

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

RECEIVED  
ATTORNEY GENERAL OF OHIO

MAR 04 2021

STATE OF OHIO

IN THE MATTER OF:

SANDERSON PROFESSIONAL  
SERVICES, LLC AND ALEXIA  
SANDERSON

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DOCKET NO. 581760

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 15<sup>th</sup> day of February, 2021 by Dave Yost, Attorney General of the State of Ohio ("Attorney General"), and Sanderson Professional Services, LLC, an Ohio limited liability company, and Alexia Sanderson.

For purposes of this Assurance, "Sanderson" means Sanderson Professional Services, LLC and Alexia Sanderson, together with their agents, representatives, employees, independent contractors, successors and assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, association, or affiliation.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Sanderson has engaged in acts and practices which violate the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., conducted an investigation pursuant to the authority granted him by R.C. 1345.06; and

**WHEREAS**, the Attorney General may, pursuant to R.C. 1345.06(f), terminate an investigation upon the acceptance of an Assurance of Voluntary Compliance; and

**WHEREAS**, Sanderson voluntarily enters into this Assurance with the Attorney General as they intend and desire to comply with all aspects of consumer law, including but not limited to,

the provisions of the CSPA, its substantive rules under Chapter 109:4-3 of the Ohio Administrative Code ("Substantive Rules"), and the provisions of the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.*

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- A. The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- B. By giving this written Assurance, Sanderson agrees to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its Substantive Rules and the HSSA.

#### **BACKGROUND AND STATEMENT OF FACTS**

1. Sanderson Professional Services LLC is an Ohio limited liability company and Alexia Sanderson is its only member.
2. Sanderson most recently used 10761 Edgewood Drive, Dublin, OH 43017 as a business address.
3. Sanderson is a "supplier" as that term is defined in R.C. 1345.01(C) as they, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting, offering for sale and selling home improvement goods, repairs and services to individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
4. Sanderson, at all times relevant herein, did not have a fixed permanent business location where goods were exhibited or services were offered for sale on a continuing basis.
5. Sanderson accepted monetary deposits from consumers for the purchase of home improvement goods, repairs and services, but in some instances:

- a. failed to deliver the goods and/or perform the repairs or services paid for or refund consumers' deposits or payments despite consumers' requests for refunds;
  - b. failed to begin and/or complete the home improvement repairs or services;
  - c. provided shoddy and unworkmanlike services and then failed to correct such work; and
  - d. represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
6. Sanderson, at all times relevant herein, failed to properly notify consumers of their rights to cancel the transactions, or to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions.

#### **COMPLIANCE PROVISIONS**

7. In connection with the advertising and sale of home improvement goods, repairs and services, Sanderson shall comply with the CSPA and its Substantive Rules.
8. In connection with the advertising and sale of home improvement goods, repairs and services, Sanderson shall comply with the HSSA.
9. In connection with the advertising and sale of home improvement goods, repairs and services, Sanderson shall refrain from:
  - a. committing an unfair or deceptive act or practice in connection with a consumer transaction, in violation of the CSPA, R.C. 1345.02(A);
  - b. committing an unconscionable act or practice in connection with a consumer transaction, in violation of the CSPA, R.C. 1345.03(A);

- c. performing shoddy and unworkmanlike services in connection with a consumer transaction and then failing to correct such work, in violation of the CSPA, R.C. 1345.02(A);
- d. failing to respond to consumer inquiries and failing to give consumers accurate information related to delivery and service dates, the completion of work, and the consumer's cancellation rights, in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A);
- e. accepting payments for home improvement goods or services and then permitting eight weeks to elapse without delivering the goods or performing the services, making a full refund of the payments, or advising the consumer of the duration of an extended delay and offering to send the consumer a refund within two weeks if the consumer so requests, in violation of the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09, and the CSPA, R.C. 1345.02(A); and
- f. failing to give proper notice to consumers of their right to cancel their contract by a specific date, in violation of the HSSA, R.C. 1345.22 and R.C. 1345.02(A).

#### **TERMINATION OF INVESTIGATION**

- 10. As part of the consideration for this Assurance, the Attorney General agrees to terminate the current investigation of Sanderson's business practices for actions occurring on or before the Effective Date of this Assurance.

#### **GENERAL PROVISIONS**

- 11. This Assurance shall be governed by laws of the State of Ohio.

12. Sanderson understands and agrees that this Assurance applies to any related owners, agents, representatives, employees, independent contractors, successors and assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, association, or affiliation.
13. This Assurance is entered into on behalf of Sanderson of their own free and voluntary act, upon advice of counsel and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
14. This Assurance does not constitute an approval by the Attorney General of any of Sanderson's business practices, and Sanderson shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Sanderson's business practices.
15. This Assurance sets forth the entire agreement between the Attorney General and Sanderson and supersedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the parties, subject to any further requirements under state law.
16. The Parties acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
17. This Assurance shall in no way exempt Sanderson from any other obligation imposed by law, and nothing contained herein shall relieve Sanderson of any legal responsibility for any acts or practices they engaged in other than those specifically addressed by this Assurance.

