

IN THE COURT OF COMMON PLEAS  
MEDINA COUNTY, OHIO

COMMON PLEAS COURT

2016 OCT 18 PM 3: 25

STATE OF OHIO ex rel.  
OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

Plaintiff

v.

BENOVIC CONSTRUCTION, LLC, et al.

Defendants.

CASE NO. 16 CIV 0641

JUDGE COLLIER

FILED  
DAVID B. WADSWORTH  
MEDINA COUNTY  
CLERK OF COURTS

FINAL JUDGMENT

ENTRY AND ORDER

This cause came to be heard upon Plaintiff State of Ohio, ex rel. Attorney General Michael DeWine's Motion for Default Judgment against Defendants Benovic Construction, LLC and Cassie Benovic. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment against the Defendants. The Court, based upon that motion, Plaintiff's Complaint, and Plaintiff's Memorandum in Support of Damages and Civil Penalties hereby renders the following Default Judgment Entry.

FINDINGS OF FACT

1. Defendant Benovic Construction, LLC ("Benovic Construction") is a Domestic Limited Liability Company with its principal place of business located at 173 31st Street NW, Barberton, Ohio 44203.
2. Benovic Construction has been a registered domestic LLC since March, 2015.
3. Defendant Cassie Benovic ("Benovic") is a natural person who resides at 999 Township Rd. 133, West Salem, Ohio 44287.

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

FEB 01 2017

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

4. Defendant Benovic at all times pertinent hereto directed, controlled, and participated in the business activities and sales conduct of Defendant Benovic Construction, including the conduct giving rise to the violations described herein.
5. Defendants accepted payment from consumers for the purchase of home improvement goods and services, such as roof repairs, and allowed eight weeks to elapse without delivering the goods or services, offering a full refund, or furnishing goods or services of equal or greater value.
6. On at least one occasion, Defendants started construction on the consumer's home, but failed to complete the contracted job.
7. At the time of the transactions, Defendants failed to provide consumers with proper notice of cancellation forms describing their right to cancel the transactions.
8. To date, no refunds have been made to consumers.

#### CONCLUSIONS OF LAW

9. Jurisdiction over the subject matter of this action lies with this Court pursuant to the Consumer Sales Practices Act ("CSPA"), R.C. 1345.04.
10. 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 of which this action arose, occurred in Medina County, Ohio.
11. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
12. Defendants are "suppliers" as they were, at all times relevant herein, engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting

and selling goods or services to consumers in the State of Ohio for purposes that were primarily personal, family or household in nature, as those terms are defined in the CSPA, R.C. 1345.01(A), (C), and (D).

13. Defendants, were at all times relevant herein, engaged in “home solicitation sales” as that term is defined in the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21(A), as they engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
14. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and 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 goods or services of equal or greater value as a good faith substitute.
15. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give a proper notice to consumers of their right to cancel their contract by a specific date.

### **ORDER**

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

- A. Plaintiff's request for Declaratory Judgment is **GRANTED**, and it is therefore **DECLARED** that the acts and practices set forth above violate the CSPA and the HSSA in the manner described herein.
- B. Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate

device, partnership, or other association, under these or any other names, are **PERMANENTLY ENJOINED** from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq. or the HSSA, R.C. 1345.21 et seq.

- C. Pursuant to R.C. 1345.07(B), Defendants are **ORDERED**, jointly and severally, to pay damages to the Ohio consumers identified in the affidavits provided to the Court who were injured by the Defendants' conduct set forth herein in the amount of \$11,783.38. Such payment shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

The consumer damages will be distributed by the Attorney General to the following consumers in the amounts set forth below:

LAST	FIRST	CITY	STATE	ZIP	AMOUNT
Covic	Safet	Brunswick	OH	44212	\$10,497.97
Zimcosky	Michael	Brunswick	OH	44212	\$1,285.41

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are **ORDERED** to pay a civil penalty in the amount of \$25,000.00, pursuant to R.C. 1345.07(D). Such payment shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

COURT  
Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

- E. Defendants are **ENJOINED** from engaging in business as a supplier in any consumer transactions in the State of Ohio, until such time as they have satisfied all monetary obligations associated with this matter.
- F. Defendants are **ORDERED** to pay all court costs.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JUDGE COLLIER

Submitted by:

  
HALLIE C. SAFERIN (0093467)  
Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-466-9529  
Hallie.Saferin@ohioattorneygeneral.gov  
*Counsel for Plaintiff, State of Ohio*

**"FINAL APPEALABLE ORDER"**

TO THE CLERK,

PLEASE SERVE ON THE FOLLOWING:

Benovic Construction, LLC  
173 31<sup>st</sup> St. NW  
Barberton, OH 44203

and

Cassie Benovic  
999 Township Rd. 133  
West Salem, OH 44287