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KS DISTRICT COURT  
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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
DIVISION S

STATE OF KANSAS, *ex rel.*, )  
DEREK SCHMIDT, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ROBERT WALKER, an individual )  
d/b/a WALKER PAVING )  
d/b/a T & R PAVING )  
 )  
Defendant. )  
 )

Case No. 2016CV403

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

The Plaintiff's 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 Jackie Williams and Meghan D. Lowry, Assistant Attorneys General. Defendant Robert Walker appears pro se.

**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, 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, K.S.A. 50-623, *et seq.* ("KCPA").
3. Defendant Robert Walker, an individual d/b/a Walker Paving and d/b/a T & R Paving has a last known residential address of 5505 West Crestwood Bluff Drive, and may be served with process at this residence or wherever he may be found.
4. Defendant did not maintain a principal place of business in the state of Kansas.
5. All references to Defendants herein include acts performed individually, in concert, or by or through employees, agents, representatives, affiliates, assignees, or successors.
6. This Court has subject matter jurisdiction over this case pursuant to the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*
7. Defendant is subject to the jurisdiction of this Court pursuant to the Kansas Consumer Protection Act, specifically K.S.A. 50-638(a).
8. Venue is proper in the Third Judicial District (Shawnee County) pursuant to K.S.A. 50-638(b).

## **ALLEGATIONS**

9. The Defendant is a "supplier" as defined by K.S.A. 50-624(j).
10. Defendant made or caused to be made "consumer transactions" as defined by K.S.A. 50-624(c).

11. Defendant made or caused to be made “door-to-door sales” as defined by K.S.A. 50-640(c)(1).
12. Defendant made or caused to be made door-to-door sales with “consumers” as defined by K.S.A. 50-624(b).
13. Defendant made or caused to be made door-to-door sales with “elder consumers” as that term is defined in K.S.A. 50-676.
14. From at least on or about January 22, 2009, to on or about July 31, 2013, the Defendant solicited and made or caused to be made door-to-door sales of home improvement services, including but not limited to driveway paving and sealing, roof repair, installation of lightning protection equipment, and cellulose insulation, at Kansas residences in Neosho County and Osage County, Kansas.
15. The Defendant’s services were purchased by at least the following two Kansas consumers during said time period. All of these transactions involved protected “elder persons” as defined by K.S.A. 50-676(a).
  - a) Barbara Keller, 502 South Country Club Road, Chanute, Neosho County, Kansas. Amount of loss \$29,090.00.
  - b) Carl Lambeth, 621 South 9<sup>th</sup> Street, Osage City, Osage County, Kansas. Amount of loss \$4,800.00.
16. Defendant failed to orally inform said consumers of their right to cancel the sales until midnight of the third business day after day on which the consumers signs a contract or purchases the property or services.
17. Defendant failed to provide the consumers with a written notice of their right to cancel the transaction, and failed to give the consumers a Notice of Cancellation form.

18. Defendant cashed the consumer's service payment checks prior to midnight of the fifth business day following the day the contract was signed or the property or services were purchased.

19. Defendant used, or caused to be used, exaggeration, falsehood, innuendo, and, or ambiguity, as to a material fact or facts, in the door-to-door transactions with consumers Keller and Lambeth, regarding the services that Defendant would perform.

**INJUNCTIVE & MONETARY RELIEF**

20. Defendant be permanently enjoined from these and other practices in violation of the KCPA, as provided by K.S.A. 50-632(a)(2).

21. Defendant be permanently enjoined from conducting business in Kansas, as provided by K.S.A. 50-632(a)(6).

22. Defendant pay \$33,890.00 to Plaintiff, to be disbursed as restitution to the following consumers:

a. Barbara Keller - \$29,090.00.

b. Carl Lambeth -- \$4,800.00

24. Defendants pay all court costs and all costs associated with distributing and executing on any restitution or judgment made by this Court.

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

Office of the Kansas Attorney General  
ATTN: Meghan D. Lowry, Assistant Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612

26. Payments shall be made on the 15<sup>th</sup> of each month, beginning on June 15<sup>th</sup>, 2016, in the amount of no less than \$94.15, for the period of thirty (30) years, until June 15<sup>th</sup>, 2046, or until payment has been received in full, whichever occurs first.

#### **OTHER PROVISIONS**

27. 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.

28. 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.

29. 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.

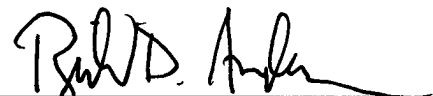
30. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendant's business practices, nor shall the Defendant represent the Consent Judgment as such approval. The parties further understand and agree that any failure 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.

31. 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 the 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.


**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the stipulations and agreements of the parties contained herein are adopted and approved pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b) as the findings of fact and conclusions of law of the Court and that the terms of the Consent Judgment are approved and adopted as the Order of the Court.

**IT IS SO ORDERED.**

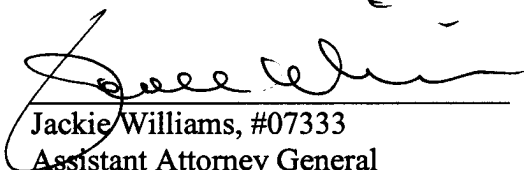


Honorable District Court Judge

Prepared and respectfully submitted by:



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ATTORNEY FOR PLAINTIFF



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Approved by:

Robert Walker



Robert Walker  
DEFENDANT