

IN THE COURT OF COMMON PLEAS  
DELAWARE COUNTY, OHIO

STATE OF OHIO, ex rel.  
MICHAEL DEWINE  
Attorney General of Ohio

Plaintiff,

v.

PRECISION POWER SYSTEMS, LLC., et al.

Defendants.

CASE NO. 13 CVH 010049

JUDGE WHITNEY

CONSENT JUDGMENT AND  
AGREED FINAL ENTRY  
AND ORDER

JAN ANTONIOLOS  
CLERK

2014 JUN -3 AM 8:53

COMMON PLEAS COURT  
DELAWARE COUNTY, OHIO  
FILED

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General, ("State" or "Plaintiff"), alleging that the Defendants Timothy Richards ("Richards") and Precision Power Systems, LLC ("Precision Power") violated Ohio's Consumer Sales Practices Act ("CSPA"), R. C. 1345.01 et seq., and its Substantive Rules. The parties have agreed to settle and resolve the matters contained herein. By signing this Consent Judgment and Agreed Final Entry and Order (hereinafter "Agreed Order"), Defendants submit to the personal jurisdiction of this Court, consent to the Court's finding of the following findings of fact and conclusions of law, consent to the imposition of this Agreed Order pursuant to R.C. 1345.07(F), and consent to the rights of Plaintiff to enforce this Agreed Order.

FINDINGS OF FACT

1. Defendant Richards is a natural person who resides at 7778 Cubbage Road, Westerville, Ohio 43081.

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

JUL 07 2014

TERMINATION CODE

7

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

2. Defendant Precision Power is an Ohio company that is registered with the Ohio Secretary of State under Registration No. 1824856 and had its principal place of business located at 761 Busch Court, Columbus, Ohio 43229.
3. Defendant Richards was the sole owner, operator, and decision-maker for Defendant Precision Power.
4. Defendant Richards, by virtue of his position as owner of Defendant Precision Power, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in the Complaint.
5. At all times relevant to this action, Defendants have been engaged in the business of effecting consumer transactions by selling and installing generators and maintenance plans to consumers for purposes that were primarily for personal, family or household use.
6. Defendants performed shoddy and unworkmanlike services regarding the installation of a generator.
7. In some transactions, consumers paid deposits on generators that were to be ordered and installed by the Defendants, but the consumers never received the generators or refunds of their deposits.
8. In some cases, Defendants sold maintenance plans to consumers and never returned to perform the services.
9. Defendants have provided consumers with inconsistent and inadequate information regarding the goods ordered, delivery dates, installation dates, and refunds.
10. Defendants failed to deliver the products and services for which consumers paid and have failed to make refunds.

11. Defendants entered into the consumer transactions, detailed above, while having unsatisfied judgments owed to some consumers arising out of previous consumer transactions.

### **CONCLUSIONS OF LAW**

12. The Ohio Attorney General is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07.

13. The actions of Defendants, described above, have occurred in the State of Ohio, in Delaware County and other counties in Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, OAC 109:4-3-01 et seq.

14. Jurisdiction over the subject matter of this action lies with this court pursuant to R.C. 1345.04 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.

15. 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 which the action arose, occurred in Delaware County.

16. Defendants are and were “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 selling and installing generators and service maintenance plans to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).

17. Defendants committed deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from consumers for goods and services and failing to make full delivery or provide refunds.

18. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing shoddy and unworkmanlike services in connection with consumer transactions.

19. Defendants have committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments owed to consumers arising out of previous consumer transactions.

### **ORDER**

#### **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

- A. 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 in Paragraphs Seventeen (17) through Nineteen (19) violate the CSPA, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder, in the manner set forth in therein.
- B. Defendants Timothy Richards and Precision Power Systems, LLC, under these or any other names, their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, and in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq., including, but not limited to, violations of the specific statutes and rules described in this Agreed Order.
- C. It is further ORDERED that the Defendants, jointly and severally, shall provide consumer restitution in the amount of Seventeen Thousand One Hundred Dollars and 56/100 Cents

(\$17,100.56), with Eleven Thousand Seven Hundred Fifty Dollars and 00/100 Cents (\$11,750.00) to be suspended pursuant to and in acknowledgment of the restitution ordered in the Judgment Entry on Sentencing in Delaware County Case No. 12CR-I-12-0511. Payment of the Five Thousand Three Hundred Fifty Dollars and 56/100 Cents (\$5,350.56) is to be distributed to eligible consumers by the Ohio Attorney General in his sole discretion and in accordance with Paragraph E.

