

IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

STATE OF OHIO, ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: 2020 CV 00338
)	
Plaintiff,)	Judge Richard S. Skelton
v.)	
)	
BRANDON VALANDINGHAM, ET AL.,)	CONSENT JUDGMENT AND
)	FINAL AGREED ORDER AND
)	ENTRY AGAINST DEFENDANTS
Defendants.)	

This matter came to be heard upon a Complaint by Plaintiff, State of Ohio *ex rel.* Attorney General Dave Yost ("Plaintiff"), charging Defendant Brandon Valandingham and Defendant Buckeye Storm Solutions, LLC ("Defendants") with violations of the Consumer Sales Practices Act ("CSPA") and the Home Solicitation Sales Act ("HSSA"). Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

By signing this Consent Judgment and Final Agreed Order and Entry ("Consent Judgment"), Defendants submit to the personal jurisdiction of this Court and consent to the entry of this judgment. For purposes of settlement only, Defendants consent to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

FINDINGS OF FACT

1. Defendant Brandon Valandingham ("Valandingham") is a natural person previously residing at 2860 Foxwood Ct., Miamisburg, Ohio 45342 and currently residing at Marion Correctional Institution, 940 Marion-Williamsport Road, Marion, Ohio 43302.

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2. Defendant Valandingham owned and operated Defendant Buckeye Storm Solutions, LLC ("BSS"), a Limited Liability Company whose Articles of Organization were filed and recorded with the Ohio Secretary of State on January 25, 2018.
3. Defendants engaged in the business of providing goods and services to consumers, including roof and gutter replacement, and failed to deliver some of those goods and services within eight weeks.
4. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
5. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
6. After receiving payment, Defendants sometimes began work but failed to complete the work.
7. Defendants 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.
8. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
9. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions, and failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

CONCLUSIONS OF LAW

10. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
11. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Defendants reside in Montgomery County and Montgomery County is the county in which Defendants conducted activity that gave rise to the claims for relief.
12. 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 interests of the citizens of Ohio.
13. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).
14. Defendants each engaged in "home solicitation sales" as a "seller" as that term is defined in R.C. 1345.21, as they made personal solicitations of their sales at the residences of buyers, within the meaning of R.C. 1345.21(A).
15. Defendant Valandingham at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant BSS, causing, personally participating in, or ratifying the acts and practices of Defendant BSS, including the conduct giving rise to the violations described herein.
16. Defendants committed unfair and deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money

from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

17. Defendants 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.
18. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notices to consumers of their rights to cancel their transactions by a specific date.

ORDER

- A. Plaintiff's request for a Declaratory Judgment that the acts and practices set forth above are in violation of the CSPA and the HSSA is hereby GRANTED.
- B. Defendants, under these or any other names, and their officers, partners, agents, 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, or unconscionable acts and practices that violate the HSSA and the CSPA, R.C. 1345.01 *et seq.*, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 16-18.
- C. Defendants are ORDERED to pay consumer damages to the Ohio Attorney General in the total amount of Nine Thousand One Hundred Forty-Five Dollars and Sixty-Three Cents

(\$9,145.63), such amount to be immediately due and payable, and to be distributed by the Attorney General to Consumer Norma Jean Dawson.

- D. All payments shall be made to the Attorney General via certified check or money order payable to the "Ohio Attorney General's Office" and delivered to:

**Finance Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

- E. Defendants are hereby notified that if they fail to pay the amount due, the unpaid amount due under this Consent Judgment 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 Defendants, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.
- F. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- G. It is further ORDERED that Defendants' failure to comply with the terms of this Consent Judgment shall constitute a violation of an injunction of this Court, and Plaintiff may seek a civil penalty pursuant to R.C. 1345.07(A)(2) for such a violation.
- H. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants shall

be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.

- I. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

JUDGE RICHARD S. SKELTON

APPROVED:

PLAINTIFF

DAVE YOST
Ohio Attorney General

/s/ Brandon C. Duck
Brandon C. Duck (0076725)
Assistant Attorney General
Attorney for Plaintiff
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Consumer Protection Section
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DEFENDANTS

/s/ Charles W. Slicer, III, per written authorization by Brandon C. Duck

Charles W. Slicer, III
Charles W. Slicer, III (0059927)
Attorney for Defendants
426 Patterson Road
Dayton, Ohio 45419
(937) 223-1100
(937) 223-8150 (Fax)

/s/ Brandon Valandingham, per written authorization by Brandon C. Duck

Brandon Valandingham #A779275,
Individually and as representative of
Buckeye Storm Solutions
Marion Correctional Institution
940 Marion-Williamsport Road
Marion, Ohio 43302



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Number:
2020 CV 00338

Case Title:
STATE OF OHIO EX REL. ATTORNEY GENERAL vs
BRANDON VALANDINGHAM

Type: Consent Judgment Entry

So Ordered,

A handwritten signature in black ink, appearing to read "J. Skelton". The signature is written in a cursive, flowing style.