

IN THE COURT OF COMMON PLEAS  
STARK COUNTY, OHIO

LOUIS P. GIAVASIS  
CLERK OF COURTS  
STARK COUNTY, OHIO

2018 SEP 10 PM 2:16

STATE OF OHIO, ex rel.  
ATTORNEY GENERAL  
MICHAEL DEWINE

Plaintiff,

v.

JASON S. McCOY, individually  
and d/b/a/ M.J. McCOY ELECTRIC

Defendant.

CASE NO. 2018CV00666

JUDGE FORCIONE

**FINAL JUDGMENT**  
**ENTRY AND ORDER**

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on May 18, 2018. On June 4, 2018, the Court issued an Order and Entry Granting Default Against Defendant ("Default Judgment Order"). The Default Judgment Order issued findings of fact and conclusions of law, granted Plaintiff's requests for declaratory and injunctive relief, ordered Defendant Jason S. McCoy ("McCoy") 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.

Plaintiff filed a Memorandum in Support of Damages and Civil Penalties ("Damages Memo") along with the sworn affidavits of seven consumers, all of whom suffered monetary damages due to Defendant's unfair and deceptive acts and practices. The Damages Memo set forth the statutory basis for Plaintiff's request for the award of \$47,160 in consumer damages and the imposition of \$50,000 in civil penalties.

In lieu of a damages hearing, the Court accepts the evidence presented via Plaintiff's Damages Memo and finds all of its requests well-taken. The evidence establishes that the seven

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ATTORNEY GENERAL OF OHIO

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consumers who submitted affidavits sustained monetary damages totaling \$47,160 and that the imposition of a \$50,000 civil penalty is appropriate and permitted by R.C. 1345.07(D).

Based on the above, 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 issues new orders specifying the consumer damages and civil penalty amounts that Defendant must pay.

#### **FINDINGS OF FACT**

1. Defendant Jason S. McCoy is a natural person who currently resides at 1805 Crenshaw Drive, Dothan, Alabama, 36301.
2. Defendant registered M. J. McCoy Electric as a fictitious business name with the Ohio Secretary of State on January 14, 2013.
3. Defendant does business using the fictitious business name M. J. McCoy Electric.
4. Defendant has also done business using the names HunnyDo LLC, Hunny Do Construction, and Honey Do. Defendant registered HunnyDo LLC as a limited liability company with the Ohio Secretary of State on October 11, 2017.
5. Defendant at all times relevant to this action was engaged in the business of soliciting, offering for sale, or selling home improvement goods and services to consumers in the State of Ohio, including in Stark County.
6. Defendant used various methods to solicit consumers, including posting advertisements via thumbtack.com and placing advertisements in "The User-Friendly Phone Book" of Carroll County.

16. Defendant failed to provide requested refunds to consumers for whom he did not deliver the promised goods or services.
17. Home improvement repairs or services that were provided or attempted by Defendant were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

#### CONCLUSIONS OF LAW

18. The actions of Defendant described in the Complaint and in this Order have occurred in the State of Ohio, including in Stark County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq.
19. 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.
20. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
21. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(3), because some of the transactions complained of herein occurred in Stark County, Ohio.
22. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Stark County and other counties in Ohio for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

23. Defendant is a “seller” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
24. Defendant engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.
25. Defendant engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement repairs and services in an incomplete, shoddy, substandard, or unworkmanlike manner.
26. 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 contracts by a specific date.

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

- A. Defendant McCoy, doing business under his own name, the names M. J. McCoy Electric, HunnyDo LLC, Hunny Do Construction, or Honey Do, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, directly or indirectly, is **PERMANENTLY ENJOINED** from engaging in the acts and practices described in this order and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq.

B. It is **DECLARED** that the acts and practices committed by Defendant McCoy, 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 HSSA, R.C. 1345.21 et seq., in the manner set forth herein.

C. Pursuant to R.C. 1345.07(B), Defendant McCoy is **ORDERED** to pay \$47,160 in consumer damages. 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 within seven days 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 seven consumers in the amounts set forth below:

Exhibit	LAST NAME	FIRST NAME	CITY	STATE	AMOUNT
1	Pennell	David	Alliance	OH	\$ 2,200.00
2	Neal	Carol	Canton	OH	\$20,940.00
3	Strader	Diana	Malvern	OH	\$ 4,020.00
4	Carns	Sheila	Canton	OH	\$ 2,000.00
5	Hurlock	Joseph	Canton	OH	\$ 5,000.00
6	Destefano	John	Steubenville	OH	\$ 6,000.00
7	Scott Jr.	Ramon	Sebring	OH	\$ 7,000.00
				TOTAL	\$47,160.00

D. Based on the above findings that Defendant McCoy committed unfair and deceptive acts and practices in violation of the CSPA, Defendant McCoy is **ORDERED** to pay \$50,000

in civil penalties, pursuant to R.C. 1345.07(D). 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 within seven days to:

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

E. Defendant McCoy is **ENJOINED** from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations due hereunder.


F. Defendant McCoy is **ORDERED** to pay all court costs.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

Submitted by:

MICHAEL DEWINE  
Ohio Attorney General

  
\_\_\_\_\_  
Tracy Morrison Dickens (0082898)  
Senior Assistant Attorney General  
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Counsel for Plaintiff, State of Ohio

  
\_\_\_\_\_  
JUDGE FORCIONE

**NOTICE TO CLERK:  
FINAL APPEALABLE ORDER**

IT IS HEREBY ORDERED that notice shall be served on all parties of record within three (3) days after docketing of this Entry and the service shall be noted on the docket.

  
\_\_\_\_\_  
Honorable Frank G. Forcione