

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

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ATTORNEY GENERAL OF OHIO

MAR 01 2023

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	Case No: 21 CV 001857
DAVE YOST,	)	
	)	JUDGE JAIZA PAGE
Plaintiff,	)	
v.	)	<b>FINAL JUDGMENT</b>
	)	<b>ENTRY AND ORDER AGAINST</b>
NICHOLAS COOPER, <i>et al.</i> ,	)	<b>DEFENDANT NICHOLAS COOPER</b>
	)	<b>ONLY</b>
Defendants.	)	

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This matter initially came to be heard upon the filing of Plaintiff's Motion for Default Judgment against Defendant Nicholas Cooper, individually and doing business as A-Z Auto Body and A-Z Auto Body Repair & Classic Restoration ("Defendant Cooper") on June 21, 2022. On July 27, 2022, the Court entered a Default Judgment Entry and Order against Defendant Cooper ("Cooper Default Judgment Order"). In addition to granting the other relief Plaintiff requested, the Court ordered Defendant Cooper to pay civil penalties and consumer damages in amounts to be determined upon Plaintiff's submission of a memorandum on damages to include consumer affidavits, instead of live testimony, as evidence of the damages. The Court granted the same relief and made the same orders as to Defendant Joshua Nicholas ("Defendant Nicholas," and collectively with Defendant Cooper, "Defendants") in its Default Judgment Entry and Order against Defendant Nicholas entered on November 16, 2022.

On December 14, 2022, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties as to both Defendants ("Damages Memo"). Plaintiff attached to its Damages Memo as evidence the sworn affidavits of fifteen consumers, all of whom suffered monetary damages due to Defendants' violations of Ohio consumer protection laws. Plaintiff's Damages Memo provided evidence in support of its requests for \$74,301.38 in consumer damages and

\$70,000.00 in civil penalties.

The Court finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the fifteen consumers who submitted affidavits sustained monetary damages totaling \$74,301.38 and that the imposition of a \$70,000.00 civil penalty is appropriate and permitted by R.C. 1345.07(D).

Based on the above, the Court completely restates below the Findings of Fact, Conclusions of Law, and Orders that were originally included in the Court's Cooper Default Judgment Order. In addition, the Court further includes below new Orders specifying the consumer damages and civil penalty amounts that Defendant Cooper must pay.

**FINDINGS OF FACT**

1. Defendant Cooper is a natural person.
2. Defendant Cooper, at all times relevant hereto, was an owner of a motor vehicle repair business that operated at 4675 Karl Rd., Columbus, Ohio 43229 under the names A-Z Auto Body and A-Z Auto Body Repair and Classic Restoration and Defendant Cooper personally operated, controlled, and directed the activities of said business.
3. Defendant Cooper, at all times relevant hereto, solicited individual consumers to enter into consumer transactions for motor vehicle repair services.
4. Although Defendant Cooper acted as a "motor vehicle collision repair operator," Defendant Cooper was not registered with the Motor Vehicle Collision Repair Board.
5. Defendant Cooper accepted monetary deposits and/or payments from consumers for motor vehicle repair services, but in some instances failed to provide the services when represented, including the allowance of more than eight weeks to elapse without providing the services ordered, making a full refund, advising the consumers of the duration of an

extended delay and offering to send a refund within two weeks if so requested, or furnishing similar services of equal or greater value as a good faith substitute.

6. Despite consumers' demands to do so, Defendant Cooper has not refunded consumer deposits and/or payments for the motor vehicle repair services that Defendant Cooper failed to provide.
7. Defendant Cooper in some instances provided or attempted vehicle repair services for consumers, but did so in an incomplete, shoddy, substandard, or unworkmanlike manner and then failed to correct such work.

#### **CONCLUSIONS OF LAW**

8. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act, R.C. 1345.01, *et seq.* ("CSPA").
9. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Defendant Cooper conducted activity giving rise to the claims for relief in Franklin County, Ohio.
10. The Attorney General is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by the CSPA.
11. Defendant Cooper 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 individual consumers in the State of Ohio to enter into transactions for motor vehicle repair services for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
12. Defendant Cooper, at all times pertinent to this action, acted as a "motor vehicle collision repair operator," as that term is defined in R.C. 4775.01(D), as he performed five or more motor vehicle collision repairs in a calendar year.

