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 CLERK DISTRICT COURT
 WYANDOTTE COUNTY KANSAS
 BY _____
 DEPUTY

IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*)
 Derek Schmidt, Attorney General,)
)
 Plaintiff,)
 v.)
)
 WILLIAM STORMS III, an individual)
)
 and)
)
 KANSAS CITY FOP #1 FUND, a corporation;)
)
 Defendants.)

Case No. **2022 CV 274**
7

(Pursuant to K.S.A. Chapter 60)

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this date, the parties' Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Attorney General, appears by and through Sarah M. Dietz, Assistant Attorney General.

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

PARTIES, JURISDICTION AND VENUE

1. Derek Schmidt is the duly elected, qualifying and acting Attorney General for 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 Charitable Organizations and Solicitations Act ("KCOSA"), K.S.A. 17-1759 *et seq.* at K.S.A. 17-1768(a), which authorizes the Attorney General to secure, among other things, damages, injunctive relief, and reasonable expenses against KCOSA violators.

3. Defendant William Storms III ("Defendant Storms"), is an individual with a residential address in Kansas City, Kansas. He may be served with process at this address.

4. Defendant Storms is the sole owner and operator and exercises exclusive control over the day-to-day operations of Kansas City FOP #1 Fund, the business previously registered in Bonner Springs, Kansas 66012.

5. Defendant Kansas City FOP #1 Fund was formed on November 15, 2020 and dissolved February 8, 2021.

6. K.S.A. 17-6807 provides, "All corporations, whether they expire by their own limitation or are otherwise dissolved, including revocation or forfeiture of articles of incorporation...shall be continued, nevertheless, for the term of three years from such expiration or dissolution or for such longer period as the district court in its discretion shall direct, bodies corporate for the purpose of prosecuting and defending suits..."

7. All references to the Defendants herein include acts performed individually, in concert, or by or through employees, directors, officers, owners, managers, agents, assigns, and all other persons or entities acting in concert with them or on their behalf, including their predecessors, subsidiaries, affiliates and successors.

8. Jurisdiction and venue are appropriate in District Court of Wyandotte County, Kansas,

pursuant to K.S.A. 17-1767(a) and K.S.A. 17-1775(a).

ALLEGATIONS

9. Defendant Kansas City FOP #1 Fund was incorporated as a Kansas non-profit charitable entity in 2020 to fundraise proceeds to go towards drug education and police relations with citizens.

10. Defendant Kansas City FOP #1 Fund is not a member of the Fraternal Order of Police.

11. At all times relevant hereto, and in the ordinary course of business, Defendants have acted as “charitable organizations,” as such term is defined by KCOSA at K.S.A. 17-1760(a) pursuing ostensibly “charitable purposes” under K.S.A. 17-1760(b).

12. Under K.S.A. 17-1769(e), KCOSA prohibits individuals from utilizing a name, symbol or statement so closely related or similar to that used by another charitable organization that the use thereof would tend to confuse or mislead a solicited person, whether or not any person has in fact been misled.

13. Plaintiff alleges that, were this matter to be litigated, the following could be proven:

That Defendants, by using and incorporating ‘Kansas City FOP #1’ as a charitable organization, utilized a name, symbol or statement so closely related or similar to that used by another charitable organization that the use thereof would tend to confuse or mislead a solicited person, in violation of K.S.A. 17-1769(e).

14. This Consent Judgment is not an admission by Defendants of a violation of the Kansas Charitable Organizations and Solicitations Act. Notwithstanding, Defendants agree to this Consent Judgment without trial or adjudication of any issue of fact or law and solely for the purpose of settlement.

INJUNCTIVE RELIEF

15. The Defendants agree to comply with all Kansas Laws, statutes, rules and regulations

relating to charitable organizations in Kansas, specifically, but not limited to, the Kansas Charitable Organizations and Solicitations Act, K.S.A. 17-1759 *et seq.*

16. The Defendants agree to be permanently enjoined from reorganizing Kansas City FOP #1 and utilizing the company in any business filings and solicitations.

17. Defendant Storms agrees to be permanently enjoined from soliciting on behalf of any charitable organization.

18. Defendant Storms agrees to be permanently enjoined from serving on a board of any charitable organization.

19. Defendant Storms agrees to be permanently enjoined from forming or organizing a charitable organization.

20. Defendants agree that upon request by the Office of the Kansas Attorney General, Defendants will appear and agree to testify completely and truthfully in any litigation. Defendants will not disclose to any person, other than their attorney, the substantive content of the discussions they have with the Office of the Kansas Attorney General in preparing for testimony.

