

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

| | | |
|------------------------------|---|------------------------------------|
| STATE OF OHIO, ex rel. |) | CASE NO. 14 CV 7064 |
| MICHAEL DEWINE |) | |
| ATTORNEY GENERAL OF OHIO |) | |
| |) | JUDGE SCHNEIDER |
| |) | |
| Plaintiff, |) | <u>CONSENT JUDGMENT AND</u> |
| |) | <u>AGREED ENTRY AND ORDER</u> |
| v. |) | <u>WITH DEFENDANTS</u> |
| |) | <u>QUALITY 1ST HOME</u> |
| QUALITY 1 ST HOME |) | <u>IMPROVEMENTS, LLC</u> |
| IMPROVEMENTS, LLC, et al. |) | <u>AND TONY LOGAN</u> |
| |) | |
| Defendants. |) | |

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Quality First Home Improvements, LLC and Tony Logan ("hereinafter Defendants") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm. Code ("O.A.C.") 109:4-3-01 et seq. Defendants filed answers to the complaint. Plaintiff's motion for summary judgment was granted by the Court on May 13, 2015. Plaintiff and Defendants Quality 1st Home Improvements, LLC ("Quality 1st") and Tony Logan ("Logan") have agreed to settle and resolve the remaining matters contained herein and all claims alleged against them. 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 entry of this Judgment pursuant to R.C. 1345.07(F), to the imposition of this Consent Judgment, and to the rights of Plaintiff to enforce this Consent Judgment.

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ATTORNEY GENERAL OF OHIO

AUG 31 2015

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINDINGS OF FACT

1. Defendant Quality 1st was a domestic limited liability company located at 5046 Demorest Dr., Grove City, OH 43123, Franklin County.
2. Defendant Logan is a natural person whose address is 5046 Demorest Dr., Grove City, OH 43123.
3. Defendant Logan was the sole owner and operated Defendant Quality 1st and dominated, controlled, and directed the business activities and sales conduct of Defendant Quality 1st, and exercised the authority to establish, implement or alter the policies of Defendant Quality 1st, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
4. Defendants were, at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement and repair services to consumers in the Franklin and other Ohio counties.
5. Defendants solicited, offered, and sold home improvement and repair services by going to consumers' residences.
6. Defendants failed to inform and provide consumers with a notice of their three day right to cancel and a written form by which to cancel the transaction.
7. Defendants entered into transactions with consumers for a variety of home improvement and repair services, including basement remodeling.
8. Defendants routinely requested and accepted payments in advance of the delivery of the home improvement and repair services.
9. Defendants made false and misleading statements to consumers regarding their ability or willingness to complete home improvement and repair services, within specified

timeframes.

10. Defendants failed to deliver home improvement and repair services in a workmanlike manner.
11. Defendants made false and misleading representations as to the timeframes of completion of services.
12. Defendants accepted payments in advance from some consumers for home improvements and repair services and started the work but failed to return to complete the work for which the consumers paid.
13. After Defendants failed to provide the goods or services for which consumers contracted and paid in advance, consumers requested refunds from Defendants. After promising to do so, Defendants failed to provide the requested refunds, or complete the work, and failed to respond to consumer inquiries.

CONCLUSIONS OF LAW

1. The Attorney General is the proper party to commence these proceedings under the authority vested in him by the R.C. 1345.07 of the CSPA, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1) and (2), in that Defendants reside in and maintain a principal place of business in Franklin County, and pursuant to Ohio Civ. R. 3(B)(6), in that some of the transactions complained of herein, and out of which the claims for relief arose, occurred in Franklin County.
4. Defendants are “supplier[s]” as defined in R.C. 1345.01(C) as Defendants were, at all

times relevant hereto, engaged in the business of effecting consumer transactions, either directly or indirectly, by soliciting or selling goods or services to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

5. Defendants, as described below, engaged in “consumer transactions” by offering for sale, and selling home improvement and repair services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
6. The actions of the Defendants, hereinafter described, have occurred in the State of Ohio, Franklin County, and other counties in Ohio.
7. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for goods or services, failing to make full delivery of the promised services, and failing to provide a refund.
8. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(2)(5) by performing shoddy, substandard and unworkmanlike services in connection with consumer transactions and then failing to correct such work.
9. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Repairs and Services Rule, O.A.C. 109:4-3-05(A)(1), by failing to provide consumers with a written form indicating the anticipated completion date.
10. Defendants violated the Home Solicitation Sales Act, R.C. 1345.23 and R.C. 1345.02(A),

by failing to provide notice to consumers of their right to cancel their contract by a specific date and failing to provide a written form by which to cancel contract.

