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CLERK OF THE SHAWNEE COUNTY DISTRICT COURT

CASE NUMBER: SN-2023-CV-000205

PII COMPLIANT



Court: Shawnee County District Court

Case Number: SN-2023-CV-000205

Case Title: State of Kansas ex rel Kris W Kobach
vs.
American Connections Inc

Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in black ink, reading "M E Christopher", followed by a long horizontal flourish.

/s/ Honorable Mary E Christopher, District Judge

Sarah Dietz, #27457
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 296-3751
Fax: (785) 291-3699
sarah.dietz@ag.ks.gov

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
KRIS W. KOBACH, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	
)	CASE NO.
AMERICAN CONNECTIONS, INC.,)	
dba WORLD CLASSROOMS)	
Defendant.)	
)	

(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.* Kris W. Kobach, 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. Kris W. Kobach 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 Consumer Protection Act ("KCPA"), K.S.A. 50-623 *et seq.*

3. Defendant American Connections Inc. ("Defendant") is a South Dakota Corporation with a principal place of business at 14 S Main St. Ste 200, Aberdeen SD 57401-4189. Defendant may be served at this address. Defendant is not registered to do business with the Kansas Secretary of State.

4. All references to the Defendant 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.

5. Jurisdiction and venue are appropriate in District Court of Shawnee County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

6. This Court has personal and subject matter jurisdiction over this controversy by the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, specifically K.S.A. 50-638(a) and (b), respectively.

ALLEGATIONS

7. Defendant has acted as a "supplier" in Kansas since at least 2018, as that term is defined by K.S.A. 50-624(1).

8. Defendant has engaged in "consumer transactions" in Kansas, as that term is defined by K.S.A. 50-624(c).

9. Defendant has engaged in consumer transactions with “consumers,” as that term is defined in K.S.A. 50-624(b).

10. Prior to January 1, 2021, Defendant had engaged in “door-to-door” sales with consumers, as that term is defined in K.S.A. 50-640(c)(1).

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

- Defendant failed to furnish consumers with a fully completed receipt or copy of the contract, in violation of K.S.A. 50-640(b)(1).
- Defendant failed to furnish consumers with the required duplicate copy of the three-day right to cancel, in violation of K.S.A. 50-640(b)(2).

12. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendant of any violation of the Kansas Consumer Protection Act. Notwithstanding, Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and solely for the purpose of settlement.

INJUNCTIVE RELIEF

13. Defendant shall be permanently enjoined from violating all Kansas Laws, statutes, rules and regulations relating to consumer transactions and door-to-door sales in Kansas, specifically, but not limited to, the Kansas Consumer Protection Act. K.S.A. § 50-623, *et seq.*

14. Defendant has ceased operating in Kansas, and agrees not to operate in Kansas unless or until it becomes properly registered with the Kansas Secretary of State, pursuant to K.S.A. § 17-7931.

15. In the event Defendant engages in any future “door-to-door” sales with consumers in Kansas, Defendant shall furnish the consumer with a fully completed copy of the contract pertaining to the sale at the time of its execution containing the three-day right to cancel, pursuant to K.S.A. 50-640(b)(1).

16. In the event Defendant engages in any future “door-to-door” sales with consumers in Kansas, Defendant shall furnish each consumer, at the time the consumer signs the contract, a copy of a completed form in duplicate, captioned “NOTICE OF CANCELLATION,” which shall be attached to the contract and follow the guidelines set forth in K.S.A. § 50-640(b)(2).

17. Defendant 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.

18. Defendant agrees 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.

19. Defendant agrees to fully cooperate with the Office of the Kansas Attorney General in any future complaints filed with the Office of the Kansas Attorney General and agrees to respond to such office within thirty (30) days of receiving a copy of the complaint.

20. Defendant agrees that engaging in such prohibited acts, after the date of this Consent Judgment, may constitute a violation of this Order and civil penalties may be imposed for each subsequent violation.

MONETARY RELIEF

21. Defendant agrees to pay the Office of the Kansas Attorney General a total sum of \$22,500.00 in civil penalties and \$12,500 in investigative fees and expenses, pursuant to K.S.A. 50-636, in the form of cashier’s check, money order, or other certified funds made payable to the Office of the Kansas Attorney General, mailed to:

Sarah M. Dietz, Assistant Attorney General
Office of the Kansas Attorney General

120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

CONSUMER RESTITUTION

22. Defendant agrees to pay consumer restitution, pursuant to K.S.A. 50-632.

Consumer restitution shall be paid to the following consumers through the Office of the Kansas Attorney General who will disburse to the consumers:

- M.L.: \$3,998;
- J.A.: \$1,889.00;
- S.H.: \$1,800; and
- A.R.: \$5,767.

OTHER PROVISIONS

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

24. 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.

25. 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.

26. Compliance with this Consent Judgment does not relieve Defendant 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 subsequent violations of 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.

27. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendant's business practices, nor shall the Defendant 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 Defendant, 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.

28. This Consent Judgment represents the entire agreement between Plaintiff and the Defendant, 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.

29. Defendant hereby represents and warrants that Defendant 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 Defendant under this Consent Judgment and the consequences of breach hereunder. Defendant represents that the Defendant has read the Consent Judgment and knows and understands the contents thereof. Defendant further represents and warrants that Defendant is signing this Consent Judgment as the result of its own free act, and that

Defendant has 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.

30. By signing this Consent Judgment, the Defendant represents and warrants that the officer signing the Consent Judgment is duly and legally authorized to execute this Consent Judgment on behalf of the Defendant, thus binding the Defendant to the provisions of this Consent Judgment.

31. Provided Defendant makes payment of the consumer restitution in the total amount of \$13,454 and makes payment of penalties and fees in the amount of \$35,000 within thirty (30) days of full execution of this Consent Judgment, no money judgment shall be taken against Defendant.

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.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant make payment of consumer restitution in the amount of \$13,454 to be disbursed under the following calculations to the named consumers:

- M.L.: \$3,998;
- J.A.: \$1,889.00;
- S.H.: \$1,800; and
- A.R.: \$5,767.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant pay Plaintiff the amount of \$22,500 in civil penalties and \$12,500 investigative fees.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that pursuant to the Kansas Consumer Protection Act, 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.

THIS ORDER IS EFFECTIVE AS OF THE DATE AND TIME SHOWN ON THE ELECTRONIC FILE STAMP.

Respectfully submitted,



Kris W. Kobach, #17280
KANSAS ATTORNEY GENERAL




Sarah M. Dietz, #27457
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 296-3751
Fax: (785) 291-3699
sarah.dietz@ag.ks.gov



Kennyhertz Perry, LLC

Benjamin L. Tompkins, #20164
Shawnee Mission Pkwy., Suite 210
Mission Woods, Kansas 66205
Tel: (816) 527-9447
Fax: (855) 844-2914
ben@kennyhertzperry.com
Attorney for Defendant

American Connections, Inc.,

By 
Its CEO