D. It is further ORDERED that the Defendants, jointly and severally, shall pay Thirteen Thousand Six Hundred Forty-Nine Dollars and 44/100 Cents (\$13,649.44), with Ten Thousand Dollars and 00/100 Cents (\$10,000.00) suspended upon Defendants full compliance with this Agreed Order. Defendants shall pay the unsuspended amount, Three Thousand Six Hundred Forty-Nine Dollars and 44/100 Cents (\$3, 649.44) to the Ohio Attorney General's Consumer Protection Fund pursuant to 1345.07D and in accordance with Paragraph E.

E. It is further ORDERED that payment by the Defendants of the \$5,350.56 in consumer restitution and \$3,649.44 to the Ohio Attorney General shall be made as follows:

- a. The Defendants shall make an initial payment of \$250.00 upon execution of this Consent Judgment.
- b. Thereafter, the Defendants shall make monthly payments of \$250.00 beginning in June 2014 and continuing for 34 months, or until paid in full.
- c. All payments shall be made by the fifteenth (15th) of the month and shall be made by delivering a certified check or money order, payable to the "Ohio Attorney General," and directed to:

Finance Assistant  
Consumer Protection Section

Office of the Attorney General  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

- F. The contemporaneous exchange of this new value as a result of the suspended portion of the payment to the Consumer Protection Fund is being given to the Defendants by the Plaintiff in exchange for the restitution being paid by the Defendants.
- G. It is further ORDERED that if the Defendants fail to make a timely payment, the unpaid balances of the consumer restitution and Ohio Attorney General payment, as well as the suspended portions of the consumer restitution and Ohio Attorney General payment, will be immediately due in full.
- H. Failure of the Ohio Attorney General to timely enforce any term, condition, or requirement of this Agreed Order shall not provide, nor be construed to provide, Defendants a defense for noncompliance with any term of this Agreed Order or any other law, rule, or regulation; nor shall it stop or limit the Ohio Attorney General from later enforcing any term of this Agreed Order or seeking any other remedy available by law, rule or regulation.
- I. It is further ORDERED that this Agreed Order releases the Ohio Attorney General, the Attorney General's employees, servants and agents from any and all claims including monetary such as attorneys' fees, costs and expenses of any kind or injunctive declaratory relief, which Defendants have raised or could have raised in this action against the Ohio Attorney General and the Consumer Protection Section, its employees, servants and agents related to this action and investigation of Defendants.
- J. It is further ORDERED that this Agreed Order shall constitute a release of any and all claims such as attorney fees, costs and expenses of any kind which the Consumer

Protection Section of the Ohio Attorney General has raised or could have raised against the Defendants, their employees, servants and agents acting within their scope of employment related to the consumers identified in the Complaint.

K. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendants to abide by this Agreed Order, Defendants shall be liable to the Ohio Attorney General should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigatory costs.

L. It is further ORDERED that Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.

M. It is further ORDERED that Defendants pay all court costs associated with this matter.

N. Plaintiff and Defendants shall each pay their own attorney's fees.

O. This Court shall retain jurisdiction to enforce compliance with this Agreed Order.

IT IS SO ORDERED.

6/2/14  
DATE

  
JUDGE WHITNEY

**APPROVED AND AGREED TO BY:**

**PLAINTIFF**

**MICHAEL DEWINE**

**Attorney General of Ohio**



MEGANE E. MCNULTY (0078391)

BRITTANY M. STEELE (0089188)

Assistant Attorneys General

Consumer Protection Section

30 East Broad Street, 14th Floor

Columbus, Ohio 43215

(614) 466-9529 (phone)

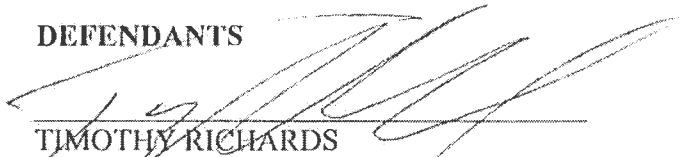
(866) 566-7358 (fax)

brittany.steele@ohioattorneygeneral.gov

megan.mcnulty@ohioattorneygeneral.gov

*Counsel for Plaintiff*

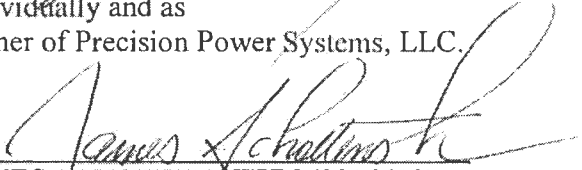
**DEFENDANTS**



TIMOTHY RICHARDS

Individually and as

Owner of Precision Power Systems, LLC.



JAMES SCHOTTENSTEIN (0016639)

Schottenstein Legal Services Co., LPA

492 S. High Street, Suite 200

Columbus, Ohio 43215

Tel: 614-464-1880

Fax: 614-464-3004

Email: jim@schottensteinlaw.com

*Counsel for Defendants*