

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

APR 11 2022

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	CASE NO. 21 CV 808726
DAVE YOST	)	CONSUMER PROTECTION SECTION PUBLIC INSPECTION FILE
	)	
Plaintiff,	)	JUDGE JEFFREY M. BROWN
v.	)	
	)	<u>Final Judgment</u>
ROBERT J. COLLINS, individually and	)	<u>Order and Entry</u>
dba BUCKEYE ROOFING SOLUTIONS	)	<u>Against Defendants</u>
LLC et al.,	)	
	)	
Defendants.	)	

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This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on February 14, 2022. On February 15, 2022, this Court issued an Order and Entry Granting Default Judgment Against Defendants ("Default Judgment Order"). The Default Judgment Order included findings of fact and conclusions of law, granted Plaintiff's requests for declaratory and injunctive relief, and ordered Defendants Robert J. Collins ("Collins") and Buckeye Roofing Solutions LLC ("Buckeye") (jointly "Defendants") to pay civil penalties and consumer damages, in amounts to be determined later. The Court granted Plaintiff's request for permission to brief the Court within 45 days regarding the consumer damages and civil penalties amounts, and to present evidence of consumer damages via affidavits instead of via live testimony.

Plaintiff timely filed its Memorandum in Support of Consumer Damages, Civil Penalties, and Other Appropriate Relief ("Plaintiff's Memorandum") on March 18, 2022, requesting specified consumer damages, civil penalty amounts, and a permanent injunction against Defendants acting as suppliers in Ohio.

The Court finds Plaintiff's requests well-taken. The evidence establishes that the four consumers who submitted affidavits sustained damages totaling \$8,555.21 and that the imposition

of a total of \$175,000 in civil penalties is appropriate and permitted by R.C. 1345.07(D). Plaintiff's request for a permanent injunction against Defendants is just, equitable, and appropriate, as permitted by R.C. 1345.07(B).

**Based on the above, the Court completely restates below the Findings of Fact, Conclusions of Law, and Orders from the Court's Default Judgment Order. The Court further issues new Orders specifying the consumer damages amounts, civil penalty amounts, and an additional permanent injunction.**

**FINDINGS OF FACT**

1. Defendant Robert J. Collins ("Collins") is a natural person who resides at 8060 Jefferson Road, Carroll, Ohio 43112.
2. Defendant Buckeye Roofing Solutions LLC ("Buckeye") is an Ohio limited liability corporation.
3. Defendant Collins is the owner of Defendant Buckeye.
4. Defendants represented to consumers that Defendant Buckeye had an office located at 4449 Easton Way, Columbus, Ohio 43219.
5. Defendant Collins did business using the name Buckeye Roofing Solutions LLC.
6. Defendant Collins did business using the name United Home Solutions LLC.
7. Defendant Collins directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Buckeye, as described herein.
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. On March 4, 2019, the Attorney General filed a lawsuit against Collins and his previous

business, United Home Solutions LLC, in the Hamilton County Court of Common Pleas alleging that they had violated the CSPA while doing home improvement work. *State ex rel. Yost v. United Home Solutions LLC*, Hamilton County Case No. A1901122.

10. Defendant Collins ignored the Attorney General's 2019 lawsuit, and the Court granted a default judgment against him and United Home Solutions LLC, finding violations of all counts alleged in the complaint. On December 11, 2019, the Court entered a Final Judgment Entry and Order ("Final Judgment") against Collins and United Home Solutions LLC that included injunctive relief and assessed damages and civil penalties. Collins and United Home Solutions LLC were ordered, jointly and severally, to pay to the Attorney General's Office \$14,413.39 in consumer damages and a \$25,000 civil penalty. Collins and United Home Solutions LLC were also enjoined from engaging in consumer transactions in Ohio as suppliers until they have paid all civil penalties and damages owed to the State of Ohio pursuant to the judgment.
11. To date, Collins and United Home Solutions LLC have not paid the Attorney General any of the consumer damages or civil penalties ordered by the Final Judgment in *State ex rel. Yost v. United Home Solutions LLC*, Hamilton County Case No. A1901122.
12. In the time since the 2019 Final Judgment, Defendants Collins and Buckeye have solicited and sold home improvement goods and services to consumers.
13. Defendants solicited and sold home improvement goods and services at the residences of consumers.
14. 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.
15. In some instances, consumers filed insurance claims to repair storm or water damage to

their homes, and Defendants convinced the consumers to pay them by signing over their insurance checks.

16. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
17. Defendants entered into home improvement transactions with certain consumers without providing contracts.
18. When Defendants did use contracts in their transactions with consumers, their contracts did not properly notify consumers about the consumers' right to cancel the contract.
19. Defendant Buckeye's contracts specified that consumers' checks should be made payable to Robert Collins.
20. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
21. 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.
22. For some consumers, Defendants began to provide the services but did not complete the work.
23. Consumers who did not receive their goods or services requested refunds from Defendants.
24. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
25. 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**

26. 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.
27. The actions of Defendants have occurred in Ohio, including in Franklin 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.
28. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
29. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Franklin County is where Defendants conducted some of the transactions described herein.
30. 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 or services for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
31. 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.
32. 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.

33. 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.
34. Defendant Collins engaged in in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA, by soliciting consumers for home improvement repairs and services while having an unpaid judgment arising from previous consumer transactions.
35. 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 name United Home Solutions 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 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 R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay \$8,555.21 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 four consumers, in the amounts set forth below:

	LAST NAME	FIRST NAME	CITY	STATE	AMOUNT
1	Gleim	Richard	Dublin	OH	\$1,050.00
2	Madden	Mark	Columbus	OH	\$2,244.54
3	Rigsby	Sarai	Plain City	OH	\$990.00
4	Thompson	Debra	Reynoldsburg	OH	\$4,270.67
<b>TOTAL</b>					<b>\$8,555.21</b>

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Collins is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$100,000. 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:

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

- E. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Buckeye is ORDERED, pursuant to R.C. 1345.07(D), to pay a \$75,000 civil penalty. 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  
Broad Street, 14th Floor  
Columbus, Ohio 43215

- F. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, Defendants are PERMANENTLY ENJOINED from engaging in business as suppliers in any consumer transactions with Ohio consumers.
- G. 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.
- H. Defendants are ORDERED to pay all court costs.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE BROWN

\*\*\*\*\*

Submitted by:

DAVE YOST  
Ohio Attorney General

/s/ Tracy Morrison Dickens

Tracy Morrison Dickens (0082898)  
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Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

**Date:** 04-05-2022  
**Case Title:** STATE OF OHIO EX REL ATTORNEY GENERAL -VS- ROBERT J COLLINS ET AL  
**Case Number:** 21CV000726  
**Type:** JUDGMENT AGAINST DEFENDANT

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'Jeffrey M. Brown', is written over a faint, circular official seal.

/s/ Judge Jeffrey M. Brown