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2018 Jan 05 PM 12:03  
CLERK OF THE JEFFERSON COUNTY DISTRICT COURT  
CASE NUMBER: 2018-CV-000002



**Court:** Jefferson County District Court  
**Case Number:** 2018-CV-000002  
**Case Title:** State of Kansas ex rel Derek Schmidt Atty General  
vs. New Era Roofing & Restoration, LLC  
**Type:** Ex Parte Temporary Restraining Order

SO ORDERED.

A handwritten signature in black ink, enclosed within a hand-drawn oval. The signature is stylized and appears to read "Gary L. Nafziger".

Honorable Gary L. Nafziger, Chief District Judge

Jonathan E. Trotter, #27650  
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**IN THE DISTRICT COURT OF JEFFERSON COUNTY, KANSAS  
SECOND JUDICIAL DISTRICT**

<b>STATE OF KANSAS, <i>ex rel.</i></b>	)	
<b>DEREK SCHMIDT, Attorney General,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No.</b>
	)	
	)	
<b>NEW ERA ROOFING &amp; RESTORATION, LLC</b>	)	
<b>NEW ERA ROOFING, LLC</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

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

**EX PARTE TEMPORARY RESTRAINING ORDER**

**NOW** on this date, Plaintiff’s Motion for Temporary Restraining Order (“Plaintiff’s Motion”), filed by the State of Kansas, *ex rel.* Derek Schmidt, Kansas Attorney General, by and through counsel, Jonathan E. Trotter, Assistant Attorney General, comes before the Court pursuant to K.S.A. 50-632.

After a hearing on Plaintiff’s Motion and attached exhibits provided therein, the Court finds the following:

1. The above-captioned matter was commenced by the State of Kansas, *ex rel.* Derek Schmidt, Kansas Attorney General against Defendant New Era Roofing & Restoration, LLC, previously known as New Era Roofing, LLC, a Kansas limited liability company.

2. Plaintiff filed its Motion for Temporary Restraining Order along with Plaintiff's Petition on January 3, 2018.

3. Defendant is Kansas limited liability company with a principal place of business at 2601 Iowa Street, Lawrence, Kansas 66046 in Douglas County.

4. Defendant is engaged in the solicitation and sale of roofing services to Kansas consumers.

5. Defendant is a supplier within the definition of K.S.A. 50-624(1).

6. Defendant is a roofing contractor within the definition of K.S.A. 2017 Supp. 50-6,122(a)(1).

7. Defendant has made or caused to be made consumer transactions within the definition of K.S.A. 50-624(c).

8. Defendant has made or caused to be made consumer transactions with consumers within the definition of K.S.A. 50-624(b).

9. Defendant is engaging in a number of fraudulent or deceptive acts or practices or misrepresentation of produces, services or qualifications as a roofing contractor in violation of the Kansas Roofing Registration Act ("KRRRA"), K.S.A. 2017 Supp. 50-6,133(3).

10. Defendant has entered into consumer transactions from which the consumer did not receive the material benefit of the transaction.

11. In light of the aforementioned violations of the KRRRA and the Kansas Consumer Protection Act ("KCPA"), and the likelihood that Defendant may further harm consumers, a Temporary Restraining Order is appropriate.

12. A Temporary Restraining Order is also necessary to ensure the Defendant's compliance with the KRRRA and the KCPA during the pendency of this matter.

13. This Court has authority pursuant to K.S.A. 50-632 to issue the Temporary Restraining Order requested by Plaintiff.

**IT IS ORDERED, ADJUDGED AND DECREED** that the Defendant, and the Defendant's officers, agents, employees, and any persons acting in concert or participation with the Defendant are temporarily enjoined from:

A. Acting as a roofing contractor in the state of Kansas, as that term is defined in K.S.A. 2017 Supp. 50-6,122(a)(1); specifically, engaging in the business of commercial or residential roofing services for a fee or offering to engage in or soliciting roofing-related services, including construction, installation, renovation, repair, maintenance, alteration and waterproofing.

B. Destroying any logs, registers, memorandum, record or any other document, including any such document stored in electronic format, related to the Defendant's solicitation of, or transactions with, Kansas consumers.

C. Moving, liquidating or in any way releasing any funds obtained by the Defendant as a result of any consumer transaction with any Kansas consumer.

