

District Attorney Marc Bennett
18th Judicial District of Kansas



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WICHITA, KAN. – A Wichita home improvement contractor has entered into a consent judgment with the Office of the District Attorney. The District Attorney’s Consumer Protection Division investigated Mark Benoit, doing business as Wood Specialties by Mark, after receiving a consumer complaint.

The Consumer Protection Division alleged Benoit violated the Kansas Consumer Protection Act (KCPA) by failing to provide a material benefit to a consumer when he failed to deliver and install cabinets for a kitchen remodeling project. The consumers entered into a contract with Benoit and paid for the materials and labor in advance. Because the consumers were over the age of 60, they are “protected consumers” under the KCPA, which could have resulted in an enhanced fine and penalty of up to \$20,000 per violation.

While Benoit denied intentionally violating the KCPA, he accepted a consent judgment prior to litigation to settle the matter. As part of the agreement, Benoit will be on a 24-month probationary period with the Consumer Protection Division during which he must pay \$22,400 in restitution to the consumers. He is also liable for \$10,000.00 in civil penalties, along with additional investigative expenses, and court costs. Future contracts will include proper notices of the three-day right to cancel the transaction for any door-to-door sales. The consent judgment includes an injunction from engaging in deceptive or unconscionable acts in the future. Benoit agreed to cooperate with the investigation of any future complaints.

The District Attorney cautions against paying significant amounts of money for home improvement projects up front before receiving the goods and services covered by the contract. 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. Additionally, the District Attorney reminds residents that anyone engaging in door-to-door sales or offering their services outside of their place of business is also required to provide customers a specific notice both orally and in writing to inform the consumer that they can cancel the contract within three days. The requirements are located in K.S.A. 50-640.

The Consent Judgment was approved on February 28, 2024, by Judge William Woolley. The case was investigated by Kristen Zluticky with the Office of the District Attorney.

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