

RE CERTIFIED AND/OR  
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THOMAS A. KRUEGER, P.A.

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James J. Welch, #09546  
Assistant Attorney General  
Office of the Attorney General  
10 SW 10th, 4th Floor  
Topeka, Kansas 66612-1597  
(785) 296-3751

FILED BY CLERK  
KS. DISTRICT COURT  
THIRD JUDICIAL DIST  
2002 SEP 20 A 10:36  
GENERAL JURISDICTION  
TOPEKA, KANSAS

02-026

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 5

STATE OF KANSAS, *ex rel.* )  
CARLA J. STOVALL, Attorney General )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
GLAZIER'S, INC., )  
 )  
Defendant. )

Case No. 02C1280

Petition Pursuant to K.S.A. Chapter 60

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 20 day of Sept., 2002, 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. Defendant Glazier's, Inc., appears by and through Thomas A. Krueger.

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 Glazier's, Inc. is a corporation organized under the laws of the state of Kansas. The principal office of the corporation is located at 311 West Main, P.O. Box 114, Madison, Kansas 66860.

4. Defendant Glazier's, Inc. may served with process by serving its resident agent, Laura Glazier, 311 West Main, P.O. Box 114, Madison, Kansas 66860.

5. Defendant is a supplier within the definition of K.S.A. §50-624(i) and a seller within the definition of K.S.A. §50-901(g), and has engaged in consumer transactions in Kansas within the definition of K.S.A. §50-624(c) and (h).

6. Defendant admits the Court has personal and subject matter jurisdiction over the parties.

7. Defendant is a retailer of meat and food products.

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

- a. Prior to June, 2001, Defendant distributed or caused to be distributed handbills listing bundles of meat (in quantities exceeding one (1) pound) which Defendant offered for sale. A true and correct copy of a representative handbill so used is attached hereto and marked as Exhibit A. Each handbill distributed constitutes a violation of K.S.A. §50-903(b)(4), in that the prices listed did not include a disclosure of price-per-pound..
- b. Defendant offered for sale and advertised or caused to be advertised in newspaper advertisements meat in quantities exceeding one (1) pound various meat products which did not include disclosure of price-per-pound, in violation of K.S.A. §50-903(b)(4). True and correct copies of

representative advertisements are attached hereto and marked as Exhibits B through G.

- c. Defendant's advertisements of meat for sale by newspapers and handbills which did not disclose price-per-pound of such meat were misleading or deceiving in respect to price-per-pound. This constitutes a violation of K.S.A. §50-902.

9. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive or unconscionable in paragraph nine (9) of this Consent Judgment, and Defendant agrees that engaging in such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Order.

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

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

12. Defendant agrees 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.

13. Defendant agrees to pay \$500.00 in investigation fees and expenses, and \$500.00 in civil penalties to the "State of Kansas." Payment shall be made by cashiers check and shall be delivered to the Attorney General's Office at the time of Defendant's signing of this Consent Judgment.

14. Defendant agrees to pay all expenses and reasonable attorney's fees in connection with the collection of any amounts in this judgment, provided Defendant does not pay the amounts as agreed herein within the time frame stated.

15. Defendant agrees to maintain all business records for a period of five (5) years and to allow the Attorney General to inspect all of Defendant's business records in the future.

16. 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.

17. 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.

18. Compliance with this Consent Judgment does not relieve Defendant 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.

19. 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 Defendant nor shall Defendant 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 Defendant immediately become a judgment upon filing.

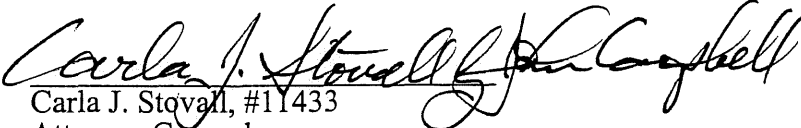
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor Plaintiff in the amount of \$1,000.00.

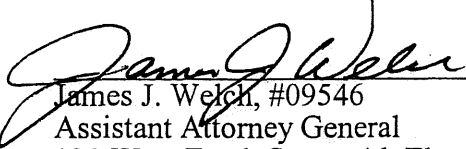
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.

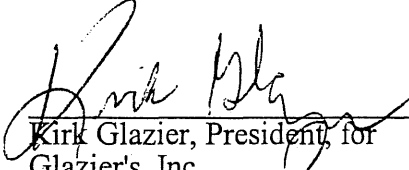
*(s) Hon. James MacNisitt*  
DISTRICT COURT JUDGE

Approved by:

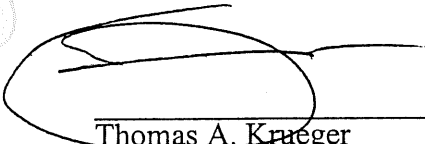
  
Carla J. Stovall, #11433  
Attorney General

  
James J. Welch, #09546  
Assistant Attorney General  
120 West Tenth Street, 4th Floor  
Topeka, Kansas 66612-1597  
(785) 296-3751

Attorney for Plaintiff

  
Kirk Glazier, President, for  
Glazier's, Inc.  
311 West Main, P.O. Box 114  
Madison, KS 66860

Defendant



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Thomas A. Krueger  
501 Commercial Street, P.O. Box 728  
Emporia, KS 66801-0728

Attorney for Defendant