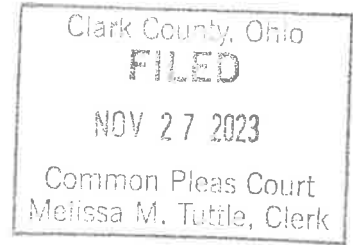


IN THE COURT OF COMMON PLEAS
CLARK COUNTY, OHIO



STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

MICHAEL COLLETT, individually and
DBA MH&D CONSTRUCTION LIMITED
et al.

Defendants.

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) Case No: 22 CV 0599
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) Judge: Hon. Brian C. Driscoll
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**CONSENT JUDGMENT AND
FINAL AGREED ORDER AND
ENTRY AGAINST DEFENDANT**

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the State of Ohio *ex rel.* Attorney General Dave Yost, charging Defendants Michael Collett, individually, and DBA MH&D Construction Limited, and MH&D Construction Limited with violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* Plaintiff and Defendant Collett have agreed to settle and resolve the matters contained herein and all claims alleged against the Defendant.

By signing this Consent Judgment and Final Agreed Order and Entry ("Consent Judgment"), Defendant submits to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment. Defendant also consents to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce it.

RECEIVED
ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINDINGS OF FACT

1. Defendant Michael Collett is a natural person residing at 521 Crawford St., Maryville, TN 37804.
2. Defendant MH&D Construction Limited registered as a domestic limited liability company with the Ohio Secretary of State on January 12, 2021.
3. Defendant Michael Collett did business using the name MH&D Construction Limited.
4. Defendant Michael Collett at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant MH&D Construction Limited, causing, personally participating in, benefiting from, or ratifying the acts and practices of Defendant MH&D Construction Limited, including the conduct giving rise to the violations described herein.
5. Defendant Michael Collett, DBA MH&D Construction Limited, engaged in the business of providing home improvement and construction services to consumers following a personal solicitation of the sale at the consumer's residence.
6. Defendant Michael Collett represented to consumers that he would undertake and complete various construction services and failed to deliver some the contracted for services within eight weeks.
7. After receiving payment, Defendant Collett sometimes began work but failed to complete the work.
8. Defendant Collett represented to consumers that he would provide the contracted for services within an estimated time and then failed to provide the services in the time promised.

9. Defendant Collett provided incomplete, shoddy, and substandard services to consumers and then failed to correct such work.
10. Defendant Collett refused to refund consumers' deposits or payments despite consumers' requests for refunds.
11. At the time of the transactions, Defendant Collett 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.
12. Defendant Collett did not have a retail business establishment with a fixed permanent location where goods were exhibited or offered for sale on a continuing basis.

CONCLUSIONS OF LAW

13. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3).
15. The Attorney General of Ohio is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by the CSPA.
16. Defendant Collett is a "supplier" as that term is defined in R.C. 1345.01(C) of the CSPA, as he engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for household repair services for a fee, within the meaning of R.C. 1345.01(A).

17. Defendant Collett engaged in “home solicitation sales” as a “seller” as those terms are defined in the HSSA, R.C. 1345.21, as he made personal solicitations of his sales at the residences of buyers, within the meaning of R.C. 1345.21(A).
18. Defendant Collett committed unfair or 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 then permitting eight weeks to elapse without making shipment or delivery of the goods 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 of equal or greater value as a good faith substitute.
19. Defendant Collett committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing construction services in an incomplete, shoddy, substandard, and unworkmanlike manner and then failing to correct such work.
20. Defendant Collett violated the HSSA, R.C. 1345.23, and the CSPA, 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 the issuance of a declaratory judgment finding that each act or practice set forth above violates the CSPA and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* is hereby GRANTED.
- B. Defendant Collett, doing business under the name MH&D Construction Limited, his own name or any other names, together with 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 CSPA, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, or the HSSA, R.C. 1345.21 *et seq.* including, without limitation, violations of the specific statutes described in this Consent Judgment.

- C. Defendant Collett is ORDERED, pursuant to R.C. 1345.07(B), to pay Twenty-Nine Thousand Three Hundred and Eleven Dollars (\$29,311) in consumer refunds. Payment shall be made to the Attorney General's Office, in accordance with Paragraph F.
- D. For consumer complaints filed with the Ohio Attorney General's Office within thirty (30) days after the Effective Date of this Consent Judgment and for which the Attorney General's Office submits to the Defendant, Defendant Collett is ORDERED, pursuant to R.C. 1345.07(B), to pay consumer refunds, unless Defendant is able to conclusively prove, as to be determined by the Ohio Attorney General's Office, that no refund is due to that consumer within thirty (30) days of receiving the complaint from the Attorney General's Office. For any refunds due to consumers, payment shall be made to the Attorney General's Office, in accordance with Paragraph F.
- E. Defendant Collett is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty in the total amount of Fifteen Thousand Dollars (\$15,000.00) to the Attorney General, in accordance with Paragraph F.
- F. Defendant Collett shall make payments at the rate of One Thousand Five Hundred Dollars

(\$1,500.00) per month until the amounts required by Paragraphs C, D, and E are paid in full. The first payment is due immediately upon entry of this Consent Judgment, with the remaining payments to begin on December 1, 2023 and then on the first day of each subsequent month thereafter until paid in full. All restitution paid to the Attorney General's Office according to Paragraphs C and D shall be distributed to consumers at the Attorney General's discretion. If any restitution funds are returned as undeliverable, the remaining restitution money shall be paid to the Ohio Attorney General's Office for deposit into the Consumer Protection Enforcement Fund. The payments ordered in Paragraphs C, D, and E shall be made to the Attorney General's Office via a certified check or money order, made payable to the "Ohio Attorney General's Office" and delivered to:

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

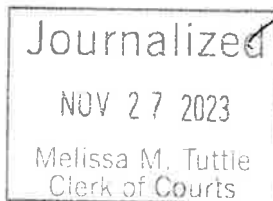
- G. It is further ORDERED that if Defendant Collett fails to timely make any of the payments due in accordance with the payment schedule set forth in Paragraph F, all remaining amounts due shall immediately become due and payable hereunder.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the obligation created by the acceleration provision in Paragraph G of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. Defendant Collett is hereby notified that if he fails to make any payment due in accordance

herein, 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 them pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant Collett to abide by this Consent Judgment, Defendant 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, investigative costs, and interest and collection costs as permitted by statute.
- K. Defendant Collett shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- L. Defendant Collett shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE



JUDGE

JOINTLY AGREED TO, APPROVED FOR ENTRY, AND SUBMITTED BY:

DAVE YOST
Ohio Attorney General

By: /s/ Christopher J. Belmar
Christopher J. Belmar (0101433)
Assistant Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3400
Telephone: (614) 466-4455

/s/ Michael Collett
Michael Collett
Telephone: (865) 437-4877
baseball644@gmail.com
521 Crawford St.
Maryville, TN 37804

Christopher.Belmarez@OhioAGO.gov
Counsel for Plaintiff, State of Ohio

Defendant

A handwritten signature in black ink, consisting of a stylized 'M' or 'N' shape.