
Sneed Law Firm, LLC

Memorandum

To: The Honorable Julia Lynn, Chair
Senate Commerce Committee

From: William W. Sneed, Legislative Counsel
USAA Real Estate Services
Cartus Corporation

Date: February 12, 2019

RE: S.B. 42

Madam Chair, Members of the Committee: My name is Bill Sneed and I am Legislative Counsel for Cartus Corporation, which runs the affinity program for USAA Residential Real Estate Services. Please accept this testimony as a request for an amendment to S.B. 42.

S.B. 42 is to address K.S.A. 58-3062(a)(3) and (a)(4), which prohibits the use of rebates within a normal real estate transaction. Unfortunately, there is no definition of the word “rebate” within the Act. Over the years, the Kansas Real Estate Commission (“KREC”) attempted to handle this issue on a case-by-case basis, and over the years published “opinions” on the KREC web page. That practice ran afoul of Kansas law dealing with formally adopted regulations. Thus, in June of 2017, KREC commissioned a public hearing to define what constitutes a rebate (Proposed Regulation K.A.R. 86-3-32). Although some had real concerns as to the legal authority for KREC to promulgate this regulation, my clients started a dialogue with KREC in an attempt to craft the regulation in a manner that would not disrupt my client’s reward system.

Over the next several months, my clients worked with KREC, but in the end we were unable to reach a solution that was acceptable to all parties.

At KREC’s October, 2017 meeting, with no solution on the proposed regulation, KREC directed staff to work with interested parties to seek a legislative solution. Again, after several attempts, the

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parties were unable to arrive at an agreement. KREC agreed to continue studying the issue and request guidance in an Attorney General opinion. However, my clients, concerned about the uncertainty of the issue, made the decision to move forward and request a legislative solution, 2018 H.B. 2494 and S.B. 435. Because of the Attorney General request, the Legislature did not take action on either bill, and we agreed to wait on direction from the Attorney General.

On December 12, 2018, the Attorney General issued opinion 2018-17. Specifically, he reviewed a specific scenario and opined as to whether or not such acts would constitute a rebate. The scenario analyzed is the exact type of reward program that my clients utilized. I have highlighted the appropriate sections of the Attorney General's opinion, which is attached as Attachment 1.

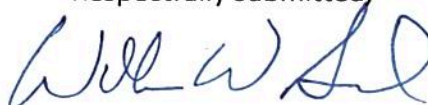
As you can see, the Attorney General opined that my client's program is not a rebate. Based on that opinion, the KREC voted to seek legislation on other forms of rebates, but in the meeting the Commission was clear they were not seeking any change that would adversely affect my client's program.

We appreciate the Commission's taking that position, but in wanting to err on the side of caution, we would respectfully request that if the Committee does work S.B. 42, that the amendment attached as Attachment 2 be added. All this amendment does is to make clear that S.B. 42 does not change the Attorney General's opinion as it relates to my client's program. By way of background, I have attached as Attachment 3 our legal analysis as to why our program makes sound legal and business sense.

Based on all this information, we respectfully ask that when you work S.B. 42, you amend the bill as stated in our balloon draft.

Thank you, and I am available for questions at your convenience.

Respectfully submitted,



William W. Sneed



STATE OF KANSAS
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December 12, 2018

ATTORNEY GENERAL OPINION NO. 2018- 17

Erik Wisner, Executive Director
Kansas Real Estate Commission
Jayhawk Tower, Suite 404
700 S.W. Jackson
Topeka, KS 66603-3785

Re: Personal and Real Property—Real Estate Brokers and Salespersons; Licensing—Prohibited Acts; Rebate; Referral Fee: Gift Certificate

Synopsis: A licensee does not violate K.S.A. 2018 Supp. 58-3062(a)(3) or (4) when a portion of the commission or fee paid to the licensee is used to purchase a gift card that is conveyed to the licensee's client, provided the proceeds of the gift card do not reduce the amount of commission, fee or purchase price paid by the licensee's client. Cited herein: K.S.A. 40-966; 40-2403; K.S.A. 2018 Supp. 40-2404; K.S.A. 40-3513; K.S.A. 2018 Supp. 58-3034; 58-3035; 58-3062; K.S.A. 65-1516; 65-2837; L. 2008, Ch. 155, § 5; L. 2004, Ch. 180, § 6; L. 1995, Ch. 252, § 20; L. 1991, Ch. 153, § 5; L. 1989, Ch. 167, § 7; L. 1980, Ch. 164, § 29.