D. Engaging in any corporate or non-corporate reorganization, reconstruction, dissolution, bankruptcy or any other business entity restructuring or reforming without prior, written notice to this Court and Plaintiff.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to K.S.A. 21-6423, should the Defendant violate provision (A) of this Temporary Restraining Order, the Defendant may be subject to criminal prosecution for such a violation, a Severity Level 9 Person Felony.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the criminal liability imposed by K.S.A. 21-6423 does not relieve the Defendant of any civil liability for violating this Temporary Restraining Order.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court authorizes agents and attorneys of the Office of the Kansas Attorney General to monitor the Defendant's compliance with this Order pending further order of this Court or final resolution of this matter.

**IT IS SO ORDERED.**

**THIS ORDER IS EFFECTIVE AS OF THE DATE AND TIME OF ITS ELECTRONIC FILING.**

Submitted by:

/s/ Jonathan E. Trotter

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**IN THE DISTRICT COURT OF JEFFERSON COUNTY, KANSAS  
SECOND JUDICIAL DISTRICT**

<b>STATE OF KANSAS, <i>ex rel.</i></b>	)	
<b>DEREK SCHMIDT, Attorney General,</b>	)	
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<b>Plaintiff,</b>	)	
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<b>v.</b>	)	<b>Case No.</b>
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	)	
<b>NEW ERA ROOFING &amp; RESTORATION, LLC</b>	)	
<b>NEW ERA ROOFING, LLC</b>	)	
	)	
<b>Defendant.</b>	)	
	)	

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

**PETITION**

COMES NOW the Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Kansas Attorney General, by and through counsel, Jonathan E. Trotter, Assistant Attorney General, and for its cause of action against Defendant, alleges and states as follows:

**PARTIES**

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 Roofing Registration Act, K.S.A. 2017 Supp. 50-6, 121 *et seq.*, and the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

3. Defendant New Era Roofing & Restoration, LLC (“Defendant”) is a Kansas limited liability company.

4. Defendant has a principal place of business at 2601 Iowa Street, Lawrence, Kansas 66046 in Douglas County.

5. Defendant may be served with process at its principal place of business or wherever Defendant may be found.

6. All references to the Defendant herein include acts performed individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

#### **JURISDICTION AND VENUE**

7. This Court has personal and subject matter jurisdiction over this controversy by the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, specifically K.S.A. 50-638(a).

8. Venue is proper in the Second Judicial District (Jefferson County), pursuant to K.S.A. 50-638(b).

#### **THE KANSAS ROOFING REGISTRATION ACT**

9. The Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*, requires all roofing contractors offering roofing services in the state of Kansas to obtain a valid registration certificate through the Office of the Kansas Attorney General.

10. Any violation of the Kansas Roofing Registration Act shall be deemed to be a deceptive or unconscionable act or practice under the provisions of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* pursuant to the Kansas Roofing Registration Act, K.S.A. 2017 Supp. 50-6,138(a).

### ALLEGATIONS COMMON TO ALL COUNTS

11. All of the foregoing paragraphs 1-10 are hereby incorporated by reference.
12. At all times relevant hereto, and in the ordinary course of business, Defendant acted as a “roofing contractor,” as that term is defined by K.S.A. 50-6,122(a)(1), and as a “supplier,” as that term is defined by K.S.A. 50-624(l).
13. At all times relevant hereto, and in the ordinary course of business, the Defendant made or caused to be made “consumer transactions,” as that term is defined by K.S.A. 50-624(c).
14. Since at least 2013, Defendant has engaged in the business of and acted in the capacity of a roofing contractor within the State of Kansas.
15. Specifically, Defendant has offered to engage in or solicited roofing-related services and performed roofing services for a fee.
16. Defendant contracted to perform roofing services for at least two (2) Kansas consumers.
17. Defendant applied for a Kansas roofing registration certificate with the Office of the Kansas Attorney General in August 2013.
18. Defendant was issued a Kansas roofing registration certificate on November 25, 2013.
19. Defendant changed its name from New Era Roofing, LLC to New Era Roofing & Restoration, LLC on July 23, 2015.
20. Defendant’s status as a registered roofing contractor was changed to “Not in Good Standing” on July 21, 2016.

21. Defendant's status as a registered roofing contractor was changed to "Revoked" on August 23, 2016.

Jefferson County Roofing Services

22. On or around June 21, 2016, Defendant contracted to perform roofing services with one Kansas consumer, T.T., in Meriden, Jefferson County, Kansas.