13. Defendant Cooper committed unfair and 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 motor vehicle repair services and then permitting more than eight weeks to elapse without providing the services ordered, making a full refund, advising the consumers 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.
14. Defendant Cooper committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing incomplete, shoddy, substandard, or unworkmanlike work and then failing to correct such work.
15. Defendant Cooper committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(G), by conducting business as a “motor vehicle collision repair operator” without being registered with the Motor Vehicle Collision Repair Board, as required by R.C. 4775.02.
16. The acts or practices described above in Paragraphs 14 and 15 have been previously determined by Ohio courts to violate the CSPA and Defendant Cooper committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**ORDER**

For the purposes of affecting this Default Judgment Entry and Order, it is hereby ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff’s request for Declaratory Judgment is GRANTED, and it is therefore DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices set forth above

violate the CSPA and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, in the manner set forth herein.

- B. Defendant Cooper, doing business under his own name, the names A-Z Auto Body or A-Z Auto Body Repair & Classic Restoration, or any other names, together with his officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with him directly or indirectly through any corporate device, partnership or association, are hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in any unfair, deceptive, or unconscionable acts and practices that violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 13 - 15.
- C. Defendant Cooper is ORDERED, pursuant to R.C. 1345.07(B), jointly and severally to pay consumer damages in the amount of \$74,301.38 with payment to be made to the Ohio Attorney General for distribution, at his discretion, to the following fifteen consumers:

<u>Last Name</u>	<u>First Name</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Awosoji	Omotayo	Columbus	OH	\$955.00
Bickel	Tony	Galena	OH	\$8,700.00
Burnett	Tasha	Columbus	OH	\$400.00
Burt	Dewey	Fairborn	OH	\$2,900.00
Cooke	David	Johnstown	OH	\$1,300.00
DeCirce	Michael	Columbus	OH	\$5,152.50
Frank	Allen	Amanda	OH	\$10,000.00
Guy	Ralph	Dayton	OH	\$2,600.00

Johnston	William	Westerville	OH	\$8,400.00
Smiddy	Jacob	Columbus	OH	\$3,850.00
Taylor	Justin	Hilliard	OH	\$2,500.00
Valenzuela	Jose	Delaware	OH	\$2,300.00
Vedra	Michael	Hilliard	OH	\$11,000.00
Winans	Brian	Shinnston	WV	\$10,143.88
Teasley	Paul	Columbus	OH	\$4,100.00
				<b>\$74,301.38</b>

- D. Based on the above findings that Defendant Cooper committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Cooper is ORDERED to pay civil penalties, pursuant to R.C. 1345.07(D), in a total amount of \$70,000.00.
- E. The consumer damages and civil penalties ordered to be paid in Paragraphs C and D above shall be paid to the Ohio Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered within seven days to:
- Financial Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215
- F. Defendant Cooper is ORDERED to pay Plaintiff collection costs and interest on the unpaid balance of this judgment as permitted by Ohio law, including, but not limited to, R.C. 131.02, 109.08, and 109.081.
- G. Defendants Cooper is ORDERED to pay all court costs associated with this matter.
- H. Defendant Cooper, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, is hereby ENJOINED from engaging in consumer transactions as a

supplier in the State of Ohio until he has satisfied all monetary amounts ordered to be paid  
in this action.

The Court will enter a separate Final Judgment Entry and Order against Defendant Joshua  
Nicholas.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE JAIZA PAGE

Entry Prepared and Approved By:  
DAVE YOST  
Ohio Attorney General

/s/ W. Travis Garrison  
W. Travis Garrison (0076757)  
Assistant Attorney General  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614)728-1172 (phone)/(844)243-0045 (fax)  
Email: Travis.Garrison@OhioAGO.gov  
*Attorney for Plaintiff*

Franklin County Court of Common Pleas

**Date:** 02-28-2023  
**Case Title:** STATE OF OHIO EX REL ATTORNEY GEN DAVE Y -VS-  
NICHOLAS COOPER  
**Case Number:** 21CV001857  
**Type:** JUDGMENT AGAINST CERTAIN DEFENDANTS

It Is So Ordered.

The image shows a circular official seal of the Franklin County Court of Common Pleas. Overlaid on the seal is a handwritten signature in black ink, which appears to be 'Jaiza Page'. The seal contains the text 'FRANKLIN COUNTY, OHIO' and 'JUDICIAL BRANCH'.

/s/ Judge Jaiza Page