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Dear Mr. Wisner:

On behalf of the Kansas Real Estate Commission, you request our opinion regarding whether a licensee's participation in a particular referral scenario would constitute accepting or giving a rebate or paying a referral fee in violation of K.S.A. 2018 Supp. 58-3062(a)(3) or (4). You set out the scenario as follows:

A Kansas real estate licensee has entered into an agreement with an out-of-state company, which holds a corporate real estate license in another state, to be included in that company's referral network. As part of the referral agreement, the licensee agrees to pay the company a percentage of the licensee's commission from each referral that results in a closed sales transaction. The out-of-state company keeps a portion of that payment and forwards the rest to another company, which also holds a corporate real estate license in another state. The second company uses those funds to provide a gift card to the licensee's referred client upon closing. The amount of the gift card depends on the purchase price of the property; the greater the purchase price, the greater the amount of the gift card. The gift card is redeemable at hundreds of vendors but is not a universally-accepted form of payment such as cash. Because of their respective business relationships with the referral company, both the referred client and the Kansas licensee know the client will receive a gift card from the affiliated company if the transaction closes.¹

The Real Estate Brokers' and Salespersons' License Act² (Act) provides for the licensure and regulation of brokers and salespersons who, for compensation, engage in the business of buying, selling, exchanging or leasing real estate.³ Prohibited activities are set forth in K.S.A. 2018 Supp. 58-3062. The statute provides, in part:

(a) No licensee,⁴ whether acting as an agent, transaction broker or a principal, shall:

. . . .

(3) Accept, give or charge any rebate or undisclosed commission.

(4) Pay a referral fee to a person who is properly licensed as a broker or salesperson in Kansas or another jurisdiction or who holds a corporate real estate license in another jurisdiction if the licensee knows that the payment of the referral fee will result in the payment of a rebate by the Kansas or out-of-state licensee.⁵

In the scenario presented, the issue is whether conveyance of the gift card to the referred client is payment of a "rebate" to the referred client of any commission, fee or purchase price paid by the referred client.

¹ Eric Wisner, Correspondence, February 19, 2018.

² K.S.A. 58-3034 *et seq.*

³ See K.S.A. 2018 Supp. 58-3035(c), (f), (k) and (o).

⁴ "Licensee" means any person licensed under this act as a broker or salesperson." K.S.A. 2018 Supp. 58-3035(k).

⁵ K.S.A. 2018 Supp. 58-3062(a).

The prohibition against accepting, giving or charging any rebate or undisclosed commission has been in existence since the inception of the Act.⁶ The provision precluding payment of a referral fee that results in the payment of a rebate was added nine years later.⁷ The Act, however, has never defined “rebate.” In determining the meaning of “rebate,” we follow the rules of statutory construction.

[T]he fundamental goal of statutory construction is to ascertain the intent of the legislature. But in determining legislative intent, the starting point is not legislative history; rather, we first look to the plain language of the statute, giving common words their ordinary meaning. If the plain language of a statute is unambiguous, we do not speculate as to the legislative intent behind it and will not read into the statute something not readily found in it.⁸

“Rebate” is defined as: “a) to give back (part of an amount paid) b) to make a deduction from (a bill)”⁹ and constitutes “1. [a] return of part of a payment, serving as a discount or reduction. 2. [a]n amount of money that is paid back when someone has overpaid.”¹⁰ The Wisconsin Court of Appeals applied the definition from Black’s Law Dictionary when it determined that “the words ‘rebates,’ ‘refunds,’ and ‘discounts’ mean essentially the same thing – a reduction or credit that is tied to the price of the good or service being purchased by the recipient of the reduction or credit.”¹¹ “[T]o be a ‘discount,’ the ‘payment or allowance’ must be a reduction from the price that would be paid if the ‘discount’ were not given.”¹² “A rebate is something that is returned to a purchaser out of the purchase price of goods to accomplish a reduction of the purchase price.”¹³ Payment of a portion of the price, even though unknown by the purchaser, has also been found to be a rebate.¹⁴ Therefore, conveyance of the gift card in the scenario described above would violate K.S.A. 2018 Supp. 58-3062(a)(3) and (4)

⁶ See L. 1980, Ch. 164, § 29(a)(4). See also L. 2008, Ch. 155, § 5.