21. The Defendants agree to transfer all remaining funds held in Defendant Kansas City FOP #1 Fund's bank account to Bonner Springs FOP #65, a properly licensed and registered Fraternal Order of Police lodge located in Bonner Springs, Kansas. Defendants agree to transfer the funds within thirty (30) days after entry of judgment. Defendants agree to provide Plaintiff with verification that the funds have been transferred within fourteen (14) days of the transfer.

22. The Defendants shall not cause or encourage third parties, nor knowingly permit third parties acting on their behalf, to engage in practices from which Defendants are prohibited by this Consent Judgment.

23. The Defendants shall not participate, directly or indirectly, in any activity or form a

separate entity or corporation for the purpose of engaging in acts or practices which are prohibited in this Consent Judgment or for any other purpose which would otherwise circumvent the spirit or purposes of this Consent Judgment.

24. The Defendants agree that the terms of this Consent Judgment apply to acts performed individually, in concert, or by or through its employees, agents, representatives, affiliates, assignees and successors.

MONETARY RELIEF

25. Defendants agree to pay the Office of the Kansas Attorney General \$10,000 in investigative fees and expenses, pursuant to K.S.A. 17-1773, in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General, mailed to:

Sarah M. Dietz, Assistant Attorney General, CP-21-001254
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

26. Payment shall be made over the course of thirty-six (36) months, in the amount of \$277.77 per month for thirty-five (35) months and a final payment of \$278.05 on the thirty-sixth (36) month. Payments shall begin on the 1st of June, 2022 and on or before the 1st of each month following up until payment has been made in full.

27. Defendant agrees that time is of the essence for each of the aforementioned payments, and Defendant shall be responsible for the timely submission of each payment.

28. In the event that Defendant fails to make any payments in accordance with paragraph 26 of the Judgment, upon ten (10) days after the failure to make the proscribed payment, the full amount of the unpaid judgment balance shall immediately become due and payable.

OTHER PROVISIONS

29. 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.

30. 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.

31. Compliance with this Consent Judgment does not relieve Defendants of any obligation imposed by applicable federal, state, or local law, nor shall this Consent Judgment preclude the Plaintiff from taking appropriate legal action to enforce any other statutes under his jurisdiction or from any other Federal or State agency to enforce any other federal, state, or local law under its jurisdiction.

32. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendants' business practices, nor shall the Defendants represent the Consent Judgment as such approval. The parties further understand and agree 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 this Consent Judgment shall not be construed to be an approval of or sanction of any representations, acts, or practices of the Defendants, nor shall any inaction by the Attorney General be considered a waiver by the attorney general of any rights under this Consent Judgment or applicable law.

33. This Consent Judgment represents the entire agreement between Plaintiff and the

Defendants, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Consent Judgment which are not fully expressed herein or attached hereto.

34. Defendants hereby represents and warranties that Defendants have had the opportunity to consult with and receive the advice of legal counsel regarding all matters relative to this Consent Judgment, including the rights and obligations of Defendants under this Consent Judgment and the consequences of breach hereunder. Defendants represent that the Defendants have read the Consent Judgment and knows and understands the contents thereof. Defendants further represent and warrant that Defendants are signing this Consent Judgment as the result of their own free act, and that Defendants have not relied on any statement(s) or representation(s) of the Attorney General or anyone acting on his behalf, except for those contained in this Consent Judgment.

35. By signing this Consent Judgment, the representative of the Defendants represent and warrant that such person is duly and legally authorized to execute this Consent Judgment on behalf of the Defendants, thus binding the Defendants to the provisions of this Consent Judgment.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as findings of fact and conclusions of law of the Court and any monies owed hereunder by the Defendants immediately becomes a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor of Plaintiff in the amount of \$10,000 in investigative fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the

Kansas Charitable Organizations and Solicitations Act, the provisions of K.S.A. 17-1768(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.

Date: 5-12-22

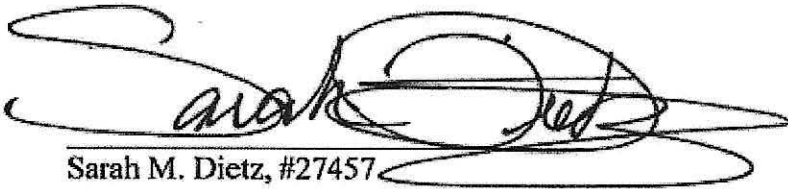


District Court Judge

Respectfully submitted,

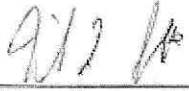
/s/ Derek Schmidt

DEREK SCHMIDT, #17781
KANSAS ATTORNEY GENERAL



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Approved by:



William Storms III, an individual



William Storms III, on behalf of
Kansas City FOP #1 Fund



Brian Levinson, #16396
Attorney for Defendants