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

STATE OF OHIO EX REL ATTORNEY GENERAL  
DAVE YOST

Plaintiff

JASON ROCHA, ET AL  
Defendant

Case No: CV-23-984428

Judge: EMILY HAGAN

**JOURNAL ENTRY**

96 DISP.OTHER - FINAL

CONSENT JUDGMENT ENTRY FILED. 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.

OSJ

Judge Signature

Date

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

**FEB 04 2025**

CONSUMER PROTECTION SECTION  
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**FILED**

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

STATE OF OHIO *ex rel.*  
ATTORNEY GENERAL  
DAVE YOST

Plaintiff,

v.

JASON ROCHA, et al.

Defendants.

)  
) CASE NO. 984428  
)  
) JUDGE EMILY HAGAN  
)  
) **CONSENT JUDGMENT AND**  
) **FINAL AGREED ORDER AND**  
) **ENTRY AGAINST DEFENDANTS**  
)

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**PREAMBLE**

This matter came upon the filing of a complaint by Plaintiff, the State of Ohio *ex rel.* Attorney General Dave Yost, charging Defendants Jason Rocha and Good Measure Contracting LLC ("GMC") (collectively, "Defendants") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

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

**FINDINGS OF FACT**

1. Defendant Good Measure Contracting, LLC ("GMC") is an Ohio limited liability company.
2. Defendant Jason Rocha is an individual whose address is 2100 Clarence Avenue

Lakewood, Ohio 44107.

3. Defendant GMC has its principal place of business at 7515 Pearl Road, #1B, Middleburg Heights, Ohio 44130.
4. Defendants Rocha and GMC solicited consumers to purchase home improvement goods and services, including roof and siding installations and repairs, to consumers in Ohio, including Cuyahoga County.
5. Defendants accepted down payments for home improvement goods and services, including roof and siding installations and repairs.
6. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants did not provide any goods or services, or provide refunds for goods or services not delivered.
7. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants provided some goods or services but did not provide the full goods or services contracted for, or complete the work contracted for in a reasonable time.
8. In some cases, Defendants accepted partial payment for the home improvement and repair services, and started performance of the services, but thereafter abandoned the work site and failed to complete performance.
9. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants failed to obtain the necessary permits, licenses, or registrations required by local, county or state laws.

### **CONCLUSIONS OF LAW**

10. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
11. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3).
12. 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.
13. Defendants were "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting and soliciting "consumer transactions" by soliciting individual consumers in the State of Ohio to purchase home improvement goods and services, including roof and siding installations and repairs, that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
14. Defendant Rocha at all times pertinent to this action directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day-to-day activities and practices of GMC.
15. Defendants 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 services and then permitting more than eight weeks to elapse without providing the services 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 or services of equal or greater value as a good faith substitute.

16. Defendants violated the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and began work at consumers' residences but abandoned the work site and refused to complete performance of the contracted work.
17. The acts and practices described above 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).
18. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting deposits from consumers without having permits or being licensed to perform the contracted work.
19. The acts and practices described above 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).

#### **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.*, is hereby GRANTED.
- B. Defendants, doing business under their own names or any other names, together with their 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 or its Substantive Rules , O.A.C. 109:4-3-01 *et seq.*, including, without limitation, violations of the specific statutes described in this Consent Judgment.

- C. Pursuant to 1345.07(B), Defendants are ORDERED, jointly and severally, to pay \$12,684.94 in consumer reimbursement. Payment of the foregoing amount shall be a one-time payment, paid in full due on or before January 5, 2025. The payments will be distributed, at the discretion of the Plaintiff to the following consumer in the amount set forth below:

Last Name	First Name	Amount
Nowicki	Ryan	\$12,684.94

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, jointly and severally, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$4,000.00.
- E. The payments ordered in Paragraphs C, D and E above shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

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

- F. 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 shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

- G. Defendants are hereby notified that if they fail 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.
- H. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants 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.
- I. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- J. Defendants shall pay all court costs associated with this action.

**IT IS SO ORDERED.**

2/3/25  
DATE

Emily Hagan  
JUDGE

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

DAVE YOST  
Ohio Attorney General

By: /s/ DSTH  
DREW A. SMITH (0070188)  
Assistant Attorney General  
Consumer Protection Section  
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*Counsel for Defendant*

Good Measure Contracting LLC.

By: /s/ [Signature]  
Jason Rocha  
Defendant

/s/ [Signature]  
Jason Rocha  
Defendant