

IN THE TENTH JUDICIAL DISTRICT
DISTRICT COURT, JOHNSON COUNTY, KANSAS
CIVIL DEPARTMENT

STATE OF KANSAS, <i>EX REL.</i>)	
STEPHEN M. HOWE, DISTRICT ATTORNEY)	
TENTH JUDICIAL DISTRICT,)	
)	
Plaintiff)	
v.)	Case No.
)	Division No.
BRADLEY CHAPIN, an individual,)	
and LEGACY AUCTION GROUP, LLC,)	
d/b/a LEGACY AUCTION GROUP & REALTY,)	
)	
Defendant.)	
)	

Pursuant to Chapter 60 of the Kansas Statutes Annotated

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this ____ day of July 2024, Plaintiff’s Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff appears by and through Stephen M. Howe, District Attorney, and Emilie Burdette, Assistant District Attorney. Defendants appears by and through John Bengé.

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

1. Stephen M. Howe is the duly elected, qualified and acting District Attorney for the Tenth Judicial District of the State of Kansas.
2. The District Attorney’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. At all times relevant hereto, Defendant Bradley Chapin (hereinafter “Defendant Chapin”) operated Defendant Legacy Auction Group, LLC (hereinafter “Defendant Legacy”). Defendant Legacy is registered with the Kansas Secretary of State and is in

active and good standing status. Defendant Chapin also does business as Legacy Auction Group & Realty.

4. Defendant Legacy operates from a location in Mission Hills, Johnson County, Kansas.
5. Defendant Legacy utilizes a website at www.auctionskc.com. Defendants assert they conduct auctions, estate sales and real estate auctions in the Kansas City area, including locations within Johnson County, Kansas.
6. Defendants are subject to the Court's jurisdiction under the Kansas Consumer Protection Act pursuant to K.S.A. 50-638.
7. Venue is proper in the Tenth Judicial District of Kansas, Johnson County, pursuant to K.S.A. 50-638.
8. At all times relevant to the allegations set forth herein and in the ordinary course of business Defendants engaged in consumer transactions as defined by K.S.A. 50-624(c) individually. At all times relevant to the allegations set forth herein and, in the ordinary course of business, Defendants acted as "suppliers" as defined by K.S.A. 50-624(j).
9. Plaintiff alleges that Defendants committed certain acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, including but not limited to the following:
 - a. Defendants advertise via their website www.auctionskc.com that they are available to conduct real property auctions within Johnson County, Kansas. Defendants are not licensed with the Kansas Real Estate Commission. K.S.A. 58-3035(f)(5) provides that an individual who auctions or offers, attempts, or agrees to auction real estate or assists an auctioneer by procuring bids at a real estate auction is engaging in a licensed activity.

- b. The Johnson County District Attorney's Office Consumer Protection Division has received two consumer complaints related to real property sales conducted by Defendants within Johnson County, Kansas.
- c. On July 21, 2017, (Docket No. 17-6302) Defendant received a warning letter from the Kansas Real Estate Commission related to an advertisement referencing a real property auction to be conducted by Defendant Chapin within Kansas. Defendant Chapin was advised he was engaging in a licensed activity and required a license. Defendant Chapin did not obtain a license.
- d. On September 1, 2020, (Docket No. 21-8962), Defendant Chapin received a warning letter from the Kansas Real Estate Commission related to properties Defendant auctioned without a license within Kansas. Defendant Chapin was advised he was engaging in licensed activity and required a license. Defendant Chapin did not obtain a license.
- e. Despite the warnings from the Kansas Real Estate Commission, Defendants continue to offer services in Johnson County, Kansas, that they are not legally permitted to perform. Defendants have made representations that they have an approval, status, affiliation, or connection that they have in the State of Missouri but do not have in the State of Kansas, in violation of K.S.A. 50-626(b)(1)(B).

- 10. Defendants voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law and without admitting any allegation contained herein.
- 11. Defendants agree to immediately cease engaging in activity requiring a license from the Kansas Real Estate Commission within Johnson County, Kansas, until such time that a license is procured.
- 12. Within 5 days of execution of this agreement, Defendants agree to clarify in all of Defendants' advertisements, websites, social media accounts, business cards, paperwork, etc. that Defendants are not licensed to sell real estate in the State of Kansas, until such time that Defendant Chapin obtains a valid license from the Kansas Real Estate Commission.
- 13. Pursuant to K.S.A. 50-632, Defendants agrees to entry of judgment in the amount of

\$5,000.00. The parties agree the judgment shall be satisfied by two equal payments as set forth below:

- a. At the time of execution of this agreement, Defendants shall deliver to Plaintiff a cashier's check or money order in the amount of \$2,500.00 made payable directly to "Johnson County District Attorney"; and
- b. Defendants agrees to deliver to Plaintiff a second cashier's check or money order in the amount of \$2,500.00 made payable directly to "Johnson County District Attorney" on or before August 30, 2024.

14. Defendants agree to fully cooperate in the investigation of any consumer complaints received by the Johnson County District Attorney's Office arising under the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* This shall apply to complaints received for transactions occurring both before and after the date of execution of this judgment. Defendants agree to respond to any such complaint within 30 days of receiving notice.
15. Pursuant to K.S.A. 50-636, a violation of this order may result in the imposition of a civil penalty, in addition to other penalties, fees and remedies as ordered by the Court.
16. Compliance with this Consent Judgment does not relieve Defendants of any obligations imposed by applicable federal, state, or local law, nor shall the District Attorney be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction. The parties agree that no further Kansas Consumer Protection Act-based claims shall be brought by Plaintiff related to Defendants' past conduct as alleged herein at Paragraph 9.
17. Defendants agree they cannot avoid compliance with the terms of this Consent

Judgment by forming, organizing, or reorganizing into any partnership, corporation, sole proprietorship, or any other legal structure.

18. The parties understand this Consent Judgment shall not be construed as an approval or sanction by the District Attorney of the business practices of Defendants, nor shall Defendants represent the decree of such approval. The parties further understand that the failure and agreement by the District Attorney to refrain from taking 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.
19. Nothing in this Consent Judgment shall be construed to limit the rights of any consumers from pursuing all legal remedies they may be entitled to assert individually through a private cause of action against Defendants.
20. Defendants acknowledge and agree this Court has continuing jurisdiction over this matter pursuant to K.S.A. 50-632(b) and any breach of the terms or conditions set forth herein, may be treated as a violation of the Court's order and may be subject to further penalties under the law.
21. This Court shall also retain such jurisdiction 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 relief as may be necessary or appropriate for the modification or compliance of any provisions contained herein. This Court shall also retain jurisdiction if any violation of any term of this Consent Judgment is committed.
22. 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.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulations and agreements of the parties contained herein are found to be reasonable and are hereby adopted and approved as the findings of fact and conclusions of law of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is hereby entered against Defendants in favor of Plaintiff and for judgment in the amount of \$5,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Court shall retain jurisdiction over the parties and subject matter of this action for the purpose of rendering any additional equitable relief, orders, decrees, or judgments as may be requested by the parties or may be deemed appropriate by the Court.

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

/s/ DAVID W HAUBER
Dated: 07/11/24

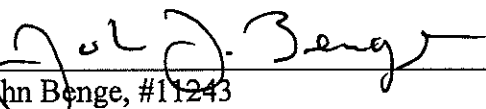
Hon. Judge of the District Court
10th Judicial District
Johnson County, Kansas

Respectfully submitted and approved by:

By:  _____

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By:  _____

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