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COMMON PLEAS COURT
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IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE

Plaintiff,

vs.

JOHN L. CHAPMAN
d/b/a Home Investment Time, et al

Defendants.

) Case No. CI0201504517

) Judge Stacy L. Cook

) **JUDGMENT ENTRY**

This cause came to be heard upon the Plaintiff's Motion for Default Judgment against John L. Chapman and Trena White, both doing business as Home Investment Time, Inc., pursuant to Civ. R. 55(A). Plaintiff commenced this action with the filing of its Complaint on October 23, 2015 for violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq. After attempts to serve the defendants via certified and regular mail were unsuccessful, service was made by publication pursuant to Civ. R. 4.4(A) in *The Blade* newspaper. Service was complete on April 16, 2016, which was the last date of publication. More than twenty-eight (28) days after such service, Defendant Chapman and Defendant White have failed to answer or

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otherwise defend or appear in any manner during this action. Therefore, Plaintiff is entitled to a default judgment pursuant to Civ. R. 55(A) against each defendant.

The Court finds the Plaintiff's Motion for Default Judgment to be well taken and hereby GRANTS same. The Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The actions of Defendants, hereinafter described, occurred in Lucas County, Ohio and other counties in Ohio.

2. Home Investment Time, Inc. was an Ohio corporation with its principal place of business located 6725 West Central Avenue, Toledo, Ohio 43617. This location was not a fixed store location where Defendants sold goods and services but rather a UPS store where Defendants rented a mailbox. The company's Ohio Secretary of State filing was cancelled for nonpayment on March 18, 2014.

3. Defendant Chapman is a natural person whose last known personal address was 427 Dussell Drive, Maumee, Ohio 43537 but whose current address is unknown. Defendant Chapman is or was an owner and operator of Home Investment Time, Inc.

4. Defendant White is a natural person whose last known address was 1329 South Avenue, Toledo, Ohio 43609 but whose current address is unknown. Defendant White is or was an owner and operator of Home Investment Time, Inc.

5. Defendants have also done business under the names All Home Repairs, Any Home Repairs and Remodeling, Chapman Home Improvements, Chapman Home Renovations, Inc., Chapman Home Designs, Inc., Home Cosmetics Time, Inc., Home Investments, Home Investment Time, Inc., Home Investment World Inc., Home Investor Deals, Home Repairs on

Credit, Home Repair Time, Home Repair World, Home QI, Inc., Johnnie's Home Repair, Remodel 4 Less Inc., and US Design Flooring, Inc.

6. Defendants have been at all times relevant to this action engaged in the business of selling home improvement services in the State of Ohio, including in Lucas County.

7. Defendants did not have a business establishment at a fixed location where goods or services were regularly offered or exhibited for sale. Instead, Defendants sold home improvement services to consumers at their homes.

8. Defendants placed advertisements in Ohio newspapers and on Craigslist in order to solicit business. When consumers called the phone numbers listed in the advertisements, they spoke with someone who identified himself as Johnny Lee Chapman.

9. Defendant Chapman made arrangements with consumers on the phone to meet them at their homes to give them estimates for remodeling projects.

10. Defendants did not have a business establishment at a fixed location where goods or services involved in home improvement transactions were regularly offered or exhibited for sale.

11. On some occasions, Defendant Chapman would bring a subcontractor with him when he met with consumers at their homes. Other times, he would send the subcontractor to the consumers' homes in his stead.

12. Defendants required consumers to make upfront payments in order to begin the work.

13. Defendants maintained a checking account in Home Investment Time's name at Woodforest National Bank. This account was opened by Defendant White.

14. Consumers made checks payable to Home Investment Time, Inc. and these payments were endorsed by Defendants and deposited into the Woodforest bank account. Additionally,

Defendants told at least one consumer to deposit her payments directly into this account, which she did.

15. Defendants opened a debit card in the name of "Trena White Home Investment Time" and attached it to this checking account. This debit card was used to make personal purchases for Defendants.

16. Defendants made initial payments to the subcontractors so that they would begin the work but once they began, Defendants did not make any more payments to the subcontractors.

17. Consequently, in addition to having paid Defendants for services never delivered, some consumers were approached by the subcontractors for the outstanding payments that were owed to them by Defendants.

18. Some consumers paid Defendants for materials and services but were left with partially completed projects; others made payments but never received anything at all.

19. Defendants accepted payments from consumers and did not deliver the goods or services promised and did not give refunds.

