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CLERK OF THE RENO COUNTY DISTRICT COURT  
CASE NUMBER: 2015-CV-000181



**Court:** Reno County District Court  
**Case Number:** 2015-CV-000181  
**Case Title:** Kansas Attorney General State of Derek Schmidt vs.  
Super Siding LLC, et al.  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script that reads "Timothy J. Chambers".

/s/ Honorable Timothy Chambers, District Court  
Judge

**IN THE DISTRICT COURT OF RENO COUNTY, KANSAS**  
Twenty-seventh Judicial District

STATE OF KANSAS, *ex rel.*, )  
DEREK SCHMIDT, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SUPER SIDING LLC )  
 )  
and )  
 )  
DANIEL J. ROBERTS, an individual )  
 )  
Defendants. )  
 )  
\_\_\_\_\_ )

Case No. 2015-CV-181

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

**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. Defendants appear through Stan Junhke, attorney for Super Siding LLC and Daniel J. Roberts.

**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 Super Siding LLC is a limited liability company organized pursuant to the laws of the State of Kansas.

4. Defendant Daniel J. Roberts is an individual and is the sole member of Super Siding LLC.

5. Defendants have a principal place of business at P.O. Box 428, Hutchinson, Kansas 67504.

6. Defendants are "suppliers" within the definition of K.S.A. 50-624(1).

7. Defendants are engaged in "consumer transactions" in Kansas, as defined by K.S.A. 50-624(c).

8. Defendants are "roofing contractors," as defined by K.S.A. 50-6,122(a)(1).

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

### **ALLEGATIONS**

10. Defendants engaged in the performance of roofing services in the state of Kansas.

11. Defendants acted as a "roofing contractor," as defined by K.S.A. 50-6,122(a)(1), in the state of Kansas.

12. Defendants were not properly registered with the attorney general as a roofing contractor in the state of Kansas when Defendants acted as a roofing contractor.

### **INJUNCTIVE RELIEF**

13. Defendants agree to comply with the KCPA in all transactions involving Kansas consumers.

14. Defendants agree to comply with the RRA in all transactions occurring within the state of Kansas.

15. Defendants agree 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. Defendants agree 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. 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.

18. 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.

19. 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.

20. 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 the law.

21. 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 Defendant under this Consent Judgment and the consequences of breach hereunder. Defendants represent that Defendants have read the Consent Judgment and know and understand the contents thereof. Defendants further represent and warrant that Defendants are signing this Consent Judgment as the result of their 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.

22. By signing this Consent Judgment, the representative of the Defendant Super Siding LLC 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

Defendants 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.**

\_\_\_\_\_  
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

Defendants:

Super Siding LLC

s/Stanley R. Juhnke  
Stanley R. Juhnke, KS #8455  
The Law Office of Stanley R. Juhnke  
400 W. 1<sup>st</sup> Avenue  
Hutchinson, Kansas 67504

s/Daniel J. Roberts  
Daniel J. Roberts