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IN THE COURT OF COMMON PLEAS OF WOOD COUNTY, OHIO

State of Ohio ex rel. Michael DeWine
Ohio Attorney General

Plaintiff,

vs.

Dynasty Remodeling, LLC, et al.

Defendants.

) Case No. 2017 CV 0349

)

) Judge Matthew L. Reger

)

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) **FINAL JUDGMENT ENTRY**

) **AND ORDER AGAINST DEFENDANTS**

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This matter came to be heard upon the October 17, 2017 filing of Plaintiff's Motion for Default Judgment. On November 9, 2017 the Court issued an Order and Entry Granting Default Judgment Against Defendants Dynasty Remodeling, LLC and Ryan Wilcox ("Default Judgment Order"). The Default Judgment Order issued findings of facts and conclusions of law, granted Plaintiff's requests for declaratory and injunctive relief, ordered Defendants to pay civil penalties and consumer damages in amounts to be determined at a damages hearing, and granted Plaintiff's request to submit evidence of consumer damages via affidavits. A damages hearing was scheduled for December 19, 2017.

On December 12, 2017, Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief ("Damages Memo") along with the sworn affidavits of 19 consumers, all of whom suffered monetary damages due to the Defendants' unfair and deceptive acts and practices. The Damages Memo set forth the statutory basis for Plaintiff's request for the imposition of civil penalties.

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At the hearing, Plaintiff's counsel appeared before the Court; neither Defendant made an appearance. Plaintiff's counsel summarized the Plaintiff's Damages Memo and the evidence supporting the requested amounts of consumer damages and civil penalties.

The Court finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the 19 consumers who submitted affidavits sustained monetary damages totaling \$214,098.38¹ and that a civil penalty in the amount of \$100,000 is proper, appropriate, and permitted by R.C. 1345.07(D) and 4722.07(D). The Court completely restates below the findings of fact, conclusions of law, and orders that were originally included in the Court's Default Judgment Order and also issues new orders specifying the consumer damages and civil penalty amounts that Defendants must pay:

FINDINGS OF FACT

1. Defendant Dynasty is a limited liability company registered with the Ohio Secretary of State under Entity Number 2191572. Defendant Dynasty is or was, at all times relevant to this action, located at 1234 N. Main Street, Bowling Green, Ohio 43402.
2. Defendant Wilcox is a natural person whose last known personal address is 10085 Milton Road, Milton Center, Ohio 43402. Defendant Wilcox is the owner of Dynasty Remodeling, LLC and controls its daily operations.
3. Defendant Wilcox directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Dynasty Remodeling, LLC.

¹ Plaintiff's Damages Memo filed on December 12, 2017 requested consumer damages in the amount of \$214,122.38, which was based on the sum of the consumer damages reflected in Plaintiff's Exhibit 20. However, at the damages hearing Plaintiff noticed a clerical error in Exhibit 20 which changed the amount that Plaintiff was requesting for consumer damages. Specifically, Exhibit 20 inadvertently reflected consumer Jennifer Weih's damages as \$3,264.00, instead of the properly recorded amount of \$3,240.00, as stated in her affidavit, Exhibit 18.

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4. At all times relevant to this action, Defendants have been engaged in the business of selling consumer goods or services, specifically interior and exterior home improvement services, in the State of Ohio, including in Wood County.
5. Defendant Wilcox often had direct contact and communication with consumers regarding the contracts and services provided by Defendant Dynasty to consumers. Defendant Wilcox visited consumers' homes to discuss work being done and personally handled consumers' complaints against his company.
6. Defendant Wilcox is the sole decision-maker for the company regarding canceling consumers' contracts and whether or not to give refunds to consumers.
7. At all times relevant, Defendants have maintained the website www.dynastyremodeling.com.
8. Defendants required that consumers make a down payment of 50% of the total contract price in advance of any work being done.
9. Defendants required that consumers make a "start of work" payment totaling 30% of the total contract price on the first day that work begins.
10. Defendants collected the remaining 20% of the contract price upon completion.
11. Consumers' contract prices ranged from approximately \$1,200 to over \$42,000. At least two consumers have contracts with Defendants that exceed \$25,000 for home additions.
12. Defendants did not include on consumers' contracts the anticipated end date or time period for when the project would be completed.
13. Although Defendants' website stated that "Dynasty Remodeling LLC is a Fully Licensed, Bonded & Insured General Contractor, Home Improvement & Home Remodeler," Defendants did not give a copy of their certificate of insurance showing general liability coverage.

