

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

STATE OF OHIO ex rel.  
ATTORNEY GENERAL DAVE YOST  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

Plaintiff,

V.

ROBERT J. COLLINS, individually and  
d/b/a BUCKEYE ROOFING SOLUTIONS LLC  
8060 Jefferson Road  
Carroll, Ohio 43112

and

BUCKEYE ROOFING SOLUTIONS LLC  
8060 Jefferson Road  
Carroll, Ohio 43112

Defendants.

CASE NO.

JUDGE

**COMPLAINT AND REQUEST  
FOR DECLATORY JUDGMENT,  
INJUNCTIVE RELIEF,  
CONSUMER DAMAGES, AND  
CIVIL PENALTIES**

## JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07.
2. The actions described below of Defendants Buckeye Roofing Solutions LLC and Robert J. Collins, individually and doing business as Buckeye Roofing Solutions LLC (“Defendants”), have occurred in the State of Ohio, including in Franklin County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Franklin County is where Defendants conducted some of the transactions complained of herein.

**DEFENDANTS**

5. Defendant Robert J. Collins (“Collins”) is a natural person who, upon information and belief, resides at 8060 Jefferson Road, Carroll, Ohio 43112.
6. Defendant Buckeye Roofing Solutions LLC (“Buckeye”) is an Ohio limited liability corporation.
7. Defendant Collins is the owner of Defendant Buckeye.
8. Defendants represented to consumers that Defendant Buckeye had an office located 4449 Easton Way, Columbus, Ohio 43219.
9. Defendant Collins did business using the name Buckeye Roofing Solutions LLC.
10. Defendant Collins did business using the name United Home Solutions LLC.
11. Defendant Collins directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Buckeye, as described in this Complaint.
12. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services to consumers.
13. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and

services to individuals in Franklin County and other counties in Ohio for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

14. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

### **STATEMENT OF FACTS**

15. On March 4 2019, the Attorney General filed a lawsuit against Collins and his previous business, United Home Solutions LLC, in the Hamilton County Court of Common Pleas alleging that they had violated the CSPA while doing home improvement work. *State ex rel. Yost v. United Home Solutions LLC*, Hamilton County Case No. A1901122.
16. Defendant Collins ignored the Attorney General’s 2019 lawsuit, and the Court granted a default judgment against him and United Home Solutions LLC, finding violations of all counts alleged in the complaint. On December 11, 2019, the Court entered a Final Judgment Entry and Order (“Final Judgment”) against Collins and United Home Solutions LLC that included injunctive relief and assessed damages and civil penalties. Collins and United Home Solutions LLC were ordered, jointly and severally, to pay to the Attorney General’s Office \$14,413.39 in consumer damages and a \$25,000 civil penalty. Collins and United Home Solutions LLC were also enjoined from engaging in consumer transactions in Ohio as suppliers until they have paid all civil penalties and damages owed to the State of Ohio pursuant to the judgment. [Final Judgment, attached as Exhibit 1]

17. To date, Collins and United Home Solutions LLC have not paid the Attorney General any of the consumer damages or civil penalties ordered by the Final Judgment in *State ex rel. Yost v. United Home Solutions LLC*, Hamilton County Case No. A1901122.
18. In the time since the 2019 Final Judgment, Defendants Collins and Buckeye have solicited and sold home improvement goods and services to consumers.
19. Defendants solicited and sold home improvement goods and services at the residences of consumers.
20. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
21. In some instances, consumers filed insurance claims to repair storm or water damage to their homes, and Defendants convinced the consumers to pay them by signing over their insurance checks.
22. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
23. Defendants entered into home improvement transactions with certain consumers without providing contracts.
24. When Defendants did use contracts in their transactions with consumers, their contracts did not properly notify consumers about the consumers' right to cancel the contract.
25. Defendant Buckeye's contracts specified that consumers' checks should be made payable to Robert Collins.
26. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.

27. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
28. For some consumers, Defendants began to provide the services but did not complete the work.
29. Consumers who did not receive their goods or services requested refunds from Defendants.
30. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
31. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

**FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-One (1-31) of this Complaint.
33. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 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, and failing to provide full refunds.

**Count II – Shoddy Workmanship**

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-One (1-31) of this Complaint.

35. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.
36. Such acts or practices 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).

