



Charles W. Branham, III  
tbranham@branham-law.com

May 14, 2012

Via Hand Delivery

Hon. Emily G. Tobolowsky  
298th District Court  
George L. Allen, Sr. Courts Bldg.  
600 Commerce St., Box 822  
Dallas, Texas 75202

*[Handwritten Signature]*  
DEPUTY  
CLERK  
DALLAS COUNTY, TEXAS

12 MAY 14 PM 4:11

FILED

Re: Cause No. 12-02323; *Kelly Hawkins vs. Lloyd Ward, Lloyd Ward, P.C., Lloyd Ward & Associates, Lloyd Ward Group, PC in the 298<sup>th</sup> Judicial District Court, Dallas County, Texas.*

Dear Judge Tobolowsky:

Please accept this letter brief in short response to the Defendants' Trial Brief submitted earlier this afternoon.

No Extrinsic Evidence

Despite Defendants' arguments it is clear that where a Court adequately sets forth basis for its jurisdiction, such a finding may not be attacked by a party subsequently claiming that that court lacked jurisdiction. Defendants rely on *Playnation Play Station v. Guajardo*, No. 13-06-00302-CV, 2007 WL 1439740 (Tex.App.-Corpus Christi 2007, no pet.) The *Playnation* case is consistent with Plaintiffs position. In the *Playnation* case, the Georgia court "gave [the Defendant] an adequate opportunity to fully and fairly litigate the issue of jurisdiction." *Id.* at \*1 (emphasis added). There is no evidence before this Court that the Kansas court denied the Defendants any opportunity. In fact, Defendants were personally served with process and with notice of Plaintiffs impending default judgment. The *Playnation* court goes on to note that only where "the Texas Court finds that a foreign court lacked jurisdiction over the parties or property because it did not allow the defendant to appear, present his or her case, or be fully heard, then the judgment must be ruled null and void." In the absence of such actions by the foreign court, "[t]he recitations of the

3900 Elm Street  
Dallas, TX 75226  
p: 214.722.5990  
f: 214.722.5991  
www.branham-law.com

ps

judgment itself control the rest of the record, and extrinsic evidence may not be used." *Id.* at \*3. Thus, because the Defendants had an opportunity (despite the fact they chose not to accept it) to be heard, they may not now introduce new evidence to attack the order of default.

#### The Evidence Offered by the Defendants Merely Confirms Jurisdiction

Assuming *arguendo* that the Defendants were entitled to put on evidence, the evidence adduced during last week's hearing does not amount to the requisite "clear and convincing evidence" that these Defendants were not subject to personal jurisdiction. *Mindis Metals v. Oilfield Motor & Control*, 132 S.W.3d 477, 484 [Tex.App-Hous.[14<sup>th</sup> Dist.] 2004]. It was undisputed that, despite Mr. Ward's demonstrably false affidavit, that Mr. Ward and his law firms agreed to represent Kelly Hawkins in an attorney-client relationship. *cf.* Supplemental Affidavit of Lloyd Ward dated March 30, 2012 (stating "I have had no business transactions with Kelly Hawkins) with Letter from Lloyd Ward dated June 21, 2011 (stating "Mr. Hawkins entered into an agreement with Lloyd Ward on April 16, 2010 . . .") attached as Exhibit A & B respectively. Moreover, Mr. Ward acknowledges that the contract was between Mr. Hawkins and an entity which did not exist, Lloyd Ward Group, LLC. Mr. Ward further admitted that his website was an "interactive" website which included client logins and the ability to "Click Here for a Quote." See Screenshot of Lloyd Ward Website introduced into evidence at hearing attached as Exhibit C. This website further touted Lloyd Ward & Associates as "the Premier Debt Negotiation Law Firm in the U.S." *Id.* Such an interactive website is exactly the type of interstate commerce courts have found to confer jurisdiction. *Karstetter v. Voss*, 184 S.W.3d 396, 404 [Tex.App-Dallas 2006](finding personal jurisdiction where a website is "clearly used for transacting business over the internet, such as entering into contracts and knowing and repeated transmission of files of information . . ."). Incredibly, Mr. Ward also testified that the Defendants had repeatedly attempted to get Mr. Hawkins to engage in the mediation process outlined in the agreement. This testimony flies in the face evidentiary statements by the Kansas court that

The contract at issue provided that, if after giving the defendants thirty days' notice of a complaint, the Plaintiff remained unsatisfied with the defendants' response, the Plaintiff 'agreed to mediate and/or arbitrate' the complaint prior to initiating a public or private complaint against the defendants. The Plaintiff gave the defendants written notice of his complaint on January 24, 2011 and again on April 7, 2011. On May 25, 2011 the Plaintiff offered to mediate his dispute with the defendants. The defendants declined to mediate the dispute so the Plaintiff brought this action.

