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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO, EX REL. MICHAEL DEWINE
Plaintiff

Case No: CV-16-865336

Judge: BRENDAN J SHEEHAN

DREAM WORKS HOME IMPROVEMENT, LTD., ET
AL.
Defendant

JOURNAL ENTRY

96 DISP.OTHER - FINAL

CONSENT JUDGMENT AND FINAL AGREED ENTRY AND ORDER. O.S.J.
COURT COST ASSESSED AS DIRECTED.

Judge Signature

Date

RECEIVED
ATTORNEY GENERAL OF OHIO

OCT 04 2016

CONSUMER PROTECTION SECTION
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CUYAHOGA COUNTY

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

**STATE OF OHIO, ex rel.
MICHAEL DEWINE,**

Plaintiff,

-vs-

**DREAM WORKS HOME
IMPROVEMENT LTD., et al.,**

Defendants

) **CASE NO. CV-16-865336**
)
) **JUDGE BRENDAN SHEEHAN**
)
) **CONSENT JUDGMENT AND**
) **FINAL AGREED ENTRY**
) **AND ORDER**
)
)
)
)

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the Attorney General of Ohio, on June 28, 2016 charging Defendants Dream Works Home Improvement Ltd. and Ken Adams (hereinafter "Defendants") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm. Code ("O.A.C.") 109:4-3-01 et seq. Defendants have not filed an Answer to the Complaint, but Plaintiff and Defendants have discussed the issues set forth in the Complaint and have agreed to settle and resolve all remaining matters contained herein and all claims alleged against Defendants. By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), Defendants hereby submit to the personal jurisdiction of the Court, consent to the entry of this Consent Judgment pursuant to R.C. 1345.07 and to the imposition of this Consent Judgment and the rights of Plaintiff to enforce same. Any service of process issues or other defects are hereby waived.

FINDINGS OF FACT

1. Defendant Dream Works Home Improvement Ltd. is a domestic limited liability

company registered with the Ohio Secretary of State whose last known business address is 20426 Boston Road, Strongsville, Ohio 44149.

2. Defendant Kenneth Adams, is a natural person whose last known address is 11883 Pearl Road, Apt. 201, Strongsville, OH 44136.
3. Defendant Ken Adams directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of Dream Works Home Improvement Ltd.
4. At all times relevant to this action, Defendants solicited consumers for home improvement goods and services in Cuyahoga County, Ohio as well as other counties within the State of Ohio.
5. Defendants solicited and sold these home improvement goods and services at the residences of Ohio consumers.
6. Defendants accepted payments for home improvement contracts, failed to fully perform the contracted services, and failed to refund the payments made by those consumers.
7. After receiving payment, Defendants would sometimes commence the home improvement project, but then fail to complete the contracted work or in some instances, provide work which was substandard.
8. Defendants' failure to perform contracted home improvement services in a proper manner resulted in harm to consumers and required consumers to incur additional expenses to have Defendants' contracted work completed and/or corrected.

CONCLUSIONS OF LAW

1. The Attorney General of Ohio is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07 of the CSPA.
2. This Court has subject matter jurisdiction over the subject matter of this action pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that Defendants reside in and maintain their principal place of business in Cuyahoga County and some of the transactions complained of herein, and out of which this action arises, occurred within Cuyahoga County, Ohio.
4. 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 providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendants engaged in "consumer transactions" by offering for sale, and selling home improvement and repair services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
6. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by selling home improvement goods and services to consumers, receiving payments for these contracted services, and then failing to deliver the contracted services or to refund the monies paid within a reasonable time.
7. Defendants committed unfair or 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. The acts and practices described above in paragraphs 6 and 7 have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

In making the above Findings of Fact and Conclusions of Law, the Court hereby:

- A. **DECLARES** that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq. in the manner set forth herein and in the Complaint.
- B. **ISSUES** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salespersons, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from committing any unfair, deceptive or unconscionable act or practice which violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including but not limited to violations of the specific statutes and rules set forth in this Consent Judgment;
- C. **ORDERS** that Defendants jointly and severally pay restitution in the amount of Five Thousand Three Hundred Fifty-Eight Dollars and Nineteen cents (\$5,358.19). This amount includes restitution payments to consumers in the following amounts:

| | |
|---------------------|------------------|
| Ethel White | \$5247.00 |
| Carol Dalton | \$ 111.19 |

Parties agree that Defendants shall make restitution as follows: One Hundred Fifty Dollars (\$150.00) per month for Thirty-five (35) months, and then One Hundred Eight Dollars and Nineteen cents (\$108.19) for the Thirty-sixth (36th) month at which time the full amount of restitution will be repaid. The first restitution payment of One Hundred Fifty Dollars (\$150.00) shall be paid on or before October 28, 2016, and each subsequent monthly payment shall be paid on or before the Twenty-eighth day of each month thereafter until paid in full. Defendants shall make these payments payable to the Ohio Attorney General and deliver payments to the following address:

**Ohio Attorney General
Compliance Officer
30 E. Broad St., 14th fl.
Columbus, OH 43215**

- D. IMPOSES** upon Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for violating the CSPA pursuant to R.C. 1345.07(D) - Twenty-four Thousand Dollars (\$24,000.00) of which is suspended so long as Defendants are and remain in compliance with all of the provisions of this Consent Judgment Entry. Defendants shall remit payment of the remaining One Thousand Dollars (\$1,000.00) unsuspended civil penalty on or before November 1, 2019, and this payment shall be made payable to and delivered to:

**Ohio Attorney General
Compliance Officer
30 E. Broad St., 14th fl.
Columbus, OH 43215**

- E. IT IS FURTHER ORDERED** that if the Defendants fail to deliver any payment


due hereunder in accordance with the payment schedule set forth herein, all remaining payments shall immediately become due and payable hereunder, including any suspended civil penalties.

- F. IT IS FURTHER ORDERED** that an injunction be issued prohibiting Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio if they are not in full compliance with all of the provisions of this Consent Judgment, including the financial provisions.
- G.** Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the business operations.
- H.** The Court shall retain jurisdiction over this Consent Judgment and the Parties hereto for the purpose of enforcing and modifying this Consent Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.
- I. 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, Defendants jointly and severally 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 investigative costs.
- J. IT IS HEREBY ORDERED** that this Consent Judgment does not preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of the Consent Judgment, under any authority granted to the Ohio Attorney

General. This Consent Judgment only resolves those issues relating to the allegations brought forth in the civil complaint filed in this matter.

K. Defendants, jointly and severally, shall pay all court costs associated with this action.

IT IS SO ORDERED.

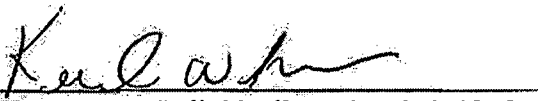

JUDGE BRENDAN SHEEHAN
DATE 9/28/16

Agreed to and submitted by:


MICHAEL DeWINE
OHIO ATTORNEY GENERAL


REBECCA F. SCHLAG (0061897)
Senior Assistant Attorney General
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Cleveland Regional Office
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Cleveland, OH 44113-1899
(216) 787-3030
Trial counsel for Plaintiff State of Ohio
Rebecca.Schlag@OhioAttorneyGeneral.gov

Date: September 28, 2016


Ken Adams, Individually and on behalf of
Dream Works Home Improvement Ltd.
11883 Pearl Rd., Apt. 201
Strongsville, OH 44136
Defendants, pro se
440-212-3018
Kadams8687@gmail.com

Date: September 28, 2016


Witness
Print Name here: John Hathaway

Date: 9/28/16
JH