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14. Defendants routinely hired subcontractors to perform work on consumers' homes.
15. Defendants, or the subcontractors that they hired, performed services in a shoddy or unworkmanlike manner.
16. Some consumers paid Defendants for materials and services but were left with only partially completed projects.
17. Some of the incomplete projects that consumers were left with included: large ditches and/or holes in their yards; backyards torn up and rendered not usable; bathrooms torn apart that remain unfinished; basements that are incomplete; decks that are incomplete; decks that are peeling due to improper wood preparation; gutters paid for but not installed; and doors and roofs that were installed incorrectly.
18. While working on consumers' homes, Defendants caused damage to existing property.
19. Defendants made promises to consumers to complete projects but failed to do so.
20. Defendants accepted substantial payments from consumers and failed to deliver the goods or services in accordance with consumers' contracts.
21. Defendants have been unresponsive to consumer complaints.
22. Defendants have refused to give refunds to consumers.
23. Defendants sometimes did not pay the subcontractors for the work they performed. Consequently, in addition to having paid Defendants for services not completed, some consumers had liens placed on their properties by subcontractors who performed partial work on their homes. Other consumers felt pressured to pay these subcontractors in addition to the payments already made to Defendants, in order to keep the work continuing on their homes.
24. Some consumers obtained judgments against Defendants in Small Claims Court as a result of their transactions with Defendants arising out of previous consumer transactions. Defendants

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continued to operate and accept new business despite not having satisfied these judgments.

CONCLUSIONS OF LAW

25. The actions of Defendants described in the Complaint and in this Order have occurred in the State of Ohio, including in Wood County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., and the Home Construction Service Suppliers Act ("HCSSA"), R.C. 4722.01 et seq.
26. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
27. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 and 4722.07.
28. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(1) – (3), in that Defendants reside in, have their principal place of business in, and some of the transactions complained of herein and out of which this action arose occurred in Wood County.
29. Defendants are "suppliers" as defined in R.C. 1345.01(C) because Defendants have, at all times relevant hereto, been engaged in the business of effecting consumer transactions either directly or indirectly, by soliciting and selling home improvement goods and services to consumers in Ohio, including in Wood County, for purposes that are primarily for personal, family, or household use, within the meanings specified in R.C. 1345.01(A) and (D).
30. Defendants are "home construction service suppliers" as defined in R.C. 4722.01(D) as Defendants entered into "home construction service contracts" with "owners," as those terms are defined R.C. 4722.01(C) and 4722.01(E).

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31. Defendants committed unfair and 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 a full refund.
32. Defendants committed unfair and 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 and failing to correct the work.
33. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments and legal obligations owed to consumers arising out of previous consumer transactions.
34. Defendants violated the HCSSA, R.C. 4722.02(A)(5), by not including on consumers' contracts the anticipated date or time period the home construction service is to begin and the anticipated date or time period it is to be completed.
35. Defendants violated the HCSSA, R.C. 4722.02(A)(8), by not including with consumers' contracts a copy of the supplier's certificate of insurance showing general liability coverage in an amount of not less than two hundred fifty thousand dollars.
36. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(d), by failing to perform the home construction services in a workmanlike manner.
37. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(f), by failing to provide a full refund within a reasonable time period for any goods or services that Defendants have failed to deliver in accordance with the terms and conditions of the contract required by R.C. 4722.02 and for which the Defendants received payment.
38. Defendants violated the HCSSA, R.C. 4722.04, by taking as a down payment more than ten

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percent of the contract price before the Defendants' performance that is required by the contract begins.

