



**Court:** Shawnee County District Court  
**Case Number:** 2021-CV-000189  
**Case Title:** State of Kansas ex rel Derek Schmidt Atty General  
vs. Kevin E Wilkinson, et al.  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script that reads "M.E. Christopher".

/s/ Honorable Mary E Christopher, District Judge

Sarah Dietz, #27457  
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**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
THIRD JUDICIAL DISTRICT**

**STATE OF KANSAS, *ex rel.*,** )  
**DEREK SCHMIDT, Attorney General,** )  
 )  
**Plaintiff,** )  
 )  
**v.** )  
 )  
 )  
**KEVIN E. WILKINSON, an individual** )  
**AND TOPEKA ROOFING** )  
**AND GUTTERS LLC,** )  
 )  
**Defendants.** )

**Case No.: 2021-CV-000189**

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

**NOW** on this day Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Kansas Attorney General, by and through counsel Sarah Dietz, Assistant Attorney General. Defendants appear by and through James C. Heathman, Heathman Law Office, P.A.

**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 ("KCPA"), K.S.A. 50-623, *et seq.*

3. Defendant Kevin E. Wilkinson ("Defendant Wilkinson") is an individual with a last known residential address of [REDACTED], Topeka, Kansas [REDACTED].

4. Defendant Topeka Roofing and Gutters LLC ("Defendant Topeka Roofing") was a Kansas Limited Liability Company registered to do business with the Kansas Secretary of State. Defendant Topeka Roofing was formed by Kevin Edward Wilkinson on May 16, 2019. The limited liability company status was forfeited on July 15, 2021, for failure to file an annual report. The principal place of business and registered office for the company is [REDACTED].

5. All references to Defendants herein include acts performed individually, in concert, or by or through employees, agents, representatives, affiliates, assignees, or successors.

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

### **ALLEGATIONS**

7. Defendant Wilkinson and Defendant Topeka Roofing are "suppliers" as defined by K.S.A. 50-624(1).

8. Defendant Wilkinson and Defendant Topeka Roofing made or caused to be made "door-to-door sales" as defined by K.S.A. 50-640(c)(1).

9. Defendant Wilkinson and Defendant Topeka Roofing made or caused to made door-to-door sales with “consumers” as defined by K.S.A. 50-624(b).

10. Defendant Wilkinson and Defendant Topeka Roofing made or caused to be made “consumer transactions,” as that term is defined by K.S.A. 50-624(c).

11. Defendant Wilkinson and Defendant Topeka Roofing acted as “roofing contractors,” as that term is defined by K.S.A. 50-6,122(a)(1).

12. Plaintiff alleges at all times relevant hereto, Defendants have engaged in acts and practices in violation of the Kansas KCPA which acts and practices include, but are not limited to:

- a. Defendants made false statements and/or misrepresentations in regards to the services that needed to be performed on consumer’s property or the cost of performing such work, including supplies used, in violation of K.S.A. 50-626(b)(9) and K.S.A. 50-626(b)(2).
- b. Defendants charged prices for roofing and gutter services which grossly exceeded the price for similar services obtainable elsewhere, in violation of K.S.A. 50-627(b)(2).
- c. Defendants induced consumers to enter into excessively one-sided consumer transactions which favored the supplier, in violation of K.S.A. 50-627(b)(5).
- d. Defendants acted as a roofing contractor at a time in which they did not hold a valid roofing contractor registration issued by the Office of the Kansas Attorney General, in violation of K.S.A. 50-6,123(a)(1).

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

Notwithstanding, Defendants agree to this Consent Judgment without trial or adjudication of any issue of fact or law, solely for the purpose of settlement and without admitting any allegations contained herein.

### **INJUNCTIVE RELIEF**

14. The Defendants shall be permanently enjoined from violating all Kansas laws, statutes, rules and regulations relating to consumer transaction in Kansas, specifically, but not limited to the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* and the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*

15. The Defendants shall not cause or encourage third parties, nor knowingly permit third parties on their behalf, to engage in practices from which Defendants are prohibited by this Consent Judgment.

