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COMMON PLEAS COURT
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IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

State of Ohio, ex rel.)	Case No. CI0201302247
Attorney General Michael DeWine)	
)	Judge Frederick H. McDonald
Plaintiff,)	
)	<u>FINAL JUDGMENT ENTRY</u>
v.)	<u>AND ORDER</u>
)	
Barnes Construction Companies, Inc. et al,)	
)	
Defendants.)	

The Plaintiff commenced this action on March 28, 2013 by filing its Complaint and Request for a Declaratory Judgment, Injunctive Relief, Consumer Restitution, and Civil Penalties against Defendants Barnes Construction Companies, Inc., Christopher Barnes and Christina Barnes. The Complaint alleged violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq. and its Substantive Rules, OAC 109:4-3-01 et seq. Service was perfected on Defendants Barnes Construction Companies, Inc. and Christopher Barnes pursuant to Civ.R. 4.1(B) on April 19, 2013. Service was perfected on Defendant Christina Barnes pursuant to Civ.R. 4.1(B) on May 10, 2013. Defendants failed to answer the Complaint or defend in this action.

Plaintiff filed a Motion for Default Judgment on October 28, 2013. This Court issued a Default Judgment Entry and Order against the Defendants on November 22, 2013. The Default Judgment included an order for the Defendants to pay civil penalties and restitution to all

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consumers injured by the Defendants' conduct, in amounts to be determined at a later date via affidavits.

Plaintiff has filed a Memorandum in Support of Damages and Other Requested Relief ("Damages Memo"), in which it submitted evidence supporting the amount of civil penalties, consumer damages, and investigative costs that Plaintiff was requesting.

In support of its request for consumer damages, Plaintiff attached to its Damages Memo the affidavits of six consumers, which attested to the damages they suffered. The evidence established that each of the six consumers sustained monetary damages in connection with Defendants advertising and selling of roofing services. Plaintiff also submitted the affidavit of its investigator, who attested to her costs associated with this matter. These requests were made pursuant to R.C. 1345.07(B). Additionally, Plaintiff explained the basis for the amount of civil penalties requested. Plaintiff provided evidence of the Defendants' violations of the CSPA which, pursuant to R.C. 1345.07(D), permit the imposition of a civil penalty. Therefore, the Court finds Plaintiff's request for civil penalties, consumer damages, and investigative costs well-taken.

Based on the above, the Court completely reinstates below the Findings of Facts, Conclusions of Law, and Orders that were originally included in the Court's Default Judgment, and also issues new Orders based on the evidence presented via the Plaintiff's Damages Memo and at the Damages Hearing:

FINDINGS OF FACT

1. The actions of the Defendants, hereinafter described, have occurred in Lucas County, Ohio and other counties in Ohio.

2. Defendant Barnes Construction Companies, Inc. is an Ohio company that is registered with the Ohio Secretary of State under Registration No. 1964161 and had its principal place of business located at 417 Osage Drive, Maumee, Ohio 43537.
3. Defendant Christopher Barnes is a natural person who resides at 2117 Rivard Road, Toledo, Ohio 43615.
4. Defendant Christopher Barnes is the president, owner, and operator of Defendant Barnes Construction Companies, Inc.
5. Defendant Christopher Barnes, by virtue of his position as president, owner, and operator of Defendant Barnes Construction Companies, Inc., alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in Plaintiff's Complaint.
6. Defendant Christina Barnes is a natural person who resides at 2117 Rivard Road, Toledo, Ohio 43615.
7. Defendant Christina Barnes is an owner and operator of Defendant Barnes Construction Companies, Inc.
8. Defendant Christina Barnes, by virtue of her position as owner and operator of Defendant Barnes Construction Companies, Inc., alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in Plaintiff's Complaint.
9. Defendant Barnes Construction Companies, Inc. acts only through Defendants Christopher Barnes and Christina Barnes.
10. Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions either directly or indirectly, by selling, advertising, and performing roofing and

construction services to consumers in the State of Ohio for purposes that were primarily for personal, family, or household use.

11. Defendants performed shoddy and unworkmanlike services to consumers regarding the installation of roofs on their houses.
12. Consumers paid the Defendants for materials and labor for new roofs that were to be installed by the Defendants, but the consumers never received the roofs and never received refunds.
13. At least one consumer won a new roof from the Defendants after entering into a sweepstakes. This consumer was to receive a new roof installed by the Defendants with no cost to the consumer. The consumer has never received his new roof and the Defendants will not return his calls.
14. Defendants have provided consumers with inconsistent and inadequate information regarding the goods ordered, delivery dates, and installation dates.
15. Defendants failed to deliver the products and services for which consumers paid and have failed to make refunds.

CONCLUSIONS OF LAW

16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Ohio Consumer Sales Practices Act ("CSPA").
17. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Lucas County.

18. The Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.01 et seq. and by virtue of his statutory and common law authority to protect the interest of the citizens of Ohio.
19. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), since the Defendants engaged in the business of effecting “consumer transactions,” either directly or indirectly, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A), (C), and (D) of the CSPA.
20. Defendants committed deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Failure to Deliver Rule, Ohio Administrative Code Sections 109:4-3-09(A)(2)(a) and 109:4-3-09(A)(2)(b), by accepting money from consumers for services and failing to make full delivery or provide refunds.
21. Defendants committed deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing shoddy and unworkmanlike services in connection with consumer transactions and failing to correct such work.
22. Defendants committed deceptive acts and practice in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-06(D)(1), by notifying a consumer that the consumer had won a prize or will receive anything of value, if such was not the case.

ORDER

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

23. The Plaintiff’s request for a Declaratory Judgment that the acts and practices set forth above are in violation the CSPA is hereby GRANTED.
24. Defendant Barnes Construction Companies, Inc., Defendant Christopher Barnes, and Defendant Christina Barnes, under these or any other names, their officers, partners, agents,

servants, representatives, salespersons, 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, and unconscionable acts and practices that violate the CSPA, R.C. 1345.01 et seq., including, without limitation, the conduct described in the Conclusions of Law Paragraphs 20- 22.

25. Defendants are ORDERED, jointly and severally, to pay consumer damages to the Ohio Attorney General in the total amount of Forty-Two Thousand, Four Hundred Thirty-Seven Dollars and 50/100 (\$42,437.50) to be distributed by the Attorney General at his sole discretion. Payment shall be made payable to the "Ohio Attorney General" and sent immediately to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
30 E. Broad St., 14th Floor
Columbus, Ohio 43215.**

26. Defendants are ORDERED, jointly and severally, to pay civil penalties to the Ohio Attorney General in the total amount of Thirty Thousand Dollars (\$30,000.00). Payment shall be made payable to the "Ohio Attorney General" and sent immediately to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
30 E. Broad St., 14th Floor
Columbus, Ohio 43215.**

27. Defendants are ORDERED, jointly and severally, to pay investigative costs to the Ohio Attorney General in the total amount of One Thousand Eight Hundred Eighteen Dollars and 32/100 (\$1,818.32). Payment shall be made payable to the "Ohio Attorney General" and sent immediately to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
30 E. Broad St., 14th Floor
Columbus, Ohio 43215.**

28. Defendants are ORDERED, jointly and severally, to pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

1/09/14


JUDGE FREDERICK H. MCDONALD