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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

IN THE MATTER OF:)
) DOCKET No. 607584
Champion Opco, LLC)
)

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter “Assurance”) is entered into this 19th day of November 2024 by Champion Opco, LLC (“Champion” or “Supplier”) and Ohio Attorney General Dave Yost (collectively, the “Parties”). For purposes of this Assurance, “Champion” or “Supplier” shall mean Champion Opco, LLC and its subsidiaries, franchises, officers, partners, managers, successors, or assigns and all persons acting in concert or participation with them, through those or any other names, directly or indirectly, through any corporate device, partnership, association, or affiliation operating in, or serving consumers in the State of Ohio as described in Paragraph 5, infra.

WHEREAS, the Attorney General, having reasonable cause to believe that Supplier has engaged in acts and practices which violate the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., and having authority to investigate Supplier’s business practices pursuant to the authority granted the Attorney General by R.C. 1345.06; and

WHEREAS, R.C. 1345.06(F) of the CSPA grants the Attorney General the authority to enter into and accept an Assurance; and

WHEREAS, this Assurance is a promise in writing by Supplier of its intent to comply with and conduct its business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109-4-3-01 et seq.; and

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WHEREAS, Supplier, desiring to comply with all aspects of the CSPA, hereby voluntarily enters into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the Parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General's Consumer Protection Section agrees to terminate its current investigation of Supplier's business practices and actions that occurred on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Supplier agrees to comply with all the terms of this Assurance and to conduct its business in compliance with all applicable Ohio laws including, without limitation, the CSPA and its Substantive Rules.

BACKGROUND AND STATEMENT OF FACTS

- (4) Champion is a Delaware limited liability company with its primary place of business located at 12121 Champion Way, Cincinnati, Ohio 45241.
- (5) By signing this agreement, Champion represents that it has authority to act on behalf of and bind the following affiliated companies: Champion Window Manufacturing and Supply Co., LLC, Champion Window Company of Akron LLC, Champion Window Company of Charleston LLC, Champion Window Company of Cleveland LLC, Champion Window Company of Columbus LLC, Champion Window Company of Dayton LLC, Champion Window Company of Ft. Wayne LLC, Champion Window Company of Pittsburgh LLC, Champion Window Company of South Bend LLC, Champion Window Company of Toledo LLC.

- (6) Supplier offers consumer goods and services to Ohio consumers for installation in their residences, specifically, the advertising, sale, and installation of standard, replacement, and custom windows, patio enclosures, sunrooms, vinyl siding, and entry doors.
- (7) Champion is a “supplier” as the term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, it engaged in the business of effecting “consumer transactions,” by offering consumer goods and services to individuals for purposes that were primarily personal, family, or household as defined in R.C. 1345.01(A).
- (8) Supplier routinely entered into contracts with consumers that included a 30% liquidated damages clause that required payment by the consumer to Supplier if the consumer canceled the contract. The liquidated damages were not reasonably related to the costs incurred by Supplier, including that the 30% charge might not accurately reflect the actual costs incurred. Supplier did not waive the liquidated damages even when Supplier failed to deliver windows more than 8 weeks after they were ordered.
- (9) Supplier entered into contracts with consumers for the purchase of custom sized windows and doors for their residences. Supplier was responsible for measuring window openings to ensure that properly sized windows were ordered, delivered and installed in consumers’ residences. Supplier’s employees repeatedly failed to accurately measure window openings, which caused numerous delays in completing the installation of consumers’ windows and doors.
- (10) Supplier’s salespersons acted on behalf of Supplier as the point of contact with individual consumers. In some cases, when a salesperson discontinued his employment with Supplier, consumers did not know who to contact regarding their projects, even though Supplier instructed consumers in their contracts and through other channels to call the general office

phone numbers. In some cases, when consumers contacted Supplier at the designated phone numbers, Supplier failed to respond to consumer questions about the contracted goods and services in a timely or accurate manner. In some cases, this caused delays in the delivery and the installation of windows and doors.

- (11) In some cases, from approximately May of 2020 through approximately May of 2022, Supplier failed to respond or timely respond to consumer complaints made by consumers directly to the Supplier or to third party entities such as the Ohio Attorney General's Office and the Better Business Bureau. In some cases, this caused delays in the delivery and installation of windows and doors, and in the resolution of consumer complaints.
- (12) Supplier's conduct, and that of its subsidiaries/franchisees, violated the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., and harmed consumers.