Default Judgment Order at 3 attached as Exhibit D. Unless the Kansas court flatly misrepresented the facts, Mr. Ward cannot be believed.

Finally, the majority of Mr. Ward's testimony simply addressed the issues of whether or not Mr. Ward lived in, had ever lived in, traveled to, or maintained bank accounts in Kansas. Even if true, [j]urisdiction may not be avoided merely because the defendant was not physically present in the forum state." *Markham v. Diversified Land & Exploration Co.*, 973 S.W.2d 437, 439-440 [Tex.App.-Austin 1998]. Under no circumstances would such evidence rise to the "clear and convincing" standard required to overturn the Kansas order of default.

Plaintiff both Pled and Proved Kansas Law

Defendants are mistaken that when they state that "Plaintiff neither pleaded or provided authority as to why Kansas law is applicable." See *Trial Brief* at 5. In fact, Plaintiff both pled and provided Kansas authority as to why Kansas law is applicable. Specifically, plaintiffs stated that

[e]ach of these facts, as well as every other fact set forth in the petition is deemed admitted where a default judgment is taken. *Becker v. Roothe*, 184 Kan. 830, 339 P.2d 292, 295 [1959][holding that the defendant "by his default admitted that everything stated in the petition was true, except the amount of damages."]; see also *Denison State Bank v. Becker & Associates, Ltd.*, 139 P.3d 153 [Kan. App. 2006][citing *State, ex rel. v. Showalter*, 189 Kan. 562, 568-69, 370 P.2d 408 (1962) and stating where a defendant fails to answer or otherwise plead, a default judgment "is as conclusive against him upon every matter admitted by the default as if he had contested the plaintiff's right to recover."].

See Plaintiff's Response to Defendants' Motion to Vacate or Stay. Moreover, the Default Judgment itself was made a part of Plaintiff's response. Within the four corners of the judgment, the Kansas court makes clear that the jurisdictional basis, as well as the basis for liability, is predicated, in part, on the Kansas Consumer Protection Act and the Kansas Credit Services Organization Act. See Order of Default Judgment at 2. Defendants made no attempt either in their pleadings or in the introduction of their purported evidence to establish why Kansas law did not apply or that Plaintiff's recitation of such law was incorrect.

### Venue and Forum Clauses Do Not Establish a Lack of Personal Jurisdiction

Defendants' suggestion that the permissive venue and forum selection clauses in the contract are determinative of the applicable law and thus abrogates Kansas law is equally misplaced. At the outset, whether or not these clauses would have permitted the Ward Entities to force a dismissal or transfer is not a relevant consideration for this Court.

Such an inquiry into the merits is not permitted. *Counsel Financial Services, L.L.C. v. David McQuade Leibowitz, P.C.*, 311 S.W.3d 45, 55 (Tex.App.-San Antonio 2010). The effect of these clauses were a question for the Kansas trial court.

Nor do these clauses prevent Kansas from properly asserting jurisdiction. The clause states

Client understands that this agreement is performable in Collin County, Texas and hereby consents to venue and jurisdiction in Collin County, Texas under Texas state law for any dispute arising hereunder.

See Contract admitted into evidence at Defendants Exhibit 1. This clause is a permissive forum selection clause, under which the parties consent to the jurisdiction of a particular forum but it does not require the parties to file suit or litigate there. See, *Ramsay v. Texas Trading Co., Inc.*, 254 S.W.3d 620, 629-630 (Tex.App.--Texarkana 2008); *Southwest Intelcom, Inc. v. Hotel Networks Corp.*, 997 S.W.2d 322, 324-25 (Tex.App.—Austin, 1999)(finding that a venue or forum selection clause that is consensual is not mandatory). Kansas applies the same concept. See *Thompson v. Founders Group Intern., Inc.*, 20 Kan. App. 2d 261 (1994) (holding that forum-selection clauses which give a court jurisdiction without clearly making that jurisdiction exclusive are permissive rather than mandatory). Clearly the venue and forum clause is not exclusive. There is no mandate that Texas courts have exclusive jurisdiction. The clause simply meant that neither party could contest jurisdiction if the other brought suit in Collin County, Texas. Thus, the argument that this clause is determinative of jurisdictional issues fails.

