

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

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

Plaintiff,

v.

MIDWEST CONSTURCTION,  
SERVICES AND ROOFING, LLC et al.

Defendants.

CASE NO. 2017 CV 002237

JUDGE FRENCH

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

JAN 02 2018

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**CONSENT JUDGMENT AND FINAL AGREED ORDER AND ENTRY**

This matter came to be heard upon the filing of a complaint by Plaintiff, State of Ohio ex rel. Attorney General Michael DeWine ("Plaintiff"), charging Defendants Midwest Construction Services and Roofing, LLC, Jason Hauser, and William Williams (collectively "Defendants") with violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.23. Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), the Defendants submit to the personal jurisdiction of this Court and consent to the entry of this judgment. For purposes of settlement only, Defendants consent to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

**FINDINGS OF FACT**

1. Defendant Midwest Construction Services and Roofing, LLC ("Midwest Construction") is a business entity registered with the State of Ohio with a principal place of business at 200 East Campus View Blvd, Columbus, Ohio, 43235.

2. Defendant Jason Hauser (“Hauser”) is an adult Ohio resident who was and is an owner, employee, officer, or director of Midwest Construction.
3. Defendant William Williams (“Williams”) is an adult Ohio resident who is and was an officer, employee, or director of Midwest Construction.
4. Defendant Williams is subject to two prior injunctions by the Franklin County Court of Common Pleas, Case Nos. 86CV-10-6776 and 02CVH02-2119, enjoining him from committing any violations of the CSPA.
5. Midwest Construction has ceased operation and is no longer in business.
6. Defendant Midwest Construction provided home improvement services, such as kitchen remodeling, bathroom remodeling, floor installation, and roofing repair to individuals.
7. Defendant Hauser is the primary owner of Defendant Midwest Construction. Defendant Williams also made many key decisions for the business, including contracting with subcontractors, contracting with consumers, and supervising the work performed.
8. Defendants contracted with consumers to provide home improvement services to the consumers.
9. Defendants solicited consumers at the residences of consumers, including solicitations in response to or following invitations from consumers.
10. Defendants took deposits from consumers after the consumers signed contracts.
11. In some instances, Defendants did not perform any of the work contracted for. Defendants did not return the consumers’ deposit or payments when requested to do so.
12. In some instances, Defendants performed some of the work contracted for, but then ceased work without completing all the work agreed to in the contracts. Defendants did not return the consumers’ deposits or payments when requested to do so.

13. Defendants' contracts gave consumers a three business day right to cancel their contracts and receive a full refund. In some instances, Defendants have not honored this right to cancel and do not return consumers' deposits when the consumers cancel.
14. In some instances, Defendants performed the work, but the work was performed in a shoddy or substandard manner. Defendants did not return the consumers' deposits or payments when requested to do so.

### **CONCLUSIONS OF LAW**

1. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07 and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. Venue is proper for this Court pursuant to Civ. R. 3(B)(2) in that Defendants' primary place of business is in Franklin County.
4. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), since Defendants engaged in the business of effecting or soliciting consumer transactions, by offering for sale and providing home improvement services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
5. Defendants are "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 for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

6. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for good and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered or making a full refund.
7. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and failing to correct such work. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
8. Defendants committed unfair, deceptive, and unconscionable acts and practices in violation of R.C. 1345.02(A) and R.C. 1345.03(A), in connection with their providing of consumer transactions, by extending consumers a three day right to cancel, and then not refunding consumers when they exercised the right to cancel. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
9. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give the required proper notice to consumers of their right to cancel their contracts by a certain date. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**ORDER**

For the purposes of affecting this CONSENT JUDGMENT AND AGREED ETNRY AND ORDER, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff's request for a Declaratory Judgment that the acts set forth above in paragraphs 6 through 9 of the Conclusions of Law violate the CSPA, R.C. 1345.01 et seq., is hereby GRANTED.
2. Defendants Midwest Construction Services, LLC and Jason Hauser, doing business under these or any other names, their officers, agents, servants, representatives, salesperson, 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 transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive or unconscionable acts or practices that violate the CSPA, 1345.01 et seq.
3. Defendant William Williams is PERMANENTLY ENJOINED, individually or in concert with other persons, directly or indirectly, from engaging in consumer transactions as a supplier in the State of Ohio.
4. Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams agree to release all consumers listed in Attachment A from any further payment or obligation arising from the consumer's contract with Midwest Construction Services, LLC, including the return of any supplies or materials, and are PERMANENTLY ENJOINED from seeking to enforce any such contractual payment or obligation, including the return of any supplies or materials.
5. Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams are jointly and severally ORDERED to pay consumer restitution in the amount of One

Hundred Fifty-Two Thousand Six Hundred Fifty Dollars (\$152,650), to be paid to and distributed by the Ohio Attorney General's Office to the consumers listed in Attachment A.

6. Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams are jointly and severally ORDERED to pay a civil penalty in the amount of Fifty Thousand Dollars (\$50,000), pursuant to R.C. 1345.07(D).
7. Defendant William Williams is additionally ORDERED to individually pay a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000), pursuant to R.C. 1345.07(D).
8. The payments ordered under ¶¶5, 6, and 7 shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General" and delivered to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

The payments shall be made via a payment schedule as follows: Defendants shall make a payment of Nineteen Thousand One Hundred Sixty Dollars and Fifty Cents (\$19,160.50) ninety (90) days after the date of this Consent Judgment, and an additional payment of Nineteen Thousand One Hundred Sixty Dollars and Fifty Cents (\$19,160.50) one hundred and eighty (180) days after the date of this Consent Judgment. In addition, starting 30 days after the date of this consent judgment, Defendants shall pay One Thousand Nine Hundred and Thirty-Five Dollars and Twelve Cents (\$1,935.12) every month for seventy-two (72) months. Payment shall be allocated to consumer restitution

before civil penalties. If all payments are timely made, the Fifty Thousand Dollar (\$50,000) civil penalty ordered in Paragraph 6 shall be suspended.

9. It is further ORDERED that if the Defendants fail to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder.
10. It is further ORDERED that if any Defendant files for bankruptcy protection under Chapter 7 of the United States Bankruptcy Code prior to the payment of all scheduled payments required by Paragraph 7, and if the Defendant filing for bankruptcy protection files with the bankruptcy court a written waiver of discharge, pursuant to 11 U.S.C. 727(a)(10), of the consumer restitution and civil penalties awarded in Paragraphs 5, 6, and 7, a failure by Defendants to deliver a payment pursuant to Paragraph 8 during the automatic stay issued by the bankruptcy court shall not constitute failure to make a timely payment pursuant to Paragraphs 8 or 9.
11. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation created by the acceleration provision in Paragraph 9 of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
12. Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
13. By its execution of this Order, the Ohio Attorney General releases Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams from all claims and

causes of action related to the allegations contained in the Complaint and this Consent Judgment that occurred prior to the date of this Consent Judgment, so long as the Defendants abide by all terms of the Consent Judgment.

14. It is further ORDERED that Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams' failure to comply with the terms of this Consent Judgment shall constitute a violation of an injunction of this Court, and Plaintiff may seek a civil penalty pursuant to R.C. 1345.07(A)(2) for such a violation.
15. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendants to abide by this Consent Judgment, Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams 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.
16. Defendants Midwest Construction Services, LLC, Jason Hauser, and William Williams shall pay all court costs.

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**Date**

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**Judge Jenifer French**

**Approved By:**

/s/ Jeffrey R. Loeser

Jeffrey R. Loeser (0082144)

Assistant Attorney General

Consumer Protection Section

30 East Broad Street – 14<sup>th</sup> Floor

Columbus, Ohio 43215

614-644-9618

877-650-4712 (fax)

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*Counsel for Plaintiff*

*State of Ohio ex rel.*

*Attorney General Michael DeWine*

/s/ Jeffrey R. Loeser per written authorization by Michael Lawson

Michael Lawson (0092236)

Lawson Legal

464 E Main St. Ste H

Columbus, Ohio 43215

*Counsel for Defendants Midwest*

*Construction Services and Roofing, LLC,*

*Jason Hauser, and*

*William Williams*

/s/ Jeffrey R. Loeser per written authorization by Michael Lawson

Midwest Construction Services, LLC

*Defendant*

/s/ Jeffrey R. Loeser per written authorization by Michael Lawson

Jason Hauser

*Defendant*

/s/ Jeffrey R. Loeser per written authorization by Michael Lawson

William Williams

*Defendant*

(Original proposed order with signatures by parties and counsel is on file with Plaintiff's Counsel)

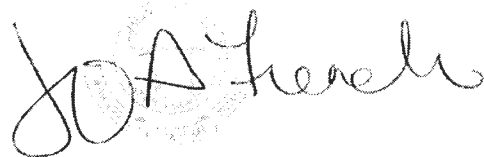
## EXHIBIT A

	Name	Amount Due
1	Bryant, Napoleon	5,000.00
2	Burson, Stephen	12,454.88
3	Cooper, Deborah	682.00
4	Daniel, Preston	4,150.00
5	Davis, John	5,000.00
6	Dillehay, Mark	4,900.00
7	Dulay, Edgardo	7,600.00
8	Ginther, Kim	6,334.00
9	Henry, David	0 (release of final payment obligation only)
10	Himes, Steven	9,770.00
11	Johnson, Linda	6,686.45
12	Kessler, John	11,950.00
13	Klobuchar, Margaret	8,800.00
14	Mayer, Joseph	1,466.00
15	Melcher, Paul	1,500.00
16	Messinger, Greg	27,610.54
17	O'Connor, Denise	5,000.00
18	Ripple, Amy	1,981.15
19	Stilhare, Sheridan	4,000.00
20	Summers, Jennifer	6,464.48
21	Thomas, Raniece	962.50
22	Vaithilingham, Kajan	3,808.00
23	Wiechers, Tim	4,000.00
24	Wilson, Janice	10,120.00
25	Woehrle, Norman	2,410.00
	<b>Total</b>	<b>152,650.00</b>

Franklin County Court of Common Pleas

**Date:** 12-29-2017  
**Case Title:** OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-  
MIDWEST CONSTRUCTION SERVICES & ROOFING ET AL  
**Case Number:** 17CV002237  
**Type:** CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Jenifer A. French", with a circular embossed seal partially visible behind the text.

/s/ Judge Jenifer A. French