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JUL 07 2014

IN THE COURT OF COMMON PLEAS
JACKSON COUNTY, OHIO

STATE OF OHIO, *ex rel.*)
MICHAEL DEWINE)
ATTORNEY GENERAL OF OHIO)
)
Plaintiff,)
v.)
)
JOHNNY POE)
DBA Johnny Poe Construction)
DBA JP Construction)
)
Defendant.)

CASE NO. 14 CIV 0002

JUDGE REGAN

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FILED
COMMON PLEAS COURT
JACKSON, OH

JUN 05 2014

SETH I. MICHAEL, CLERK

FINAL JUDGMENT ENTRY AND ORDER

Plaintiff, the State of Ohio, commenced this action by filing a complaint on January 9, 2014, and filing an amended complaint on January 13, 2014. After completing service on March 11, 2014, and after the Defendant, Johnny Poe, failed to appear or answer the complaint within the twenty eight days permitted by Civ. R. 12(A), the State moved for Default Judgment against Poe on April 14, 2014. On April 28, 2014, this Court entered the default judgment against the Defendant and awarded declaratory and injunctive relief. The Court then scheduled a damages hearing for May 29, 2014. A few hours before the damages hearing, Poe, appearing for the first time, moved for a continuance. The Court denied the motion because Poe failed to show good cause. Poe subsequently failed to appear for the damages hearing held later that day. At the hearing, the Court granted, in full, the State's request for consumer restitution, expectation damages, and civil penalties. The Court also imposed all costs upon Poe. The Court therefore issues this final judgment entry and order.

In the April 28, 2014, Default Judgment, the Court found the following facts:

1. Defendant, Johnny Poe, is a resident of Ohio who lives at 36960 State Route 93, Hamden, OH 45634.

2. Poe solicited and sold home improvement services to Ohio consumers at their residences, sometimes under the fictitious business name "Johnny Poe Construction" and sometimes under the fictitious business name "JP Construction." Poe did not maintain any fixed place of business.
3. Consumers, believing that Poe would completely and competently provide the home improvement services as he represented them, contracted with Poe to provide those services.
4. Poe failed to evidence his home solicitation sales with written agreements that contained a notice of cancellation and a properly completed written Notice of Cancellation form.
5. Poe demanded and accepted deposits for his home improvement services in advance of those services.
6. Poe allowed at least eight weeks to elapse without competently and completely fulfilling his contractual obligations to consumers, or, alternately, offering or providing those consumers a full refund.
7. Much of the work Poe did "complete" was so shoddy, substandard, and unworkmanlike that it required subsequent repairs and additional services.
8. Poe failed, on numerous occasions, to timely respond to consumers' efforts to contact him, whether it was by email, phone, or through the Ohio Attorney General's office.
9. When Poe did respond to consumers, he promised them that he would make good on his contractual obligations by some specified date, and then failed to show up on that date and complete the work as promised, thereby stalling and further evading his contractual obligations. In one instance, Poe told a consumer that he would complete his work within six months. Throughout the six months, Poe promised the consumer that he would begin

work “soon” and, at one point, that he would complete the work in another week and a half. After six months, and despite many efforts to contact Poe, Poe ultimately failed to competently complete the work for that consumer.

10. As a result of Poe’s shoddy, substandard, and unworkmanlike home improvement repairs and services, his failure to timely respond to consumers’ concerns, and his stringing-along of consumers when they raised concerns, consumers have gone for months with partially completed work, holes in their walls, and unsafe living conditions.
11. Poe failed to offer consumers a full refund within two weeks of advising the consumer of the duration of an extended delay.
12. Poe failed to offer to cover consumers’ cost of hiring a different contractor to finish or repair Poe’s work.
13. Poe’s failure to deliver left consumers with no other option but to hire other contractors, at significant cost, to fix his work and competently complete the services that he was contractually obligated to provide.

Furthermore, in the April 28, 2014, Default Judgment, the Court made the following conclusions of law:

1. This Court has personal jurisdiction over the Defendant pursuant to R.C. 2307.382 because this cause of action arises from the Defendant’s business transactions with residents of Ohio.
2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 et seq.

3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Jackson County, Ohio, is a county in which the Defendant conducted activity that gave rise to the State's claim for relief.
4. Poe is a "supplier" under R.C. 1345.01(C) because he solicited, offered for sale, and sold home improvement services to individuals in Ohio, and therefore engaged in the business of effecting and soliciting "consumer transactions" as that term is defined by R.C. 1345.01(A).
5. Poe is a "seller" under R.C. 1345.21(C) because he personally solicited and sold his home improvement services to buyers at their residences, and therefore engaged in "home solicitation sales" as that term is defined by R.C. 1345.21(A).
6. Poe committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) and O.A.C. 109:4-3-09(A)(2) by failing to fully deliver those services ordered by consumers, failing to fully refund consumers, failing to advise consumers of the duration of an extended delay and offering to send each consumer a refund within two weeks if the consumer requested it, and failing to furnish similar services of equal or greater value, within eight weeks of accepting payment for those services.
7. Poe committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by performing shoddy, substandard, and unworkmanlike services in connection with a consumer transaction, and then failing to correct that work.
8. Poe committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by repeatedly stalling and evading his contractual obligations with consumers.

