

ELECTRONICALLY FILED
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CLERK OF THE SEDGWICK COUNTY DISTRICT COURT
CASE NUMBER: 2023-CV-000889-OT



Court: Sedgwick County District Court
Case Number: 2023-CV-000889-OT
Case Title: State of Kansas, ex rel. Kris W. Kobach vs.
Gottschalk Brothers Roofing, Inc. d/b/a Valentine
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script, reading "Deborah K. Hernandez Mitchell".

/s/ Honorable Deborah K Hernandez Mitchell

Sarah M. Dietz # 27457
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**IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS
EIGHTEENTH JUDICIAL DISTRICT**

STATE OF KANSAS, <i>ex rel.</i>)	
KRIS W. KOBACH, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
GOTTSCHALK BROTHERS)	
ROOFING, INC. d/b/a)	
VALENTINE ROOFING,)	
)	
Defendant.)	

(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.* Kris W. Kobach, 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. Kris W. Kobach 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 Roofing Registration Act (“KRRRA”), K.S.A. 50-6,121 *et seq.*

3. Gottschalk Brothers Roofing, Inc. d/b/a Valentine Roofing (“Defendant”) has a principal place of business of 2307 S. Mead, Wichita, Kansas 67122.

4. All references to 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 Sedgwick County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

ALLEGATIONS

6. Plaintiff alleges that Defendant is a “roofing contractor,” as that term is defined by K.S.A. 50-6,122(a)(1).

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

- a. Defendant acted as a roofing contractor in the state of Kansas;
- b. Defendant offered to perform roofing services in the state of Kansas;
- c. Defendant acted as a registered roofing contractor in the state of Kansas;
- d. From January 1, 2017, to November 4, 2020, Defendant engaged in the business of or acted in the capacity of a roofing contractor in the state of Kansas by hiring seven

(7) roofing subcontractors who were not registered as roofing contractors through the State of Kansas. Defendant shared or allowed each of the seven (7) roofing subcontractors to use its contractor's registration certificate to provide roofing services, in violation of K.S.A. 50-6,127(c).

- e. Defendant provided roofing services to thirteen (13) properties by use of one (1) of the above-referenced unregistered subcontractors.
- f. At no time from January 1, 2017, to November 4, 2020, were the above referenced roofing subcontractors designated roofing contractors for Defendant.

INJUNCTIVE RELIEF

8. Defendant agrees to comply with the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*, specifically K.S.A. 50-6,127(c), while acting as a general contractor and/or roofing contractor and performing roofing services in the state of Kansas.

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

10. Defendant 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.

11. 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.

CIVIL PENALTIES AND INVESTIGATIVE FEES

12. Defendant agrees to pay the Office of the Kansas Attorney General six thousand dollars (\$6,000.00) in civil penalties for violations of the Kansas Roofing Registration Act, pursuant to K.S.A. 50-6,133, K.S.A. 50-6,138, and K.S.A. 50-636.

13. The Defendant agrees to pay the Office of the Kansas Attorney General one thousand one hundred twenty-five dollars (\$1,125.00) in investigative fees, pursuant to K.S.A. 50-6,133.

14. 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 CP-19-003045
Attn: Roofing Registration Unit
Office of the Kansas Attorney General
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597

OTHER PROVISIONS

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

16. 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.

17. 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.

18. 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.

19. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of Defendant's business practices, nor shall 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 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.

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

21. 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 the 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.

22. 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 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 findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendant immediately becomes a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against the Defendant in favor of the Plaintiff in the amount of six thousand dollars (\$6,000.00) for violations of the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.* Payment will be in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of the Plaintiff in the amount of one thousand, one hundred twenty-five dollars (\$1,125.00) in investigative fees, pursuant to K.S.A. 50-6,133. Payment will be in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas 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 SHOWN ON THE ELECTRONIC FILE STAMP.

Respectfully submitted by:

A handwritten signature in black ink, appearing to read "Sarah M. Dietz", with a large, stylized flourish at the end.

Sarah M. Dietz, #27457
Assistant Attorney General
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Approved by:



Val G. Gottschalk, President
Gottschalk Brothers Roofing, Inc.
d/b/a
Valentine Roofing



Attorney for Defendant