

DANIEL M. HORRIGAN
IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO
2015 JUL 27 PM 3: 09

STATE OF OHIO, ex rel
MICHAEL DEWINE, CLERK OF COURTS

Plaintiff,

-vs-

DEAN JONES, dba PREMIER
CONTRACTOR SERVICES
Defendant

CASE NO. CV-2015-01-0167

JUDGE: THOMAS PARKER

FINAL JUDGMENT ENTRY
AND ORDER OF THE COURT

Plaintiff, the State of Ohio commenced this action by filing its Complaint and Request for Injunctive and Declaratory Relief, Consumer Restitution and Civil Penalties against Dean Jones, dba Premier Contractor Services on January 13, 2015. The Complaint alleged violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq. and its Substantive Rules, OAC 109:4-3-01 et seq. and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq. Defendants were properly served in accordance with the Rules of Civil Procedure. On April 28, 2015 the Plaintiff filed a Motion for Default Judgment and Request to submit affidavits in lieu of live testimony. On May 27, 2015 this Court rendered Default Judgment Entry in favor of Plaintiff and Ordered that Plaintiff submit evidence of consumer damages by way of affidavit on or before July 7, 2015. On June 10, 2015 Plaintiff filed affidavits of three Ohio Consumers on the issue of damages in this matter.

The Court finds the evidence submitted to be well-taken and as such, the Court re-states below the Findings of Facts and Conclusions of Law originally included in the Court's Default

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ATTORNEY GENERAL OF OHIO

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JUL 30 2015

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Judgment Order of May 27, 2015 and includes herein an order specifying the consumer damages and civil penalties Defendants must pay.

FINDING OF FACTS

The Court finds the following facts:

1. Defendant is an individual doing business in Ohio as Premier Contractor Services.
2. Premier Contractor Services is the name of a business entity not registered to do business with the Ohio Secretary of State.
3. Defendant, at all times pertinent hereto, directed and controlled all business activities of Premier Contractor Services, including the solicitation of home improvement repair and remodel work.
4. Defendant solicited consumers and accepted payments for home remodel and repair work within Ohio, including Summit County.
5. After accepting money from consumers, Defendant failed to provide and complete the contracted work or provide timely refunds to the consumers.
6. In some cases, Defendant receive payment by way of insurance claims filed on behalf of the consumers, taking the claim checks as the initial payment for the home improvement project which Defendant then failed to complete and failed to refund the money.
7. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.

8. Defendant's failure to perform the contracted home improvement services in an appropriate manner has resulted in harm to consumers and in some cases required consumers to incur additional expenses to have Defendant's contracted work completed.
9. Defendant accepted payments from consumers for home improvement contracts without providing the consumers a dated written receipt describing the services to be performed, the price and amount of the deposit and whether the deposit was refundable and under what conditions.
10. Defendant failed to give proper notice to consumers of their right to cancel their contract by a specific date and failed to give consumers a cancellation form.

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 Defendant's business transactions with residents of Ohio.
2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Summit County, Ohio, is a county in which Defendant conducted activity which 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 Defendant engaged in the business of effecting "consumer transactions" which were primarily

personal, family or household by soliciting and performing the service of home improvement repair and remodel work for individuals within Summit and other counties in the State of Ohio, within the meaning specified in R.C. 1345.01(A) and (D).

5. Defendant is a “seller” engaged in the business of selling home improvement services to “buyers” at their personal residences for purposes which 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 and the Consumer Sales Practices Act (“CSPA”), R.C. 1345.02 by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making delivery of the goods or services as 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 by violating 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.

8. These acts and practices described above have previously been determined by Ohio courts to violate CSPA. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).
9. Consumer damages incurred as a result of Defendant's violations total Thirty-four Thousand, Six Hundred Dollars and no cents (\$34,600.00) as attested to by the affidavits filed with the Court June 10, 2015.

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

1. Plaintiff's request for a Default 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, "Premier Contractor Services" or any other name, 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 home improvement repair or remodel business and from soliciting or engaging in home improvement repair or remodel consumer transactions in the State of Ohio as a Supplier until the final ordered resolution of this matter is satisfied in its entirety.

4. It is **DECLARED** that the acts and practices committed by Defendant, as set forth above, violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, OAC 109:4-3-01 et seq., and the HSSA, R.C. 1345.23(B).
5. Defendant Dean Jones dba Premier Contractor Services is **ORDERED** to pay consumer damages in the total amount of Thirty-four Thousand, Six Hundred Dollars and no cents (\$34,600.00). Such payment shall be made to the Attorney General via certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad St., 14th fl.
Columbus, OH 43215

The consumer damages will be distributed by the Attorney General to the consumers in the amounts set forth below:

Linda Blackwood	Euclid, OH	\$ 1,200.00
Christine Lesso-Miller	Madison, OH	\$13,400.00
Vanessa Lewis	Akron, OH	\$20,000.00

6. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, Defendant is **ORDERED** to pay a civil penalty of Twenty-Five Thousand Dollars and no cents (\$25,000.00) pursuant to R.C. 1345.07(D) and in accordance with R.C. 1345.07(G). Such payment shall be made to the Attorney General via certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad St., 14th fl.
Columbus, OH 43215

7. Defendant is **ORDERED** to pay all court costs associated with this matter.
8. Defendant is **ENJOINED** from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.

THIS IS A FINAL APPEALABLE ORDER. NO JUST CAUSE FOR DELAY.

IT IS SO ORDERED.



JUDGE THOMAS PARKER

Prepared by:

/s/ Rebecca F. Schlag

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