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IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

JUL 22 2013

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS
STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE

PLAINTIFF,

V.

JACOB WAGERS AND
JAMES SASSER

DEFENDANTS.

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

CASE NO. CV 2013 01 0256

JUDGE HEDRIC

AGREED CONSENT
JUDGMENT ENTRY AND
ORDERPREAMBLE

This matter came to be heard upon the filing of a Complaint by the Ohio Attorney General alleging that Defendants Jacob Wagers and James Sasser (hereinafter "Defendants") violated the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* and its Substantive Rules, and the Ohio Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* By signing this Consent Judgment Entry and Order ("Consent Judgment"), Defendants waive service of process, submit to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F).

Defendants hereby consent to the Court's finding of the following facts and conclusions of law, to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce this Consent Judgment.

FINDING OF FACTS

1. Defendants are individuals doing business in Ohio as Ohio Insurance Assessments and had a principle place of business at 4889 Mercedes Drive, Suite A, Hamilton, Ohio.
2. Ohio Insurance Assessments is the name of a business entity which is not registered to do business with the Ohio Secretary of State.

3. Defendants at all times pertinent hereto directed and controlled all business activities of Ohio Insurance Assessments, including the solicitation for sale and sale of home improvement services.
4. Defendants caused, personally participated in, or ratified the acts and practices of Ohio Insurance Assessments as described in the Complaint.
5. Defendants have solicited consumers and accepted payments for the repair or construction of various home improvement products, such as roofs and gutters, within multiple counties in Ohio, including Butler County.
6. Defendants went door to door and solicited consumers in their homes.
7. Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation.
8. Defendants have accepted monetary deposits from consumers for the purchase and installation of roofing materials and have failed to deliver goods and services and have refused to refund consumers' deposits or payments.
9. Defendants have performed substandard and shoddy work in the construction and repair of roofing projects.
10. Defendants installed roofing material and shingles which were different brands and colors, as well as being of a lower quality, from what consumers had contracted for.
11. Defendants have delivered and installed roofing materials which were not of same standard, quality, grade, style, prescription, or model as the consumer had ordered.
12. Defendants' failure to perform contracted home improvement services in a proper manner and failure to perform the services has resulted in harm to consumers and

required the consumers to pay additional money to have the Defendants' work corrected and/or to complete the work Defendants were supposed to do.

CONCLUSIONS OF LAW

11. The Attorney General is the proper party to commence these proceedings under the authority of the CSPA, R.C. 1345.07, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
12. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Butler County.
13. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
14. Provisions of the CSPA, R.C. 1345.01 et seq. govern the business practices of Defendants.
15. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by contracting to perform, and in some cases performing, home improvement services, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D), from individuals in Butler County and other counties in the State of Ohio.
16. Defendants are "sellers" engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to "buyers" at the buyers' personal residences in the State of Ohio, Butler County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

17. Defendants have committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
18. Defendants have committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
19. Defendants have committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(2), by representing that the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription, or model, if it is not.
20. Defendants violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date.

ORDER

For purposes of affecting this Consent Judgment Entry and Order, it is therefore **ORDERED, ADJUDGED AND DECREED** that:

- I. Plaintiff's request for a Declaratory Judgment is GRANTED; and it is therefore DECLARED that the acts and practices enumerated in the Conclusions of Law set forth above violate the CSPA, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder, in the manner set forth therein.

2. It is further ORDERED that Defendants or their agents, servants, representatives, sales persons, employees, successors, assigns, and all persons acting on behalf of Defendants, directly or indirectly, through any corporate device or private device, partnership or association, including any person or entity which purchases any interest in the business and continues to operate the business, in connection with any consumer transaction, will comply with the requirements set forth and enumerated under the CSPA, R.C. 1345.01 et seq. and the Substantive Rules enacted thereunder and the HSSA, R.C. 1345.23 et seq.
3. It is further ORDERED that Defendants, jointly and severally, shall pay consumer restitution in the amount of \$24,857.23 to the Attorney General to be distributed to the consumers listed in Addendum A. It is further ORDERED that Defendants shall install a new roof in a workmanlike manner for consumer Jeff Dailey. If this roof is not installed by November 1, 2013, Defendants are ORDERED to pay an additional \$4,000 in consumer restitution to the Attorney General.
4. It is further ORDERED that Defendants are, jointly and severally, assessed a civil penalty in the amount of \$50,000, \$45,000 of which is suspended upon full compliance with the terms of this Consent Judgment, including the consumer restitution provisions.
5. A payment of \$3,057.23 is due upon the execution of this Consent Judgment. The remaining amount of \$21,800 shall be paid in 18 monthly installments of \$1,211.11. The monthly payments of \$1,211.11 shall be made by Defendants and received by the Attorney General on or before the last day of each month starting with the first payment due in July 2013 and ending with the last payment due in December 2014.
 - a. Defendants shall also install a new roof for consumer Jeff Dailey. If this roof is not completely installed in a workmanlike manner by November 1, 2013, then

Defendants shall pay an additional \$4,000 over the remainder of the payment plan. In the event that the roof is not installed and the \$4,000 becomes due, Defendants shall pay an additional \$307.69 starting in December 2013 and ending in December 2014.

6. It is further ORDERED that if the Defendants fail to deliver any payment or performance due hereunder to the Attorney General in accordance with each respective time limitation ordered, all remaining payments, including the suspended portion of the civil penalties, shall immediately become due and payable hereunder.
7. All Payment shall be made payable to the "Ohio Attorney General's Office," directed to:

Teresa Goodridge
Consumer Protection Section
30 E. Broad Street, Floor 14,
Columbus, OH 43215
8. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, upon proof of the violation, Defendants shall be liable to the Ohio Attorney General for any such costs associated with proving that violation, including, but not limited to, a reasonable sum for attorneys' fees.
9. It is further ORDERED that Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants business operation.
10. It is further ORDERED that Defendants shall pay all court costs associated with this matter.
11. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

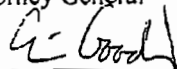
Date:

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JUDGE HEDRIC

APPROVED:

MICHAEL DEWINE
Attorney General



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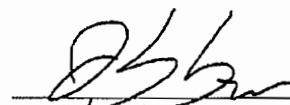
Date

DEFENDANTS



JACOB WAGERS
906 Heritage Drive
Trenton, Ohio 45067

Date



JAMES SASSER
211 Millikin Street
Hamilton, OH 45013

Date

ADDENDUM A

Last Name	First Name	City	State	Zip	Amount
Derickson	Christophe r	Hamilton	OH	45011	\$4,819.45
Grathwohl	Betty	Fairfield	OH	45014	\$4,200.00
Hilen	Jamie	Monroe	OH	45050	\$4,100.00
Layne	Joseph	Middletown	OH	45044	\$5,837.78
Revolt	Patricia	Middletown	OH	45044	\$4,500.00
Steward	David	Carlisle	OH	45005	\$1,400.00
Dailey	Jeff	Cincinnati	OH	45231	\$4,000 if new roof is not installed by 11/1/13