⁷ See L. 1989, Ch. 167, § 7(a)(4). See also L. 1995, Ch. 252, § 20(a); L. 2008, Ch. 155, § 5.

⁸ *Univ. of Kansas Hospital Authority v. Bd. of County Comm’rs of the Unified Gov’t of Wyandotte County/Kansas City*, 301 Kan. 993, 998-99 (2015) (internal citations and quotation marks omitted).

⁹ Webster’s New World College Dictionary 1211 (5th ed. 2016).

¹⁰ Black’s Law Dictionary 1458 (10th ed. 2009).

¹¹ *Tele-Port, Inc. v. Ameritech Communications, Inc.*, 248 Wis. 2d 846, 861-62, 637 N.W.2d 782, 790 (Wis. Ct. App. 2001).

¹² *Id.* at 862.

¹³ *Shinn v. Oklahoma Alcoholic Beverage Control Bd.*, 1964 Ok. 63, 397 P.2d 157, 160 (Okla. 1964). See also *Prosperity Tieh Enterprise Co., Ltd. v. United States*, 42 CIT _____, 284 F.Supp.3d 1364, 1369 (2018) and *Papierfabrik August Koehler AG v. U.S.*, 38 CIT _____, 971 F.Supp.2d 1246, 1252 (2014) (19 C.F.R. § 351.102(b)(38) includes “rebate” as “any change in the price charged for . . . the foreign like product” that was “reflected in the purchaser’s net outlay”).

¹⁴ *McGuire v. American Family Mutual Ins. Co.*, 448 Fed.Appx. 801 (10th Cir. 2011) (unpublished opinion) (insurance agent paid portion of annual premium on term life insurance policy unbeknown to insured; constituted an unfair method of competition or an unfair or deceptive act or practice in the business of insurance under K.S.A. 40-2403 and 40-2404(8)).

if it is a reduction of the amount paid by the referred client as the broker's commission or fee or the real property's purchase price.

In the scenario presented, there is no indication that the gift card may be applied towards the payment of the broker's commission or fee or the real property's purchase price. Under such circumstances, there is no reduction in the amount of commission, fee or purchase price paid by the referred client. Since the commission, fee or purchase price is not reduced, there is no rebate in violation of K.S.A. 58-3062(a)(3) or (4).

We note that a provision precluding the "[o]ffer[ing] or giv[ing] of prizes, gifts or gratuities which are contingent upon a client's listing, purchasing or leasing property" was included in the original Act.¹⁵ In 1991, the provision was amended to state, "No licensee . . . shall: . . . (17) Offer or give prizes, gifts or gratuities that are contingent upon an agency agreement or the sale, purchase or lease of real estate."¹⁶ The prohibition against conferring prizes, gifts or gratuities "demonstrate[d] a clear expression of public policy by a Legislature committed to outlawing any form of prize, gift or gratuity by a real estate broker as an inducement to attract clients."¹⁷ The scenario presented by the Kansas Real Estate Commission would likely have violated these provisions. The statutory prohibition of offering or giving prizes, gifts or gratuities, however, was repealed in 2004.¹⁸ Courts generally presume that when the Legislature revises an existing law, it intends to make a substantive change.¹⁹

Further evidence of such a change is found in legislative acts pertaining to other professions that include similar restrictions regarding the payment of rebates.²⁰

¹⁵ See L. 1980, Ch. 164, § 29(a)(12).

¹⁶ L. 1991, Ch. 163, § 5(a).

¹⁷ Attorney General Opinion No. 98-53.

¹⁸ L. 2004, Ch. 180, § 6.

¹⁹ *State v. Pulliam*, 430 P.3d 39 (Kan. 2018).

