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CLERK OF THE SHAWNEE COUNTY DISTRICT COURT
CASE NUMBER: 2022-CV-000416



Court: Shawnee County District Court
Case Number: 2022-CV-000416
Case Title: Office of the Kansas Attorney General vs. Ryan Metzker, et al.
Type: Journal Entry of Consent Judgment as to Defendant Ryan Metzker

SO ORDERED.

A handwritten signature in cursive script, reading "M.E. Christopher".

/s/ Honorable Mary E Christopher, District Judge

Sarah M. Dietz, #27457
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
KRIS W. KOBACH, Attorney General,)	
)	
Plaintiff,)	
v.)	CASE NO. 2022-CV-416
)	
BENJAMIN THAYER, an individual,)	
dba Copperhead Contracting, LLC)	
and)	
RYAN METZKER, an individual)	
dba Copperhead Contracting, LLC)	
and)	
COPPERHEAD CONTRACTING, LLC, a corporation)	
)	
Defendants.)	

(Pursuant to K.S.A. Chapters 50 and 60)

JOURNAL ENTRY OF CONSENT JUDGMENT
AS TO DEFENDANT RYAN METZKER

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.* Kris W. Kobach, Attorney General, appears by and through Sarah Dietz, Assistant Attorney General. Defendant Ryan Metzker appears by and through counsel, Aaron Bailey.

WHEREUPON the parties advise the Court that they have stipulated and agreed to the following:

PARTIES, JURISDICTION AND VENUE

1. Kris W. Kobach 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 Kansas Roofing Registration Act ("KRRR"), K.S.A. § 50-6,121 *et seq.*

3. Defendant Ryan Metzker ("Defendant Metzker") is a former owner and operator of Copperhead Contracting LLC, a non-resident limited liability company formerly registered with the Wisconsin Department of Financial Institutions with a principal address of 52 Merchant Row, Milton, Wisconsin 53563-1135. The address listed with the Wisconsin Department of Financial Institutions for the Registered Agent, Ryan Metzker, is 52 Merchant Row, Milton, Wisconsin 53563-1135.

4. All references to Defendant Metzker herein include acts performed individually, in concert, 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 Shawnee County, Kansas, pursuant to K.S.A. § 50-638(a) and (b), respectively.

ALLEGATIONS

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

7. Plaintiff alleges that Defendant Metzker has engaged in “consumer transactions” in Kansas, as that term is defined by K.S.A. § 50-624(c).

8. Plaintiff alleges that Defendant Metzker is a “roofing contractor,” as that term is defined by K.S.A. § 50-6,122(a) (1).

9. Plaintiff alleges that at all times relevant hereto, Defendant Metzker engaged in acts and practices in violation of the Kansas Roofing Registration Act, K.S.A. § 50-6,121 *et seq.* Such acts and practices include, but are not limited to:

- a. Defendant Metzker acted as a roofing contractor in the State of Kansas.
- b. Defendant Metzker offered to perform roofing services in the State of Kansas.
- c. When Defendant Metzker offered to perform and solicited roofing services in the State of Kansas, Defendant Metzker was not properly registered to do so with the Office of the Kansas Attorney General.

INJUNCTIVE RELIEF

10. Defendant Metzker 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.*, and the Roofing Registration Act, K.S.A. § 50-6,121 *et seq.*

11. Defendant Metzker agrees to be permanently enjoined from operating as a roofing contractor in the in the State of Kansas, as defined by K.S.A. 50-6,122(a), and from engaging in any roofing services, as defined by K.A.R. 16-8-1(f).

12. Defendant Metzker agrees to be permanently enjoined from conducting door-to-door transactions in the State of Kansas.

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

14. Defendant Metzker 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.

15. Defendant Metzker agrees that engaging in any door-to-door solicitations or sales in the State of Kansas, shall constitute a violation of this Consent Judgment.

16. Defendant Metzker acknowledges and admits that if Defendant Metzker participates, directly or indirectly, in any door-to-door solicitations or sales in the State of Kansas in violation of this Consent Judgment, Defendant Metzker is committing a crime and subject to prosecution pursuant to K.S.A. § 21-6423, a Level 9, Person Felony

17. Defendant Metzker acknowledges and admits that if Defendant Metzker causes, directs, employs, enables or assists others in engaging in door-to-door solicitations or sales in the State of Kansas in violation of this Consent Judgment, Defendant Metzker is committing a crime and subject to prosecution pursuant to K.S.A. § 21-6423, a Level 9, Person Felony.

18. Defendant Metzker 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.

CIVIL PENALTIES

19. Defendant Metzker agrees to pay the Office of the Kansas Attorney General \$7,500.00 in civil penalties for violations of the Kansas Roofing Registration, pursuant to K.S.A.

§50-6,123 and K.S.A. §50-636. 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:

Sarah Dietz, Assistant Attorney General, CP-18-001431
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

20. Defendant shall pay \$2,500 upon signing of the Consent Judgment. The remaining \$5,000 shall be made over the course of 120 days. A lump sum of \$2,500 shall be made within sixty (60) days upon execution of the Consent Judgment. A final lump sum payment of \$2,500 shall be made within 120 days upon execution of the Consent Judgment.

21. 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.

22. In the event that Defendant fails to make any payments in accordance with paragraph 20 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

23. 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.

24. 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.

25. Compliance with this Consent Judgment does not relieve Defendant Metzker 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.

26. The parties understand that this Consent Judgment shall not be construed as an approval of, or sanction by, the Attorney General of Defendant Metzker's business practices, nor shall Defendant Metzker 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 Defendant Metzker, 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.

27. This Consent Judgment represents the entire agreement between Plaintiff and Defendant Metzker, 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.

28. Defendant Metzker hereby represents and warrants that Defendant Metzker 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 Metzker under this Consent Judgment and the consequences of breach hereunder. Defendant Metzker represents that Defendant Metzker has read the Consent Judgment and knows and understands the contents thereof. Defendant Metzker further represents and warrants that Defendant Metzker is signing this

Consent Judgment as the result of his own free act, and that Defendant Metzker 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.

29. By signing this Consent Judgment, the representative of Defendant Metzker represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf of this Defendant Metzker, thus binding Defendant Metzker 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 Defendant Metzker immediately becomes a judgment upon filing.

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 Kansas 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 FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Metzker in favor of Plaintiff in the amount of \$7,500.00 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 pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. § 50-632(b) and the Kansas 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 SHOWN ON THE
ELECTRONIC FILE STAMP.**

Respectfully submitted by:

A handwritten signature in black ink that reads "Kris W. Kobach". The signature is written in a cursive style and is placed on a light-colored rectangular background.

Kris W. Kobach, #17280
Kansas Attorney GENERAL
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/s/ Sarah Dietz

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sarah.dietz@ag.ks.gov

Approved by:

A handwritten signature in black ink, appearing to read 'Ryan Metzker', written over a horizontal line.

Ryan Metzker, an individual

A handwritten signature in blue ink, appearing to read 'Aaron Bailey', written over a horizontal line.

Aaron Bailey, #25110
Attorney for Defendant