23. Defendant engaged in a door-to-door solicitation to perform roofing services for T.T. through Defendant's salesman named Cody.

24. The consumer paid Defendant \$6,852.31 for roofing services on June 21, 2016.

25. Defendant signed Consumer's check for deposit on June 21, 2016.

26. After making assurances on January 5, 2017 via email, Defendant, to date, has not performed the roofing services for T.T.

27. Defendant was not properly registered with the Office of the Attorney General as a roofing contractor in the state of Kansas when Defendant acted as a roofing contractor in Jefferson County.

28. Since the Kansas Roofing Registration Act was enacted on July 1, 2013 to June 2015, Defendant has applied and obtained a roofing registration with this office.

29. Since June 2015, Defendant has not applied to reinstate its roofing registration with this office.

Johnson County Roofing Services

30. On March 29, 2017, Defendant solicited roofing services by displaying approximately seven (7) roofing signs in the De Soto, Johnson County, Kansas area.

31. Defendant did not hold a valid Kansas roofing registration certificate at the time of offering to engage in or soliciting roofing-related services.

32. Defendant did not apply for a door-to-door permit or a work permit in the City of De Soto office, as required by local ordinance Chapter 5 Article 2. SOLICITORS 5-204 and Chapter 4 Article 2. BUILDING CODE 4-205.

33. Defendant was not properly registered with the Office of the Attorney General as a roofing contractor in the state of Kansa when Defendant acted as a roofing contractor in Johnson County.

Franklin County Roofing and Improvement Services

34. On or around May 22, 2017, Defendant contracted to perform roofing services for D.O. in Franklin County.

35. D.O. made a payment of \$33,207.69 for roofing and improvement services.

36. The physical work for the services began on July 17, 2017.

37. At the time of the transaction in, Defendant's status as a registered roofing contractor was "Revoked."

38. Defendant was not properly registered with the Office of the Attorney General as a roofing contractor in the state of Kansas when Defendant acted as a roofing contractor in Franklin County.

**CLAIMS**

**COUNT I**

**KANSAS ROOFING REGISTRATION ACT**

39. All of the foregoing paragraphs 1-38 are hereby incorporated by reference.

40. Defendant engaged in the business of or operated in the capacity as a roofing contractor in Kansas without obtaining a valid registration certificate, in violation of K.S.A. 2017 Supp. 50-6,123(a).

41. Defendant's violation of K.S.A. 2017 Supp. 50-6,123(a) is a deceptive or unconscionable act or practice, pursuant to K.S.A. 50-6,138(a), and thus a violation of K.S.A. 50-626, *et seq.*, or K.S.A. 50-627, *et seq.*

42. Defendant's deceptive or unconscionable acts or practices are violations for which the Court should assess a penalty in the amount of \$10,000.00 per violation, pursuant to K.S.A. 50-636, in the aggregate of \$30,000.00.

**COUNT II**  
**KANSAS ROOFING REGISTRATION ACT**

43. All foregoing paragraphs 1-42 are hereby incorporated by reference.

44. In the course of making, or causing to be made, consumer transactions with at least one (1) Kansas consumer, Defendant engaged in fraudulent or deceptive acts or practices or misrepresentation of products, services or qualifications as a roofing contractor, in violation of K.S.A. 2017 Supp. 50-6,133(a)(3).

45. Defendant's violation of K.S.A. 2017 Supp. 50-6,133(a)(3) is a deceptive or unconscionable act or practice, pursuant to K.S.A. 50-6,138(a), and thus a violation of K.S.A. 50-626, *et seq.*, or K.S.A. 50-627, *et seq.*

46. Defendant's deceptive or unconscionable acts or practices are violations for which the Court should assess a penalty in the amount of \$10,000.00 per violation, pursuant to K.S.A. 50-636, in the aggregate of \$10,000.00.

**COUNT III**  
**KANSAS ROOFING REGISTRATION ACT**

47. All of the foregoing paragraphs 1-46 are hereby incorporated by reference.

48. In the course of making, or causing to be made, consumer transactions in Johnson County, Defendant offered to engage in or solicited roofing-related services without

obtaining a proper permit as may be required by any state or local authority in violation of K.S.A. 2017 Supp. 50-6,133(a)(7).