²⁰ See, e.g., K.S.A. 40-966 (fire and casualty insurance; "No insurer or employee thereof, and no broker or agent shall pay, allow, or give, or offer to pay, allow to give, directly or indirectly, as an inducement to insurance, or after insurance has been effected, any rebate, discount, abatement, credit or reduction of the premium named in a policy of insurance, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy of insurance, except to the extent provided for in an applicable filing."); K.S.A. 2018 Supp. 40-2404 (insurance agents; "The following are hereby defined as unfair methods of competition and unfair or deceptive acts or practices in the business of insurance: . . . (8) *Rebates*. (a) Except as otherwise expressly provided by law, knowingly permitting, offering to make or making any contract of life insurance, life annuity or accident and health insurance, or agreement as to such contract other than as plainly expressed in the insurance contract issued thereon; paying, allowing, giving or offering to pay, allow or give, directly or indirectly, as inducement to such insurance, or annuity, any rebate of premiums payable on the contract, any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, selling, purchasing or offering to give, sell or purchase as inducement to such insurance contract or annuity or in connection therewith, any stocks, bonds or other securities of any insurance company or other corporation, association or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the contract."); K.S.A. 40-3513

As is the situation with the Real Estate Brokers' and Salespersons' License Act, none of the acts includes a definition of "rebate." Unlike the Real Estate Brokers' and Salespersons' License Act, the prohibitions in those acts are not limited to the payment of rebates, but include prohibitions against offering gifts, prizes and other inducements.²¹ "[W]hen legislative intent is in question, we can presume that when the legislature expressly includes specific terms, it intends to exclude any items not expressly included in the specific list."²²

The Legislature has shown that it is able to preclude licensees from engaging in conduct as set forth in the scenario. The provisions that would preclude such conduct are not currently included in the Act. A licensee does not violate K.S.A. 2018 Supp. 58-3062(a)(3) or (4) when a portion of the commission or fee paid to the licensee is used to purchase a gift card that is conveyed to the licensee's client, provided the proceeds of the gift card do not reduce the amount of commission, fee or purchase price paid by the licensee's client.

Sincerely,



Derek Schmidt
Attorney General



Richard D. Smith
Assistant Attorney General

DS:AA:RDS:sb

(mortgage insurance; "(c) Any mortgage guaranty insurance company which pays any commission or makes any unlawful rebate in violation of the provisions of this article shall be subject to the penalties prescribed in K.S.A. 40-2407 and 40-2411."); 65-1516 (optometrists; "(b) 'Unprofessional conduct' means: . . . (10) Directly or indirectly giving or receiving any fee, commission, rebate or other compensation for professional services not actually and personally rendered, other than through the legal functioning of lawful professional partnerships, corporations or associations."); 65-2837 (healing arts; "(b) 'Unprofessional conduct' means: . . . (19) Directly or indirectly giving or receiving any fee, commission, rebate or other compensation for professional services not actually and personally rendered, other than through the legal functioning of lawful professional partnerships, corporations, limited liability companies or associations.").

²¹ See, *supra*, footnote 20.

²² *In re Lietz Const. Co.*, 273 Kan. 890, 911 (2002).

(o) "Rebate" means the return of all or part of the purchase price of real estate, whether by cash or cash equivalent, that is promised or agreed to by a licensee and a client or customer before closing and is contingent on the transaction closing. "Rebate" includes the return of all or part of any commission or compensation paid to a licensee in any transaction that has as its purpose the purchase of real estate at a price different from the price specified in the closing statement. For the purposes of defining "rebate," "cash equivalent" means gift cards, prepaid credit cards and any other item with a value equal to a specific amount of money that can be used ~~in the same manner as cash.~~

(p) "Salesperson" means an individual, other than an associate broker, who is employed by a broker or is associated with a broker as an independent contractor and participates in any activity described in subsection (f).

(q) "Supervising broker" means an individual, other than a branch broker, who has a broker's license and who has been designated as the broker who is responsible for the supervision of the primary office of a broker and the activities of salespersons and associate brokers who are assigned to ~~such~~ the office and all of whom are licensed pursuant to ~~subsection (b)~~ of K.S.A. 58-3042(b), and amendments thereto. "Supervising broker" also means a broker who operates a sole proprietorship and with whom associate brokers or salespersons are affiliated as employees or independent contractors.

Sec. 2. K.S.A. 2018 Supp. 58-3035 is hereby repealed.

Sec. 3. This act shall take effect and be in force from and after its publication in the statute book.

as a universally-accepted form of payment,

such

. A gift card or such item is not a "rebate" if it is not applied towards payment of the licensee's fee or commission or the real property's purchase price at closing.

