

IN

07:58 am, Jun 20, 2016

ANNETTE SHAW

CLERK OF COURTS

ASHLAND COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
ASHLAND COUNTY, OHIO

STATE OF OHIO, ex rel.
MICHAEL DEWINE,

Plaintiff,

-VS-

GLOBAL HOMES SOLUTIONS, LLC, et al.,

Defendants

) CASE NO. 16-CIV-057

) JUDGE R. FORSTHOEFEL

) CONSENT JUDGMENT AND
) FINAL AGREED ENTRY
) AND ORDER

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the Attorney General of Ohio, on March 25, 2016 charging Defendants Global Homes Solutions, LLC and Jeffrey Workman (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 an answer to the Complaint. Plaintiff and Defendants have discussed the issues set forth in the Complaint and have agreed to settle and resolve all remaining matters contained herein and all claims alleged against Defendants. By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), Defendants hereby submit to the personal jurisdiction of the Court, consent to the entry of this Consent Judgment pursuant to R.C. 1345.07 and to the imposition of this Consent Judgment and the rights of Plaintiff to enforce same. Any service of process issues or other defects are hereby waived.

FINDINGS OF FACT

I. Defendant Global Home Solutions, LLC is a limited liability company registered with the

RECEIVED
1 ATTORNEY GENERAL OF OHIO

JUN 20 2016

JM#228

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

- Ohio Secretary of State and reflecting the Agent/Registrant Information to be A. Workman Home Improvement, LLC, 1333 Township Road 608, Nova, OH 44859. The Agent/Incorporator of A. Workman Home Improvement, LLC is Jeffrey Workman
2. Defendant Jeffrey Workman, individually and as Agent/Incorporator of A. Workman Home Improvement, LLC is a natural person whose last known mailing address is 1333 Township Road 608, Nova, OH 44859.
 3. Defendant Jeffrey Workman directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of Global Home Solutions, LLC and A. Workman Home Improvement, LLC.
 4. At all times relevant to this action, Defendants solicited consumers for home improvement goods and services in Ashland County, Ohio as well as other counties within the State of Ohio.
 5. Defendants solicited and sold these home improvement goods and services at the residences of Ohio consumers.
 6. Defendants accepted payments for home improvement contracts, failed to fully perform the contracted services, and failed to refund the payments made by those consumers.
 7. After receiving payment, Defendants would sometimes commence the home improvement project, but then fail to complete the contracted work.
 8. Defendants provided consumers with a document which reflected that the document was an estimate, when in reality the document served as the contract by which Defendants commenced with the home improvement services.
 9. Defendants' failure to perform contracted home improvement services in a proper

manner resulted in harm to consumers and required consumers to incur additional expenses to have Defendants' contracted work completed and/or corrected.

CONCLUSIONS OF LAW

1. The Attorney General of Ohio is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07 of the CSPA.
2. This Court has subject matter jurisdiction over the subject matter of this action 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)-(3), in that Defendants reside in and maintain their principal place of business in Ashland County and some of the transactions complained of herein, and out of which this action arises, occurred within Ashland County, Ohio.
4. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting "consumer transactions" by providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendants 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. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by selling home improvement goods and services to consumers, receiving payments

for these contracted services, and then failing to deliver the contracted services or to refund the monies paid within a reasonable time.

7. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
8. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and the Deposit Rule, O.A.C. 109:4-3-07, by accepting payments from consumers for home improvement contracts without providing the consumers a dated written receipt describing the services to be performed, the price and the amount of the deposit and whether the deposit was refundable and under what conditions.
9. The acts and practices described above in ¶¶8-10 have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

In making the above Findings of Fact and Conclusions of Law, the Court hereby:

- A. **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. **ISSUES** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salespersons, employees, successors and assigns and all persons acting in concert or participation with Defendants,

directly or indirectly, 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. **IMPOSES** upon Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for violating the CSPA pursuant to R.C. 1345.07(D) - Twenty-four Thousand Dollars (\$24,000.00) of which is suspended so long as Defendants are in compliance with all of the provisions of this Consent Judgment. Defendants shall remit payment of the remaining One Thousand Dollars (\$1,000.00) unsuspended civil penalty on or before October 1, 2016, and shall be made payable to and delivered to:

Ohio Attorney General
Compliance Officer
30 E. Broad St., 14th fl.
Columbus, OH 43215

- D. **ORDERS** that Defendants jointly and severally pay restitution in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00). This amount includes restitution payments to consumers in the following amounts:

Charles Kopp	\$1,500.00
Norman Dahl	\$1,200.00

Restitution shall be paid in full on or before October 1, 2016, and payments may be made payable to and delivered to:

Ohio Attorney General
Compliance Officer
30 E. Broad St., 14th fl.
Columbus, OH 43215

- E. **IT IS FURTHER ORDERED** that if the Defendants fail to deliver any payment

due hereunder to Plaintiff in accordance with the payment schedule set forth herein, all remaining payments shall immediately become due and payable hereunder, including any suspended civil penalties.

- F. **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 full compliance with all of the provisions of this Consent Judgment, including the financial provisions.
- G. 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.
- H. The Court shall retain jurisdiction over this Consent Judgment and the Parties hereto for the purpose of enforcing and modifying this Consent Judgment and for the purpose of granting such additional relief as may be necessary and appropriate.
- I. **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.
- J. **IT IS HEREBY ORDERED** that this Consent Judgment does not preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of the Consent Judgment, under any authority granted to the Ohio Attorney

General. This Consent Judgment only resolves those issues relating to the allegations brought forth in the civil complaint filed in this matter.

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

IT IS SO ORDERED.


JUDGE

June 20, 2016

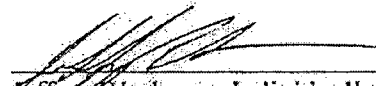
DATE

Agreed to and submitted by:

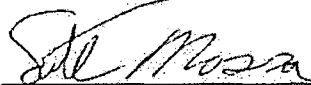
MICHAEL DeWINE
OHIO ATTORNEY GENERAL


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Rebecca.Schlag@OhioAttorneyGeneral.gov

Date: 6/14/2016


Jeffrey Workman, Individually and
On behalf of Global Homes Solutions, LLC
1333 Township Road 608
Nova, OH 44859
Defendants, pro se
419-685-3092
globalhomessolutionsoh@gmail.com

Date: 6-14-16


Witness
Print Name here: Scott Massa

Date: 6-14-2016