

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
MICHAEL DEWINE	)	Case No.: 16 CV 006462
	)	
Plaintiff,	)	Judge Brown
v.	)	
	)	<u>CONSENT JUDGMENT AND</u>
SEAN RYAN	)	<u>AND AGREED FINAL ENTRY</u>
d/b/a SRC CONTRACTORS	)	<u>AND ORDER</u>
	)	
Defendant.	)	

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**PREAMBLE**

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General ("Plaintiff") alleging that the Defendant, Sean Ryan, dba SRC Contractors ("Defendant") violated Ohio's Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules. The parties have agreed to settle and resolve the matters contained herein. By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), Defendant submits to the personal jurisdiction of this Court, consents to the Court's findings of fact and conclusions of law, consents to the imposition of this Consent Judgment pursuant to R.C. 1345.07(F), and consents to the rights of Plaintiff to enforce this Consent Judgment.

**FINDINGS OF FACT**

1. Defendant is a natural person residing at 4746 Stiles Ave., Columbus, Ohio 43228.
2. The principal place of business for SRC Contractors is 4746 Stiles Ave., Columbus, Ohio 43228.

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ATTORNEY GENERAL OF OHIO

**MAY 15 2019**

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE**

3. Defendant is the owner and operator of SRC Contractors and controlled and directed the business activities and sales conduct of SRC Contractors causing, personally participating in, or ratifying the acts and practices of SRC Contractors, as described herein and in the Complaint.
4. Defendant has not registered SRC Contractors with the Ohio Secretary of State.
5. At all times relevant to this action, Defendant has been engaged in the business of advertising, soliciting, offering for sale, and selling goods and services to consumers.
6. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver some or all of those services within eight weeks.
7. Defendant failed to refund some consumers' deposits or payments despite consumers' requests for refunds.
8. After receiving payment, Defendant sometimes began work but failed to complete the work.
9. Defendant's failure to perform contracted home improvement goods and services in a proper manner has resulted in harm to consumers.
10. In one instance, Defendant collected full payment from a consumer then failed to do any work.
11. In one instance, Defendant performed partial work but did not complete the work and the work he did perform was shoddy in nature.

#### **CONCLUSIONS OF LAW**

12. Plaintiff is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07.

13. The actions of Defendant described above have occurred in Franklin County and are in violation of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3) in that Franklin County, Ohio is the county in which Defendant resides, where he has his principal place of business, and where he conducted the transactions complained of in the Complaint.
16. Defendant is a “supplier” as defined in R.C. 1345.01(C) since Defendant was, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the state of Ohio for purposes that were primarily for personal, family, or household use, within the meaning specified in R.C. 1345.01(A).
17. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02, and the Failure to Deliver Rule, O.A.C. 109:4-309(A)(2), by accepting money from consumers for goods and services and permitting eight weeks to elapse without delivering the promised goods or services or making a full refund.
18. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.

19. Defendant committed unfair and deceptive acts and practices in violation of CSPA, R.C. 1345.02(A), by operating under an unregistered fictitious-business name in an effort to avoid his responsibilities to consumers.

**ORDER**

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

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of law violate the CSPA, R.C. 1345.01 et seq., in the manner set forth in this Consent Judgment.
- B. Defendant his agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership or association, and in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq., including but not limited to, violations of the specific statutes and rules described in this Consent Judgment.
- C. Defendant is ORDERED to pay \$9,423.30 to the State to be used for payment of consumer damages. Payment of this monetary amount shall be made in the following manner:
- 1) One payment of \$6,000.00, due upon the signing of this Consent Judgment.

2) Another payment of \$3,423.30 due within 30 days of the signing of this Consent Judgment.

3) Each separate payment shall be made by delivery of a certified check or money order, payable to the "Ohio Attorney General's Office," delivered to the following address:

Finance Assistant  
Consumer Protection Section  
Ohio Attorney General's Office  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

- D. Defendant is ORDERED to pay Twenty Thousand Dollars (\$20,000.00) to the Ohio Attorney General, to be placed into the Consumer Protection Enforcement Fund. The payment is suspended on the condition of full payment of the consumer restitution as set forth in paragraph C.
- E. It is further ORDERED that if the Defendant fails to deliver any payment due hereunder to Plaintiff in accordance with the payment schedule ordered herein, all remaining payments shall immediately become due and payable hereunder.
- F. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due pursuant to Paragraphs C 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 E of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- G. It is further ORDERED that in the event Plaintiff must initiate legal action or incur any costs to compel the Defendant to abide by this Consent Judgment,

Defendant shall be liable to the Plaintiff should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorney's fees and investigatory costs.

- H. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendant for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of the Consent Judgment, under any authority granted to the Ohio Attorney General. This Consent Judgment only resolves the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.
- I. Defendant shall not represent, directly or indirectly, that the Court or the Plaintiff has sanctioned, condoned, or approved any part or aspect of the Defendant's business operations.
- J. Defendant is ORDERED to pay all court costs.
- K. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

**IT IS SO ORDERED.**

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DATE

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JUDGE BROWN

**APPROVED AND AGREED TO BY:**

**PLAINTIFF**

**MICHAEL DEWINE**

**ATTORNEY GENERAL OF OHIO**

/s/ Jennifer Mildren

JENNIFER MILDREN (0087564)

Assistant Attorney General

Consumer Protection Section

30 E. Broad St., 14<sup>th</sup> Floor

Columbus, OH 43215

Phone- 6140466-8235

Fax- 866-594-1585

Jennifer.mildren@ohioattorneygeneral.gov

8/4/16

DATE

**DEFENDANT**

/s/ Sean Ryan

Sean Ryan dba SRC Contractors

4746 Stiles Ave.

Columbus, OH 43228

Phone- 614-515-3257

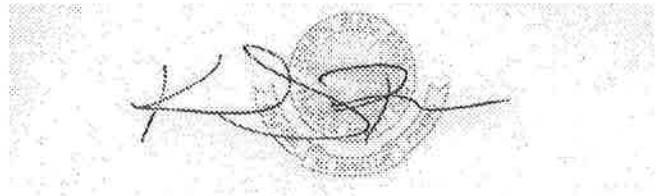
8/4/16

DATE

Franklin County Court of Common Pleas

**Date:** 08-03-2016  
**Case Title:** OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-  
SEAN RYAN  
**Case Number:** 16CV006462  
**Type:** CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature, likely "K. Brown", is written in black ink over a circular official seal. The seal is partially obscured by the signature and has a textured, halftone-like background.

/s/ Judge Kim Brown



Court Disposition

Case Number: 16CV006462

Case Style: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -  
VS- SEAN RYAN

Case Terminated: 07 - Settled/dismissed prior to Trial