

IN THE COURT OF COMMON PLEAS
LAWRENCE COUNTY, OHIO

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STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DEWINE

Plaintiff,

v.

ALL SEASONS OF KENTUCKY, INC.
et al.

Defendants.

Case No. 13 OC 755

Judge Bowling

RECEIVED
ATTORNEY GENERAL OF OHIO

JUL 15 2014

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

**FINAL ENTRY AND ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT
JUDGMENT**

On December 19, 2013, Plaintiff, the State of Ohio, moved this Court to grant it a default judgment against the Defendants, All Seasons of Kentucky, Inc., All Seasons Contracting, Inc., Leo Patrick Richard, and Carol Richard, pursuant to Civ. R. 55(A). None of the Defendants have answered the State's complaint or appeared within the twenty eight days permitted by Civ. R. 12(A). The State has demonstrated that it has complied with the Servicemembers Civil Relief Act of 2003, 50 U.S.C. app. § 501-596. Accordingly, the Court grants the State's Motion for Default Judgment against the Defendants, issues the following finding of facts and conclusions of law, and orders the following relief, including damages.

FINDING OF FACTS

The Court finds the following facts:

1. Defendants did business in Ohio as All Seasons of Kentucky and had a principle place of business at 2100 Daveys Run, Grayson, KY 41143.

2. All Seasons of Kentucky is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
3. Defendants Carol and Patrick Richard controlled and directed the business activities and sales conduct of Defendant All Seasons of Kentucky Inc., causing, personally participating in, or ratifying the acts and practices of All Seasons of Kentucky Inc. as described in the Complaint.
4. Defendants Carol and Patrick Richard controlled and directed the business activities and sales conduct of Defendant All Seasons Contracting, Inc., causing, personally participating in, or ratifying the acts and practices of All Seasons Contracting, Inc. as described in the Complaint.
5. Defendants solicited consumers and accepted payments for the repair or construction of various home improvement products, including roofs and siding, within Lawrence County in Ohio.
6. Defendants solicited and sold home improvement goods and services at the residences of buyers.
7. Defendants do not have a retail business establishment having a fixed permanent location in Ohio where the goods are exhibited or the services are offered for sale on a continuing basis.
8. Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation.
9. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have failed to refund consumers' deposits or payments.

10. Defendants performed substandard and shoddy work in the construction and repair of home improvement goods and services.
11. After receiving payment, Defendants would sometimes begin to provide home improvement goods and services, but often failed to complete the work.
12. Defendants' failure to perform contracted home improvement services in a proper manner 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

1. This Court has personal jurisdiction over the Defendants pursuant to R.C. 2307.382 because this cause of action arises from the Defendants' 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 Lawrence County, Ohio, is a county in which the Defendants conducted activity that gave rise to the State's claim for relief.
4. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting consumers for the repair, construction, assembly and/or installation of various home improvement products for a fee, within the meaning of R.C. 1345.01(A).

5. Defendants were at all relevant times hereto “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, Lawrence 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).
6. Defendants 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 Consumer Sales Practices Act (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.
7. Defendants 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.
8. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), when they violated the Home Solicitation Sales Act (“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 and by failing to give consumers a cancellation form.

ORDER

It is therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff’s request for a Declaratory Judgment is hereby granted as Defendants’ violations of the CSPA and HSSA occurred as described in the Complaint and in this Order.

2. Defendants, under any name, and all persons acting on behalf of Defendants, 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 CSPA and HSSA.
3. Defendants are permanently enjoined from acting or serving as Suppliers 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. Defendants shall maintain in their 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 Defendants' solicitation and sale of home improvement services in Ohio.
5. Defendants are jointly and severally liable for consumer restitution in the amount of \$169,004 to be paid to and distributed by the Ohio Attorney General's Office to the consumers in Attachment A.
6. Defendants are jointly and severally assessed a \$75,000 civil penalty pursuant to R.C. 1345.07.
7. All payments are immediately due and shall be made by delivering a certified check or money order payable to the "Ohio Attorney General," to:

Consumer Protection Section

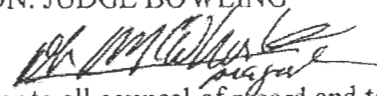
30 East Broad Street, 14th Floor

Columbus, Ohio 43215
8. Defendants shall pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

HON. JUDGE BOWLING



The Clerk shall mail a copy of this Judgment/Order to all counsel of record and to each party not in default who is not represented by counsel.

