

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: 2022 CV 008146
)	Judge Aveni
Plaintiff,)	Magistrate Skeens
v.)	
)	
DARYL RENARD ALLEN)	
INDIVIDUALLY AND DBA)	
GOOD NEWS BUILDERS, <i>et. al.</i>)	
)	
Defendants.)	

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ATTORNEY GENERAL OF OHIO

FEB 06 2025

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Order and Entry Granting Default Judgment Against Defendant

Plaintiff, the State of Ohio ex rel. Attorney General Dave Yost ("Plaintiff") commenced this action on November 18, 2022, filing its Complaint against Defendants Daryl Renard Allen, Shane Michael Bates, Bernard Crist and Columbus Deck Company LLC. The Complaint alleged violations of the Ohio Consumers Sales Practices Act ("CSPA"), R.C. 1345.01 *et. seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* and sought declaratory relief, injunctive relief, restitution to injured consumers, and civil penalties. Plaintiff amended its Complaint on August 15, 2023, to name two additional defendants, Charles A. Brown III and Capital Deck Company LLC.

On June 18, 2024, and on October 31, 2024, this Court held default hearings and rendered default judgments in favor of the Plaintiff against all six Defendants - Defendants Daryl Allen, Shane Michael Bates, Bernard Crist, Charles A. Brown III, Columbus Deck Company LLC and Capital Deck Company LLC ("Defendants"). The Default Judgments included orders for

Defendants to pay civil penalties and restitution to all consumers injured by their conduct, in an amount to be determined at a damages hearing. On January 7, 2025, this Court held a damages hearing, at which Plaintiff requested permission to submit evidence of consumer damages and its argument for civil penalty through a memorandum in support of damages that included affidavit testimony. As Defendants did not object or appear at this hearing, this Court granted Plaintiff's request. Following the damages hearing, Plaintiff submitted its Memorandum in Support of Damages and Civil Penalties Against Defendants ("Damages Memo"), in which Plaintiff provided evidence supporting the amount of civil penalties and consumer damages requested.

Plaintiff submitted evidence, including the affidavits of seventeen consumers, supporting its request for consumer damages and civil penalties. The consumers attested to the damages they suffered as a result of Defendants' violations. The evidence established that each of the consumers sustained monetary damages in connection with Defendants' home improvement business. The Court finds that consumers sustained damages in the total amount of \$204,662.80.

In its Damages Memo, Plaintiff also justified the basis for the amount of civil penalties requested pursuant to R.C. 1345.07(D). Plaintiff provided evidence of Defendants' violations of the CSPA which, pursuant to R.C. 1345.07(D), permit the imposition of a civil penalty in the amount of at least \$75,000 against all Defendants and an additional \$25,000 against Defendant Allen. The Court finds Plaintiff's request well-taken.

Therefore, the Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Defendant Daryl Renard Allen is an individual residing at 2160 Leah Ln., Reynoldsburg, OH 43068.

2. Defendant Bernard Crist is an individual residing at 183 Hanstein Place #A, Groveport, OH 43125.
3. Defendant Shane Michael Bates is an individual residing at 3158 Eisenhower Rd., Columbus, OH 43224.
4. Defendant Charles A. Brown III is an individual residing at 1099 Oleny Dr., Columbus, OH 43227.
5. Defendant Columbus Deck Company, LLC is a limited liability company registered with the Ohio Secretary of State with a principal place of business at 3158 Eisenhower Rd., Columbus, OH 43224.
6. Defendant Columbus Deck Company, LLC's principal place of business was Defendant Bates's personal residence at the time of registration, 3158 Eisenhower Rd., Columbus, OH 43224. Defendant Bates is the registered agent for Defendant Columbus Deck Company, LLC.
7. Defendant Capital Deck Company, LLC is a limited liability company registered with the Ohio Secretary of State with a principal place of business at 3000 Main St., Columbus, OH 43213. Defendant Brown is the registered agent for Defendant Capital Deck Company, LLC.
8. Defendants Allen, Bates, and Brown at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Capital Deck Company, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

