



D127477449

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff

v.

UNITED HOME SOLUTIONS LLC, et al.

Defendants

ENTERED
DEC 11 2019

CASE NO. A 1901122

JUDGE RUEHLMAN

MAGISTRATE RENTZ

Final Judgment
Entry and Order

COURT OF COMMON PLEAS
ENTER

HON. ROBERT P. RUEHLMAN

THE CLERK SHALL SERVE NOTICE
TO PARTIES PURSUANT TO CIVIL
RULE 68 WHICH SHALL BE TAXED
AS COSTS HEREIN.

FOR COURT USE ONLY

S. C.
Line #: 12

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on May 13, 2019. On June 11, 2019, the Court issued an Order and Entry Granting Default Judgment ("Default Judgment Order") against Defendants Robert J. Collins ("Collins") and United Home Solutions LLC ("UHS") (collectively "Defendants"). In addition to granting the other relief Plaintiff requested, the Court ordered Defendants to pay civil penalties and consumer damages in amounts to be determined at a later date. The Court granted Plaintiff's request to present evidence of consumer damages via the submission of affidavits.

On September 24, 2019, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Damages Memo"). Plaintiff attached to its Damages Memo as evidence the sworn affidavits of four consumers, all of whom suffered monetary damages due to Defendants' unfair and deceptive acts and practices. Plaintiff's Damages Memo provided evidence in support of its requests for \$14,413.39 in consumer damages and \$25,000 in civil penalties.

The Court finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the four consumers who submitted affidavits sustained monetary

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ATTORNEY GENERAL OF OHIO

DEC 23 2019

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE



VERIFY RECORD

damages totaling \$14,413.39 and that the imposition of a \$25,000 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. The court further issues new Orders specifying the consumer damages and civil penalty amounts that Defendants must pay.

FINDINGS OF FACT

1. Defendant Collins is a natural person who resides at 7091 Wind River Drive, Reynoldsburg, Ohio 43068.
2. Defendant UHS is an Ohio limited liability corporation.
3. Defendant Collins is the owner of Defendant UHS.
4. Defendant UHS previously represented that it had an office located at 5554 Eureka Drive, Suite L, Hamilton, Ohio 45011.
5. Defendant Collins did business using the name United Home Solutions LLC.
6. Defendant Collins directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant UHS, as described in the Complaint and in this Order.
7. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services, including roofing installation and repair services, to consumers.
8. Defendants solicited and sold home improvement goods and services, including roofing installation and repair services, at the residences of consumers.

9. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
10. Defendants encouraged consumers to file insurance claims to fix their roofs, and then would have the consumers give them their insurance money when they received payment from their insurance companies.
11. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
12. Defendants' form contracts, which consumers sign, do not properly notify consumers about their right to cancel the contract.
13. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
14. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
15. For some consumers, Defendants began to provide the services but did not complete the work.
16. Consumers who did not receive their goods or services requested refunds from Defendants.
17. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
18. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

CONCLUSIONS OF LAW

19. The actions of Defendants described in the Complaint and in this Order have occurred in Ohio, including in Hamilton 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.
20. 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.
21. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
22. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), in that Hamilton County is where Defendants conducted some of the transactions complained of herein.
23. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Hamilton 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).
24. Defendants are "sellers" engaged in "home solicitation sales," as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

25. Defendants 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.
26. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.
27. Defendants violated the HSSA, R.C. 1345.23(B) and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.

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

- A. Pursuant to R.C. 1345.07(A)(2), Defendants Robert J. Collins and United Home Solutions LLC, doing business under their own names or any other names, 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 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., including, but not limited to, violating the specific statutes and rules described herein.
- B. It is DECLARED that the acts and practices committed by 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 HSSA, R.C. 1345.21 et seq., in the manner set forth herein.

- C. Pursuant to 1345.07(B), Defendants are ORDERED, jointly and severally, to pay \$14,413.39 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:

Financial Specialist
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 four consumers in the amounts set forth below:

Last Name	First Name	City	State	Amount
Calloway	Paul	Fayetteville	OH	\$4,663.68
Ibarra	Janna	Hamilton	OH	\$1,265.68
Lyons	Daniel	Amelia	OH	\$1,490.00
Malott	James	Milford	OH	\$6,994.03
			TOTAL	\$14,413.39

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, jointly and severally, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$25,000. 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 within seven days to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Defendants are ENJOINED from engaging in business as suppliers in any consumer transactions in the state of Ohio until such time as they have satisfied all monetary

obligations ordered by this Court and any other Court in Ohio, in connection with a consumer transaction.

F. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED.

DATE

JUDGE RUEHLMAN

Submitted by:

DAVE YOST
Ohio Attorney General

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

MAGISTRATE

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