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ATTORNEY GENERAL OF OHIO

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

**MAY 02 2023**

STATE OF OHIO ex rel.	)	CONSUMER PROTECTION SECTION
ATTORNEY GENERAL	)	Case No: 22 CV 003512 PUBLIC INSPECTION FILE
DAVE YOST,	)	
	)	JUDGE HAWKINS
Plaintiff,	)	
v.	)	<b>FINAL JUDGMENT</b>
	)	<b>ENTRY AND ORDER AGAINST</b>
1 <sup>st</sup> Pick Home Improvement, LLC, <i>et al.</i> ,	)	<b>DEFENDANTS</b>
	)	
Defendants.	)	

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This matter initially came to be heard upon the filing of Plaintiff's Motion for Default Judgment against Defendants 1<sup>st</sup> Pick Home Improvement, LLC ("1<sup>st</sup> Pick"), Cowans Home Improvement, LLC ("CHI"), and Aaron Cowans (collectively, "Defendants") on November 4, 2022. On December 1, 2022, the Court entered a Default Judgment Entry and Order against Defendants ("Default Judgment Order"). In addition to granting the other relief Plaintiff requested, the Court ordered the Defendants 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.

On April 10, 2023, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Damages Memo"). Plaintiff attached to its Damages Memo as evidence the sworn affidavits of nine 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 \$92,340.67 in consumer damages and \$75,000.00 in civil penalties.

The Court finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the nine consumers who submitted affidavits sustained monetary damages totaling \$92,340.67 and that the imposition of a \$75,000.00 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 Default Judgment Order. In addition, the Court further orders additional relief in the form of consumer damages and civil penalty amounts that Defendants must pay.

**FINDINGS OF FACT**

1. Defendant Aaron Cowans is a natural person with a last known address at 1790 Rocky Road, Chillicothe, Ohio 45601.
2. Defendant 1<sup>st</sup> Pick is a domestic limited liability company registered with the Ohio Secretary of State on or about September 22, 2020.
3. Defendant CHI is a domestic limited liability company registered with the Ohio Secretary of State on or about December 20, 2017.
4. Defendant Aaron Cowans at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendants 1<sup>st</sup> Pick and CHI, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
5. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Franklin County.
6. Defendants operated out of Defendant Cowans' residence and did 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.
7. Defendants accepted monetary deposits and/or payments from consumers for home

improvement goods and services and then allowed more than eight weeks to elapse without either making delivery, 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.

8. Despite consumers' demands to do so, Defendants have not refunded consumer deposits and/or payments for goods and services that the Defendants failed to deliver or provide.
9. Defendants accepted monetary deposits and/or payments from consumers for the purchase of home improvement goods and services, but in some instances provided shoddy and unworkmanlike services and then failed to correct such work.
10. In their sale of home improvement goods and services to consumers, Defendants failed to properly notify consumers of their rights to cancel their transactions and failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.

#### **CONCLUSIONS OF LAW**

11. 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").
12. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Defendants conducted activity giving rise to claims for relief in Franklin County, Ohio.
13. 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.
14. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting, offering for sale and selling home improvement goods and services to individual consumers in the State of Ohio for

purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

15. Defendants engaged in “home solicitation sales” as “sellers” as those terms are defined in R.C. 1345.21 as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).
16. 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 more than eight weeks to elapse without making delivering, 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.
17. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
18. Defendants violated the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.* HSSA, R.C. 1345.23 and the CSPA, R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their transactions and by failing to provide consumers with notice of cancellation forms describing the consumers’ rights to cancel the transactions within three business days.
19. The acts or practices described above in Paragraphs 17 and 18 have been previously determined by Ohio courts to violate the CSPA and Defendants 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 Final 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 that the acts and practices set forth above violate the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.* ("Substantive Rules"), and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth herein.
- B. Defendants, doing business under their own names or any other names, together with their agents, 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, 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, its Substantive Rules, or the HSSA, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 16 through 18.
- C. Defendants are ORDERED jointly and severally, pursuant to R.C. 1345.07(B), to pay consumer damages in the amount of \$92,340.67 with payment to be made to the Ohio Attorney General for distribution, at his discretion, to the following nine consumers:

<u>Last Name</u>	<u>First Name</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Brown	Josette	Marysville	OH	\$6,500.00
Devore	Rory	Columbus	OH	\$5,035.66
Dukes	Bertha	Groveport	OH	\$4,000.00
Earman	Matthew	Powell	OH	\$17,560.00
Grandjean	Amanda	Columbus	OH	\$13,552.00

Maharaj	Amrit	Dublin	OH	\$3,108.16
Mohan	Ajith	Plain City	OH	\$11,524.10
Rashid	Mary	Columbus	OH	\$8,925.00
Wang	Jianmei	Delaware	OH	\$22,135.75
				<b>\$92,340.67</b>

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, jointly and severally, to pay civil penalties, pursuant to R.C. 1345.07(D), in a total amount of \$75,000.00.
- E. Defendants are 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.
- F. Defendants are ORDERED to pay all court costs associated with this matter.
- G. Defendants, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, are hereby ENJOINED from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action and any other outstanding consumer protection judgments have been satisfied.

IT IS SO ORDERED.

DATE

JUDGE HAWKINS

Entry Prepared and Approved By:  
DAVE YOST  
Ohio Attorney General

/s/ W. Travis Garrison  
W. Travis Garrison (0076757)  
Assistant Attorney General  
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*Attorney for Plaintiff*

Franklin County Court of Common Pleas

**Date:** 05-01-2023  
**Case Title:** STATE OF OHIO EX REL ATTORNEY GEN DAVE Y -VS- 1ST  
PICK HOME IMPROVEMENT LLC ET AL  
**Case Number:** 22CV003512  
**Type:** DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'D. Hawkins', is written over a faint circular official seal.

/s/ Judge Daniel R. Hawkins