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CLERK OF THE SEDGWICK COUNTY DISTRICT COURT  
CASE NUMBER: 2015-CV-001409-OT



**Court:** Sedgwick County District Court  
**Case Number:** 2015-CV-001409-OT  
**Case Title:** State of Kansas ex rel. Derek Schmidt, Atty Gen.  
vs. Taylor Made Exteriors LLC  
**Type:** Proposed Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script, appearing to read "William Woolley".

/s/ William Woolley, Honorable District Court Judge

**IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS**  
Eighteenth Judicial District  
Division 23

<b>STATE OF KANSAS, <i>ex rel.</i>,</b>	)	
<b>DEREK SCHMIDT, Attorney General,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>Case No. 2015-CV-001409-OT</b>
	)	
<b>TAYLOR MADE EXTERIORS LLC</b>	)	
	)	
<b>Defendant.</b>	)	
<hr style="width:50%; margin-left:0;"/>		
<b>(Pursuant to K.S.A. Chapter 60)</b>		

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2015, 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 Adrian Serene, Assistant Attorney General. Defendant appears through Michael Todd, sole member and owner.

**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 and acting attorney general of 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 Taylor Made Exteriors LLC is a limited liability company organized and existing under the laws of Kansas.

4. Defendant has a principal place of business at 2531 N. Shefford Ct., Wichita, Kansas 67205.
5. Michael Todd is the sole member and owner of Taylor Made Exteriors LLC.
6. Defendant is a “supplier” within the definition of K.S.A. 50-624(l).
7. Defendant is engaged in “consumer transactions” in Kansas, as defined by K.S.A. 50-624(c).
8. Defendant is a “roofing contractor,” as defined by K.S.A. 50-6,122(a)(1).
9. Jurisdiction and venue are appropriate in District Court of Sedgwick County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

#### **ALLEGATIONS**

10. Defendant is engaged in the performance of roofing services in the state of Kansas.
11. Defendant acted as a “roofing contractor,” as defined by K.S.A. 50-6,122(a)(1), in the state of Kansas.
12. Defendant was not properly registered with the attorney general as a roofing contractor in the state of Kansas when Defendant acted as a roofing contractor.

#### **INJUNCTIVE RELIEF**

13. Defendant agrees to comply with the KCPA in all transactions involving Kansas consumers.
14. Defendant agrees to comply with the RRA in all transactions occurring within the state of Kansas.
15. Defendant agrees to be permanently enjoined from entering into, forming, organizing, or reorganizing into any partnership, corporation, sole proprietorship, or any other legal structures, for the purpose of avoiding compliance with the terms or this Consent Judgment.

16. Defendant agrees to pay to the Plaintiff a civil penalty of two thousand dollars (\$2,000.00). The civil penalty payment is due upon the filing of this Consent Judgment.

**OTHER PROVISIONS**

17. The provisions of this Consent Judgment will be applicable to Defendant.

18. 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.

19. 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.

20. 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.

21. 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 the law.

22. 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 Defendant is signing this Consent Judgment as the result of its 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.

23. By signing this Consent Judgment, the representative of the Defendant represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf the Defendant, thus binding the 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 pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b), and the Roofing registration act as the findings of fact and conclusions of law of the Court and that judgment is entered against Defendant and in favor of Plaintiff for civil penalties in the amount of \$2,000.00; the terms of the

Consent Judgment are approved and adopted as the Order of the Court.

**IT IS SO ORDERED.**

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District Court Judge

Prepared and approved by:

Attorneys for Plaintiff

s/ Derek Schmidt  
Derek Schmidt, KS# 17781  
Attorney General  
Office of the Attorney General  
Consumer Protection Division  
120 SW 10<sup>th</sup> Ave., 4<sup>th</sup> Floor  
Topeka, Kansas 66612

s/ Adrian Serene  
Adrian Serene, KS# 22810  
Office of the Attorney General  
Consumer Protection Division  
120 SW 10<sup>th</sup> Ave., 4<sup>th</sup> Floor  
Topeka, Kansas 66612

Defendant:

Taylor Made Exteriors LLC

s/ Michael Todd  
By: Michael Todd  
Its: Member/Owner