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IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
DEREK SCHMIDT, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2019-CV-03906
)	
KCRS, LLC)	
)	
and)	
)	
KCRS RESTORATION CONTRACTORS, LLC)	
dba)	
KANSAS CITY ROOFING SERVICE)	
)	
Defendant.)	
)	
<hr/>		
(Pursuant to K.S.A. Chapter 60))	

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this date, 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 Sarah M. Dietz, Assistant Attorney General.

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, qualifying 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.*, and the Roofing Registration Act ("RRA"), K.S.A. § 50-6,121, *et seq.*

3. Defendant KCRS, LLC is a Kansas limited liability company with a principal place of business at 6113 W 155th, Overland Park, KS 66223.

4. Defendant KCRS Restoration Contractors, LLC d/b/a Kansas City Roofing Service is a Kansas limited liability company with a principal place of business at 6113 W 155th, Overland Park, KS 66223.

5. All references to the Defendants 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.

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

ALLEGATIONS

7. Defendants have acted as a "supplier" in Kansas, as that term is defined by K.S.A. § 50-624(1).

8. Defendants have engaged in "consumer transactions" in Kansas, as that term is defined by K.S.A. § 50-624(c).

9. Defendants are a “roofing contractor,” as that term is defined by K.S.A. § 50-6,122(a)(1).

10. Plaintiff alleges that at all times relevant hereto, the Defendants engaged in acts and practices in violation of the Roofing Registration Act, K.S.A. § 50-6,121 *et seq.*, which acts and practices include, but are not limited to:

- a. The Defendants acted as a roofing contractor in the state of Kansas.
- b. The Defendants performed roofing services in the state of Kansas.
- c. When the Defendants performed roofing services in the state of Kansas and acted as a roofing contractor in the State of Kansas, wwere not properly registered to do so with the Office of the Kansas Attorney General.

INJUNCTIVE RELIEF

11. The Defendants agree 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.*

12. The Defendants agree to comply with the Roofing Registration Act, K.S.A. § 50-6,121 *et seq.*, while acting as a roofing contractor and performing roofing services in the state of Kansas.

13. The Defendants agree to maintain proper registration with the Office of the Kansas Attorney General prior to offering any roofing services in Kansas.

14. The Defendants 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.

15. The Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices which are prohibited in this Consent Judgment or for any other purpose which would otherwise circumvent the spirit or purposes of this Consent Judgment.

16. The Defendants agree 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.

CIVIL PENALTIES

17. The Defendants agree to pay the Office of the Kansas Attorney General \$10,000.00 in civil penalties for violations of the Roofing Registration Act, pursuant to K.S.A. § 50-6,123 and K.S.A. § 50-636.

18. Payment shall be made over the course of twenty (20) months, in the amount of \$500.00 per month, on beginning on the 1st of July and on or before the 1st of each month following up until payment has been made in full.

19. Payment shall be made in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General, mailed to:

Sarah M. Dietz, Assistant Attorney General
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

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 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.

23. 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 applicable law.

24. This Consent Judgment represents the entire agreement between Plaintiff and the

Defendants, 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.

25. Defendants hereby represents and warrants 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.

26. By signing this Consent Judgment, the representative of Defendants represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf of Defendants, thus binding the Defendants 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 findings of fact and conclusions of law of the Court and any monies owed hereunder by the Defendants immediately becomes a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against the Defendant in favor of Plaintiff in the amount of \$10,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the

Kansas Consumer Protection Act, the provisions of K.S.A. § 50-632(b) and the Roofing Registration Act, 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.

/s/ ROBERT WONNELL
Dated: 07/31/19

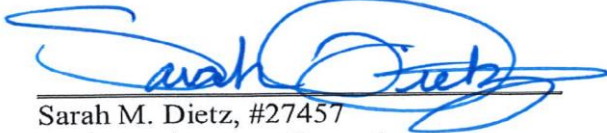
Date

District Court Judge

Respectfully submitted,

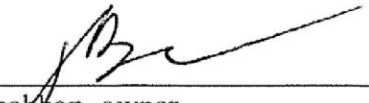


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Kansas Attorney General
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Approved by:



Jim Bonabhan, owner,
KCRS, LLC



Jim Bonabhan, owner,
KCRS Restoration Contractors, LLC d/b/a
Kansas City Roofing Service

WIRKEN LAW FIRM, LLC
_ /s/ Chris Wirken _____
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LIMITED ATTORNEY FOR Defendants