

Commonwealth Of Kentucky

Court of Appeals

NO. 2004-CA-000499-MR

JEWELL ROBBINS

APPELLANT

v. APPEAL FROM FAYETTE CIRCUIT COURT
HONORABLE LAURANCE B. VANMETER, JUDGE
HONORABLE LEWIS G. PAISLEY, SPECIAL JUDGE
ACTION NO. 03-CI-01445

ATTORNEY GENERAL OF THE
COMMONWEALTH OF KENTUCKY,
CONSUMER PROTECTION DIVISION

APPELLEE

OPINION

AFFIRMING

** ** * * * * *

BEFORE: BUCKINGHAM, DYCHE, AND GUIDUGLI, JUDGES.

DYCHE, JUDGE: Jewell Robbins entered into an Assurance of Voluntary Compliance ("AVC") pursuant to KRS 367.230, relating to her promotion and sale of shares in the settlement/collection of litigation related to the Spindletop Oil Field in Texas. The execution of the document was based upon the Attorney General's interpretation that the Consumer Protection Act (KRS 367.110-.370) prohibits the solicitation of interests in future or

pending litigation, and that any representation made that such interests could be bought and sold is an unfair, false, misleading and/or deceptive practice as forbidden by the act. The purpose of the AVC was stated to be "to resolve existing questions relating to violations of KRS 376.170 et seq." The AVC further provided that Robbins would immediately cease and desist from advertising, soliciting, and accepting money from any person for the assignment of any interest in the litigation, and make refunds to all persons who demanded such refund.

Robbins subsequently sought a hearing on the merits of the underlying allegations by the Attorney General, arguing that she signed the AVC merely to be allowed to proceed with a scheduled meeting with persons who had entered into purchase/assignment agreements with her. She further alleged that "It was also agreed by and between the parties that Robbins would be allowed to have a hearing on the merits to determine if the Attorney General's opinion is correct and to address other issues on which the parties disagree."

The trial court denied the motion, holding that: the AVC was a contract freely entered into between parties represented by counsel; that the intent of the AVC was to conclude the matter in controversy; the AVC could have provided for a mechanism (but did not) to resolve disputed issues; Robbins could have refused to sign the AVC or cancel the

proposed meeting with purchasers; or to file a declaration of rights action requesting clarification from the court.

Robbins argues that the fact that the AVC, as executed, was negotiated between the parties and not signed as originally presented to her by the Attorney General, and the "circumstances surrounding" its entry are evidence that some future hearing was contemplated by the parties. Unfortunately, we are not favored with a brief from the Attorney General. We nevertheless agree with the trial court that Robbins was not forced to sign the AVC; that she had other options; that she was represented by counsel; and that the AVC is a contract, the contents of which are clear and not subject to further interpretation. The trial court found no reason to grant a hearing, and we agree. The order of the Fayette Circuit Court is affirmed.

ALL CONCUR.

BRIEF FOR APPELLANT:

NO BRIEF FOR APPELLEE:

Ronald D. Bowling
Lexington, Kentucky