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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO EX REL DAVE YOST
Plaintiff

CHARLES A JONES, ET AL
Defendant

Case No: CV-24-993771

Judge: BRENDAN J SHEEHAN

JOURNAL ENTRY

92 DEFAULT - FINAL

FINAL JUDGMENT ORDER AND ENTRY AGAINST DEFENDANTS. O.S. J.
COURT COST ASSESSED TO THE DEFENDANT(S).
PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER
PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL
PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

Judge Signature

Date

RECEIVED
ATTORNEY GENERAL OF OHIO

OCT 25 2024

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FILED
2024 OCT 18 A 8:53
CLERK OF COURTS
CUYAHOGA COUNTY

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO, ex rel. DAVE YOST)	CASE NO. CV-23-993771
)	
Plaintiff,)	JUDGE BRENDAN J. SHEEHAN
)	
v.)	<u>FINAL JUDGMENT ORDER</u>
)	<u>AND ENTRY AGAINST</u>
CHARLES A JONES et. al.)	<u>DEFENDANTS</u>
)	
Defendants.)	

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment, in which the Plaintiff requested a default judgment against Defendants Charles A. Jones and Veritas Homes Refinishing LLC (collectively "Defendants"). Plaintiff filed its Complaint on March 4, 2024, and obtained service upon Defendant Veritas Homes Refinishing on April 19, 2024, and upon Defendant Charles A. Jones on August 20, 2024. Defendants have failed to file an answer or otherwise appear in this action. Defendant Charles A. Jones is not active-duty military, a reservist in active federal service or in active service in the National Guard. The Court finds the Plaintiff's Motion for Default to be well-taken and hereby **GRANTS** a Default Judgment against both Defendants, pursuant to Civ. R. 55(A).

Plaintiff's Motion for Default also set forth the basis for the relief that Plaintiff requested in its Complaint, including declaratory and injunctive relief, consumer damages, and civil penalties. Attached to the Motion for Default as evidence to establish consumer damages were the sworn affidavits of State of Ohio Consumer Protection Investigator Randall Dana as well as four consumers who suffered monetary damages due to Defendants' violations of Ohio consumer protection laws. Plaintiff's Motion for Default also set forth the statutory basis for the issuance of

a civil penalty, declaratory, and injunctive relief.

Upon review of Plaintiff's monetary requests in the Motion for Default, the evidence establishes that the four consumers who submitted affidavits sustained monetary damages totaling \$187,351.91, and the imposition of a \$125,000.00 civil penalty is appropriate and permitted by R.C. 1345.07(D).

The Court finds the requests in Plaintiff's Motion for Default Judgment well-taken and **GRANTS** all relief requested against the two Defendants.

Based on the above, the Court hereby renders its Final Judgment Order and Entry against Defendants and issues the following Findings of Fact, Conclusions of Law, and Orders:

FINDINGS OF FACT

1. Defendant Veritas Homes Refinishing LLC is an Ohio limited liability corporation registered with the Ohio Secretary of State.
2. Defendant Charles A. Jones is a natural person whose last known address is 557 River Pebble Dr. Blacklick, Ohio 43004.
3. Defendant Jones directed, supervised, approved, formulated, authorized, ratified, benefitted from, and/or otherwise participated in the acts and practices of Veritas Homes Refinishing LLC as described in the Complaint and in this Order.
4. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling home improvement goods and services to consumers at their residences.
5. Defendants contracted with consumers to provide home improvement goods and services including disaster recovery, additions, and home remodeling.

6. Defendants accepted down payments for home improvement goods and services including disaster recovery, additions, and home remodeling.
7. In some instances, after accepting money from consumers for these goods and services, Defendants failed to deliver the goods and services to consumers and allowed more than eight weeks to elapse without delivering the promised goods and services or making a full refund.
8. In some instances, Defendants commenced work upon consumers' property, but the work done was shoddy, substandard and unworkmanlike.
9. In some instances, Defendants commenced work upon consumers' property without first securing the requisite permits, registrations, or licenses to perform the contracted work.
10. In some instances, Defendants commenced work upon consumers' property but failed to complete the work for which they contracted and abandoned the worksite after partial performance.
11. In some instances, Defendants maintained a pattern of inefficiency and incompetence in performing the home improvement services for which they were contracted and continually stalled and evaded their legal obligations to consumers.
12. Consumers who either did not receive the goods and services for which they contracted, received only part of the goods or services, or received goods and services that were performed in a shoddy and unworkmanlike manner requested refunds from Defendants.
13. Defendants did not provide refunds to consumers for whom they did not properly deliver the promised goods and services.

CONCLUSIONS OF LAW

14. 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.

15. The actions of Defendants have occurred in Ohio, including in Cuyahoga County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
17. Venue in this Court is proper, pursuant to Ohio Civ.R. 3(C)(1)-3(C)(3), because Cuyahoga County is where the Defendants conducted activities that gave rise to Plaintiff's claim for relief.
18. Defendants are each a "supplier" as that term is defined in R.C. 1345.01(C) because, at all relevant times herein, Defendants engaged in the business of effecting "consumer transactions" by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).
19. Defendants engaged in unfair and deceptive acts and practices in violation of the CPSA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 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 within eight weeks, and failing to provide full refunds.
20. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by performing shoddy and substandard work and then failing to correct such work.
21. Defendants engaged in unfair and deceptive acts and practices in violation of R.C.

1345.02(A) and 1345.02(G) by accepting payments from consumers and beginning work at consumer residences without securing the requisite permits, registrations, or licenses to perform the contracted work.

22. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by accepting partial payment from consumers and beginning work at consumers' residences, but abandoning the work sites and failing to complete performance of the contracted work.
23. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by maintaining a pattern of inefficiency and incompetence in performing the home improvement services contracted for and continually stalling and evading their legal obligations to consumers.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants, doing business under their own names 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. and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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 restitution in the total amount of \$187,351.91 for distribution to the following four consumers:

- | | |
|----------------------|-------------|
| 1. Nicholas Caporale | \$2,200.00 |
| 2. Tiffany Sinclair | 85,061.75 |
| 3. Anthony Martin | \$79,919.00 |
| 4. Lashana Wolfe | \$20,171.16 |

Total	\$187,351.91
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D. 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), jointly and severally liable to pay the Attorney General civil penalties, in a total amount of \$125,000.00.

E. The \$312,351.91 due to the Ohio Attorney General's Office under 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

F. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.

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

H. Defendants are **ORDERED** to pay all court costs.

IT IS SO ORDERED.

10/17/24
DATE


JUDGE BRENDAN J. SHEEHAN

Prepared and submitted by

DAVE YOST
OHIO ATTORNEY GENERAL

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