

IN THE COURT OF COMMON PLEAS

FRANKLIN COUNTY, OHIO

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STATE OF OHIO ex rel.  
OHIO ATTORNEY GENERAL  
MICHAEL DEWINE ,

Plaintiff,

v.

BILL DISTELHORST, individually  
and dba B&D CONTRACTING,

Defendant.

CASE NO. 17-CV-644

JUDGE COCROFT

ATTORNEY GENERAL OF OHIO

APR 21 2017

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**DEFAULT JUDGMENT**  
**ENTRY AND ORDER**

This cause came to be heard upon Plaintiff State of Ohio, ex rel. Attorney General Michael DeWine's Motion for Default Judgment against Defendant Bill Distelhorst, dba B&D Contracting. The Court finds the motion well taken and hereby **GRANTS** Plaintiff's Motion for Default Judgment. Based on Plaintiff's Complaint, Motion for Default Judgment, and Memorandum in Support of Damages and Civil Penalties, the Court hereby renders the following Default Judgment Entry and Order against the Defendant.

**FINDINGS OF FACT**

1. Defendant is a natural person residing at 5016 Stoneybrook Boulevard, Hilliard, Ohio 43026.
2. At all times relevant to this action, Defendant was the sole owner and operator of B&D Contracting, a business located at 5016 Stoneybrook Boulevard, Hilliard, Ohio 43026.
3. Defendant's business, B&D Contracting, is not registered with the Ohio Secretary of State.

4. Defendant accepted payment from consumers for the purchase of home improvement goods and services, such as basement finishing and driveway paving, and failed to deliver some of those goods and services within eight weeks.
5. On at least one occasion, Defendant began to provide the contracted services after receiving initial payment from the consumer, but failed to complete the work.
6. After accepting consumers' payments and failing to deliver the services, Defendant failed to refund consumers' payments or deposits.
7. At the time of the transactions, Defendant failed to provide consumers with proper notice of cancellation forms describing the consumers' right to cancel the transactions.

#### **CONCLUSIONS OF LAW**

8. Jurisdiction over the subject matter of this action lies with this Court pursuant to the Consumer Sales Practices Act ("CSPA"), R.C. 1345.04.
9. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1-3) in that Defendant resides in, has his principal place of business in, and some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.
10. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
11. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).

12. Defendant, was at all times relevant herein, engaged in “home solicitation sales” as that term is defined in the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21(A), as he engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
13. Defendant committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services, and then permitting eight-weeks to elapse without making shipment or delivery of the goods or services 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 goods or services of equal or greater value as a good faith substitute.
14. Defendant 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 substandard manner, and then failing to correct or complete such work.
15. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to register or report his use of a fictitious business name to the Ohio Secretary of State, as required under R.C. 1329.01.
16. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give a proper notice to consumers of their right to cancel their contract by a specific date.

### **ORDER**

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- A. Plaintiff's request for Declaratory Judgment is **GRANTED**, and it is therefore **DECLARED** that the acts and practices set forth above violate the CSPA and the HSSA in the manner described herein.
- B. Defendant, his agents, servants, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, are **PERMANENTLY ENJOINED** from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq. or the HSSA, R.C. 1345.21 et seq.
- C. Pursuant to R.C. 1345.07(B), Defendant is **ORDERED** to pay damages to the Ohio consumers identified in the affidavits provided to the Court who were injured by the Defendant's conduct set forth herein in the amount of \$27,853.55. Such payment shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

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

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

LAST	FIRST	CITY	STATE	ZIP	AMOUNT
Allmon	Dave	Grove City	OH	43123	\$175.00
Bar	Mark	Dublin	OH	43016	\$26,257.55
Widdows	Janet	Columbus	OH	43213	\$1,421.00

- D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is **ORDERED** to pay a civil penalty in the amount of \$25,000.00, pursuant to R.C. 1345.07(D). Such payment shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and sent within seven (7) days of this order to:

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

- E. Defendant is **ENJOINED** from engaging in business as a supplier in any consumer transactions in the State of Ohio, until such time as he has satisfied all monetary obligations associated with this matter.
- F. Defendant is **ORDERED** to pay all court costs.

**IT IS SO ORDERED.**

**Copies to all parties.**

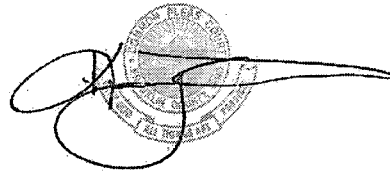
Submitted by:

/s/ Hallie Saferin  
HALLIE C. SAFERIN (0093467)  
Assistant Attorney General  
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Columbus, Ohio 43215  
614-466-9529  
Hallie.Saferin@ohioattorneygeneral.gov  
*Counsel for Plaintiff, State of Ohio*

Franklin County Court of Common Pleas

**Date:** 04-19-2017  
**Case Title:** OHIO STATE -VS- BILL DISTELHORST  
**Case Number:** 17CV000644  
**Type:** JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY COURT OF COMMON PLEAS" and "JUDICIAL BRANCH". The signature is a cursive-style name that appears to be "Kimberly Cocroft".

/s/ Judge Kimberly Cocroft