COMPLIANCE PROVISIONS

- (13) Supplier shall not violate the CSPA, R.C. 1345.01 et seq., or its Substantive Rules, O.A.C. 109-4-3-01 et seq., and specifically:
 - a. Supplier shall not violate the CSPA, R.C. 1345.02(A) by engaging in inadequate and unfair customer service practices.
 - b. Supplier shall not violate R.C. 1345.03(B)(5) by entering into consumer contracts the Supplier knows are substantially one-sided in favor of the Supplier, for example such as charging consumers a flat fee upon cancellation when that fee is not reasonably related to the actual costs or expenses incurred by Supplier, including that the 30% charge might not accurately reflect the actual costs incurred.
 - c. Supplier shall not violate R.C. 1345.02(A) by committing unfair or deceptive acts or practices such as failing to properly train its employees and/or subcontractors to

accurately measure window openings, resulting in delayed delivery and installation of properly fitting windows and doors.

- d. Supplier shall not violate R.C. 1345.02(A) and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by failing to deliver the promised goods and services in a timely manner, making misleading representations to consumers who are experiencing delivery delays, and failing to maintain communication with these consumers when the consumers' point of contact is no longer employed by Supplier.

- (14) If Supplier continues to include a liquidated damages clause in its consumer contracts, any liquidated damages must be directly related to the actual costs or expenses incurred by Supplier at the time of cancellation.
- (15) Supplier confirms that it continues to update its training program for employees and contractors regarding accurate measuring of window and door openings.
- (16) Supplier agrees to negotiate in good faith and resolve any future consumer complaints filed with the Attorney General's Office after the Effective Date of this Assurance concerning Supplier's conduct before or after the Effective Date of this Assurance.

GENERAL PROVISIONS

- (17) By accepting this written Assurance, the Attorney General agrees to terminate the Consumer Protection Section's current investigation into Supplier's business practices occurring prior to the Effective Date of this Assurance, related to Supplier's home improvement services.
- (18) Supplier understands and agrees that this Assurance applies to Supplier regardless of what business name it uses, including to any new names it may use in the future, as well as to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors, and assigns.

- (19) This Assurance shall be governed by the laws of the State of Ohio.
- (20) This Assurance is entered into by Supplier of its own free and voluntary act, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (21) This Assurance does not constitute an approval by the Attorney General of any of the Supplier's business practices, and Supplier shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned, or approved any part or aspect of its business practices.
- (22) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supersedes any and all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
- (23) The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (24) This Assurance constitutes a public record and shall be filed in the Attorney General's Public Inspection File pursuant to R.C. 1345.05(A)(3).

PAYMENT TO THE STATE

- (25) As part of the consideration for termination of the Attorney General's investigation of Supplier under the CSPA, Supplier shall pay the Attorney General \$25,000 as reimbursement for investigative and administrative costs associated with this matter. This

payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided in R.C. 1345.51. Total payment of this amount shall be made by delivering a certified check or money order, containing the code "CPS" in the memo line and payable to the "Ohio Attorney General's Office," to:

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

PENALTIES FOR FAILURE TO COMPLY

- (26) The Attorney General may assert any claim that Supplier has violated this Assurance in a separate civil action to enforce the terms of this Assurance against Supplier, and the Court shall apply applicable standards of law to determine damages for any subsequent violations, which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.
- (27) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA or its Substantive Rules by Supplier. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, if presented after the violation in an action brought under the CSPA.
- (28) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Supplier under any legal authority granted to the Attorney General:
- a. With respect to the transactions that are the subject of this enforcement action if the terms of the Assurance are not fully obeyed; or,
 - b. With respect to transactions or occurrences that are not the subject of this Assurance.

(29) This Assurance shall in no way exempt Supplier from any other obligation imposed by law, and nothing contained herein shall relieve Supplier of any legal responsibility for any acts or practices it has engaged in other than those specifically addressed by this Assurance.

WHEREFORE, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

**DAVE YOST
ATTORNEY GENERAL**

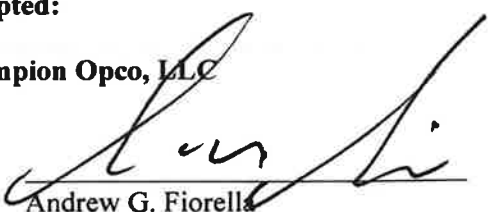
By: Paige E. Weinstein
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Date: 11/19/2024

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Date: NOVEMBER 19, 2024