F. Vano
Judge of the District Court

Respectfully submitted and approved by:

By: _____
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Attorney for Plaintiff

By: _____
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