I. LEGISLATIVE HISTORY

K.S.A. 58-3062 was first adopted in 1980 (Laws 1980, ch 164, §29) and has been amended from time to time. Generally, the state sets forth a list of prohibited acts for licensed Kansas real estate agents. Compliance with the statute is enforced by KREC. As early as 1995, the statute stated that no agent shall “accept, give or charge any rebate or undisclosed commission.” At that time, the statute also provided that no agent should “offer or give prizes, gifts or gratuities which are contingent upon an agency agreement or the sale, purchased or lease of real estate.” K.S.A. 1995 Supp. 58-3062, subsections 4 and 11, respectively; see also Laws 1996, ch 212, §7. At no time was the word “rebate” defined in the statute.

The prohibition on offering or giving prizes, gifts or gratuities was repealed in its entirety in 2004. Laws 2004, ch 180, §6. The “rebate” prohibition remains unchanged to date. There are no Kansas appellate court decisions interpreting subsection (a)(3) of K.S.A. 58-3062.

II. BENEFITS OF REBATES AND INDUCEMENTS.

The predominant form of payment for real estate brokerage services remains the “commission,” a percentage of the price paid for the property. Brokers may compete by offering their services at different commission levels. To compete against one another, brokers in other states also frequently offer customers rebates and inducements. Examples of rebates and inducements include cash (whereby the buyer’s broker offers some percentage or amount of his or her commission to the buyer), free products and services (such as televisions or home inspections), discounts or vouchers for other products and services (such as home moving services or home improvement stores), and donations to charities on the customer’s behalf.

Rebates and inducements benefit home buyers and sellers. Under the traditional structure of a real estate contract, the seller and seller’s broker determine the amount of the commission, and how it is allocated between the seller’s and buyer’s broker. If the seller’s broker also finds the buyer, then that broker keeps the full commission. If, instead, different brokers represent the seller and buyer, the seller’s broker pays the commission of the buyer’s broker, and the size of that payment is not controlled by the buyer. Being able to offer rebates and inducements allows brokers to compete for the buyer’s business by reducing the compensation they receive for representing a buyer.

Rebates also benefit sellers. Rebates, for example, could be selectively offered to more price-sensitive home sellers. Thus, a broker could keep his or her commission fixed (for example at six percent), but discount to certain sellers through a rebate or inducement.

Buyers and sellers may also benefit from inducements, such as free or reduced-priced non-real estate brokerage services, for which a broker may be able to contract at lower prices than would normally be available to buyers and sellers.

More generally, a more competitive and more efficiently-operating marketplace will tend to generate greater benefits for both home sellers and home buyers. All buyers and sellers benefit

if the process of selling homes is less expensive. Consequently, allowing non-misleading rebates and inducements is procompetitive and represents an important component of price competition. Such price competition is permitted in most states. National discount brokers, for example, advertise rebates and inducements in the many states where they are permitted. Customers in these states then ask for rebates and inducements.

We believe that the gift card program that USAA uses is a truly a simple and functional way to say thank you to the buyers for their business and is not a violation of current Kansas law. The intent is to express gratitude and build good will. Under no circumstances is it considered by any of the parties as “returning a part of the purchase price” to the buyer or as a “rebate” of any part of the purchase price. The test of the regulation is the intent of the parties and the four indicia listed are simply things the Commission has decided are indicia of an intent to give a rebate. Even if one or more of the indicia were to be found, the fact is that the gift cards are gifts to show appreciation and build good will.

The gift card used in the USAA program is not a cash equivalent because it can only be used to purchase merchandise, cash cannot be obtained from it from any source, and if a purchase is made for less than the value of the gift card, it simply reduces the remaining usable value of the card and no cash is tendered to the user. The gift cards, while redeemable at more than one vendor, are limited to “specific vendors” and so fall within #1 of the “permissible gifts.” The exception to permissible gifts under category one is a prepaid credit card, which the USAA offered gift cards are not. Prepaid credit cards are usable anywhere, anytime, just like an ordinary credit card. The USAA offered card is limited to only specific merchandise vendors and specific restaurants, etc.

You should also note that amounts of the gift are determined by a range of value and not the actual price of the house.

The intent of the USAA card program is gratitude and building good will, and that gift cards are truly not “cash equivalents.”

