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JUDICIAL COURT

2023 MAR 28 PM 1:22

JUDGE
CLERK
ALLEN COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
ALLEN COUNTY, OHIO

STATE OF OHIO *ex rel.*
ATTORNEY GENERAL DAVE YOST

Plaintiff,

v.

AUSTIN C. CORE, *et al.*

Defendants.

Case No: **CV2023 0107**

Judge

REED

**CONSENT JUDGMENT AND
FINAL AGREED ORDER AND
ENTRY AGAINST DEFENDANTS**

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, State of Ohio, charging Defendants Austin C. Core and Bulletproof Buildings LLC, an Ohio Limited Liability Company, ("Defendants") with violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Admin. Code 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* Plaintiff and Defendants have agreed to settle and resolve all matters alleged in that complaint. By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), Defendants waive service of process of the summons and complaint, and/or any defects therein, submit to the personal jurisdiction of this Court, consent to the Court's Findings of Fact and Conclusions of Law, consent to the imposition of this Consent

Judgment pursuant to R.C. 1345.07(F), and consent to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Austin C. Core ("Core") is a natural person residing at 710 S. Phillips Road, Harrod, Ohio 45850.
2. Defendant Bulletproof Buildings LLC ("Bulletproof") is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State on May 13, 2019.
3. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
4. Defendant Core at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Bulletproof, causing, personally participating in, or ratifying the acts and practices of Defendant Bulletproof, including the conduct giving rise to the violations described herein.
5. Defendants engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement goods and services, including but not limited to, construction and installation of outbuildings.
6. Defendants engaged in the business of providing goods and services to consumers, including providing individual construction and installation of outbuildings and failed to deliver goods and services within eight weeks.
7. Defendants accepted substantial payments from consumers, and failed to begin work for which they were paid.

8. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
9. After receiving payment, Defendants began work but failed to complete the work.
10. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and failed to provide such goods and services in the time promised.
11. At the time of the transactions, Defendants failed to provide proper notice to consumers of their rights to cancel the transactions, including providing a detachable notice of cancellation form.
12. Two consumers have filed complaints with the Ohio Attorney General's Office requesting refunds in the amount of \$18,304.32, as stated in Exhibit A.

CONCLUSIONS OF LAW

13. The Attorney General of Ohio, Dave Yost, is the proper party to commence this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01, et seq.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) and (6).
16. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions," either directly or indirectly, by soliciting or selling home improvement goods or services to "consumers" for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).

17. As defined in R.C. 1345.21(A), (C) and (D), the Defendants are "sellers" as they engaged in the business of effecting "home solicitation sales" by soliciting "buyers" at their residences where they sold home improvement services which were primarily for the buyers' personal, family or household use.
18. 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 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.
19. Defendants committed unfair or deceptive acts or practices in violation of the Direct Solicitation Rule, O.A.C. 109:4-3-11(A)(5), and the CSPA, R.C. 1345.02(A), by failing to conform to the requirements of R.C. 1345.21 to 1345.27 and 1345.99 of the Revised Code relative to home solicitation sales in direct solicitations.
20. Defendants violated the HSSA, R.C. 1345.23, the CSPA, and R.C. 1345.01, *et seq.* by failing to evidence sales with written agreements that provide proper notice to consumers of their rights to cancel their transactions, including providing seller signed and dated detachable notice of cancellation forms.
21. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. The court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of Law violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* in the manner set forth in this Consent Judgment.
- B. Defendants, their officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, are hereby PERMANENTLY ENJOINED from engaging in unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, including, without limitation, violations of the specific statutes described in this Consent Judgment.
- C. IT IS FURTHER ORDERED that the Defendants, jointly and severally, shall pay Eighteen Thousand Three Hundred Four Dollars and 32 Cents (\$18,304.32) as restitution for consumer damages to the Consumers identified in Exhibit A. Payment of this monetary amount shall be made in accordance with Paragraph E, below.
- D. Pursuant to R.C. 1345.07(D), Defendants, jointly and severally, shall pay a civil penalty in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Of that amount, Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be suspended, so long as Defendants are in full compliance with all of the provisions of this Consent Judgment. Payment of the remaining balance of Five Thousand Dollars (\$5,000.00) shall be made in accordance with Paragraph E, below.
- E. Payments for the amounts due in Paragraphs C and D, totaling \$23,304.32, shall be paid as follows:

- a. Defendants shall pay Three Hundred Four Dollars and 32 Cents (\$304.32) upon execution of this Consent Judgment.
- b. Defendants shall pay the remaining balance in equal monthly installments of Three Hundred Dollars and Zero Cents (\$300.00). These installments shall begin on April 1, 2023 and continue until the full amount is paid. Each installment is due on or before the first day of the month.
- c. Payments due under Paragraphs (C) and (D) above shall be made by delivery of a certified check or money order, payable to the "Ohio Attorney General's Office," delivered to the following address:

**Consumer Protection Section
Attn: Finance Specialist
30 E. Broad St., 14th Floor
Columbus, Ohio 43215**

- F. IT IS FURTHER ORDERED that if Defendants fail to deliver any payment due hereunder to Plaintiff in accordance with the payment schedule ordered herein, all remaining payments and the suspended civil penalty referenced in Paragraph (D), shall immediately become due and payable hereunder.
- G. Defendants are hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Consent Judgment may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against Defendants, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- H. IT IS FURTHER ORDERED that Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- I. IT IS FURTHER ORDERED that, in the event that the Ohio Attorney General must initiate legal action or otherwise incur any costs to compel Defendants to abide by this Consent Judgment, and the Attorney General should prevail in that action, then Defendants, jointly and severally, shall be liable to the Ohio Attorney General for all related enforcement costs, including but not limited to, a reasonable sum for attorney fees and investigative costs.
- J. IT IS FURTHER ORDERED that this Consent Judgment does not resolve or 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 the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.
- K. Defendants, jointly and severally, shall pay all court costs associated with this action.

IT IS SO ORDERED

3-28-2023
DATE

Jeffrey R. Read
JUDGE


Agreed to by:

Dave Yost
Attorney General

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unsel. The fact of this
on the document
as per



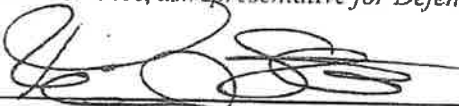
Timothy W. Effler (0083768)
Assistant Attorney General
Consumer Protection Section
1 Government Center, Suite 1340
Toledo, Ohio 43604
419-245-2556 (phone)
Counsel for Plaintiff



Austin C. Core, Defendant
710 S. Phillips Road
Harrod, Ohio 45850,



Austin C. Core, as representative for Defendant Bulletproof Buildings LLC



Kevin J. Stotts
Attorney at Law
119 N. West Street, Ste. 101
Lima, Ohio 45805
Phone: (419) 879-0706
Fax: (419) 228-9111
Email: kstotts@outlook.com
Counsel for Defendants

EXHIBIT A
CONSUMER DAMAGES SUMMARY

<u>LastName</u>	<u>FirstName</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Darbyshire	Curt	COLUMBUS GROVE	OH	\$11,304.32
Casati	Christie	FINDLAY	OH	\$7,000.00
				<u>\$18,304.32</u>

