

ELECTRONICALLY FILED  
2016 Feb 05 PM 4:21  
CLERK OF THE DICKINSON COUNTY DISTRICT COURT  
CASE NUMBER: 2015-CV-000089-OT



**Court:** Dickinson County District Court  
**Case Number:** 2015-CV-000089-OT  
**Case Title:** State of Kansas ex rel Derek Schmidt, Atty Gen vs.  
Michael Allen Chapin  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in blue ink, appearing to read "Ryan W Rosauer", is written over a vertical line.

/s/ Ryan W Rosauer, Honorable District Court Judge

**IN THE DISTRICT COURT OF DICKINSON COUNTY, KANSAS**  
Eighth Judicial District

STATE OF KANSAS, *ex rel.*, )  
DEREK SCHMIDT, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Michael Chapin, an individual )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No. 2015 CV 89

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

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.* Derek Schmidt, Attorney General, appears by and through Adrian Serene, Assistant Attorney General. Defendant appears *pro se*.

**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 Michael Allen Chapin is an individual.
4. Defendant is a "supplier" within the definition of K.S.A. 50-624(1).

5. Defendant engaged in a “consumer transaction” in Kansas, as defined by K.S.A. 50-624(c).
6. Defendant is a “roofing contractor,” as defined by K.S.A. 50-6,122(a)(1).
7. Jurisdiction and venue are appropriate in District Court of Dickinson County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

**ALLEGATIONS**

8. Defendant engaged in the performance of roofing services in the state of Kansas.
9. Defendant acted as a “roofing contractor,” as defined by K.S.A. 50-6,122(a)(1), in the state of Kansas.
10. Defendant was 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**

11. Defendant agrees to comply with the KCPA in all transactions involving Kansas consumers.
12. Defendant agrees to comply with the RRA in all transactions occurring within the state of Kansas.
13. Defendant agrees to be permanently enjoined from entering into, forming, organizing, or reorganizing into any partnership, corporation, sole proprietorship, or any other legal structure, for the purpose of avoiding compliance with the terms of this Consent Judgment.

**MONETARY RELIEF**

14. Judgment is hereby entered in favor of Plaintiff and against Defendant, in the amount of five thousand dollars (\$5,000.00) for the payment of civil penalties for violations of the KCPA and RRA, pursuant to K.S.A. 50-636. Provided, however, the monetary judgment shall be

suspended against Defendant so long as the Court makes no finding, as provided in the following section of this Consent Judgment titled “Right to Reopen,” that Defendant materially misrepresented or omitted the nature, existence, or value of any asset.

15. Defendant hereby agrees to furnish to the Attorney General his taxpayer identifying number (social security number or employer identification number), which shall be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Judgment.

### **RIGHT TO REOPEN**

16. Plaintiff’s agreement to this Consent Judgment is expressly premised upon the truthfulness, accuracy, and completeness of Defendant’s financial condition, as represented in the sworn financial statement provided by Defendant to the Attorney General on January 11, 2016, which contains material information upon which Plaintiff relied in negotiating and agreeing to the terms of this Consent Judgment.

17. If, upon motion by the Attorney General to the Court, the Court finds that Defendant failed to disclose any material asset, materially misrepresented the value of any asset, or made any other material misrepresentation or omission in Defendant’s financial statement, the suspension of the monetary judgment as to the Defendant will be terminated and the entire judgment amount of five thousand dollars (\$5,000.00) shall become immediately due and payable by the Defendant, and interest computed at the rate prescribed under Kansas law, shall begin immediately to accrue on the unpaid balance.

18. Defendant agrees that pursuant to 11 U.S.C. § 523(a)(2)(A) and § 523(a)(7), and due to the nature of the conduct underlying this settlement, any unpaid penalties shall not be

dischargeable in any bankruptcy proceeding commenced after the entry of this Consent Judgment.

19. Proceedings instituted under the foregoing paragraphs are in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings Plaintiff may initiate to enforce this Consent Judgment.

#### **OTHER PROVISIONS**

20. 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.

21. 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.

22. 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 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.

23. 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.

24. Defendant hereby represents and warrants that Defendant has 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 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 his 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.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the stipulations and agreements 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 Defendant and in favor of Plaintiff for civil penalties in the amount of \$5,000.00; that the payment of the civil penalty is suspended pursuant to this document's terms; and 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  
Adrian Serene, KS# 22810  
Office of the Attorney General  
Consumer Protection Division  
120 SW 10<sup>th</sup> Ave., 4<sup>th</sup> Floor  
Topeka, Kansas 66612

Approved by:

Defendant

s/Michael Allen Chapin  
Michael Allen Chapin