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CONSUMER PROTECTION SECTION
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IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	Case No: 24 CV H 09 1000
DAVE YOST,)	
)	JUDGE JAMES P. SCHUCK
Plaintiff,)	
v.)	FINAL JUDGMENT ORDER AND
)	ENTRY AGAINST DEFENDANTS
1ST CHOICE RENEW, LLC, <i>et al.</i> ,)	
)	
Defendants.)	

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment Against Defendants ("Motion for Default"). Plaintiff filed its Complaint on September 30, 2024, against Defendants 1st Choice Renew, LLC ("1st Choice") and Aaron Cowans ("Cowans")(collectively, "Defendants"), and service was perfected upon the Defendants on January 13, 2025, in accordance with Civ.R. 4.1(B). Defendants have failed to make an appearance, file an answer, or otherwise defend against this action. The Court finds Plaintiff's Motion for Default to be well-taken and hereby **GRANTS** a Default Judgment against the 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 relief, consumer damages, civil penalties, and injunctive relief. To prove consumer damages, attached to the Motion for Default were the sworn affidavits of eleven consumers who attested to the monetary damages they suffered due to Defendants' violations of law.

Upon review of Plaintiff's monetary requests in the Motion for Default, the Court concludes that the evidence establishes that the eleven consumers who submitted affidavits sustained monetary damages totaling \$178,427.47. The Court further concludes that the imposition

of \$125,000.00 in civil penalties against the Defendants is appropriate and permitted by R.C. 1345.07(D).

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

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

FINDINGS OF FACT

1. Defendant Cowans is a natural person with a last known address at 1790 Rocky Road, Chillicothe, Ohio 45601.
2. Defendant 1st Choice is a domestic limited liability company registered with the Ohio Secretary of State on or about April 7, 2022.
3. Defendant Cowans at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant 1st Choice, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
4. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Delaware County.
5. The home improvement goods and services offered by the Defendants included both outdoor and indoor home improvements, and include but are not limited to, repairing and replacing roofs, repairing and replacing flooring and remodeling basements, bedrooms, and bathrooms.
6. Defendants maintained a warehouse location at 1509 Blatt Blvd., Gahanna, Ohio, but they

did not have a retail business establishment having a fixed permanent location where goods were exhibited, or services were offered for sale on a continuing basis.

7. Defendants entered into contracts with consumers to provide them home improvement goods and services, that include but are not limited to, repairing and replacing roofs, repairing and replacing flooring and remodeling basements, bedrooms, and bathrooms.
8. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services.
9. In some instances, after receiving payments or deposits from consumers for the contracted home improvement goods and services, Defendants did not deliver the goods or services within eight weeks from the date of the contract or date of promised performance.
10. In some instances, when Defendants did not deliver the goods and services within eight weeks, Defendants did not make a full refund, advise the consumers of an extended delay and offer a refund within two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.
11. In some instances, after receiving payment, Defendants failed to provide any of the contracted home improvement goods and services.
12. In some instances, after receiving payment, Defendants provided some of the contracted home improvement goods and services, but then abandoned worksite without completing the same.
13. Despite consumers' demands to do so, Defendants have not refunded consumer deposits and/or payments for the contracted home improvement goods and services that the Defendants failed to provide.
14. In some instances, Defendants provided the contracted home improvement goods and

services in a shoddy, substandard, and unworkmanlike manner.

15. In some instances, Defendants failed to correct or repair the home improvement goods and services performed in a shoddy, substandard, and unworkmanlike manner.
16. In some instances, Defendants agreed to provide refunds to consumers for the contracted home improvement goods and services they either did not provide or provided in a shoddy, substandard, and unworkmanlike manner, but then Defendants either didn't provide the refunds or issued checks for the refunds that were returned for insufficient funds.
17. In the sale of their home improvement goods and services to consumers, Defendants represented to consumers in some instances that they were covered by a surety bond when they were not.
18. In the sale of their home improvement goods and services to consumers, Defendants failed to properly notify consumers of their rights to cancel their transactions.
19. In the sale of their home improvement goods and services to consumers, Defendants failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
20. In May 2022, the Ohio Attorney General's Office filed a lawsuit in the Franklin County Court of Common Pleas against Defendant Cowans and two other home improvement entities he owned and operated, 1st Pick Home Improvement, LLC and Cowans Home Improvement, LLC. The case was styled as *State of Ohio ex rel. Attorney General Dave Yost vs. 1st Pick Home Improvement, LLC, et al.* Case No. 22 CV 003512. (the "Prior Cowans Litigation").
21. A default judgment was entered in the Prior Cowans Litigation on May 1, 2023 (the "Prior Cowans Judgment").

