



**Court:** Bourbon County District Court  
**Case Number:** 2016-CV-000185  
**Case Title:** State of Kansas, Ex Rel, Derek Schmidt, AG vs.  
Frank R Corder  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in black ink, appearing to read "Mark A. Ward".

/s/ Honorable Mark A. Ward, District Court Judge

Meghan D. Lowry, #26447  
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**IN THE DISTRICT COURT OF BOURBON COUNTY, KANSAS  
DIVISION 15**

|   |   |                                |
|---|---|--------------------------------|
| <b>STATE OF KANSAS, <i>ex rel.</i></b>      | ) |                                |
| <b>DEREK SCHMIDT, Attorney General,</b>     | ) |                                |
|   | ) |                                |
| <b>Plaintiff,</b>                           | ) |                                |
|   | ) |                                |
| <b>v.</b>                                   | ) |                                |
|   | ) | <b>CASE NO. 2016-CV-000185</b> |
|   | ) |                                |
| <b>FRANK "JOE" R. CORDER, an individual</b> | ) |                                |
| <b>d/b/a FRC CONSTRUCTION</b>               | ) |                                |
|   | ) |                                |
| <b>Defendant.</b>                           | ) |                                |
|   | ) |                                |

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**(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 Meghan D. Lowry, Assistant Attorney General. Defendant 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, 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 Roofing Registration Act ("RRA"), K.S.A. § 50-6,121, *et seq.*

3. Defendant Frank "Joe" R. Corder ("the Defendant") is an individual with a residential address at 303 East 15th Street, Pittsburg, Kansas 66762.

4. 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.

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

6. This Court has personal and subject matter jurisdiction over this controversy by the Kansas Consumer Protection Act, K.S.A. § 50-623, *et seq.*, specifically K.S.A. § 50-638(a).

### **ALLEGATIONS**

7. Defendant has acted as a "supplier" in Kansas, as that term is defined by K.S.A. § 50-624(l).

8. Defendant has acted as a "roofing contractor" in Kansas, as that term is defined by K.S.A. 50-6,122(a)(1).

9. Defendant has engaged in "consumer transactions" in Kansas, as that term is defined by K.S.A. § 50-624(c).

10. Defendant has engaged in consumer transactions with "consumers," as that term is defined in K.S.A. 50-624(b), and "protected consumers," as that term is defined in K.S.A 50-676(a).

11. At all times relevant hereto, the Defendant engaged in acts and practices in violation

of the Roofing Registration Act, K.S.A. § 50-6,121 *et seq.*, which acts and practices include, but are not limited to:

- a. Defendant engaged in the business of or operated in the capacity as a roofing contractor in the state of Kansas without having a valid registration certificate, in violation of K.S.A. 50-6,123(a).

12. At all times relevant hereto, Defendant engaged in acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, which acts and practices include, but are not limited to:

- a. Defendant entered in to a consumer transaction from which the consumer was unable to receive a material benefit of the subject of the transaction, in violation of K.S.A. 50-627.
- b. Defendant entered in to a consumer transaction that was excessively one-sided in favor of the Defendants, in violation of K.S.A. 50-627(b)(5).

13. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendant of a violation of the Roofing Registration Act or the Kansas Consumer Protection Act. Notwithstanding, Defendants 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**

14. Defendant agrees to refrain, and be permanently enjoined, from engaging in those acts and practices set forth in paragraph (11), specifically, those violations of the Roofing Registration Act, K.S.A. 50-6,121 *et seq.*, and agrees that engaging in such acts or similar acts after the date of this Consent Judgment shall constitute a violation of this Consent Judgment.

15. Defendant agrees to comply with the 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.

16. Defendant agrees to refrain, and be permanently enjoined, from engaging in those

acts and practices set forth in paragraph (12), specifically, violations of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, and agrees that engaging in such acts or similar acts after the date of this Consent Judgment shall constitute a violation of this Consent Judgment.

17. Defendant agrees 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.*

18. Defendant agrees to cooperate with the Office of the Kansas Attorney General in investigating and remedying any complaints filed with the Consumer Protection Division.

19. Specifically, Defendant agrees to respond within fourteen (14) days of receipt of the request issued by the Office of the Kansas Attorney General within fourteen (14) days of receipt of the request.