Prepared by:

/S/ Eric M. Gooding

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Counsel for Plaintiff, State of Ohio

Clerk please send copies to:

ERIC M. GOODING
441 Vine Street, 1600 Carew Tower
Cincinnati, Ohio 45202
Counsel for Plaintiff;

and (parties in default)

ALL SEASONS OF KENTUCKY INC.
c/o Melissa Knipp (registered agent)
2100 Daveys Run
Grayson, Kentucky 41143

ALL SEASONS CONTRACTING, INC
24122 Bay to Bay Blvd.
Manhattan, Illinois 60442

LEO PATRICK RICHARD

a.k.a. Patrick Richard

24122 Bay to Bay Blvd.

Manhattan, Illinois 60442

CAROL RICHARD

24122 Bay to Bay Blvd.

Manhattan, Illinois 60442

Attachment A

Last Name	First Name	City	State	Zip	Amount
Akers	Martha	Ironton	Ohio	45638	\$ 3,730.88
Allen	Georgianna	Ironton	Ohio	45638	\$ 7,203.69
Auble	Rose	Ironton	Ohio	45638	\$ 6,000.00
Brown	Glenda	Ironton	Ohio	45638	\$ 5,726.63
Brumfield	Stephen	Ironton	Ohio	45638	\$ 7,392.00
Burcham	Ruth	Ironton	Ohio	45638	\$ 5,524.65
Carter	Pete	Ironton	Ohio	45638-1622	\$ 10,951.51
Chaney	George	Ironton	Ohio	45638-1309	\$ 2,200.00
Davis	Mary	Ironton	Ohio	45638	\$ 3,109.48
Geswein	John	Ironton	Ohio	45638-1066	\$ 7,014.00
Hamlet	Alicia	Ironton	Ohio	45638	\$ 6,387.65
Harbolt	Linda	Ironton	Ohio	45638	\$ 4,200.00
Harvey	Ann	Ironton	Ohio	45638	\$ 1,000.00
Kearns	James	Ironton	Ohio	45638-2424	\$ 11,814.98
Litton	Linda	Ironton	Ohio	45638	\$ 8,144.32
Manshine	Kathy	Ironton	Ohio	45638-2548	\$ 6,900.00
Markins	Toni	Ironton	Ohio	45638-2161	\$ 2,573.22
McCabe	Ron	Ironton	Ohio	45638	\$ 2,000.00
McClellan	Arlene	Ironton	Ohio	45638-2105	\$ 3,000.00
McWhorter	Michael	Ironton	Ohio	45638-1251	\$ 4,199.05
McWhorter	Carrie	Ironton	Ohio	45638	\$ 10,719.34
Miller	Virginia	Ironton	Ohio	45638-1128	\$ 4,792.37

Monnig	Catherine	Ironton	Ohio	45638-2454	\$	3,468.88
Parsons	Paul	Ironton	Ohio	45638	\$	3,000.00
Prater	Cindy	Ironton	Ohio	45638	\$	7,229.48
Rigsby	Leona	Ironton	Ohio	45638	\$	5,219.19
Stoneroad	Jason	Ironton	Ohio	45638-1236	\$	3,759.03
Stratton	Robert	Portsmouth	Ohio	45662-4831	\$	4,900.00
Thompson	Donna	Ironton	Ohio	45638-1214	\$	11,965.77
Tipton	Angela	Ironton	Ohio	45638	\$	2,250.05
Witt	Carl	Ironton	Ohio	45638-1358	\$	2,627.83