III. THE STATUTE TO BAN REBATES AND INDUCEMENTS IS AN UNREASONABLE RESTRAINT OF TRADE THAT IS *PER SE* ILLEGAL.

The Department of Justice and Federal Trade Commission have long recognized that rebates, gifts, gratuities, and inducements “can be powerful tools for price competition among brokers.” Federal Trade Commission & U.S. Department of Justice, *Competition in the Real Estate Brokerage Industry* 15 (April 2007), <https://www.justice.gov/atr/competition-real-estate-brokerage-industry>. As the antitrust agencies found, most states permit rebates, gifts, and gratuities. DOJ, *Rebates Make Buying A Home Less Expensive*, <https://www.justice.gov/atr/rebates-make-buying-home-less-expensive>. Brokers in these states may freely advertise their willingness to offer rebates (i.e. cash payments) and inducements, such as gift certificates, coupons, vouchers, and discounted or free services relating to buying and

selling a home, to buyers and sellers. These rebates and inducements can save consumers several thousand dollars in a single transaction. *Id.* “[I]n states that do not prohibit them, brokers may offer. These are incentives that typically are offered by cooperating brokers to home buyers to encourage them to use the brokers’ services. For example, 1% Realty offers buyers a rebate of approximately 1 percent of the purchase price in states that have not prohibited rebates.” (FTC & DOJ Real Estate Report at 15.) As the DOJ observed, “Offering rebates and incentives is one way that real estate brokers can compete for consumers’ business, leading to lower prices to consumers.” DOJ, *Rebates Make Buying A Home Less Expensive*, <https://www.justice.gov/atr/rebates-make-buying-home-less-expensive>.

The DOJ and FTC have not found any pro-competitive justification for banning rebates, gifts or inducements. As the agencies concluded:

No Workshop panelist who commented on rebate bans found any justification for them. . . One panelist noted that, given the clear benefits of rebates to consumers, it is ‘hard to find a good articulated defense’ of rebate prohibitions. Proponents of such provisions claim that they protect consumers from false and misleading offers of rebates and help ensure that consumers choose brokers on the basis of the quality of the service, rather than price. While states properly are concerned with issues of consumer fraud, there is no evidence that rebates have harmed consumers or that rebate bans improve service quality. It is clear, however, that rebate prohibitions harm consumers by preventing price competition.

(FTC & DOJ Real Estate Report at 52.) As the DOJ observed, “Some have argued that refunds and incentives can tempt consumers into closing on real estate transactions against their best interests. The Antitrust Division has found no evidence that refunds and incentives harm consumers. On the contrary, they can dramatically lower the price that consumers pay for brokerage services.” (DOJ, *Rebates Make Buying A Home Less Expensive*, <https://www.justice.gov/atr/rebates-make-buying-home-less-expensive>.)

Given the significant anticompetitive effects in banning rebates and gifts, the DOJ cautioned the Kansas Real Estate Commission here about its proposed regulation to define rebate. Basically, the Commission’s proposed regulation, the DOJ concluded, “would take money out of home buyers’ pockets.” Department of Justice, Press Release, *Justice Department Expresses Concerns to Kansas Real Estate Commission Regarding Regulation That Would Prohibit Real Estate Agents from Offering Gift Cards to Home Buyers: Regulation Would Take Money Out of Home Buyers’ Pockets* (June 16, 2017), <https://www.justice.gov/opa/pr/justice-department-expresses-concerns-kansas-real-estate-commission-regarding-regulation>. As the DOJ noted, its “previous investigations into rules restricting rebates have found that brokers often support these rules precisely because they restrict competition.” (DOJ Letter to Erik Wisner, Kansas Real Estate Commission, dated June 16, 2017, <https://www.justice.gov/opa/press-release/file/975031/download>.) The DOJ did not weigh in whether the Kansas Real Estate Commission had the authority to adopt its proposed regulation (and if so whether its

anticompetitive regulation would be immune from antitrust attack). But to the extent that the Commission did have this authority, the DOJ encouraged the Commission “to use that authority to adopt a definition that does not further restrain an important dimension of price competition that benefits home buyers in Kansas.” (DOJ June 16 Letter at 2.) A copy of the DOJ June 16, 2017 letter that was submitted to KREC is attached.

V. OTHER STATES’ LAWS REGARDING REBATES.

Currently, there are 44 states that allow some form of rebates within a real estate transaction.