11. The acts and practices stated in ¶¶ 8 and 10 of the Conclusions of Law were 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.

ORDER

- A. The Court hereby DECLARES that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq. in the manner set forth herein and in the Complaint.
- B. Defendants, under these or any other names, along with their agents, partners, servants, representatives, salespersons, employees, successors and assigns and all persons acting in concert and participation with them directly or indirectly, through any corporate device, partnership or association, in connection with any consumer transaction, are hereby permanently enjoined from committing any unfair, deceptive or unconscionable act or practice which violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq. including, but not limited to, violations of the specific statutes and rules set forth in this Consent Judgment.
- C. Pursuant to R.C. 1345.07(D), Defendants jointly and severally shall pay a civil penalty in the amount of Thirty Thousand Dollars (\$30,000.00). Twenty-Five Thousand Dollars (\$25,000.00) of the civil penalty is suspended so long as Defendants are in compliance with all of the provisions of this entry. Payment of the remaining Five Thousand Dollar (\$5,000.00) unsuspended civil penalty shall be paid at the rate of Six Hundred Dollars (\$600.00) per month, beginning with the first month following the last payment made

pursuant to paragraph D of this entry. Payment shall be made to the Ohio Attorney General Compliance Officer, 30 E. Broad St., 14th Fl., Columbus, Ohio 43215.

- D. IT IS FURTHER ORDERED that Defendants jointly and severally shall pay restitution in the amount of Twenty-Six Thousand One Hundred and One Dollars and Sixty-Seven Cents (\$26,101.67). This amount includes restitution payments to consumers in the following amounts:

| | |
|----------------|-------------|
| Wanda Harrison | \$3,102.12 |
| Bright Thomas | \$5,124.09 |
| Jeremy Raynak | \$7,486.96 |
| Vincent Conner | \$10,388.25 |

Payment shall be made at the rate of Six Hundred Dollars (\$600.00) per month, with the first payment due on or about October 1, 2015 and thereafter each month on or about the first of the month until paid in full. Payment shall be made to the Ohio Attorney General Compliance Officer, 30 E. Broad St., 14th Fl., Columbus, Ohio 43215.

- E. IT IS FURTHER ORDERED that an injunction be issued prohibiting Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio if they are not in compliance with all of the provisions of this Order, including the financial provisions.
- F. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the business operations.
- G. IT IS FURTHER ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment,

Defendants jointly and severally shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.

H. Defendants jointly and severally shall pay all court costs associated with this action.

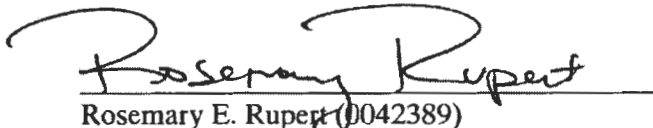
IT IS SO ORDERED.

DATE


JUDGE

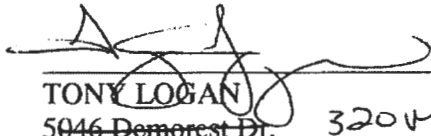
Agreed to by:

MICHAEL DEWINE
Attorney General



Rosemary E. Rupert (0042389)
Principal Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
(614) 466-8831 (phone)
(614) 466-8898 (fax)
Counsel for Plaintiff


QUALITY 1ST HOME IMPROVEMENTS LLC
By Tony Logan
~~5046 Demarest Dr.~~ 320 Mogul Drive
Grove City, Ohio ~~43123~~ Galloway, OH 43119



TONY LOGAN

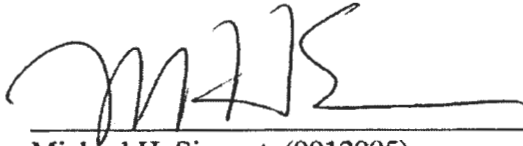
5046 Demorest Dr.

Grove City, Ohio 43123

Defendant

3201 Mogul Drive

Galloway, OH 43119



Michael H. Siewert (0012995)

307 E. Livingston Ave.

Columbus, Ohio 43215

(614) 224-6488

Attorney for the Defendants

Franklin County Court of Common Pleas

Date: 08-27-2015
Case Title: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-
QUALITY 1ST HOME IMPROVEMENTS LLC ET AL
Case Number: 14CV007064
Type: AGREED ORDER

It Is So Ordered.

The image shows a handwritten signature in black ink, which appears to be "C. Schneider", written over a circular official seal. The seal contains the text "FRANKLIN COUNTY COURT OF COMMON PLEAS" around the perimeter and "JULY 1800" at the bottom. The signature is fluid and cursive.

/s/ Judge Charles A. Schneider