16. The Defendants agree that the terms of this Consent Judgment apply to acts performed individually, in concert, or by through its employees, agents, representatives, affiliates, assignees and successors.

17. The Defendants agree to fully cooperate with the Office of the Kansas Attorney General in any future complaints filed with our office and agree to respond to our office within twenty (20) days of receiving a copy of the complaint.

18. The Defendants agree that engaging in such acts or similar acts, after the date of this Consent Judgment, may constitute a violation of this Order and civil penalties may be imposed for each subsequent violation.

19. All contracts or agreements in regards to consumer transactions between Defendants and any consumers shall be in writing and include an itemized statement of all work

to be performed and the charges for each task. All line items of work agreed upon by the consumer should be initialed on the statement and signed and dated by the consumer prior to any work commencing.

20. Should there be a subsequent violation of this Consent Judgment, upon Plaintiff's Motion and a finding by the Court that Defendants have violated this Consent Judgment, Defendant shall be permanently enjoined from conducting consumer transactions in the State of Kansas, including all door-to-door sales under K.S.A. 50-640, pursuant to K.S.A. 21-6423.

#### **SUSPENDED INJUNCTIVE RELIEF**

21. Judgment is hereby entered in favor of Plaintiff and the Defendants are permanently enjoined from conducting consumer transactions in the State of Kansas, including all door-to-door sales under K.S.A. 50-640, pursuant to K.S.A. 21-6423. *Provided, however,* this permanent injunction shall be suspended against Defendants and held in abeyance so long as the Court makes no finding(s), as provided in the section of this Consent Judgment titled "Right to Reopen," that Defendants have violated any provision of this Consent Judgment. Defendants are hereby notified, pursuant to K.S.A. 21-6423, if the Court finds Defendants have violated any provision of this Consent Judgment and permanently enjoins Defendants from conducting consumer transactions, including door-to-door sales, in Kansas, Defendants may be subject to prosecution pursuant to K.S.A. 21-6423, a Level 9, Person Felony, for further participating in any door-to-door sales while prohibited from conducting door-to-door sales. Defendants are hereby notified, if the Court finds Defendants to have violated any provision of this Consent Judgment and permanently enjoins Defendants from conducting consumer transactions, including door-to-door transactions, in Kansas, if the Defendants then cause, direct, employ, enable or assist others in engaging in door-

to-door sales in the state of Kansas in violation of this Order, Defendants are committing a crime and may be subject to prosecution pursuant to K.S.A. 21-6423, a Level 9, Person Felony. Defendants are hereby notified that the criminal liability imposed by K.S.A. 21-6423 will not relieve Defendants of any civil liability for violating the terms of this Order or any other judgments and civil sanctions and liability may be imposed in addition to any authorized criminal penalties. Notwithstanding the suspension of the permanent injunction, the injunctive relief set out in paragraphs 13 – 21 remain in effect.

#### **RESTITUTION AND CIVIL PENALTIES**

22. The Defendant agrees to make restitution to the following consumers through the Office of the Kansas Attorney General who will disburse it to the consumers:

- a. J.C.: \$1,200;
- b. M.V.: \$663.32;
- c. D.A.: \$800.00;
- d. M.H.: \$1,438.97;
- e. J.D.: \$2,943.00;
- f. M.B.: \$1,452.00;
- g. L.P.: \$1,620.00;
- h. J.S. : \$861.00;
- i. M.M.: \$800.00;
- j. R.S.: \$1,800;
- k. L.G.: \$2,000.00; and
- l. C.B.: \$2,690.00.