### Choice of Law Clause Does Not Establish a Lack of Personal Jurisdiction

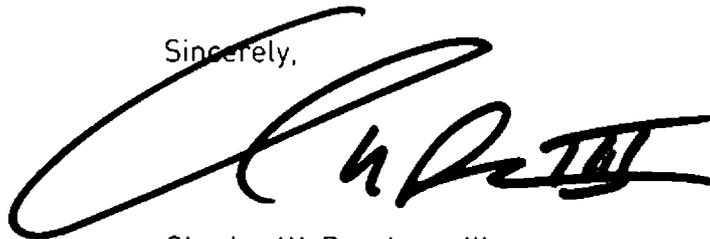
The contract at issue also states that "[t]his Agreement is governed by the laws of the State of Texas, without regard to the conflict of law rules of that state." Once again, this is an impermissible attack on the merits of the underlying judgment. *Counsel Financial Services, L.L.C.*, 311 S.W.3d at 55. Whether or not this provision may have been enforceable was something the Ward Entities should have argued in the Kansas courts. By knowingly

declining to answer Hawkins's petition and failing to assert the choice of law provision as a defense, that defense is waived. *Johnson v. Structured Asset Services, LLC*, 148 S.W.3d 711, 720 (Tex.App.—Dallas, 2004) (holding that although it is generally true that the parties choice of law will be given effect, "[a]bsent a motion by a party, the law of Texas may be applied to a dispute.").

Moreover, there is no guarantee that a Kansas court would have enforced the choice of law provision. Had the Ward Entities asserted the choice of law provision as a defense to Hawkins claims, it is likely that a Kansas court would have found that this choice of law clause violated Kansas' public policy and was therefore unenforceable. It is well recognized that where the application of the contracting parties' choice of law provision engenders a result contrary to public policy, they will not be enforced. *Brenner v. Oppenheimer & Co. Inc.*, 273 Kan. 525, 44 P.3d 364 (2002). In *Brenner*, the Court refused to enforce a contractual choice of law provision because New York law (the parties' chosen law) did not allow for a private cause of action for the sale of unregistered securities, while Kansas law did. Similarly, the Kansas Consumer Protection Act clearly represents a strong public policy of the state. This is evident by the inclusion of an anti-waiver provision. K.S.A. 50-625. At least one foreign court has also found that the KCPA represents such a strong public policy that it overrides choice of law provisions. *Stone St. Servs., Inc. v. Daniels*, 2000 WL 1909373 (E.D. Pa. 2000) (KCPA trumps choice of law provision selecting Pennsylvania law based on "strong public policy").

For these reasons and the reasons state in open court and Plaintiffs' pleadings Kelly Hawkins respectfully requests that this Court deny Defendants' Motion to Vacate and/or Stay and for such other relief to which he may be entitled whether at law or in equity,

Sincerely,

A handwritten signature in black ink, appearing to read "Charles W. Branham, III". The signature is stylized and written in a cursive-like font.

Charles W. Branham, III

Enclosures

CC: Christopher Weil with enclosure via facsimile



NO. DC-12-02323-M

KELLY HAWKINS,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	298TH JUDICIAL DISTRICT
	§	
LLOYD WARD, LLOYD WARD, PC,	§	
LLOYD WARD & ASSOCIATES and	§	
LLOYD WARD GROUP, PC,	§	
	§	
Defendants.	§	DALLAS COUNTY, TEXAS

SUPPLEMENTAL AFFIDAVIT OF LLOYD E. WARD

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared LLOYD E. WARD, known to me to be the person whose name is subscribed hereto, and who, being first duly sworn, stated as follows:

1. My name is Lloyd E. Ward. I am an adult, one of the Defendants in the suit in which this affidavit is made, and am competent and authorized to make this Affidavit. I have personal knowledge of the material facts stated herein, which facts as stated are true and correct.
2. This Affidavit supplements my Affidavit dated March 12, 2012, and filed on March 13, 2012, in support of the "Defendants' Motion to Vacate and/or Stay Enforcement of Foreign Judgment".
3. I am authorized to make this Affidavit on behalf of Lloyd Ward, PC, Lloyd Ward & Associates and Lloyd Ward Group, PC ("the Entity Defendants"). I am the custodian of records for the Entity Defendants, and the document attached as Exhibit A to my March 12, 2012 Affidavit, the

nine-page "Client Services Agreement" between Plaintiff Kelly Hawkins and Lloyd Ward Group, LLC, is a true and correct copy from records kept by Lloyd Ward Group, LLC, in the regular course of business, and it was the regular course of business of Lloyd Ward Group, LLC for an employee or representative of Lloyd Ward Group, LLC, with knowledge of the act, event, condition, opinion, or diagnosis recorded, to make the record or to transmit the information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter.

