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CLERK OF THE DONIPHAN COUNTY DISTRICT COURT  
CASE NUMBER: 2019-CV-000017



**Court:** Doniphan County District Court  
**Case Number:** 2019-CV-000017  
**Case Title:** State of Kansas Attorney General Derek Schmidt vs.  
I.G. Construction, LLC  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script that reads "John L. Weingart".

/s/ Honorable John L. Weingart, District Court Judge

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**IN THE DISTRICT COURT OF DONIPHAN COUNTY,  
KANSAS TWENTY-SECOND JUDICIAL DISTRICT**

**STATE OF KANSAS, *ex rel.*,** )  
**DEREK SCHMIDT, Attorney** )  
**General,** )  
 )  
**Plaintiff,** )  
 )  
v. )  
 )  
**I.G. CONSTRUCTION, LLC,** )  
 )  
**Defendant.** )

**Case No. 2019-CV-000017**

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

**NOW** on this day Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. § 50-632(b). Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Attorney General, appears by and through Kimberley A. Davenport, Assistant Attorney General. Defendant, appears by Ross C. Nigro, Nigro Law Firm, LLC.

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

1. Derek Schmidt is the duly elected, qualified and acting Attorney General for 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.*

3. Defendant I.G. Construction, LLC ("Defendant") is a Missouri limited liability company with a principal place of business is 13980 E. Highway 13, Lexington, Missouri, 64067. The Registered Agent is Christopher A. Huffman, Sr. The Defendant is not registered as a foreign corporation with the Kansas Secretary of State.

4. All references to the Defendant herein include acts performed individually, in concert, or by or through employees, directors, officers, owners, managers, agents, assigns, and all other persons or entities acting in concert with them or on their behalf, including their predecessors, subsidiaries, affiliates and successors.

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

#### **ALLEGATIONS**

6. Defendant is a "supplier" within the definition of KS.A. § 50-624(1).

7. Defendant is engaged in "consumer transactions" in Kansas within the definition of KS.A. § 50-624(c).

8. Plaintiff alleges that at all times relevant hereto, the Defendant has engaged in acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*, which acts and practices include, but are not limited to:

a. The Defendant conducted door-to-door sales in the state of Kansas and failed to provide consumers with a written notice of their three day right to cancel the transaction.

b. The Defendant conducted door-to-door sales in the State of Kansas and failed to provide consumers with duplicate notice of their three-day right to cancel.

c. The Defendant conducted door-to-door sales in the state of Kansas and failed to provide consumers with a verbal notice of their three day right to cancel the transaction.

d. The Defendant conducted door-to-door sales in the state of Kansas and negotiated evidence of indebtedness prior to midnight of the fifth business day following the consumer transaction.

e. The Defendant conducted door-to-door sales in the state of Kansas and failed to provide the consumer with a fully completed receipt or copy of any contract containing notice of the three day right to cancel.

9. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law, solely for the purpose of settlement and without admitting any allegations contained herein.

### **INJUNCTIVE RELIEF**

10. The Defendant agrees to comply with all Kansas laws, statutes, rules and regulations relating to consumer transactions in Kansas, specifically, but not limited to, the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*

11. The Defendant shall not cause or encourage third parties, nor knowingly permit third parties acting on their behalf, to engage in practices from which Defendants are prohibited by this Consent Judgment.

12. The Defendant agrees that the terms of this Consent Judgment apply to acts performed individually, in concert, or by or through its employees, agents, representatives, affiliates, assignees and successors.

13. The Defendant agrees that engaging in such acts or similar acts, after the date of this Consent Judgment, may constitute a violation of this Order and civil penalties may be imposed for each subsequent violation.

### **RESTITUTION AND CIVIL PENALTIES**

14. The Defendant agrees to make restitution to the following consumers:

- a. Floyd McElwain - \$14,500.00. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.
- b. Ella Mae Feuerbacher - \$5,000.00. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.
- c. Norma Wisler - \$5,000.00. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.

15. Defendant agrees to pay to the Office of the Kansas Attorney General six thousand dollars (\$6,000.00) in civil penalties for violations of the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*

16. Payment from Defendant shall be made in the form of a cashier's check or money order made payable to the Office of the Kansas Attorney General, and mailed to:

Kimberley Davenport, Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10th Ave, 2nd Floor  
Topeka, Kansas 66612-1597

#### **OTHER PROVISIONS**

17. The provisions of this Consent Judgment will be applicable to Defendant, and every employee, agent or representative of the Defendant.

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 the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under his 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. This Consent Judgment represents the entire agreement between Plaintiff and the Defendant, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Consent Judgment which are not fully expressed herein or attached hereto.

23. 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.

24. By signing this Consent Judgment, the representative of Defendant 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.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendant immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant for payment of restitution to the following consumers:

- a. F. M. - \$14,500. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.
- b. E. F. - \$5,000.00. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.
- c. N. W. - \$5,000.00. Payment shall be made directly to the Attorney General's Office, who will disburse the payment to the consumer.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant and in favor of Plaintiff in the amount of six thousand dollars (\$6,000.00) in civil penalties for violations of the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant pay all court costs associated with this action.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the Kansas Consumer Protection Act, 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.**

**THIS ORDER IS EFFECTIVE AS OF THE DATE AND TIME OF THE ELECTRONIC FILE STAMP.**

**ELECTRONICALLY SIGNED BY THE JUDGE OF THE DISTRICT COURT.**

Respectfully submitted by:

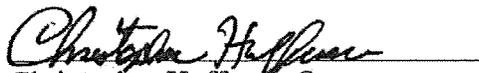


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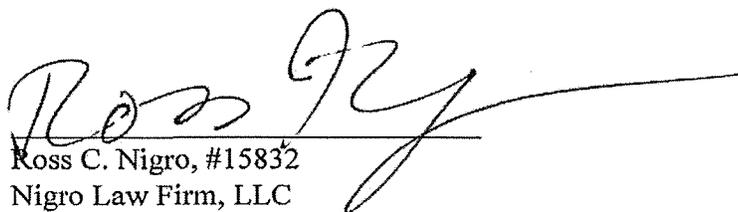
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**FOR DEFENDANT:**



Christopher Huffman, Owner  
I.G. Construction, LLC

Attorney for Defendant

A handwritten signature in black ink, appearing to read "Ross Nigro", with a long horizontal line extending to the right.

Ross C. Nigro, #15832  
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