20. Defendants accepted substantial payments from consumers but failed to either begin or complete the work for which they were paid.

21. Defendants performed home improvement services for consumers in a shoddy or unworkmanlike manner.

22. Defendants failed to include proper Notices of Cancellation with the written agreements or offers to purchase that were given to consumers.

23. On at least one occasion, Defendants began work on a consumer's home before the consumer's three-day right to cancel had expired.

CONCLUSIONS OF LAW

24. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04.

25. Venue is proper with this Court pursuant to Civ. R. 3(B)(1)-(3) in that Defendants resided in, had their principle place of business in, and some of the transactions complained of herein, and from which this action arose, occurred in Lucas County.

26. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), as Defendants were, at all times relevant to this action, engaged in the business of effecting consumer transactions by selling home improvement services to individuals in Ohio, including in Lucas County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

27. Defendants are “sellers” as that term is defined in R.C. 1345.21(C) as Defendants, at all relevant times to this action, engaged in home solicitations of sales at a place other than the sellers’ place of business.

28. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for home improvement services and materials and permitting eight weeks to elapse without delivering the promised goods or services or issuing full refunds.

29. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by performing home improvement services in an incomplete, shoddy, or unworkmanlike manner.

30. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), as set forth in R.C. 1345.28, by failing to include a proper Notice of Cancellation with the written agreement or offer to purchase.

ORDER

In its Motion, Plaintiff requested that consumer damages be awarded and that civil penalties be assessed against Defendants. After being duly advised on the matter, the Court finds Plaintiff's requests to be well-taken and hereby GRANTS same. Therefore, it is hereby ORDERED, ADJUDGED, and DECREED that:

31. The Plaintiff's request for a Declaratory Judgment that the types of acts and practices set forth above in the Conclusions of Law and Findings of Fact violate the CSPA, the O.A.C., and the HSSA is hereby GRANTED.

32. Defendants Chapman and White, doing business as Home Investment Time, Inc. or any other names, their officers, partners, agents, servants, representatives, salespersons, employees, successors or 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 transactions is PERMANENTLY ENJOINED from engaging in any unfair or deceptive acts or practices that violate the CSPA, R.C. 1345.01 et seq., and the HSSA, R.C. 1345.21, et seq., including, without limitation, the conduct described in the Conclusions of Law paragraphs 28 – 30.

33. Pursuant to R.C. 1345.07(B), Defendants Chapman and White are ordered, jointly and severally, to pay consumer damages in the total amount of Twenty-Four Thousand, Five Hundred, Sixty-Five Dollars and Nineteen Cents (\$24,565.19). Such payment shall be made to the Attorney General via a certified check or money order payable to the "Ohio Attorney General," and delivered to:

Compliance Officer
Consumer Protection Services
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

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

- | | |
|--------------------------------|--------------------------------|
| 1. Gloria Jackson - \$1,435.00 | 7. John Momenee - \$2,100.00 |
| 2. John Green - \$1,462.25 | 8. James Jaworski - \$950.00 |
| 3. Helen Montalto - \$1,646.64 | 9. Richard Molnar - \$350.00 |
| 4. Larry Williams - \$1,695.00 | 10. Harald Lothard - \$350.00 |
| 5. Andrew Frazier - \$1,950.00 | 11. Norma Holguin - \$9,176.30 |
| 6. Jeffrey Larsen - \$3,450.00 | |

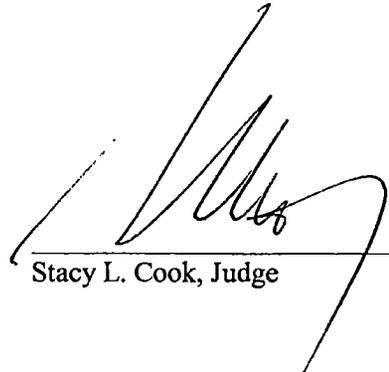
34. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA and the HSSA, Defendants Chapman and White are ordered, jointly and severally, to pay civil penalties in the amount of Fifty Thousand Dollars (\$50,000.00), pursuant to R.C. 1345.07(D). Such payment shall be made to the Attorney General via a certified check or money order payable to the "Ohio Attorney General," and delivered to:

Compliance Officer
Consumer Protection Services
Office of the Ohio Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

35. Defendants Chapman and White are ordered, jointly and severally, to pay all court costs.

36. Defendants Chapman and White are 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.

Date



Stacy L. Cook, Judge