

D134107058

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST,

Plaintiff,

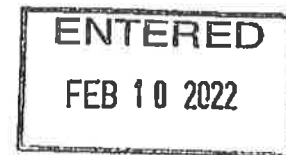
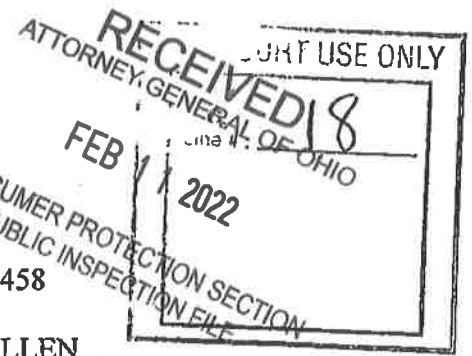
v.

RANDY S. JONES, JR., individually and
d/b/a Aspen Roofing & Siding LLC, et al.,

Defendants.

CASE NO.: A2101458

JUDGE LISA C. ALLEN



Final Judgment Order and Entry

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment Against Defendant Randy S. Jones on June 16, 2021, and Plaintiff's Motion for Default Judgment Against Defendant Aspen Roofing & Siding LLC on August 26, 2021.¹

On September 23, 2021, this Court issued a Default Judgment Order and Entry ("Default Judgment Order") against Defendants. The Default Judgment Order included findings of fact and conclusions of law and granted Plaintiff's requests for declaratory and injunctive relief. The Court ordered Defendants Randy S. Jones, Jr., individually and doing business as Aspen Roofing & Siding LLC ("Jones"), and Aspen Roofing & Siding LLC ("Aspen Roofing") (collectively "Defendants") to pay civil penalties and consumer damages in amounts to be determined at a later date. The Court also granted Plaintiff's request to brief the Court on consumer damages and civil penalties amounts and to present evidence of consumer damages via affidavits instead of via live testimony.

¹ On September 17, 2021, Defendants filed a Motion for Leave to File Answer Out of Time and a Motion for a More Definite States. On January 4, 2022, this Court denied those motions.

Plaintiff timely filed its Memorandum in Support of Consumer Damages and Civil Penalties on December 17, 2021, requesting specified consumer damages and civil penalty amounts. Plaintiff attached the sworn affidavits of six consumers who suffered a total of \$41,017 in damages as a result of Defendants' violations. Plaintiff's Memorandum also provided support for its request for \$40,000 in civil penalties. Defendants have since failed to provide any evidence opposing Plaintiff's requests.

The Court finds all of Plaintiff's requests well-taken. The evidence establishes that the six consumers who submitted affidavits sustained monetary damages totaling \$41,017 and that the imposition of a \$40,000 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 included in the Court's Default Judgment Order, and the Court further issues new Orders specifying the consumer damages and civil penalty amounts that Defendants must pay.

FINDINGS OF FACT

1. Defendant Jones is a natural person who resides at 5301 Hunter Avenue, Cincinnati, Ohio 45212.
2. Defendant Aspen Roofing is an Ohio limited liability corporation with an address listed as 7220 Beechmont Avenue, Suite A, Cincinnati, Ohio 45230.
3. Defendant Jones is the owner of Defendant Aspen Roofing.
4. Defendant Jones did business using the name Aspen Roofing & Siding LLC.
5. Defendant Jones did business using the registered trade name Aspen Interiors.
6. Defendant Jones also did business using the unregistered name Aspen Interior/Exterior LLC.

7. Defendant Jones directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Aspen Roofing, as described in the Complaint and in this Order.
8. 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 to consumers.
9. Defendants solicited and sold home improvement goods and services at the residences of consumers.
10. 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.
11. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
12. Defendants did not properly notify consumers about the consumers' right to cancel the contracts.
13. Defendants failed to provide consumers with "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 fully 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 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.
20. The actions of Defendants have occurred in Ohio, including in Hamilton County and, as set forth herein, 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.
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)(1) and 3(C)(3), because Hamilton County is where Defendants reside and where they conducted some of the transactions described herein.
23. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants 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 personal, family, or household, 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 R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA 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. Defendants, doing business under their own names, the names Aspen Roofing & Siding LLC, Aspen Interiors, or Aspen Interior/Exterior LLC, 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, pursuant to R.C. 1345.07(A)(2), 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 provisions described herein.
- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendants, as set forth herein, 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.

- A. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay \$41,017 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:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

The Attorney General's Office will distribute the consumer damages to the following six consumers in the amounts set forth below:

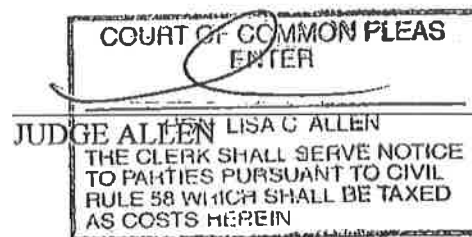
	Last Name	First Name	City	State	Amount
1	Kregor	Jonathan	Cincinnati	OH	\$7,000
2	Lehane	Edward	Milford	OH	\$7,150
3	Niederschmidt	Cindy	Cincinnati	OH	\$2,800
4	Regan	Michael	Cincinnati	OH	\$2,567
5	Ruebel	Jason	Cincinnati	OH	\$18,000
6	Walker	Jeff	Cincinnati	OH	\$3,500
				Total	\$41,017

- B. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), to pay \$40,000 in civil penalties, jointly and severally. 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:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

- C. 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 or any other Ohio court in connection with a consumer transaction.
- D. Defendants are ORDERED to pay Plaintiff's costs of collecting on this judgment as permitted by statute and shall pay Plaintiff any interest that accrues during the collection process, as permitted by statute.
- E. Defendants are ORDERED to pay all court costs.

DATE



Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
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