



Court: Shawnee County District Court
Case Number: 2020-CV-000165
Case Title: State of Kansas ex rel Derek Schmidt Atty General
vs. Fred Bruce
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in black ink that reads "Thomas G. Luedke".

/s/ Thomas G. Luedke, Honorable District Court
Judge

Sarah Dietz, #27457
 Kaley Schrader, #27700
 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
 sarah.dietz@ag.ks.gov

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>,)	
DEREK SCHMIDT, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 2020-CV-165
FRED BRUCE, an individual)	
d/b/a INTEGRITY CONTRACTING INC.)	
)	
Defendant)	
)	

(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 Sarah M. Dietz, 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.*

3. Defendant Fred Bruce is an individual doing business as Integrity Contracting Inc. Defendant Bruce has a last known residential address in Omaha, Nebraska.

4. Integrity Contracting Inc. is a corporation registered with the Nebraska Secretary of State and has a principal place of business at 7009 S. 183rd Terrace, Omaha, Nebraska 68136.

5. Defendant Fred Bruce is the President and Director of Integrity Contracting Inc. and controls all the day-to-day operations of the company.

6. Integrity Contracting Inc. is not currently registered with the Secretary of State to do business in Kansas.

7. 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.

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

9. 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

10. Defendant has acted as a "supplier" in Kansas, as that term is defined by K.S.A. 50-624(1).

11. Defendant has engaged in "consumer transactions" in Kansas, as that term is

defined by K.S.A. 50-624(c).

12. Defendant has engaged in consumer transactions with “consumers,” as that term is defined in K.S.A. 50-624(b).

13. Plaintiff alleges that, were this matter to be litigated, the following could be proven:

That Defendant failed to provide the written notice of the three day right to cancellation and a completed form, in duplicate, of the notice of cancellation pursuant to K.S.A. 50-640(b)(1) and (b)(2); material misrepresentations to consumers regarding insurance and licenses, in violation of K.S.A. 50-626; and soliciting, engaging in the business of, or acting in the capacity of a roofing contractor within the state of Kansas without having a valid roofing registration certificate, in violation of K.S.A. 50-6,123.

14. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendant of a violation of 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

15. 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.*

16. Defendant agrees to register Integrity Contracting Inc. with the Kansas Secretary of State prior to conducting business in the State of Kansas and agrees to maintain the registration unless or until he ceases conducting business in the State of Kansas.

17. Defendant shall obtain and abide by any and all local and statewide licensure requirements before offering or soliciting services in any city, county, or municipality in Kansas.

18. Neither Defendant nor a successor shall not offer or perform tree, shrub, and vine

services in Topeka, Kansas unless or until Defendant obtains the proper license under Topeka Municipal Code 5.165.030 (2020) (Tree, Shrub and Vine Services).

19. Neither Defendant nor a successor shall not conduct door-to-door sales in Topeka, Kansas unless or until Defendant obtains the proper license under Topeka Municipal Code 5.115.020 (2020) (Peddlers, Solicitors and Itinerant Merchants).

20. Defendant must follow all the door-to-door requirements under K.S.A. 50-640, including, but not limited to, providing consumers with notice of their three day right to cancel and providing a separate notice, in duplicate, of their three day right to cancel.

21. Defendant shall not advertise, offer, solicit, or perform roofing services in the state of Kansas unless or until Defendant has obtained a roofing registration certificate with the Office of the Kansas Attorney General.

22. Defendant shall not cause or encourage third parties, nor knowingly permit third parties acting on their behalf, to engage in practices from which Defendant is prohibited by this Consent Judgment.

23. Defendant 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.

24. 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.

25. Defendant agrees that the terms of this Consent Judgment apply to Integrity

Contracting Inc. and any other separate entity formed by Defendant.

MONETARY RELIEF

26. Defendant agrees to pay the Office of the Kansas Attorney General \$5,000.00 in investigative fees and expenses, pursuant to K.S.A. 50-636, 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:

Sarah M. Dietz, Assistant Attorney General
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612
Marked with Case No. CP-20-000450

27. Payment shall be made over the course of thirty-two (32) months, in the amount of \$156.25 per month, beginning on the 1st of November, 2020 and on or before the 1st of each month following up until payment has been made in full.

28. Defendant agrees that time is of the essence for each of the aforementioned payments, and Defendant shall be responsible for the timely submission of each payment.

29. In the event that Defendant fails to make any payments in accordance with paragraph 27 of the Judgment, upon ten (10) days after the failure to make the proscribed payment, the full amount of the unpaid judgment balance shall immediately become due and payable.

OTHER PROVISIONS

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 represent that the Defendant has read the Consent Judgment and knows and understands the contents thereof. Defendant further represents and warranties 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.

36. By signing this Consent Judgment, the representative of the Defendant represents and warranties 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 \$5,000.00 in investigative fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b), 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,



DEREK SCHMIDT, #17781
KANSAS ATTORNEY GENERAL



Sarah M. Dietz, #27457
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
sarah.dietz@ag.ks.gov



Fred Bruce, President and Director
Integrity Contracting, Inc.