9. Defendants Allen and Bates, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Columbus Deck Company, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
10. Defendants Allen, Bates, Crist, and Brown engaged in some of the consumer transactions relevant to this action doing business as “Good News Builders”, an active trade name registered with the Ohio Secretary of State and with a principal place of business at 385 Beechtree Rd., Whitehall, OH 43213. Good News Builders was registered with the Ohio Secretary of State by Defendant Crist.
11. On December 4, 2019, the Attorney General filed a lawsuit against Defendant Allen alleging that he had violated the CSPA in connection with his provision of home improvement work. *State ex rel. Attorney General v. Daryl Allen, et. al.*, Franklin County Case No. 19 CV 009679.
12. In that previous lawsuit, the court granted a default judgment against Defendant Allen, and on January 4, 2021, the court entered a Final Judgment Entry and Order against him. Defendant Allen was ordered to pay \$47,920.90 in consumer damages and a \$50,000 civil penalty to the Ohio Attorney General’s Office. Defendant Allen was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed to the State of Ohio.
13. To date, Defendant Allen has not paid any of the consumer damages or civil penalties awarded by the Final Judgment Entry in Case No. 19 CV 009679.

14. In the time since the 2021 Final Judgment Entry, Defendant Allen, in cooperation with Defendants Crist, Bates, Brown, Capital Deck Company, LLC and Columbus Deck Company, LLC, and also using the name Good News Builders, solicited and sold home improvement goods and services, specifically deck construction, at the residences of consumers.
15. Because Defendant Allen was enjoined from engaging in consumer transactions in Ohio as a supplier while the Final Judgment Entry in Case No. 19 CV 009679 was unpaid, Defendant Allen enlisted Defendants Crist, Bates, and Brown to register new limited liability companies and business names with the Ohio Secretary of State.
16. Defendants each directly interacted with consumers in the solicitation, sale, and/or provision of home improvement goods and services, specifically deck construction.
17. Defendants entered into contracts with consumers to provide them home improvement goods and services, specifically deck construction.
18. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services, specifically deck construction.
19. Defendants did not have a retail business establishment with a fixed permanent location where goods are exhibited or the services are offered for sale on a continuing basis.
20. Defendants solicited and sold home improvement goods and services, specifically deck construction, to consumers and failed to deliver some of those goods and services within eight weeks.

21. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, specifically deck construction, and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
22. In some cases, after receiving payment, Defendants began to provide contracted services, but then failed to complete the work.
23. In some cases, after receiving payment, Defendants failed to perform any work.
24. When Defendants did perform contracted services, specifically deck construction, they did so in a manner that was substandard, shoddy and incomplete.
25. Defendants' performance of contracted services, specifically deck construction, in a substandard, shoddy, or incomplete manner has resulted in harm to consumers and required the consumers to pay additional money to have Defendants' work corrected and/or to complete the work Defendants were supposed to do.
26. During their solicitation and sale of home improvement goods and services, Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation form.
27. Defendant Allen uses pseudonyms such as Renard Allen to conceal from consumers that he is enjoined from acting as a supplier in the State of Ohio.
28. Defendant Allen has demonstrated a pattern of repeatedly opening new businesses using the names and address of collaborators to avoid resolving consumer complaints and to continue violating Ohio's consumer protection laws.

CONCLUSIONS OF LAW

29. The actions of Defendants, as described herein, have occurred in Franklin County and other counties in the State of Ohio, and, as set forth herein, are in violation of the Consumer CSPA, R.C. 1345.01 *et seq.* its Substantive Rules, Ohio Adm.Code. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
30. The 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.
31. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
32. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Franklin County is where Defendants conducted activity that gave rise to the claims for relief.
33. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for home improvement goods and services for a fee, specifically deck construction, to “consumers” for purposes that were primarily for personal, family, or household use as those terms are defined in R.C. 1345.01(A), (C), and (D).
34. Defendants engaged in “home solicitation sales” as “sellers” as that term is defined in R.C. 1345.21, as they made personal solicitations and sales of their goods and services at the residences of “buyers,” within the meaning of R.C. 1345.21(A), (C) and (D).
35. Defendants committed in unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A) and the CSPA, R.C. 1345.02(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 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.

36. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement goods and services, specifically deck construction, in an incomplete, substandard, shoddy, and/or unworkmanlike manner.
37. Defendant Allen committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by soliciting and engaging in new consumer transactions while having unsatisfied consumer protection judgments rendered against him.
38. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendants procured the sale of consumer goods or services at the residents of consumers.
39. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and the HSSA, R.C. 1345.23, by failing to include appropriate cancellation language in the contracts entered into with consumers, or giving consumers a separate, appropriately worded “notice of cancellation” required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).
40. The acts or practices described in Conclusions of Law Paragraphs 35-37 and 39 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).

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

- A. Defendants, doing business under their own names, the names Capital Deck Company LLC, Columbus Deck Company LLC, Good News Builders, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, directly or indirectly, are PERMANENTLY ENJOINED 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, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
- B. It is DECLARED that the acts and practices committed by Defendants, as set forth above, violate the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio 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 1345.07(B), Defendants are ORDERED jointly and severally liable to pay damages owed to consumers injured by their conduct in the amount of \$204,662.80 to be paid to and distributed by the Attorney General to the consumers as specified on the attached Addendum A.
- 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 liable to pay civil penalties, pursuant to R.C. 1345.07(D), in the amount of \$75,000.
- E. Based on the above findings that Defendant Allen committed unfair and deceptive acts and practices in violation of the CSPA while having an outstanding consumer protection

judgment against him, Defendant Allen is ORDERED liable to pay an additional civil penalty, pursuant to R.C. 1345.07(D), in the amount of \$25,000.

- F. The amounts due to the Attorney General under this Judgment shall be made upon entry of the Judgment by delivering a certified check or money order payable to the “Ohio Attorney General’s Office” and delivered to:

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

- G. Defendants are ENJOINED from engaging in business as a supplier in any consumer transactions with Ohio consumers until he has satisfied all financial liabilities arising from the subsequent damages hearing.
- H. Defendants are ORDERED to pay all costs in bringing this action, including, but not limited to, the costs of collecting this judgment.
- I. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED

DATE

JUDGE AVENI

Submitted by:
DAVE YOST

Ohio Attorney General

/s/ Christopher Ramdeen

Christopher Ramdeen (0095623)

Assistant Attorney General

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Columbus, Ohio 43215-3400

Phone: (614) 995-1577

Christopher.Ramdeen@OhioAGO.gov

Counsel for Plaintiff, State of Ohio

ADDENDUM A: CONSUMER DAMAGES SUMMARY

Last Name	First Name	City	County	State	Amount
Bauer	James	Delaware	Delaware	OH	\$29,148.00
Berkey	Karen	Columbus	Franklin	OH	\$4,880.00
Davis	Susan	Pataskala	Licking	OH	\$11,766.00
Federer	Lana	Pickerington	Franklin	OH	\$2,600.00
Fout	Janice	Canal Winchester	Franklin	OH	\$10,488.00
Fulton	Kenya	Groveport	Franklin	OH	\$4,834.00
Gatewood	Maureen	Pickerington	Franklin	OH	\$18,023.00
Harding	Shane	Grove City	Franklin	OH	\$19,632.80
Lyles	Alice	Groveport	Franklin	OH	\$2,600.00
Mannava	Partha	Lewis Center	Delaware	OH	\$9,333.00
Matthews	Deborah	Johnstown	Licking	OH	\$7,000.00
Merckle	Angela	Columbus	Franklin	OH	\$27,000.00
Michaels	Ben	Worthington	Franklin	OH	\$5,500.00
Pandian	Amutha	Powell	Delaware	OH	\$26,526.00
Pumphrey	Melinda	Circleville	Pickaway	OH	\$8,666.00
Swansinger	Kris	Powell	Delaware	OH	\$10,000.00

TOTAL: \$197,996.80

Franklin County Court of Common Pleas

Date: 02-05-2025
Case Title: STATE OF OHIO ATTORNEY GENERAL -VS- DARYL R ALLEN
ET AL
Case Number: 22CV008146
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'C. Aveni II', is written over a faint circular official seal of the Franklin County Court of Common Pleas.

/s/ Judge Carl A. Aveni II

Court Disposition

Case Number: 22CV008146

Case Style: STATE OF OHIO ATTORNEY GENERAL -VS- DARYL R
ALLEN ET AL

Final Appealable Order: Yes