4. I do not own property in Kansas, and have never owned property in Kansas. I do not have a bank account in Kansas, do not advertise in Kansas, and do not have an office or an agent in Kansas. I did not contract with Kelly Hawkins, and I have had no business transactions with Kelly Hawkins.

5. None of the Entity Defendants own property in Kansas, and have never owned property in Kansas. In addition, Defendants Lloyd Ward, PC and Lloyd Ward & Associates did not contract with Kelly Hawkins.

  
LLOYD E. WARD

Subscribed and sworn to before me on March 30, 2012.



  
Notary Public in and for the State of Texas

L. A. Kitchen  
Notary's name printed

Commission expires: 4-19-2014

C:\Users\Lloyd.LW\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\1B537H08\hw-af5.wpd



Lloyd Ward  
Associates

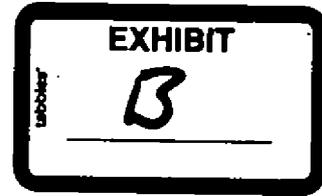
ATTORNEYS & COUNSELORS AT LAW  
NORTH CENTRAL PLAZA ONE  
12655 NORTH CENTRAL EXPRESSWAY, SUITE 1000  
DALLAS, TEXAS 75243

TELEPHONE: (972) 361-0036  
FACSIMILE: (972) 361-0039

LLOYD E. WARD  
lward@lloydward.com

www.LLOYDWARD.COM

June 21, 2011



Sean McGivern  
Withers, Gough, Pike, Pfaff & Peterson, LLC  
O.W. Carvey Bldg.  
200 W. Douglas, Suite 1010  
Wichita, KS 67202

"Via Facsimile"

Re: Kelly Hawkins  
Id Number: 23262

Dear Mr. Sean McGivern,

This letter shall serve as a follow up to the conversation you had with my office on June 14, 2011 whereby an offer of \$1286.68 was made to refund your client Mr. Kelly Hawkins. Mr. Hawkins entered into an agreement with Lloyd Ward on April 16, 2010 with a draft date commencing on the 10<sup>th</sup> day of the month starting with May 10, 2010 in the amount of \$288.83. Mr. Hawkins made a total of six payments and each payment was allocated as follows:

	<u>Monthly payment</u>	<u>Program Fee</u>	<u>Maintenance Fee</u>	<u>Customer Savings</u>
Months 1-3	\$288.83	\$243.83	\$45.00	\$0.00
Months 4-6	\$288.83	\$84.23	\$45.00	\$159.60

Mr. Hawkins was already returned the funds available in his special purpose account in the amount of \$446.30 on February 1, 2011.

Furthermore, during the time that Mr. Hawkins was active in the program numerous attempts were made to reach him to discuss settlement opportunities, however to no avail.



Mr. Hawkins was subsequently served with a lawsuit in November 2010 and this office accordingly assisted Mr. Hawkins in providing information on filing a response, requesting a continuance himself as well as provided Mr. Hawkins with options to settle the account, or alternatively a monthly payment plan. At no time did Mr. Hawkins have the necessary funds available to exercise any of the above options.

Please sign on the below line if you wish to accept and we will send you the required release. This offer is valid until Wednesday June 29, 2011.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Sincerely,

  
Lloyd Ward, Esq.  
LLOYD WARD, P.C.

From Article at [GetOutOfDebt.org](http://GetOutOfDebt.org)



ATTORNEYS & COUNSELORS AT LAW  
 NORTH CENTRAL PLAZA ONE  
 12655 NORTH CENTRAL EXPRESSWAY, SUITE 1000  
 DALLAS, TEXAS 75243  
 (972) 361-0036

LLOYD B. WARD  
 lward@lloydward.com

FACSIMILE (972) 361-0039  
 WWW.LLOYDWARD.COM

**FAX TRANSMITTAL SHEET**

**TO:** Sean McGivern

**FAX NUMBER:** 1-316-303-1018

**FROM:** Jamie Moore, Lloyd Ward

**DATE:** 06-22-2011

**SUBJECT:** Kelly Hawkins

**NO. OF PAGES (including cover):** 3

The information in this facsimile message is attorney privileged and confidential. If you are not the intended recipient, or the person responsible to deliver it to the intended recipient, you are notified that any dissemination or copying of this communication is prohibited. If you have received this fax in error, please immediately notify us by telephone and mail the original message to us at the above address.

