

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

FOR COURT USE ONLY	
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STATE OF OHIO ex rel. OHIO  
ATTORNEY GENERAL MICHAEL  
DEWINE

Plaintiff,

v.

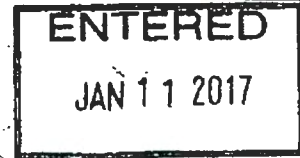
COLUMBIA EXTERIORS LLC, et al.

Defendants

Case No. A 1600180

Judge Heekin

FINAL JUDGMENT ENTRY AND  
ORDER



Plaintiff commenced this action with the filing of its Complaint on January 12, 2016. The Complaint alleged causes of action under the Consumer Sales Practices Act ("CSPA") and Home Solicitation Sales Act ("HSSA") against Defendants Columbia Exteriors LLC and Christopher Craft ("Defendants"). The Defendants were served via regular mail.

Defendants failed to respond within the twenty-eight days allotted under the rules. A Default Judgment and Damages hearing was held by Magistrate Bachman. Plaintiff's counsel appeared before the Court and consumer affidavits were admitted into evidence. The Defendants did not appear at the hearing. On December 13, 2016, the Magistrate issued a Magistrate's Decision granting Plaintiff's Motion for Default Judgment. No objections have been made to the Magistrate's Decision.

Based on the above, the Court affirms the Magistrate's Decision granting Plaintiff's Motion for Default Judgment and renders the following Final Judgment Entry and Order against the Defendants.

FINDING OF FACTS

The Court finds the following facts:

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ATTORNEY GENERAL OF OHIO



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CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

1. Defendant Columbia Exteriors LLC had a principal place of business at 4723 Red Bank Road, Cincinnati, Ohio 45227.
2. Defendant Christopher is an owner of Columbia Exteriors LLC, Columbia Exteriors and Columbia Kitchen and Bath.
3. Defendant Craft controlled and directed the business activities and sales conduct of Columbia Exteriors LLC, Columbia Exteriors, and Columbia Kitchen and Bath, causing, personally participating in, or ratifying the acts and practices of Columbia Exteriors LLC, Columbia Exteriors and Columbia Kitchen and Bath as described in the Complaint.
4. Defendants solicited consumers and accepted payments for home improvement goods and services within multiple counties in Ohio, including Hamilton County.
5. Defendants initiated contact with consumers by making phone calls to the consumers.
6. Defendants solicited and sold home improvement goods and services at the residences of buyers.
7. Defendants did not notify consumers of their cancellation rights.
8. Defendants did not provide consumers with a notice of cancellation.
9. Consumers attempted to cancel their contracts with the Defendants.
10. The Defendants refused to honor consumers' cancellation requests.
11. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
12. Defendants performed substandard, shoddy, and incomplete work and have failed to fix or complete the substandard, shoddy, and incomplete work.
13. Defendants offered a lifetime warranty on both parts and workmanship.

14. Defendants failed to honor their warranty after consumers complained to them.
15. Defendants' failure to perform contracted services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendants' work corrected and/or to complete the work Defendants were supposed to do.
16. Defendants continued to accept money from consumers while knowing, or having reasonable belief, that the Defendants did not possess the ability or means to provide the products and services that consumers had purchased.

### **CONCLUSIONS OF LAW**

1. The actions of Defendants are in violation of the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*, and the Home Solicitation Sales Act, R.C. 1345.21 *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 Defendants resided in, operated their business from, and engaged in the transactions complained of herein in Hamilton County.
4. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), as they were engaged in the business of effecting consumer transactions by soliciting and providing goods to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendants were at all relevant times "sellers" engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to "buyers" at the buyers'

personal residences in the State of Ohio, Hamilton County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

6. Defendants engaged in “consumer transactions” by offering for sale and selling motor vehicles for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
7. Defendants committed unfair and deceptive acts and 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 or 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 similar goods or services of equal or greater value as a good faith substitute.
8. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard, shoddy, and incomplete work and then failing to correct such work.
9. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(B)(10) of the CSPA, by falsely representing that a consumer transaction involved a warranty.
10. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23, by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.

11. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23(D)(4), by refusing to honor a valid notice of cancellation by a buyer.
12. 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 Defendants 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:

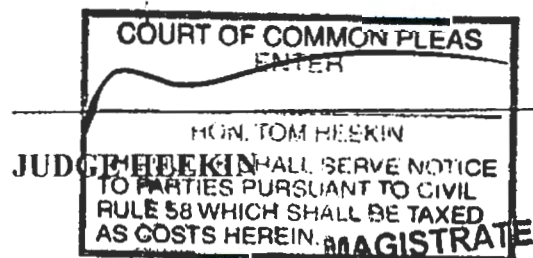
1. Plaintiff's request for a Declaratory Judgment is hereby granted as each act or practice of the Defendants violated the CSPA as described in the Complaint and in this Order.
2. Defendants, and all persons acting on behalf of them, directly or indirectly, through any corporate or private device, partnership or association, are permanently enjoined from further violating the CSPA.
3. Defendants are liable for consumer restitution in the amount of \$170,292, to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

<b>Last Name</b>	<b>First Name</b>	<b>City</b>	<b>State</b>	<b>Amount</b>
Ashley	Marilyn	West Chester	OH	\$3,294.00
Barringer	Dave	Milford	OH	\$10,626.00
Berry	Delia	Cincinnati	OH	\$4,500.00
Birkle	Charles	Cincinnati	OH	\$43,121.00
Calhoun	James	Cincinnati	OH	\$4,947.33
Carney	Virginia	Latonia	KY	\$3,060.00

Caudill	Valerie	Cincinnati	OH	\$4,042.65
Delugo	Suzanne	Loveland	OH	\$2,265.00
Gardner	Virginia	Cincinnati	OH	\$5,156.00
Lane	Toni	Mason	OH	\$1,000.00
McConnell	Jackie	Cincinnati	OH	\$1,220.00
Pullen	Mary Jo	Fort Thomas	KY	\$4,522.00
Robinson	Rosemary	Florence	KY	\$2,000.00
Saleba	Paul	Englewood	KY	\$70,358.00
Thomas	Juanita	Cincinnati	OH	\$350.00
Werner	Laurena	Fairfield	OH	\$9,830.00

4. Defendants shall pay a civil penalty of \$100,000, pursuant to R.C. 1345.07(D).
5. Defendants are enjoined from engaging in any consumer transaction as a Supplier in the home improvement business in the State of Ohio until they have satisfied all monetary obligations hereunder.
6. Defendants shall pay all court costs associated with this matter (currently \$400.55).

IT IS SO ORDERED.



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