

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

STATE OF OHIO

IN THE MATTER OF:

Hey Neighbor, LLC/The Original Ron

The Furnace Man, Inc./Ron Ertle

DOCKET # 487620

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 19<sup>th</sup>  
\_\_\_\_\_ day of March, 2015 by Ron Ertle, Statutory Agent of The  
Original Ron the Furnace Man, Inc. and Managing Member of Hey Neighbor, LLC ("Supplier") and  
Michael DeWine, Attorney General of the State of Ohio ("Attorney General"). For purposes of this  
Assurance, "Supplier" means Ron Ertle, Hey Neighbor, LLC, and The Original Ron the Furnace  
Man, Inc. and their officers, partners, managers, successors, or assigns and all persons acting in  
concert or participation with them, directly or indirectly, through any corporate device, partnership,  
association or affiliation.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Supplier may  
have engaged in acts and practices which violate Chapter 1345 of the Ohio Revised Code, known as  
the Consumer Sales Practices Act ("CSPA"), has conducted an investigation pursuant to the  
authority granted him pursuant to RC 1345.06 which Supplier fully cooperated with, and;

**WHEREAS**, the Attorney General may, pursuant to RC 1345.06(F) enter into and accept  
an Assurance of Voluntary Compliance, and;

**RECEIVED**  
**ATTORNEY GENERAL OF OHIO**

**MAY 27 2015**

**CONSUMER PROTECTION SECTION**  
**PUBLIC INSPECTION FILE**

**WHEREAS**, this Assurance of Voluntary Compliance is an Assurance in writing by Supplier of their intent to conduct business in a manner designed to comply with the provisions of the CSPA, RC 1345.01, *et seq.*; and

**WHEREAS**, Supplier, desiring to comply with all aspects of the CSPA, hereby voluntarily enters into this Assurance with the Attorney General.

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his Consumer Protection Section of Ron Ertle, Hey Neighbor LLC and The Original Ron the Furnace Man, Inc.'s business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, the Supplier agrees to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA, RC 1345.01 *et seq.* and the Ohio Administrative Code, O.A.C. 109:4-3-01 *et seq.*

### **BACKGROUND AND STATEMENT OF FACTS**

- (4) Supplier operates a furnace and air conditioning maintenance, installation and repair business with its principal place of business located at 1809 West Main Street, Louisville, OH 44641.
- (5) At all times relevant to this agreement Ron Ertle served as the Owner of Hey Neighbor, LLC and The Original Ron the Furnace Man, Inc.
- (6) Ron Ertle, Hey Neighbor LLC and The Original Ron the Furnace Man, Inc. are “suppliers” as that term is defined in RC 1345.01(C) and have been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling maintenance, installation and repair services to individuals in the State of Ohio for purposes that were primarily personal, family, or household within the meaning specified in RC 1345.01(A).
- (7) Supplier operated as a so-called “flat rate contractor” to Ohio consumers. As a flat-rate contractor, Supplier charged a set fee for each service, maintenance or installation project.
- (8) In operating as a “flat rate contractor,” Supplier failed to provide the consumer with a written itemized list of repairs performed or services rendered, including a list of parts or materials and a statement of whether they were used, remanufactured, or rebuilt, if not new, and the cost thereof to the consumer, the amount charged for labor, and the identity of the individual performing the repair or service as required by O.A.C. 109:4-3-05(D)(12).

### **COMPLIANCE PROVISIONS**

- (9) Supplier shall not engage in acts and practices that violate the CSPA.
- (10) Supplier shall provide consumers with a written itemized list of repairs to be performed or services rendered, including a list of parts or materials and a statement of whether they are used, manufactured, or rebuilt, if not new, and the cost thereof to the consumer, the amount charged for labor and the identity of the individual performing the repair or service as required by O.A.C. 109:4-3-05(D)(12).

### **GENERAL PROVISIONS**

- (11) Supplier understands and agrees that this Assurance applies to any related business owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
- (12) This Assurance shall be governed by the laws of the State of Ohio.
- (13) This Assurance is entered into by Supplier of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (14) This Assurance does not constitute an approval by the Attorney General of any of Supplier's business practices, and Supplier shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of its business practices.
- (15) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supersedes any and all prior agreements or understandings, whether written

or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.

- (16) The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (17) Supplier shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office concerning Supplier's conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.
- (18) This Assurance is a public record and shall be maintained in the Public Inspection File.
- (19) By accepting this written Assurance of Voluntary Compliance, the Attorney General agrees to terminate his current investigation into the Suppliers' business practices occurring prior to the date of this Assurance, relative to Supplier's installation, service and maintenance practices.
  - (a) By giving this written Assurance, Supplier agrees that it shall not violate the CSPA, RC 1345.01, *et seq.* by failing to provide consumers with a written itemized list of repairs performed or services rendered, including a list of parts or materials and a statement of whether they are used, remanufactured, or rebuilt, if

not new, and the cost thereof to the consumer, the amount charged for labor, and the identity of the individual performing the repair or service.