49. Defendant's violation of K.S.A. 2017 Supp. 50-6,133(a)(7) is a deceptive or unconscionable act or practice, pursuant to K.S.A. 50-6,138(a), and thus a violation of K.S.A. 50-626, *et seq.*, or K.S.A. 50-627, *et seq.*

50. Defendant's deceptive or unconscionable acts or practices are violations for which the Court should assess a penalty in the amount of \$10,000.00 per violation, pursuant to K.S.A. 50-636, in the aggregate of \$70,000.00.

**COUNT IV**  
**KANSAS CONSUMER PROTECTION ACT**

51. All of the foregoing paragraphs 1-50 are hereby incorporated by reference.

52. In the course of making, or causing to be made, consumer transactions with at least one (1) Kansas consumer, the Defendant entered into a consumer transaction from which the consumer was unable to receive a material benefit of the subject of the transaction, in violation of K.S.A. 50-627(b)(3).

53. Each consumer transaction from which the consumer was unable to receive a material benefit of the subject of the transaction is an unconscionable act or practice in violation of K.S.A. 50-627, for which the Court should assess a penalty in the amount of \$10,000.00 per violation, in the aggregate amount of \$10,000.00.

**COUNT V**  
**KANSAS CONSUMER PROTECTION ACT**

54. All of the foregoing paragraphs 1-53 are hereby incorporated by reference.

55. In the course of making, or causing to be made, one (1) door-to-door solicitation of roofing services to a Kansas consumer, the Defendant failed to furnish the consumer with

written notice of the consumer's right to cancel the transaction at any time until the third business day following the transaction, in violation of K.S.A. 50-640(b)(5).

56. Each failure to furnish the consumer with such written notice of the consumer's right to cancel the transaction at the time the door-to-door sale was made is an unfair and deceptive act in violation of K.S.A. 50-626, pursuant to K.S.A. 50-640(b), for which the Court should assess a penalty in the amount of \$10,000 per violation, in the aggregate of \$10,000.00.

**COUNT VI**  
**KANSAS CONSUMER PROTECTION ACT**

57. All of the foregoing paragraphs 1-56 are hereby incorporated by reference.

58. The Defendant negotiated, assigned, or otherwise transferred at one (1) consumer's notes of indebtedness obtained through a door-to-door sale to a third party prior to midnight of the fifth business day following the date of a consumer transaction, in violation of K.S.A. 50-640(b)(8).

59. Each transfer of a note of indebtedness prior to the fifth business day following the date of a consumer transaction is an unfair and deceptive act in violation of K.S.A. 50-626, pursuant to K.S.A. 50-640(b), for which the Court should assess a penalty in the amount of \$10,000, in the aggregate of \$10,000.00.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays for judgment as follows:

A. The above-listed acts and practices be declared violations of the Kansas Roofing Registration Act and the Kansas Consumer Protection Act, pursuant to K.S.A. 50-632(a)(1);

B. Defendant be permanently enjoined from operating as a roofing contractor in the State of Kansas unless and until the Defendant obtains proper registration with the Office of the Kansas Attorney General;

C. Defendant pay reasonable investigative fees and expenses to Plaintiff, pursuant to K.S.A. 50-636(c);

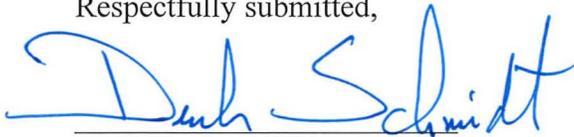
D. Defendant pay \$6,852.31 to be disbursed to the above-referenced consumer as restitution, pursuant to K.S.A. 50-632(c)(2) and any other consumers revealed during the course of discovery;

E. Defendant pay a civil penalty in the amount of \$10,000.00 for each violation of the Kansas Roofing Registration Act alleged herein, in the aggregate of \$110,000.00;

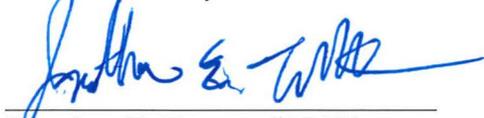
F. Defendant pay a civil penalty in the amount of \$10,000.00 for each violation of the Kansas Consumer Protection Act alleged herein, in the aggregate of \$30,000.00;

G. Defendant pay all court costs and all other costs associated with distributing and executing on any judgment made by this Court.

Respectfully submitted,



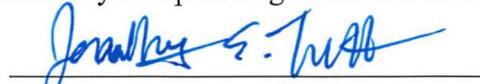
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#### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury for all issues raised by this pleading which are so triable.

  
Jonathan E. Trotter, #27650