9. Poe engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by failing to timely respond to consumers' repeated phone calls, emails, and attempts to communicate through the Ohio Attorney General's Office.
10. Poe engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by failing to register or report, as required by R.C. 1329.01(D), the use of all fictitious business names, including "Johnny Poe Construction" and "JP Construction," with the Ohio Secretary of State prior to doing business in Ohio under those fictitious names.
11. Poe engaged in unfair and deceptive acts and practices in violation of R.C. 1345.23(B) by failing to provide consumers with a notice of the consumer's right to cancel within three days of purchase that met the particular requirements of R.C. 1345.23(B)(1).
12. Poe engaged in unfair and deceptive acts and practices in violation of R.C. 1345.23(B) by failing to attach to the contract a "Notice of Cancellation" form that met the particular requirements of R.C. 1345.23(B)(2).
13. Poe engaged in unfair and deceptive acts and practices in violation of R.C. 1345.23(B) by failing to complete both copies of a "Notice of Cancellation" form that met the particular requirements of R.C. 1345.23(B)(3).
14. Poe committed these acts and practices after they had been declared unfair or deceptive by administrative rule adopted by the Attorney General pursuant to R.C. 1345.05(B)(2) or determined by an Ohio court to violate R.C. 1345.02 in a decision that had been made available for public inspection pursuant to R.C. 1345.05(A)(3).

Finally, in the April 28, 2014, Default Judgment, the Court ordered that:

1. Poe's violations of the HSSA and CSPA occurred as described in the Complaint and as described in this Order.
2. Poe, under that name, "Johnny Poe Construction," "JP Construction," or any others, and all persons acting on behalf of Poe, directly or indirectly, through any corporate or private device, partnership or association, are permanently enjoined from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the HSSA and the CSPA.
3. Poe is permanently enjoined from acting or serving as a supplier in the home improvement business and from soliciting or engaging in any home improvement consumer transactions in the State of Ohio as a supplier until the final ordered resolution of this matter is satisfied in its entirety.
4. Poe shall maintain in his possession and control for a period of five years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Poe's solicitation and sale of home improvement services in Ohio.
5. Poe is liable to all consumers found to have been damaged by his violations of the HSSA and the CSPA and shall pay those consumers for their damages in an amount to be determined at a damages hearing following the entry of this order.
6. Poe shall pay a civil penalty in an amount to be determined at a damages hearing following the entry of this order.

Following the May 29, 2014, damages hearing, this Court **ORDERS** that:

1. Poe is liable to the following consumers this Court found to have been damaged by his violations of the HSSA and the CSPA and shall pay the State restitution to be distributed to these consumers for their damages in the following amounts:
 - a. Rebecca Adkins: Seventeen thousand, one hundred ninety-five dollars (\$17,195).
 - b. Sheila Smith: Five thousand, thirty-four dollars (\$5,034).
 - c. Tiffany Johnson: Four hundred fifty dollars (\$450).
 - d. Amanda Blankenship: Three thousand, two hundred fifty dollars (\$3,250).
 - e. Oma Willis: Sixty-eight thousand dollars (\$68,000).
2. Poe shall pay a civil penalty to the State in an amount of one hundred thousand dollars (\$100,000).
3. Poe shall pay court costs.

IT IS SO ORDERED.

DATE



HON. JUDGE REGAN

Prepared by:



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Counsel for Plaintiff

Clerk please send copies to:

Bradly Turner, 30 E. Broad St., Floor 14, Columbus, OH 43215, *Counsel for Plaintiff;*

and

Johnny Poe, 36960 State Route 93, Hamden, OH 45634, *Defendant.*

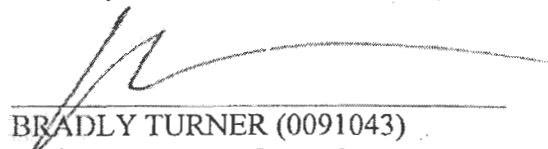
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was served upon the following by U.S. mail, postage prepaid, this 3rd day of June, 2014, to the following:

Johnny Poe
36960 State Route 93
Hamden, OH 45634

Respectfully submitted,

MICHAEL DEWINE
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