



Court: Shawnee County District Court
Case Number: 2021-CV-000036
Case Title: State of Kansas ex rel Derek Schmidt Atty General
vs. Matthew Clark, et al.
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script that reads "M.E. Christopher".

/s/ Honorable Mary E Christopher, District Judge

Kimberley A. Davenport, #28078
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 368-8456
Fax: (785) 291-3699
Kim.Davenport@ag.ks.gov

**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
THIRD JUDICIAL DISTRICT**

STATE OF KANSAS, *ex rel.*)
DEREK SCHMIDT, Attorney General,)
)
Plaintiff,)
)
v.)
)
MATTHEW CLARK, as an individual)
AND GUARANTEED ROOFING &)
EXTERIORS, LLC,)
)
Defendants.)

(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 Kimberley A. Davenport, 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 Kansas Roofing Registration Act ("KRRRA"), K.S.A. 50-6,121 *et seq.*

3. Defendant Matthew Clark ("Clark") is an individual with a residential mailing address of [REDACTED], Kansas City, Missouri 64152.

4. Defendant Guaranteed Roofing and Exteriors, LLC is a Missouri limited liability company registered with the Kansas Secretary of State as a "Foreign Limited Liability Company" and currently has an "active and in good standing" status. Guaranteed Roofing has a principal place of business at [REDACTED], Kansas City, Missouri 64152 which is a residential address. The registered agent for this business is Brian McGraw and can be served at [REDACTED], Kansas City, Kansas 66106, which is also a residential mailing address.

5. 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.

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

ALLEGATIONS

7. Matthew Clark is the sole member of Guaranteed Roofing and Exteriors, LLC.

8. Plaintiff alleges that the Defendants are “roofing contractors,” as that term is defined by K.S.A. 50-6,122(a)(1).

9. Plaintiff alleges that at all times relevant hereto, the Defendants 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. The Defendants have acted as roofing contractors in the state of Kansas.
- b. In applying for a renewal of a roofing registration certificate with the Office of the Kansas Attorney General, the Defendants submitted documents which reflected that they had proper insurance and worker’s compensation coverage to operate as a roofing contractor in Kansas.
- c. The Defendants made false or misleading statements in the renewal application process for a roofing contractor registration certificate, in violation of K.S.A. 50-6,133(a)(4).
- d. The Defendants submitted altered documentation to the Office of the Kansas Attorney General in order to secure a roofing registration certificate, in violation of K.S.A. 50-6,133(a)(10) and K.S.A. 50-6,125(a)(1)(C) and (D).

10. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendant of a violation of the Kansas Roofing Registration Act or the Kansas Consumer Protection Act. Notwithstanding, Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and solely for the purpose of settlement.

INJUNCTIVE RELIEF

11. The Defendants agree to have the insurance provider provide all Certificates of Insurance directly to the Office of the Kansas Attorney General for every renewal period hereafter. That Certificates should show an active general liability insurance of at least \$500,000.00 in coverage listing Guaranteed Roofing & Exteriors, LLC as the insured, or any other roofing contractor company in which Defendant Clark is involved. These certificates should be accompanied by a sworn affidavit verifying the accuracy and authenticity of the documents.

12. 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.*

13. The Defendants agree to comply with the Kansas 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.

14. The Defendants agree that any false statement or documentation submitted through the application, renewal process, or any investigation with the Office of the Kansas Attorney General is a direct violation of this Consent Judgment. Should a court of competent jurisdiction find Defendants in violation of this Consent Judgment, the Defendants shall be permanently enjoined from acting as a roofing contractor in the state of Kansas.

15. 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.

16. 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.

17. 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

18. The Defendants, jointly and severally, agree to pay the Office of the Kansas Attorney General \$15,000.00 in civil penalties for violations of the Kansas Roofing Registration Act, pursuant to K.S.A. 50-6,123 and K.S.A. 50-636.

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:

Kimberley A. Davenport, Assistant Attorney General
Attn: Roofing Registration Unit
Office of the Kansas Attorney General
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597

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 represent and warrant 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 knows and understands the contents thereof. Defendants further represent and warrant that Defendants is signing this Consent Judgment as the result of his 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 represent and warrant that such person is duly and legally authorized to execute this Consent Judgment on behalf of this Defendants, thus binding the Defendants to the provisions of this Consent Judgment.

27. The Defendants shall be held jointly and severally liable for all 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 Defendants, jointly and severally, in favor of Plaintiff in the amount of \$15,000.00 for violations of the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*

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 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:

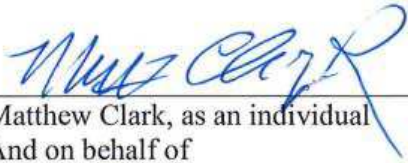
/s/ Derek Schmidt

DEREK SCHMIDT, #17781
Kansas Attorney General

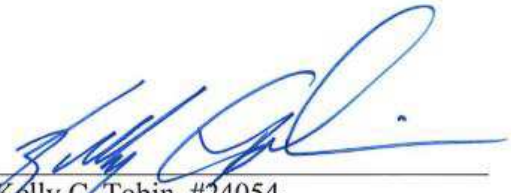
/s/ Kimberley A. Davenport

Kimberley A. Davenport, #28078
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 296-3751
Fax: (785) 291-3699
Kim.Davenport@ag.ks.gov

Approved by:



Matthew Clark, as an individual
And on behalf of
Guaranteed Roofing and Exteriors, LLC
As Sole Member



Kelly C. Tobin, #24054
Martinez Tobin & Redman LLC
1828 Swift Ave., Suite 101
North Kansas City, Missouri 64116
Tel: (816) 527-0009
ktobin@mtrlaw.net
Attorney for Defendant