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FILED

**IN THE DISTRICT COURT OF CRAWFORD COUNTY, KANSAS
ELEVENTH JUDICIAL DISTRICT**

STATE OF KANSAS, *ex rel.*,
DEREK SCHMIDT, Attorney General

CLERK OF DIST. COURT
CRAWFORD COUNTY

Plaintiff,

By _____)

v.

Case No. 16 CV 56-P

Lyle Adarr, an individual
d/b/a Adarr Construction

Defendant.

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

JOURNAL ENTRY OF CONSENT JUDGMENT

The 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 Meghan D. Lowry, Assistant Attorney General. Defendant Lyle Adarr 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 Lyle Adarr is an individual doing business as a sole proprietor under the name Adarr Construction.

4. Defendant has an address of 309 E. Lanyon, Frontenac, Kansas, 66763.

5. Defendant is a "supplier" within the definition of K.S.A. 50-624(l).

6. Defendant engaged in a "consumer transaction" in Kansas, as defined by K.S.A. 50-624(c).

7. Defendant is a "roofing contractor," as defined by K.S.A. 50-6,122(a)(1).

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

ALLEGATIONS

9. Defendant engaged in the performance of roofing services in the state of Kansas.

10. Defendant acted as a "roofing contractor," as defined by K.S.A. 50-6,122(a)(1), in the state of Kansas.

11. 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.

12. Defendant did not perform services agreed to be performed for Kansas consumer Sherry Rondelli.

INJUNCTIVE RELIEF

13. Defendant agrees to comply with the KCPA in all transactions involving Kansas consumers.

14. Defendant agrees to comply with the RRA in all transactions occurring within the state of Kansas.

15. 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

16. Judgment is hereby entered in favor of Plaintiff and against Defendant, in the amount of two thousand dollars (\$2,000.00) for the payment of civil penalties for violations of the KCPA and RRA, pursuant to K.S.A. 50-636.

17. Judgment is hereby entered in favor of Plaintiff and against Defendant, in the amount of six hundred (\$600) for the payment of restitution to Kansas consumer Sherry Rondelli.

Defendant agrees to pay the aforementioned civil penalties and restitution as follows:

- a. Defendant shall pay \$215.75 to the Office of the Kansas Attorney General on May 15, 2016.
- b. Defendant shall pay \$216.75 in each succeeding month beginning June 15, 2016 and continuing the fifteenth day of each month thereafter until the balance of the \$2,600.00 judgment herein has been satisfied and paid in full.
- c. Payment shall be made in the form of a cashier's check or money order payable to the Office of the Kansas Attorney General, and mailed to:

Office of the Kansas Attorney General
ATTN: Meghan D. Lowry, Assistant Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

OTHER PROVISIONS

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 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.

21. 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.

22. 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 \$2,000.00 and in the amount of \$600.00 for the payment of restitution to Kansas consumer Sherry Rondelli, 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:

/s/Meghan D. Lowry
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ATTORNEY FOR PLAINTIFF

Approved by:

Lyle Adarr

Lyle Adarr CONSTRUCTION
Lyle Adarr
DEFENDANT