(20) This Assurance shall in no way exempt Supplier from any other obligation imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices they have engaged in other than those specifically addressed by this Assurance.

(21) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Supplier(s) under any legal authority granted to the Ohio Attorney General:

- (a) With respect to the transactions which are the subject of this enforcement action if the terms of the Assurance are not fully obeyed; or,
- (b) With respect to transactions or occurrences which are not the subject of this assurance.

(22) Supplier represents by executing this Assurance that they, by way of a designated representative, have carefully read this Assurance and agrees to the terms and conditions as set forth herein.

#### **PAYMENT TO THE STATE AND RESTITUTION**

(23) As consideration for the termination of the Attorney General's investigation of Supplier for violations of the CSPA, R.C. 1345.01 et seq., Supplier shall make payment of Eleven Thousand Six Hundred Thirty-one Dollars and thirty cents (\$11,631.30) by certified check or money order, payable to "Ohio Attorney General" as restitution to the consumers listed in Addendum A. This check shall be made and delivered to Ohio

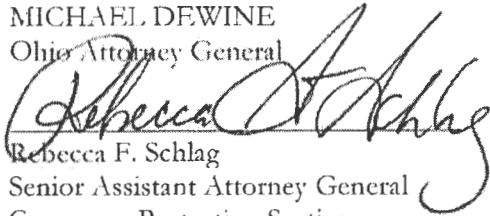
Attorney General Michael DeWine, RE: Docket No. 487620, 615 W. Superior Ave., 11<sup>th</sup> floor, Cleveland, OH 44113, contemporaneously with the execution of this Assurance.

- (24) In addition to the monetary restitution pursuant to Addendum A, Supplier will also provide to the Office of the Ohio Attorney General a receipt for Consumer Harver indicating the payment of the \$55.42 service call made to Harver's home.
- (25) As further consideration for the termination of the Attorney General's investigation of Supplier for violations of the CSPA, R.C. 1345.01 et seq., Supplier shall make a payment of Ten Thousand Dollars (\$10,000.00) to the State of Ohio, which shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided by R.C. 1345.51. *This payment of Ten Thousand Dollars (\$10,000.00) to the Attorney General's Consumer Protection Enforcement Fund shall be suspended so long as Supplier makes full and timely restitution and is otherwise in compliance with all terms contained within this Assurance of Voluntary Compliance.*
- (26) Pursuant to RC 1345.06(F)(2) a violation of this Assurance by Supplier shall be a prima-facie violation of the CSPA, and may result in the institution of a civil enforcement action and may result in the levying of a civil penalty of up to Twenty-five Thousand Dollars (\$25,000.00) against Supplier.

**WHEREAS**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

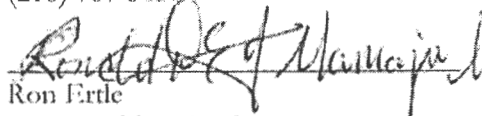
APPROVED BY:

MICHAEL DEWINE  
Ohio Attorney General

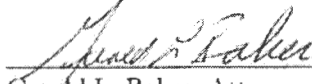
  
Rebecca F. Schlag  
Senior Assistant Attorney General

Consumer Protection Section  
615 W. Superior Ave., 11<sup>th</sup> floor  
Cleveland, OH 44113  
Rebecca.Schlag@OhioAttorneyGeneral.gov  
(216) 787-3030

Date: 3/26/2015

  
Ron Ertle  
Hey Neighbor, LLC  
The Original Ron the Furnace Man, Inc.  
1089 West Main Street  
Louisville, OH 44641

Date: March 19th 2015

  
Gerald L. Baker, Attorney for Supplier  
3711 Whipple Ave., N.W.  
Canton, OH 44718-2933  
Jbaker3094@aol.com  
(330) 492-1001

Date: March 23, 2015



**ADDENDUM A**  
**ASSURANCE OF VOLUNTARY COMPLIANCE**

**STATE OF OHIO**  
**OFFICE OF THE ATTORNEY GENERAL**  
**CONSUMER PROTECTION SECTION**

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| STATE OF OHIO                             | ) |                 |
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| <u>IN THE MATTER OF:</u>                  | ) | DOCKET # 487620 |
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Supplier will make restitution payments to the Office of the Attorney General, who shall make appropriate distributions to the following Consumers:

- a.* Consumer Amato will be refunded \$283.78;
- b.* Consumer Harvet will be refunded \$306.41 and be provided with a receipt for the \$55.42 service call;
- c.* Consumer Burgess will be refunded \$200.00;
- d.* Consumer Stoyer will be refunded \$462.14;
- e.* Consumer Sewell will be refunded \$378.97;
- f.* Consumer Folk will be refunded \$2,000.00;
- g.* Consumer Whytsell will be refunded \$8,000.00.

Total restitution amount to be paid: \$11, 631.30.

Payment(s) shall be made and delivered to:

Ohio Attorney General Michael DeWine  
RE: Docket No. 487620  
615 W. Superior Ave., 11<sup>th</sup> floor  
Cleveland, OH 44113