20. 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 of this Consent Judgment.

21. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to each officer, director, member, manager, employee, agent, independent contractor and representative having responsibilities with respect to the subject matter of this Consent Judgment within ten (10) days of signing the Consent Judgment or within fifteen (15) days after any person assumes such position or responsibilities.

22. 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.

23. Plaintiff and Defendant are in agreement that, upon satisfaction of this Consent

Judgment and the monetary relief ordered herein, this Consent Judgment shall not prevent or otherwise prohibit Defendant from applying for certification as a roofing contractor with the Office of the Kansas Attorney General.

### **MONETARY RELIEF**

24. Defendant agrees to pay the Office of the Kansas Attorney General \$12,000.00 in civil penalties for violations of the Roofing Registration Act, pursuant to K.S.A. § 50-6,123 and K.S.A. § 50-636.

25. Defendant agrees to pay the Office of the Kansas Attorney General \$48,000.00 in civil penalties for violations of the Kansas Consumer Protection Act, pursuant to K.S.A. § 50-636(c).

26. Defendant agrees to pay \$4,800.00 in consumer restitution, pursuant to K.S.A. § 50-632(c)(2).

27. Payment shall be made over the course of thirty (30) months, in the amount of \$400.00 per month, beginning the 1st of May or when the consumer is paid \$4,800.00 in full and on or before the 1st of each following month until payment in full has been made.

28. 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:

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

### **SUSPENDED MONETARY JUDGMENT**

29. Judgment is hereby entered in favor of Plaintiff and against Defendant in the amount of \$48,000.00 for the payment of civil penalties for violations of the Kansas Consumer Protection Act, pursuant to K.S.A. § 50-636(c). Provided, however, this monetary judgment shall be

suspended against Defendant as long as the Court makes no finding(s), as provided in the following section of this Consent Judgment titled “Right to Reopen,” that Defendant has violated any provision of this Consent Judgment.

30. Judgment entered in the amount of \$48,000.00 for the payment of civil penalties for violations of the Kansas Consumer Protection Act, pursuant to K.S.A. 650-636(c), shall be suspended as long as Defendant pays consumer restitution in the amount of \$4,800.00 in full within ninety (90) days of the Court’s approval of this Journal Entry of Consent Judgment.

### **RIGHT TO REOPEN**

31. Plaintiff’s agreement to the Suspended Monetary Judgment contained in this Consent Judgment is expressly premised upon Defendant’s material compliance with the terms of this Consent Judgment.

32. Defendant’s “material compliance” with the terms of this Consent Judgment shall mean material compliance with all of the provisions included in Paragraphs 14-30.

33. If, upon motion by the Attorney General to the Court, the Court finds that the Defendant has violated a material term of this Consent Judgment, the suspension of the monetary judgment as to the Defendant will be terminated and the entire judgment amount of \$48,000.00 shall become immediately due and payable to Plaintiff, and interest computed at the rate prescribed under Kansas law, shall begin immediately to accrue on the unpaid balance.

34. Defendant agrees that pursuant to 11 U.S.C. § 523(a)(2)(A) and § 523(a)(7), and due to the nature of the conduct underlying this settlement, any unpaid penalties and/or fees shall not be dischargeable in any bankruptcy proceeding commenced after the entry of this Consent Judgment.

35. Proceedings instituted under the foregoing paragraphs are in addition to, and not

in lieu of, any other civil or criminal remedies that may be provided by law, including any other proceedings Plaintiff may initiate to enforce this Consent Judgment.

### **OTHER PROVISIONS**

36. 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.

37. 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.

38. 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.

39. 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.



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

41. Defendant hereby represent and warrant 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 the 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 warrant 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.

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

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant in favor of Plaintiff in the amount of \$16,800.00.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendants in favor of Plaintiff, and suspended, in the amount of \$48,000.00.

**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 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 OF THE ELECTRONIC FILE STAMP.**

Respectfully submitted,

/s/ Derek Schmidt

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DEREK SCHMIDT, #17781  
KANSAS ATTORNEY GENERAL

/s/ Meghan D. Lowry

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Frank "Joe" R. Corder, an individual  
*Defendant*