SHOULD YOU EXPERIENCE DIFFICULTY IN RECEIVING THIS TRANSMISSION, PLEASE CALL (972) 361-0036.



# US Banking

## Crisis Never-Before-Seen Levels!



[Home](#) | [About Us](#) | [Debt Renegotiation](#) | [FBI](#) | [FAQs](#) | [Testimonials](#) | [Free Quote](#) | [Sample Attorney Renegotiations](#) | [Client Login](#)

### A Secure Plan

**CNA SURETY** [Click Here for CNA site](#)

We are Bonded by a Multi-Billion Dollar AM Best Rated A Co.

### Lloyd Ward & Associates Attorneys at Law

All Accounts Serviced and Negotiated by the Premier Debt Negotiation Law Firm in the U.S. In Business for over 25 years. [Click Here for more Information](#)

\*See Texas State Bar Membership

[Click Here](#)



Debt Solutions As Seen On



Affiliate of:  
**Nationwide**  
ATTORNEY GROUP

**FREE NO OBLIGATION QUOTE**  
[click here](#)

Legally get out of DEBT FAST!

- One Low Monthly Payment
- NO Home Required
- Debt Free in 24-36 months

International Association of  
Professional Debt Arbitrators



U.S. Chamber of Commerce



NotoWorld.co

[Home](#) | [About Us](#) | [Debt Renegotiation](#) | [FBI](#) | [FAQs](#) | [Testimonials](#) | [Free Quote](#) | [Disclaimer](#)

© Lloyd Ward & Associates Attorneys at Law - All Rights Reserved.  
12655 N. Central Expressway, Suite 300, Dallas, TX 75242



PAABC12192

Lloyd Ward & Associates Attorneys at Law does not provide tax or investment advice. If you need tax advice or investment advice, you must consult with professional tax advisor. Individual results will vary.

FILED  
MARION COUNTY, KS.

IN THE EIGHTH JUDICIAL DISTRICT  
DISTRICT COURT, MARION COUNTY, KANSAS  
CIVIL DEPARTMENT

2012 FEB -7 AM 9:58  
CLERK OF DISTRICT COURT

KELLY HAWKINS )  
 )  
 ) Plaintiff, )  
 v. )  
 )  
 )  
 )  
 ) LLOYD WARD )  
 ) LLOYD WARD, P.C. )  
 ) LLOYD WARD & ASSOCIATES )  
 ) LLOYD WARD GROUP, LLC, )  
 )  
 ) Defendants. )

Case No. 11 CV 52



Pursuant to K.S.A. Chapter 60

ORDER OF DEFAULT JUDGMENT

NOW ON THIS February 7th, 2012, this Motion for Default Judgment comes on before the Court. Plaintiff Kelly Hawkins appears in person and by attorneys Sean M. McGivern and Nathan R. Elliott of the firm Withers, Gough, Pike, Pfaff & Peterson, LLC. Defendants Lloyd Ward, Lloyd Ward, P.C., Lloyd Ward & Associates, and Lloyd Ward Group, LLC each fail to appear.

After examining the files and hearing the evidence, statements, and arguments of the Plaintiff and his counsel, the Court finds:

1. The Petition was filed on August 16, 2011. On August 24, 2011, defendant Lloyd Ward was served with process personally, and in his capacities as President of Lloyd Ward and Associates d/b/a Lloyd Ward Group, LLC and President of Lloyd Ward P.C. at 12655 North Central Expressway, Ste. 1000, Dallas, Texas 75243. Proper proof of service of process has been filed with the Court in this matter. This service on Lloyd Ward personally, and on Lloyd

Ward as President of Lloyd Ward & Associates d/b/a Lloyd Ward Group, LLC and Lloyd Ward P.C. satisfies the requirements for service under Kansas law.

2. The defendants were each required to serve a responsive pleading by September 14, 2011 and each failed to do so. To date, each of the defendants has failed to plead or otherwise defend this lawsuit and each is therefore in default pursuant to K.S.A. 60-255. By defaulting, each of the factual allegations and conclusions contained in the Petition and the Motion for Default Judgment are deemed admitted by the defendants.

