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FILED
IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO
2014 NOV 25 AM 10:19

STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DEWINE
CLERK OF COURTS

Plaintiff,

v.

JONATHAN R. ANDERSON

Defendant.

Case No. CV 2014 06 1501

Judge Spaeth

RECEIVED
ATTORNEY GENERAL OF OHIO

DEC 09 2014

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINAL ENTRY AND ORDER AGAINST DEFENDANT JONATHAN R. ANDERSON

On September 26, 2014, this Court granted Plaintiff's Motion for Default Judgment that included finding of facts, conclusions of law, and orders. The Court hereby restates and incorporates those rulings along with the additional relief included in this Order.

FINDING OF FACTS

1. Defendant is an individual doing business in Ohio as Anderson & Son Construction and had a principle place of business at 897 Carlisle Ave., Hamilton, Ohio 45013.
2. Anderson & Son Construction is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
3. Defendant at all times pertinent hereto directed and controlled all business activities of Anderson & Son Construction, including the solicitation for sale and sale of home improvement services.
4. Defendant controlled and directed the business activities and sales conduct of Anderson & Son Construction, causing, personally participating in, or ratifying the acts and practices of Anderson & Son Construction as described in the Complaint.

5. Defendant solicited consumers and accepted payments for the repair or construction of various home improvement products within multiple counties in Ohio, including Butler County.
6. Defendant solicited and sold home improvement goods and services at the residences of buyers.
7. Defendant does not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
8. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.
9. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and has refused to refund consumers' deposits or payments.
10. Defendant performed substandard and shoddy work in the construction and repair of home improvement goods and services.
11. After receiving payment, Defendant would sometimes begin to provide home improvement goods and services, but often failed to complete the work.
12. Defendant's 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 Defendant's work corrected and/or to complete the work Defendant was supposed to do.

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 Butler County, Ohio, is a county in which the Defendant conducted activity that gave rise to the State's claim for relief.
4. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as he 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. Defendant was at all relevant times hereto a "seller" 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).
6. Defendant 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. Defendant 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. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), when he 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 Defendant's violations of the CSPA and HSSA occurred as described in the Complaint and in this Order.
2. Defendant Anderson, under that name, "Anderson & Sons" or any others, and all persons acting on behalf of Defendant, 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. Defendant 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. Defendant 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 Defendant's solicitation and sale of home improvement services in Ohio.

5. Defendant is liable for consumer restitution in the amount of \$62,330 to be paid to and distributed by the Ohio Attorney General's Office to the consumers in Attachment A.
6. Defendant is assessed a \$50,000 civil penalty pursuant to R.C. 1345.07.
7. Defendant shall pay all court costs associated with this matter.

IT IS SO ORDERED.


HON. JUDGE SPAETH

Prepared by:

/S/ Eric M. Gooding

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Counsel for Plaintiff;

and

Jonathan R. Anderson
897 Carlisle Ave.

Hamilton, OH 45013
Defendant.

Attachment A

First	Last	City	State	Zip	Amount
Maximino	Almanza	Franklin	OH	45005	\$2,800
Robert	Clark	Oxford	OH	45056	\$7,500
Dennis	Deardorff	Hamilton	OH	45011	\$1,000
Robert	Doyle	West Chester	OH	45069	\$5,500
Kimberly	Haunert	Lebanon	OH	45036	\$20,000
Larry	Reynolds	Middletown	OH	45042	\$3,700
David	Risinger	Fairfield	OH	45014	\$3,825
Steve	Schwartz	Hamilton	OH	45013	\$4,250
Kenneth	Siemens	Franklin	OH	45005	\$2,600
Charlotte	Watson	Hamilton	OH	45013	\$10,255
Rose	Woolum	Hamilton	OH	45013	\$900