

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

PETER RISTICH, individually, and
d/b/a CENTRAL ONE PAVING, et al.

Defendants.

Case No: 23CVH-02-997

JUDGE MUNSON

MAGISTRATE PETRUCCI

Final Judgment
Entry and Order

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

AUG 13 2024

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This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment as a Sanction on December 21, 2023. On April 30, 2024, this Court issued an Order and Entry Adopting Magistrate's Decision Granting Plaintiff's Motion for Sanctions, which included the entry of a Default Judgment on Liability against Defendant Peter Ristich and Defendant Teneilla Stults (hereinafter "Defendants"). Plaintiff was also ordered to file a brief within 90 days substantiating the relief the Plaintiff is requesting and to attach affidavits from the consumers who suffered damages.

Plaintiff timely filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Plaintiff's Memorandum") on July 26, 2024, requesting specified consumer damages and civil penalty amounts. Plaintiff attached the sworn affidavits of ten consumers who suffered a total of \$69,550 in monetary damages as a result of Defendants' violations. Plaintiff's Memorandum also provided support for its request that each Defendant be ordered to pay \$50,000 in civil penalties. Plaintiff's Memorandum also set forth the basis for the additional relief that Plaintiff requested in its Complaint, including declaratory and injunctive relief.

The Court finds all of Plaintiff's requests well-taken. The evidence establishes that the ten

consumers who submitted affidavits sustained monetary damages totaling \$69,550 and that the imposition of a total of \$100,000 in civil penalties—\$50,000 to be paid by each Defendant—is appropriate and permitted by R.C. 1345.07(D).

Based on the above, the Court renders a final judgment order and entry against Defendants Ristich and Stults and issues the following Findings of Fact, Conclusions of Law, and Orders.

FINDINGS OF FACT

1. Defendant Ristich is a natural person who resides at 1417 Carylake Circle, Columbus, Ohio 43240.
2. Defendant Stults is a natural person who resides at 1417 Carylake Circle, Columbus, Ohio 43240.
3. Defendants conducted business using the fictitious business name Central One Paving.
4. Defendant Stults filed a Trade Name Registration for Central One Paving with the Ohio Secretary of State on March 8, 2021.
5. Defendant Ristich filed a Trade Name Registration for Top Seal with the Ohio Secretary of State on August 4, 2022.
6. Defendants also conducted business using the fictitious business names Top Seal and Alliance Paving.
7. Defendant Ristich sometimes communicates with consumers using the alias Joe Hughes.
8. Defendants advertise, solicit, and sell home improvement goods or services to consumers, including driveway paving and resurfacing services.
9. Defendants solicit and sell home improvement goods and services, including paving and resurfacing services, at the residences of consumers.
10. Defendants do not have a physical business location where their goods are exhibited or

where their services are offered for sale on a continuing basis.

11. Defendants accept monetary deposits from consumers for the purchase of home improvement goods or services, including driveway paving and resurfacing services.
12. When Defendants use contracts in their transactions with consumers, their contracts do not properly notify consumers about the consumers' right to cancel the contract.
13. Defendants fail to provide consumers with "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
14. Defendants accept monetary deposits from consumers for the goods or services, including driveway paving and resurfacing services.
15. In some instances, after receiving deposits from consumers for home improvement goods or services, including driveway paving and resurfacing services, Defendants failed to deliver the home improvement goods or services that were promised to customers.
16. Consumers who did not receive their goods or services, including driveway paving and resurfacing services, requested refunds from Defendants, and Defendants failed to provide the requested refunds.
17. In many instances, where Defendants perform contracted services, Defendants provide shoddy and substandard services, including driveway paving and resurfacing services, to consumers and fail to correct such work.

CONCLUSIONS OF LAW

18. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA, R.C. 1345.01, et seq.
19. Venue in this Court is proper, pursuant to Civ.R. 3(C)(3), because Franklin County is where Defendants conducted some of the actions that gave rise to Plaintiff's claim for relief.
20. The Plaintiff 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.

21. 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, Adm.Code 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.
22. 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 to “consumers” for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).
23. 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 “buyers,” as defined by R.C. 1345.21(D), including solicitations in response to or following invitations by “buyers.”
24. 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, Adm.Code 109:4-3-09(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 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.
25. 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 and failing to correct such work. These acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

26. 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. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDERS

- A. Defendants, doing business under their own names, the names Central One Paving, Top Seal, or Alliance Paving, 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, Adm.Code 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules 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, Adm.Code 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 to

the Ohio Attorney General's Office consumer damages in the total amount of \$69,550 for distribution to the following ten consumers, in the amounts set forth below:

Last Name	First Name	Amount
Boyer	Frank	\$750.00
Beal	Jason	\$13,000.00
Chao	Caroline	\$3,650.00
Chisholm	Selby	\$3,300.00
Lee	James	\$6,700.00
Leffel	Nena	\$6,000.00
Mertz	Dan	\$4,000.00
Smith	Jane	\$800.00
Vilensky	Laura	\$28,850.00
Wilgus	Kathleen	\$2,500.00
	Total	\$69,550.00

- D. Based on the above findings that Defendant Ristich committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Ristich is ordered, pursuant to R.C. 1345.07(D), to pay the Attorney General \$50,000 in civil penalties.
- E. Based on the above findings that Defendant Stults committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Stults is ordered, pursuant to R.C. 1345.07(D), to pay the Attorney General \$50,000 in civil penalties.
- F. The consumer damages and civil penalties due to the Attorney General's Office under paragraphs C, D, and E of this judgment shall be paid within seven days of the entry of this judgment by delivering a certified check or money order payable to the Ohio Attorney

General's Office to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

- G. 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.
- H. Defendants are ORDERED to pay Plaintiff's collection costs and interest on the final judgment in this matter as permitted by Ohio law.
- I. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED.

JUDGE MUNSON

Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens

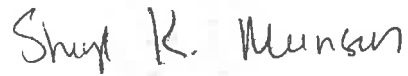
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Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

Date: 08-09-2024
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL YO -VS-
PETER RISTICH ET AL
Case Number: 23CV000997
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink that reads "Sheryl K. Munson". The signature is written in a cursive, flowing style.

/s/ Judge Sheryl K. Munson