23. Defendants agree to pay to the Office of the Kansas Attorney General Six Thousand Seven Hundred and Thirty-One Dollars and Seventy-One Cents (\$6,731.71) in civil penalties for violations of the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*

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

Sarah Dietz, Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Topeka, Kansas 66612-1597

25. Payment shall be made over the course of three (3) years and shall commence on the 1<sup>st</sup> of May, 2022. Defendants shall pay annually as follows: \$8,400 by May 1, 2023, \$8,400 by May 1, 2024, and \$8,200 by May 1, 2025. To ensure progress toward the annual payment, Defendants shall make a monthly payment in the amount of at least \$200 per month, on or before the 1<sup>st</sup> of each month following up until payment has been made in full. Defendants shall make any additional payments as needed to ensure each annual payment has been met.

26. Defendants agree that time is of the essence for each of the aforementioned payments, and Defendants shall be responsible for the timely submission of each payment.

27. In the event that Defendants fail to meet the annual payment or miss three (3) consecutive monthly payments in accordance with paragraph 25 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.

### **SUSPENDED MONETARY JUDGMENT**

28. Judgment is hereby entered in favor of Plaintiff and against Defendants, jointly



and severally, in the amount of \$30,000 for the payment of civil penalties for violations of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* as designated by the Attorney General, pursuant to K.S.A. 50-636. *Provided, however,* \$30,000 of this monetary judgment shall be suspended against Defendants so long as the Court makes no finding(s), as provided in the following section of this Consent Judgment titled “Right to Reopen,” that Defendants have violated any provision of this Consent Judgment.

### **RIGHT TO REOPEN**

26. Plaintiff’s agreement to Suspended Injunctive Relief contained in this Consent Judgment is expressly premised upon Defendants’ material compliance with the terms of this Consent Judgment.

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

28. Defendants’ “material compliance” with the terms of this Consent Judgment shall mean material compliance with all of the provisions included in Paragraphs 14-24.

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

30. 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**

31. The provisions of this Consent Judgment will be applicable to Defendants, and every employee, agent or representative of Defendants.

32. 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 for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof.

33. 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.

34. Compliance with his Consent Judgment does not relieve Defendants of any obligation imposed by applicable federal, state or local law, nor shall the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction.

35. 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, not 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.

36. This Consent Judgment represents the entire agreement between Plaintiff and the Defendants, 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.

37. 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 relief on any statement(s) or representations(s) of the Attorney General or anyone acting on his behalf, except for those contained in this Consent Judgment.

38. By signing this Consent Judgment, the representative of Defendants represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf of these Defendants, thus binding the Defendants 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 Defendants immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendants for payment of restitution in the amount of Eighteen Thousand Two Hundred and Sixty-Eight Dollars and Twenty-Nine Cents (\$18,268.29) to be disbursed under the following calculations to the named consumers:

J.C.: \$1,200;

M.V.: \$663.32;

D.A.: \$800.00;

M.H.: \$1,438.97;

J.D.: \$2,943.00;

M.B.: \$1,452.00;

L.P.: \$1,620.00;

J.S.: \$861.00;

M.M.: \$800.00;

R.S.: \$1,800;

L.G.: \$2,000.00; and

C.B.: \$2,690.00.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants cease any and all attempts to collect any money from Consumer T.J., Consumer M.B., Consumer D.A. and Consumer G.L. for the consumer transactions/work performed, specifically including, but not limited to, filing mechanics' liens.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendants and in favor of Plaintiff in the amount of Six Thousand Seven Hundred and Thirty-One Dollars and Seventy-One Cents (\$6,731.71) in civil penalties for violations of the Kansas Roofing Registration Act, K.S.A. 50-6,121 *et seq.*

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendants, jointly and severally liable, in favor of Plaintiff in the amount of \$30,000.00 in civil penalties for violations of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*, subject to the suspension herein.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant pay all court costs associated with this action.

**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 approved 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  
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120 S.W. 10<sup>th</sup> Avenue, 2nd Floor  
Topeka, Kansas 66612-1597

/s/ Sarah Dietz

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**FOR DEFENDANT:**



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Kevin Wilkinson

As an individual and on behalf of  
Topeka Roofing and Gutters, LLC



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*Attorney for Defendant*