3. The defendants were each given notice of this hearing and the amount of unliquidated damages sought by Plaintiff pursuant to Kansas Supreme Court Rule 118(d). Proof of compliance with Kansas Supreme Court Rule 118(d) has been filed with the Court in this matter. The documented service of notice, including service by certified mail, return receipt requested, satisfies the requirement for notice of this hearing under Kansas law.

4. Each of the defendants are subject to the jurisdiction of this Court through Kansas' long arm jurisdiction statute (K.S.A. 60-308) because they each, in person or through an agent or instrumentality, and operating as a joint venture at all times relevant to this dispute: (1) transacted business in Kansas; (2) committed tortious acts in Kansas; (3) entered into a contract with the Plaintiff, a resident of Kansas, to be performed in whole or in part in Kansas, (4) caused injury to the Plaintiff arising out of the defendants' acts and omissions outside of Kansas when, at the time, the defendants were engaged in solicitation or service activities in Kansas; and (5) provided legal advice and assistance to the Plaintiff in responding to a lawsuit filed against the Plaintiff in Marion County District Court (Case No. 10 LM 28), and assisting the Plaintiff in obtaining a continuance of a hearing on a motion for summary judgment filed in the same matter. Each of the defendants is further subject to the jurisdiction of this Court by virtue of the Kansas

Consumer Protection Act because the defendants are each suppliers who, in person or through an agent or instrumentality, engaged in a consumer transaction in Kansas. Each of the defendants is further subject to the jurisdiction of this Court by virtue of the Kansas Credit Services Organization Act because the defendants were each engaged in, or held themselves out as willing to engage in, the business of debt management services for a fee for the Plaintiff, a resident of Kansas. For these reasons, this Court's exercise of jurisdiction is proper and comports with due process.

5. The Court has subject matter jurisdiction over this dispute. The contract at issue provided that, if after giving the defendants thirty days' notice of a complaint, the Plaintiff remained unsatisfied with the defendants' response, the Plaintiff agreed to "mediate and/or arbitrate" the complaint prior to initiating a public or private complaint against the defendants. The Plaintiff gave the defendants written notice of his complaint on January 24, 2011 and again on April 7, 2011. On May 25, 2011, the Plaintiff offered to mediate his dispute with the defendants. The defendants declined to mediate the dispute so the Plaintiff brought this lawsuit.

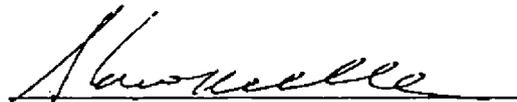
6. The defendants violated the Kansas Consumer Protection Act and the Kansas Credit Services Organization Act in each of the ways identified in the Petition and the Motion for Default Judgment. These violations damaged the Plaintiff: (1) in the amount of fees that he paid to the defendants; (2) by causing a judgment to be entered against the Plaintiff; and (3) by causing the Plaintiff considerable anguish, stress and despair. The Plaintiff is aggrieved because the defendants' acts adversely affected the Plaintiff's legal rights, namely by causing him to be sued and preventing him from hiring competent legal counsel to defend his rights. The imposition of a civil penalty in the aggregate amount of \$100,000.00 (\$4,347.82 for each of the twenty-three deceptive acts or practices and unconscionable acts or practices, including the per

se deceptive acts and practices that are violations of the Kansas Credit Services Organization Act, committed by the defendants, as enumerated in the Motion for Default Judgment) along with an award of attorneys' fees and the imposition of a civil injunction, is a just and proper resolution of this matter.

NOW THEREFORE THE COURT RULES AS FOLLOWS:

1. The above findings are made a part of the Order of this Court.
2. JUDGMENT IS HEREBY ENTERED in the amount of \$114,094.95 against the defendants, jointly and severally; comprised of:
  - a. \$100,000.00 (\$4,347.82 for each of the twenty-three deceptive acts or practices and unconscionable acts or practices, including the per se deceptive acts and practices that are violations of the Kansas Credit Services Organization Act, committed by the defendants, as enumerated in the Motion for Default Judgment) as civil penalties for violations of the Kansas Consumer Protection Act and Kansas Credit Services Organization Act;
  - b. \$14,094.95 for the Plaintiff's attorneys' fees pursuant to the Kansas Consumer Protection Act and Kansas Credit Services Organization Act; and
  - c. \$178.00 of court costs.
3. THE DEFENDANTS ARE HEREBY ENJOINED from violating the Kansas Consumer Protection Act and the Kansas Credit Services Organization Act.

IT IS SO ORDERED.

  
Hon. Steven L. Hornbaker,  
Judge, Eighth Judicial District,  
State of Kansas