

IN THE COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

COMMON PLEAS COURT
WARREN COUNTY, OHIO
FILED

15 APR 14 AM 11:40

SHIRLEY A. BETH
CLERK OF COURTS

STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DEWINE

Plaintiff,

v.

ISRAEL ALEX BARRETT

Defendant.

Case No. 14 CV 86416

Judge Peeler

RECEIVED
ATTORNEY GENERAL OF OHIO

MAY 27 2015

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINAL ENTRY AND ORDER AGAINST DEFENDANT

On February 13, 2015, Plaintiff filed a Motion for Default Judgment. Defendant was properly served, has failed to file an answer to Plaintiff's Complaint, and has failed to defend against this motion or appear before the Court in any manner. The Court finds the motion well taken and hereby grants Plaintiff's Motion for Default Judgment. The Court renders the following Default Judgment Entry and Order.

FINDING OF FACTS

1. Defendant is an individual who did business in Ohio as Pleasant Plain Lawn & Landscape, Alex's Elite Lawn Care and Eli's Lawn Care.
2. Pleasant Plain Lawn & Landscape, Alex's Elite Lawn Care and Eli's Lawn Care are the names of business entities which are not registered to do business with the Ohio Secretary of State.
3. Defendant directed and controlled all business activities of Pleasant Plain Lawn & Landscape, Alex's Elite Lawn Care and Eli's Lawn Care, including the solicitation for sale and sale of lawn and landscape services.

4. Defendant controlled and directed the business activities and sales conduct of Pleasant Plain Lawn & Landscape, Alex's Elite Lawn Care and Eli's Lawn Care, causing, personally participating in, or ratifying the acts and practices of Pleasant Plain Lawn & Landscape, Alex's Elite Lawn Care and Eli's Lawn Care as described in the Complaint.
5. Defendant solicited consumers and accepted payments for lawn care and landscape services within multiple counties in Ohio, including Warren County.
6. Defendant solicited and sold lawn care and landscape services at the residences of buyers.
7. Defendant does not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
8. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.
9. Defendant accepted monetary deposits from consumers for the purchase of lawn care and landscape services and failed to deliver those services and refused to refund consumers' deposits or payments.
10. Defendant performed substandard, shoddy, and incomplete work when he did provide lawn care and landscape services, and failed to correct the work.
11. After receiving payment, Defendant would sometimes begin to provide lawn care and landscape services, but often failed to complete the work.
12. Defendant's failure to perform contracted services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendant's work corrected and/or to complete the work Defendant was supposed to do.

CONCLUSIONS OF LAW

1. This Court has personal jurisdiction over the Defendant pursuant to R.C. 2307.382 because this cause of action arises from the Defendant's business transactions with residents of Ohio.
2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 et seq.
3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Warren County, Ohio, is a county in which the Defendant conducted activity that gave rise to the State's claim for relief.
4. Defendant 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 consumers for lawn and landscape repair, construction, assembly and/or treatment products for a fee, within the meaning of R.C. 1345.01(A).
5. Defendant is a "seller" engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to "buyers" at the buyers' personal residences in the State of Ohio, Warren County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
6. Defendant committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the Consumer Sales Practices Act ("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.
7. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing incomplete and substandard work and then failing to correct such work.
 8. Defendant violated the Home Solicitation Sales Act (“HSSA”), R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
 9. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

ORDER

It is therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff’s request for a Declaratory Judgment is hereby granted as Defendant’s violations of the CSPA and HSSA occurred as described in the Complaint and in this Order.
2. Defendant, under his own name or any other names, and all persons acting on behalf of him, directly or indirectly, through any corporate or private device, partnership or association, is permanently enjoined from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.
3. Defendant is permanently enjoined from acting or serving as a Supplier in the lawn care business and from soliciting or engaging in any lawn care consumer transactions in the State of Ohio as a Supplier until the final ordered resolution of this matter is satisfied in its entirety.

4. Defendant shall maintain in his possession and control for a period of five years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendant's solicitation and sale of lawn care services in Ohio.
5. Defendant is liable for consumer restitution in the amount of \$3,648 to be paid to and distributed by the Ohio Attorney General's Office to the consumers identified in Attachment A.
6. Defendant is assessed a \$10,000 civil penalty pursuant to R.C. 1345.07.
7. Defendant shall pay all court costs associated with this matter.

IT IS SO ORDERED.


HON. JUDGE PEELER

Prepared by:

/S/ Eric M. Gooding

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Attachment A

Last	First	Address	City	Amount
Baginski	John	314 Huntington Dr	Loveland	\$386
Harris	Ken	632 Hunock Ct	Maineville	\$309
Hunter	Michael	390 Antietam Blvd	Maineville	\$260
Morgason	David	11714 Retview Ln	Loveland	\$318
Owsiany	Dorothy	947 Paul Vista Drive	Loveland	\$381
Poignon	Stephen	1791 Mariners Cove	Loveland	\$421
Sahu	Srinivas	5384 Crimson Glory	Mason	\$558
Schatzman	Jean	7210 Welbeck	Maineville	\$125
Sisk	Sharline	6953 W Haven CT	Mason	\$445
Van Blaricom	Colleen	6927 W Haven Ct	Mason	\$445