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

39. The acts and practices committed by the Defendants, as set forth above, violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HCSSA, R.C. 4722.01 et seq.
40. Defendants Ryan Wilcox and Dynasty Remodeling, LLC, doing business under their own names or any other names, including their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are PERMANENTLY ENJOINED from engaging in the acts or practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HCSSA, R.C. 4722.01 et seq., including, but not limited to, violating the specific statutes and rules described in this order.
41. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay damages in the total amount of \$214,098.38. Such payment shall be made to the Attorney General via a certified check or money order made payable to the "Ohio Attorney General" and delivered 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 to the following 19 consumers in the amounts set forth below:

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42. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA and the HCSSA, Defendants are ORDERED, jointly and severally, pursuant to R.C. 1345.07(D) and R.C. 4722.07(D), to pay a civil penalty in the amount of \$100,000. Such payment shall be made to the Attorney General via a certified check or money order made payable to the "Ohio Attorney General" and delivered to:

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


43. Defendants are ORDERED, jointly and severally, to pay all court costs.

44. Defendants 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 in accordance with this Final Judgment Entry and Order.

Judgment for court costs
rendered to Wood County

IT IS SO ORDERED.

1/3/2018
DATE


JUDGE REGER

CLERK TO FURNISH TO ALL COUNSEL
OF RECORD AND UNREPRESENTED PARTIES
NOT IN DEFAULT FOR FAILURE TO APPEAR
WITH A COPY OF THIS ENTRY INCLUDING
THE DATE OF ENTRY ON THE JOURNAL

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Consumer LastName	Consumer FirstName	Consumer Address	Consumer City	Consumer State	Consumer Zip	RESTITUTION
Boehk	Scott	21885 Anderson Rd.	Bowling Green	OH	43402	\$6,450.00
Conrad	Kate	18606 Poe Rd.	Weston	OH	43569	\$30,600.00
Freeman	James	119 Curtis Ave	Bowling Green	OH	43402	\$4,125.00
Frye	Martha	728 Pine Valley Dr.	Bowling Green	OH	43402	\$3,860.67
Green	Henry	19788 Otsego Pike	Bowling Green	OH	43402	\$7,512.50
Herbert	Luke	1005 FORT DR	BOWLING GREEN	OH	43402	\$577.50
Klinepeter	Dennis	11171 South River Road	GRAND RAPIDS	OH	43522	\$9,386.50
Locke	Sarah	1451 AVEN DR	Columbus	OH	43227-3263	\$1,625.00
Lyons	Matthew	918 Fairview	Bowling Green	OH	43402	\$10,581.60
Nicolaou	Margarita	604 PINE VALLEY DR	BOWLING GREEN	OH	43402	\$1,550.00
Noblit	Margie	10073 SUGAR RIDGE RD	BOWLING GREEN	OH	43402	\$26,104.00
Oberhaus	Elizabeth	749 LUDWIG AVE	GIBSONBURG	OH	43431-1214	\$17,473.90
Philabaun	Michael	3050 Scioto Trace	Columbus	OH	43221	\$38,896.80
Russell	Dorene	Po Box 351	Neapolis	OH	43547	\$13,325.60
Schwamberger	Robin	228 Twinbrook Dr	PERRYSBURG	OH	43551	\$5,891.71
Stucker	Alan	804 Longford Dr	Bowling Green	OH	43402	\$8,363.10
Trumbull	Shane	330 Buttonwood ave	Bowling Green	OH	43402	\$21,027.00
Weih	Jennifer	3900 SMILEY RD	Hilliard	OH	43026	\$3,240.00
Zanfardino	John	244 S Summit St	Bowling Green	OH	43402	\$3,507.50
					TOTAL:	\$214,098.38

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