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FILED
MIAMI COUNTY KANSAS
2010 JUL 22 PM 1:23
SUSAN M. JONES
CLERK OF THE DISTRICT COURT

IN THE DISTRICT COURT OF MIAMI COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
STEVE M. KEATON an individual,)
d/b/a Insurance Appraisal Center, LLC,)
)
Defendant.)

Case No. 10CV230

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 22 day of JULY 2010, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). Plaintiff, the State of Kansas, *ex rel.*, Steve Six, Attorney General, appears by and through Tai J. Vokins, Assistant Attorney General. Defendant appears *pro se*.

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

1. Steve Six 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 Steve M. Keaton can be served with process at 913 N. Pearl, Suite #4, Paola, Kansas 66071.

4. Defendant has a principal place of business at 913 N. Pearl, Suite #4, Paola, Kansas 66071.
5. Insurance Appraisal Center, LLC was a limited liability corporation that has been withdrawn from good standing as a Kansas corporation.
6. Defendant engages in consumer transactions in Kansas that include, but are not limited to insurance claims consulting, insurance appraisal and insurance settlement negotiation.
7. Defendant conducts business as a "supplier" as that term is defined by K.S.A. 50-624(j).
8. The Court has personal and subject matter jurisdiction over the parties for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.

PLAINTIFF'S ALLEGATIONS

9. The Plaintiff alleges Defendant engaged in the unauthorized practice of law in Kansas. Specifically, Plaintiff alleges Defendant engaged certain acts and practices that require specialized knowledge of legal principals by advising clients in the area of insurance appraisals and negotiation of insurance claims and settlements on behalf of consumers.
10. The Plaintiff alleges that Defendant's conduct is the unauthorized practice of law as governed by Kansas statute and *State ex rel. Stovall v. Martinez. State ex rel. Stovall v. Martinez*, 27 Kan.App.2d 9 (2000). Specifically, Plaintiff alleges Defendant advised consumers on the reasonableness of insurance settlements, negotiated a settlement on behalf of a consumer and made written demands of insurance companies on behalf of consumers. *See Martinez*, 27 Kan.App.2d at 9.
11. The Plaintiff alleges that Defendant engaged following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically

K.S.A. 50-626(a), K.S.A. 50-626(b)(1)(B), K.S.A. 50-626(b)(2), K.S.A. 50-627(a),
K.S.A. 50-627(b)(1), K.S.A. 50-627(b)(6).

DEFENDANT'S DENIAL

12. Defendant denies all of Plaintiff's allegations and voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

PARTIES' AGREEMENT

13. Defendant agrees that he is the alter-ego of Insurance Appraisal Center, LLC and that Insurance Appraisal Center, LLC's current status with the Kansas Secretary of State is "withdrawn."

14. Defendant agrees to immediately cease the practice of law unless properly licensed to do so in the state of Kansas. Defendant agrees that any future instance of the practice of law without a license shall constitute a violation of this Consent Judgment and result in enhanced civil penalties and any other penalties that may be imposed by the court as the court deems necessary and proper pursuant to K.S.A. 50-636.

15. Defendant agrees to never again violate the Kansas Consumer Protection act as a "supplier" as that term is defined by K.S.A. 50-624. Defendant agrees that any future violation of the Kansas Consumer Protection Act shall constitute a violation of this Consent Judgment and result in enhanced civil penalties and any other penalties that may be imposed by the court as the court deems necessary and proper pursuant to K.S.A. 50-636.

16. Defendant agrees to pay the office of the Kansas Attorney General \$3,000.00 pursuant to K.S.A. 50-632.

17. Defendant agrees to pay full restitution of \$150.00 to Rohit Kothari. This restitution shall be paid in certified funds made payable to Rohit Kothari and delivered to the Kansas Attorney General's office at the time of signing this document. The Attorney General's office will remit said restitution to Rohit Kothari.

18. The total judgment amount shall be \$3,150.00. Payment shall be made payable to the Kansas Attorney General's Office pursuant to the following schedule:

- a. \$150.00 in certified funds payable to Rohit Kothari due at the time of signing this document;
- b. \$500.00 in certified funds payable to the Kansas Attorney General due at the time of signing this document;
- c. \$500.00 in certified funds payable to the Kansas Attorney General due on or before August 21, 2010;
- d. \$500.00 in certified funds payable to the Kansas Attorney General due on or before September 21, 2010;
- e. \$500.00 in certified funds payable to the Kansas Attorney General due on or before October 21, 2010;
- f. \$500.00 in certified funds payable to the Kansas Attorney General due on or before November 21, 2010;
- g. \$500.00 in certified funds payable to the Kansas Attorney General due on or before December 21, 2010.

19. All payments made pursuant to paragraph 18 shall be made by certified funds either in person or by mail to the following address:

Kansas Attorney General's Office
ATTN: Tai J. Vokins, Assistant Attorney General
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612

20. Defendant understands that any missed payment according to the schedule outlined in paragraph 18 shall constitute a violation of this Consent Judgment subject to penalties pursuant to K.S.A. 50-636.

21. 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 this Consent Judgment or for the enforcement of compliance of this judgment, and for the punishment of violations of this judgment.

22. If any portion, provision, or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining provisions, portions or parts.

23. 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 his jurisdiction.

24. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the Kansas Attorney General of the business practices of Defendant nor shall Defendant represent the decree of such 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.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay the office of the Kansas Attorney General \$3,000.00, pursuant to K.S.A. 50-632, according to the payment schedule indicated in this judgment

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay restitution of \$150.00 to Rohit Kothari upon signing this document.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$3,150.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay all court costs associated with this action.

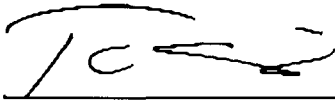
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.



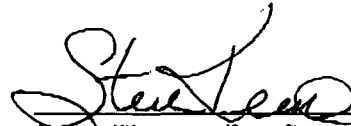
DISTRICT COURT JUDGE

Prepared and Approved by:



Tai J. Vokins, #23707
Assistant Attorney General
Office of the Attorney General
120 SW 10th Street, 2nd Floor
Topeka, Kansas 66612-1597

Attorney for Plaintiff


Steve Keaton, Pro Se