22. The Prior Cowans Judgment, among other relief, (a) declared that Defendant Cowans and his two entity defendants violated the Consumer 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.*, for deceptive acts and practices similar to those set forth herein; (b) ordered them to pay \$92,340.67 in consumer damages and \$75,000.00 in civil penalties; and (c) enjoined them from further violating the CSPA and HSSA and from operating as suppliers in the State of Ohio until all monetary amounts awarded were satisfied. To date, all monetary amounts remain wholly unsatisfied.
23. The consumers that contracted with the Defendants for their home improvement goods and services incurred monetary damages as a result of the Defendants' acts or practices described above.
24. Some of the consumers that incurred the monetary damages entered into their contracts with the Defendants after the Prior Cowans Judgment was entered.

CONCLUSIONS OF LAW

25. The Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, 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.
26. The actions of Defendants described herein occurred in Delaware County and other counties in the State of Ohio and, as set forth herein, 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.*
27. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C.

1345.04 of the CSPA.

28. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Delaware County is where some of the transactions complained of, and out of which this action arises, have occurred.
29. Defendants are “suppliers,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of effecting “consumer transactions” by soliciting, offering for sale and selling home improvement goods and services to individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
30. Defendants each engaged in “home solicitation sales” as “sellers” as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).
31. Defendants committed unfair or deceptive acts or 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 more than eight weeks to elapse without making delivery, 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.
32. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers to provide home improvement goods and services, including those described herein, but then providing some of the contracted home improvement goods and services in a shoddy, substandard, and unworkmanlike manner

without correcting the same.

33. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning to provide contracted home improvement goods and services, including those described herein, but then abandoning the consumer residence worksites without completing the same.
34. Defendant Cowans committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to comply with the May 21, 2023 Prior Cowans Judgment prohibiting him from engaging in consumer transactions in Ohio as a supplier while not having satisfied the monetary obligations in the judgment.
35. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by entering into agreements with consumers at their residences to provide home improvement goods and services, but then failing to give proper notice to consumers of their right to cancel their transactions and failing to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
36. The acts or practices described above in Paragraphs 31 through 35 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. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that each act or practice committed by the Defendants violates 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.

- B. Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under their own or any other names, are hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2) from engaging in the acts and practices described of herein, including, without limitation, those described in the Conclusions of Law Paragraphs 31 through 35, 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.*
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED jointly and severally, to pay consumer damages in the total amount of \$178,427.47 to the Consumer Protection Section of the Attorney General's Office, to be deposited into the Consumer Protection Section's holding account for distribution to the following eleven Consumers in the amounts identified:

<u>Last Name</u>	<u>First Name</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Chon	Jeanie	Dublin	OH	\$43,680.00
Dew	Ryan	Plain City	OH	\$12,699.50
Erlichman	Michael	Blacklick	OH	\$7,476.78
Gillespie	Ryan	Lewis Center	OH	\$5,040.00
Kelly	Taronda	Obetz	OH	\$10,775.00
Reed	Rita	Gahanna	OH	\$5,200.00
Shoaf	Robert	Dublin	OH	\$35,005.50
Sipes	Michael	Blacklick	OH	\$2,360.00
Stark	Colt	Delaware	OH	\$10,575.00
Theaker	Megan	Delaware	OH	\$16,181.25
Woodward	Kathleen	Dublin	OH	\$29,434.44
				\$178,427.47

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), jointly and severally liable to pay a civil penalty to the Ohio Attorney General's office in the amount of \$125,000.00, which and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Delaware County Treasurer, per R.C. 1345.07(G).
- E. The money due to the Attorney General's Office under Paragraphs C and D 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
- F. Defendants, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, are hereby ENJOINED from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action and any other outstanding consumer protection judgments have been satisfied.
- G. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.


JUDGE JAMES P. SCHUCK

THIS IS A FINAL APPEALABLE ORDER
THERE IS NO JUST CAUSE FOR DELAY

The Clerk is ordered to serve upon all parties not in default to appear, notice of the judgment and date of entry upon the journal within three days of journalization.

Entry Prepared and Submitted By:

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