

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
 Third Judicial District
 Division 7

STATE OF KANSAS, *ex rel.*,)
 DEREK SCHMIDT, Attorney General,)
)
 Plaintiff,)
)
 v.)
)
 ROOF PRS LLC)
)
 and)
)
 CHANSE BEINKE, an individual)
)
 Defendants.)

Case No. 2015-CV-000495

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

FILED BY CLERK
 K.S. DISTRICT COURT
 THIRD JUDICIAL DIST.
 TOPEKA, KS
 2016 JAN - 8 A 10:11
dm

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 7th day of January, 2016, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Attorney General, appears by and through Adrian Serene, Assistant Attorney General. Defendants appear through Andrew J. Walter, attorney for Defendants.

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

PARTIES, JURISDICTION, AND VENUE

1. Derek Schmidt is the duly elected and acting 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 ("KCPA"), K.S.A. 50-623 *et seq.* and the Roofing registration act ("RRA"), K.S.A. 50-6,121, *et seq.*

3. Defendant Roof PRS LLC is a limited liability company organized and existing under the laws of Nebraska.

4. Defendant Roof PRS LLC has a principal place of business at 805 4th Avenue, Holdrege, Nebraska 68949.

5. Defendant Chanse Beinke is the sole member and owner of Roof PRS, LLC.

6. Defendants are “suppliers” within the definition of K.S.A. 50-624(l).

7. Defendants are engaged in “consumer transactions” in Kansas, as defined by K.S.A. 50-624(c).

8. Defendants are “roofing contractors,” as defined by K.S.A. 50-6,122(a)(1).

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

ALLEGATIONS

10. Defendants are engaged in the performance of roofing services in the state of Kansas.

11. Defendants acted as “roofing contractors,” as defined by K.S.A. 50-6,122(a)(1), in the state of Kansas.

12. Defendants were not properly registered with the attorney general as a roofing contractor in the state of Kansas when Defendant acted as a roofing contractor.

INJUNCTIVE RELIEF

13. Defendants agree to comply with the KCPA in all transactions involving Kansas consumers.

14. Defendants agree to comply with the RRA in all transactions occurring within the state of Kansas.

15. Defendants agree 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.

16. Defendants agree to pay to the Plaintiff a civil penalty of two thousand dollars (\$2,000.00). The civil penalty payment is due upon the filing of this Consent Judgment.

OTHER PROVISIONS

17. The provisions of this Consent Judgment will be applicable to Defendants.

18. 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.

19. 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.

20. Compliance with this Consent Judgment does not relieve Defendants 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 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.

21. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendants' business practices, nor shall the Defendants 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 Defendants, nor shall any inaction by the attorney general be considered a waiver by the attorney general of any rights under this Consent Judgment or the law.

22. Defendants hereby represent and warrant that Defendants have 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 Defendants under this Consent Judgment and the consequences of breach hereunder. Defendants represent that Defendants have read the Consent Judgment and know and understand the contents thereof. Defendants further represent and warrant that Defendants are signing this Consent Judgment as the result of their own free act, and that Defendants have 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.

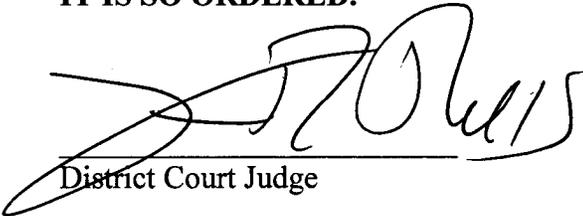
23. By signing this Consent Judgment, the representative of the Defendant Roof PRS, LLC represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf of this Defendant, thus binding the Defendant to the provisions of this Consent Judgment.

24. As of the date of this Consent Judgment, Roof PRS, LLC is properly registered with the Plaintiff as a "roofing contractor," pursuant to the RRA.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b), and the Roofing registration act as the findings of fact and conclusions of law of the Court and that judgment is entered against

Defendants and in favor of Plaintiff for civil penalties in the amount of \$2,000.00; the terms of the Consent Judgment are approved and adopted as the Order of the Court.

IT IS SO ORDERED.


District Court Judge

Prepared and approved by:

Attorney for Plaintiff

s/Adrian Serene

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and

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