

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY  
GENERAL MICHAEL DEWINE

Plaintiff,

v.

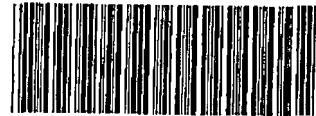
KODY SICKLES

Defendant.

Case No. A 1503178

Judge Metz

FOR COURT USE ONLY	
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ENTERED  
OCT 20 2015

**ENTRY AND ORDER ADOPTING MAGISTRATE'S DECISION**

This cause came to be heard upon Plaintiff State of Ohio's Motion for Default Judgment Against Defendant Kody Sickles ("Defendant") pursuant to Civ. R. 55(A).

A hearing on damages was held before Magistrate Bachman on September 24, 2015. Plaintiff's Counsel appeared before the Magistrate and presented evidence supporting the default judgment entry, as well as the amount of civil penalties and consumer damages Plaintiff was requesting that the Court assess. Neither the Defendant nor counsel on his behalf appeared.

On September 25, 2015 Magistrate Bachman issued a Magistrate's Decision which granted Plaintiff's motion for default judgment. Magistrate Bachman found that Plaintiff was entitled to \$6,008 in consumer restitution and \$15,000 in civil penalties, as well as court costs, and set forth the following findings of fact, conclusions of law, and orders which the Court hereby adopts.

**FINDING OF FACTS**

The Court finds the following facts:

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

1. Defendant Kody Sickles ("Sickles") is a natural person who resides at 1526 W. Main Street, Springfield, Ohio 45504.
2. Defendant was served with the Complaint and Summons on June 23, 2015 by certified mail and has not made an appearance or filed an Answer.
3. Defendant engaged in the business of advertising, soliciting, offering, and selling tree and lawn services to consumers using the fictitious name KJ's Tree Specialists.
4. Defendant solicited, offered, and sold the tree and lawn services by going to consumers' residences.
5. At the time of the transactions, Defendant failed to inform and provide consumers with a notice of their three day right to cancel.
6. Defendant accepted full payments from consumers for tree and lawn services but only partially completed the services for which he was paid.
7. Consumers paid to have trees cut down and removed from their yards.
8. In some instances, Defendant and his employees cut down the trees but failed to completely remove the tree stumps, limbs, and other debris as promised.
9. In at least three instances, Defendant caused residential damage while cutting and trimming trees.
10. Defendant conducted business in the State of Ohio using a fictitious business name that Defendant never registered with the Ohio Secretary of State.
11. All facts alleged above have occurred in the last two years prior to this lawsuit.

#### **CONCLUSIONS OF LAW**

1. The actions of Defendant are in violation of the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*

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)(1)-(3), because Defendant resided in, operated his business from, and engaged in the transactions complained of herein in Hamilton County.
4. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C), as Defendant was engaged in the business of effecting consumer transactions by soliciting and providing services to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendant engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A), as Defendant was, at all times relevant herein, engaged in personal solicitations at the residence of the buyer.
6. Defendant engaged in “consumer transactions” by offering for sale, selling or performing tree removal and home improvement for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
7. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A)(2), by accepting money from consumers for tree and lawn services and permitting eight weeks to elapse without delivering all the promised services or issuing a full refund.
8. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by performing tree and lawn services in an incomplete, shoddy, or unworkmanlike manner.

9. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by failing to register with the Ohio Secretary of State his use of a fictitious business name as required by R.C. 1329.01.
10. Defendant violated HSSA, 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.
11. Such acts or practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 *et seq.* The Defendant committed the violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **ORDER**

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

1. Plaintiff's request for a Declaratory Judgment is hereby granted as each act or practice of the Defendant violated the CSPA and HSSA as described in the Complaint and in this Order.
2. Defendant, 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 liable for consumer restitution in the amount of \$6,008, to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

First Name	Last Name	City	State	Zip	Amount
Gwen	Doppler	Cincinnati	OH	45230	\$2,611
Lisa	Gibson	Maineville	OH	45039	\$1,500

Steven	Kaser	Columbus	OH	43224	\$290
Ronald	Merkhofer	Cincinnati	OH	45239	\$350
Virginia	Philbin	Cincinnati	OH	45230	\$1,000
Brian	Talty	Cincinnati	OH	45244	\$257

4. Defendant shall pay a civil penalty of \$15,000.00, pursuant to R.C. 1345.07(D).
5. Defendant is enjoined from engaging in any consumer transaction as a Supplier in the tree removal and lawn care business in the State of Ohio until he has satisfied all monetary obligations hereunder.
6. Defendant shall pay all court costs associated with this matter.

IT IS SO ORDERED.

ENTERED

JEROME J. METZ, JR., JUDGE

COURT OF COMMON PLEAS  
ENTER

JEROME J. METZ, JR., JUDGE  
THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE TAXED  
AS COSTS HEREIN.

**MAGISTRATE**

**OCT 13 2015**

**HAS SEEN**