18. Nothing in this Assurance shall in any way preclude the Attorney General from commencing any future investigative or enforcement action(s) against Sanderson under any legal authority granted to the Attorney General:
- a. with respect to the transactions which are the subject of this enforcement action if the terms of this Assurance are not fully met; or
  - b. with respect to transactions or occurrences which are not the subject of this Assurance.
19. This Assurance constitutes a public record and shall be placed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).

#### **PAYMENT TO THE STATE AND RESTITUTION**

20. As part of the consideration for the termination of the Attorney General's investigation of Sanderson under the CSPA, Sanderson agrees to pay damages in the amount of \$4,600.00 to the Attorney General. Payment of this amount shall be made as follows: \$1,000.00 upon Sanderson's execution of this Assurance and then monthly installments of no less than \$200.00 commencing on or before February 15, 2021 and continuing on or before the same day of each subsequent month, for eighteen (18) months, until paid in full. Payment shall be made by delivering a certified check or money order, payable to the "**Ohio Attorney General's Office,**" to: **Ohio Attorney General's Office, Consumer Protection Section, Attn: Financial Specialist, 30 E. Broad St., 14<sup>th</sup> Fl., Columbus, Ohio 43215.** The Attorney General's Office shall distribute the damages at its sole discretion to consumers who previously filed complaints with the office.
21. Sanderson acknowledges and agrees that the total amount of damages set forth in Paragraph 20 is not representative of the entire amount of damages owed to consumers who have previously filed complaints with the Attorney General's Office and nothing in this Assurance

waives or limits any private right of action by any consumer. Nothing in this Assurance creates any private right of action to enforce its terms either.

22. If Sanderson fails to make a payment due hereunder in accordance with Paragraph 20, the entire damages amount shall immediately become due and payable hereunder.
23. Acceptance of any payment by the Attorney General subsequent to the time it is due or the failure of the Attorney General to insist on strict performance of any provision contained within this Assurance, including, but not limited to, the obligation created by the acceleration provision in Paragraph 22 of this Assurance, shall not be construed as a waiver of any of the obligations created by this Assurance.
24. Sanderson is hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Assurance may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against Sanderson, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

#### **PENALTIES FOR FAILURE TO COMPLY**

25. The Attorney General may assert any claim that Sanderson has violated this Assurance in a separate civil action to enforce the terms of this Assurance against Sanderson, or to seek any other relief afforded by law, including any and all remedies available to the Attorney General under R.C. 1345.07.
26. Sanderson acknowledges and agrees that they will not, in any action filed by the Attorney General after any violation of this Assurance by Sanderson, raise any applicable time-related or statute of limitation defense, either in law or equity, relating to their activities in

connection with the current Attorney General investigation, except for any cause of action already barred as of the Effective Date, which shall remain barred, unless otherwise preserved.

27. Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA and its Substantive Rules, by Sanderson. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, if presented after the violation in an action brought under the CSPA.

**WHEREFORE**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

**SIGNATURES**

**Accepted:**

**DAVE YOST  
OHIO ATTORNEY GENERAL**

By: 

W. Travis Garrison (0076757)  
Assistant Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215-3400  
Phone: (614) 728-1172  
[Travis.Garrison@OhioAttorneyGeneral.gov](mailto:Travis.Garrison@OhioAttorneyGeneral.gov)

Date: 2/26/21



**Accepted:**

**SANDERSON PROFESSIONAL SERVICES, LLC**

By: Alexia Sanderson  
Alexia Sanderson, Sole Member

Date: 2/1/2021

**Accepted:**

Alexia Sanderson  
ALEXIA SANDERSON, individually

Date: 2/1/2021

**Accepted:**

James D. Gilbert, Esq.  
Law Office of James D. Gilbert, LLC  
6065 Frantz Rd., Ste 105  
Dublin, OH 43017

Date: \_\_\_\_\_

*Counsel for Alexia Sanderson and Sanderson  
Professional Services, LLC*

**Accepted:**

**SANDERSON PROFESSIONAL SERVICES, LLC**

By: Alexia Sanderson  
Alexia Sanderson, Sole Member

Date: 01/15/2021

**Accepted:**

Alexia Sanderson  
ALEXIA SANDERSON, individually

Date: 01/15/2021

**Accepted:**

James D. Gilbert  
James D. Gilbert, Esq. 000764  
Law Office of James D. Gilbert, LLC  
6065 Frantz Rd., Ste 105  
Dublin, OH 43017

Date: 2/15/2021

*Counsel for Alexia Sanderson and Sanderson  
Professional Services, LLC*