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KS. DISTRICT COURT
THIRD JUDICIAL DIST

02-019

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GENERAL JURISDICTION
TOPEKA, KANSAS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Division 14

STATE OF KANSAS, *ex rel.*)
CARLA J. STOVALL, Attorney General,)
)
Plaintiff,)
)
v.)
)
CIVIC DEVELOPMENT GROUP, L.L.C.,)
)
Defendant.)

Case No. 02 C 1065

Petition Pursuant to K.S.A. Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 6 day of AUGUST, ²⁰⁰²~~1999~~, 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 Civic Development Group, L.L.C., appears by and through Errol Copilevitz.

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 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 Civic Development Group, L.L.C., is a limited liability corporation organized under the laws of the state of New Jersey. Defendant's principal office is located at 655 Florida Grove Road, Hopelawn, New Jersey 08861.

4. Defendant Civic Development Group, L.L.C. is a New Jersey limited liability corporation. The President of Defendant Civic Development Group, L.L.C. is David Keezer.

5. Civic Development Group, L.L.C. is a professional fund raiser, as defined by K.S.A. §17-1760(d) and has made solicitations for donations, as defined by K.S.A. §17-1760(f).

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

7. Defendant stipulates and waives any objection to venue in Shawnee County.

8. Since January, 1998, Defendant has solicited donations from persons within the state of Kansas.

9. The Attorney General alleges that Defendant engaged in the following acts and practices that violate the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.*:

Defendant solicited Kansas consumers by telephone for donations to benefit Firefighters Charitable Foundation. Defendant failed to promptly discontinue the solicitation and hang up the phone when the consumers being solicited gave a negative response during the telephone call, in violation of K.S.A. §50-670(b)(4) and (5).

10. Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

11. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive, unconscionable, and/or violations of the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.* 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.

12. Defendant agrees to refrain from and to be permanently enjoined from engaging in any and all deceptive and/or unconscionable acts and practices in violation of the Kansas Consumer Protect Act, K.S.A. §50-623, *et seq.*, as it now exists or as amended in the future and Defendant agrees that engaging in such acts or practices after the date of this Consent Judgment shall constitute a violation of this Order.

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

14. Defendant agrees to make available and to disclose the provisions of this Consent Judgment to appropriate management and supervisory personnel, and all others upon request.

15. Defendant agrees to make full refunds of donations to all donors with a Kansas address from whom Defendant has accepted donations who have previously requested such refund. Such refunds shall be made payable to individuals due such refunds, and delivered to the Kansas Attorney General's Office in the form of cashier's checks or money orders within ten (10) days of the date such refund request is forwarded to Defendant.

16. Defendant agrees to resolve any future complaints filed with the Office of the Attorney General regarding Defendant after the date of this Consent Judgment to the satisfaction of the Attorney General within thirty (30) days of the date such complaint is forwarded to Defendant for resolution.

17. 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.

18. Defendant agrees to pay \$5,000 in investigation fees and expenses to the "Office of the Attorney General" of the state of Kansas. In addition, Defendant agrees to pay \$5,000 in civil penalties to the "State of Kansas," for violations of the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.* Payment shall be made by certified checks and shall be delivered to the Attorney General of the state of Kansas at the time of Defendant's signing of this Consent Judgment.

19. 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.

20. 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.

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 for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof, or for modification of this Consent Judgment upon agreement of the parties. The parties agree that this Consent Judgment resolves all issues

known to the parties under the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.* relating to the acts and practices alleged to be deceptive, unconscionable, and/or violations of the Kansas Consumer Protect Act, K.S.A. §50-623, *et seq.* in paragraph nine (9), including sub-paragraphs, of this Consent Judgment up through the date of the execution of this Consent Judgment.

22. If any portion, or part of this Consent Judgment is 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.

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 her jurisdiction.

24. The parties understand that this Consent Judgment shall not be construed as an approval 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 hereby by Defendant immediately become a judgment upon filing.

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

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.*, the court hereby approves the terms of the Consent Judgment and adopts the same as the order of the court.

IT IS SO ORDERED.

151 Hon. Nancy PARRISH
DISTRICT COURT JUDGE

Approved by:

Carla J. Stovall or her attorney Carla Stovall
Carla J. Stovall, #11433
Attorney General

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Attorney for Plaintiff

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Defendant

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