

District Attorney Marc Bennett
18th Judicial District of Kansas



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WICHITA, KAN. – An \$11,087.00 default judgment was entered against a local supplier for engaging in deceptive and unconscionable acts under the Kansas Consumer Protection Act (KCPA). The matter was investigated by the Office of the District Attorney’s Consumer Protection Division after receiving a consumer complaint against Justin Henry, doing business as JH Industries.

The Consumer Protection Division alleged Henry violated the Kansas Consumer Protection Act (KCPA) by failing to provide a material benefit to a consumer when he failed to deliver the fence panels she paid for in advance and also failed to provide a promised refund. The Consumer Protection Division attempted to resolve the matter prior to litigation by demanding a full refund after Henry failed to provide evidence he performed uncompensated work for the consumer. Legal action occurred after Henry failed to respond to the demand.

The Court found the failures to be deceptive and/or unconscionable under the KCPA. As part of the ruling, the Court ordered Henry to pay \$390.00 in restitution to the consumer, \$10,000.00 in civil penalties, as well as court costs and investigation fees. The court also ordered Henry to refrain from engaging in consumer transactions in Kansas until all restitution, costs and fees are paid.

The District Attorney reminds residents that consumers should exercise care when selecting suppliers for goods and services. Estimates and bids should be in writing that clearly indicates your expectations from the supplier including the scope of work and cost. When entering into a contract you should request a copy signed by all parties. If you elect to pay cash, you should require a detailed receipt as it is difficult to prove cash payments occurred absent a receipt. If you pay with a credit card and an issue arises, you can dispute the charge with your credit card provider if the supplier fails to deliver the goods or services you purchased. Anyone conducting “door-to-door” sales must also provide residents with a three (3) day right to cancel which is available at K.S.A. 50-640. Door-to-door sales include the purchase of goods or services over \$25, even when you invite a supplier to your residence to provide a bid.

The default judgment was ordered on January 16, 2024 by Judge Stephen Ternes. The case was investigated by Andrea Poirier of the District Attorney’s Office.

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