**Count III – Soliciting Work While Having an Unpaid Judgment**

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-One (1-31) of this Complaint.
38. Defendant Collins engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by soliciting consumers for home improvement repairs and services while having an unpaid judgment arising from previous consumer transactions.
39. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant Collins committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA**

**Count I – Failure to Provide Proper Notice of Right to Cancel**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-One (1-31) of this Complaint.
41. Defendants violated R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.

42. Such acts or practices 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).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names, the name United Home Solutions LLC, 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, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- B. DECLARE that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of Defendants as set forth in this Complaint.
- D. ASSESS, FINE, AND, IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.

- F. ISSUE A PERMANENT INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transactions with Ohio consumers.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

/s/ Tracy Morrison Dickens  
TRACY MORRISON DICKENS (0082898)  
Senior Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215  
614.644.9618  
tracy.dickens@ohioattorneygeneral.gov  
866.449.0989 (fax)  
*Counsel for Plaintiff State of Ohio*





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IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

STATE OF OHIO ex rel.  
ATTORNEY GENERAL  
DAVE YOST

Plaintiff

v.

UNITED HOME SOLUTIONS LLC, et al.

Defendants

ENTERED

DEC 11 2019

CASE NO. A 1901122

JUDGE RUEHLMAN

MAGISTRATE RENTZ

Final Judgment  
Entry and Order

COURT OF COMMON PLEAS  
ENTER  
HON. ROBERT P. RUEHLMAN  
THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE TAXED  
AS COSTS HEREIN.

FOR COURT USE ONLY

S. C.  
Line #:

12

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on May 13, 2019. On June 11, 2019, the Court issued an Order and Entry Granting Default Judgment ("Default Judgment Order") against Defendants Robert J. Collins ("Collins") and United Home Solutions LLC ("UHS") (collectively "Defendants"). In addition to granting the other relief Plaintiff requested, the Court ordered Defendants to pay civil penalties and consumer damages in amounts to be determined at a later date. The Court granted Plaintiff's request to present evidence of consumer damages via the submission of affidavits.

On September 24, 2019, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Damages Memo"). Plaintiff attached to its Damages Memo as evidence the sworn affidavits of four consumers, all of whom suffered monetary damages due to Defendants' unfair and deceptive acts and practices. Plaintiff's Damages Memo provided evidence in support of its requests for \$14,413.39 in consumer damages and \$25,000 in civil penalties.

The Court finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the four consumers who submitted affidavits sustained monetary

EXHIBIT

1



VERIFY RECORD

damages totaling \$14,413.39 and that the imposition of a \$25,000 civil penalty is appropriate and permitted by R.C. 1345.07(D).

Based on the above, the Court completely restates below the Findings of Fact, Conclusions of Law, and Orders that were originally included in the Court's Default Judgment Order. The court further issues new Orders specifying the consumer damages and civil penalty amounts that Defendants must pay.

### **FINDINGS OF FACT**

1. Defendant Collins is a natural person who resides at 7091 Wind River Drive, Reynoldsburg, Ohio 43068.
2. Defendant UHS is an Ohio limited liability corporation.
3. Defendant Collins is the owner of Defendant UHS.
4. Defendant UHS previously represented that it had an office located at 5554 Eureka Drive, Suite L, Hamilton, Ohio 45011.
5. Defendant Collins did business using the name United Home Solutions LLC.
6. Defendant Collins directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant UHS, as described in the Complaint and in this Order.
7. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services, including roofing installation and repair services, to consumers.
8. Defendants solicited and sold home improvement goods and services, including roofing installation and repair services, at the residences of consumers.

9. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
10. Defendants encouraged consumers to file insurance claims to fix their roofs, and then would have the consumers give them their insurance money when they received payment from their insurance companies.
11. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
12. Defendants' form contracts, which consumers sign, do not properly notify consumers about their right to cancel the contract.
13. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
14. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
15. For some consumers, Defendants began to provide the services but did not complete the work.
16. Consumers who did not receive their goods or services requested refunds from Defendants.
17. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
18. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

**CONCLUSIONS OF LAW**

19. The actions of Defendants described in the Complaint and in this Order have occurred in Ohio, including in Hamilton County, and, as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.
20. 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.
21. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
22. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), in that Hamilton County is where Defendants conducted some of the transactions complained of herein.
23. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Hamilton County and other counties in Ohio for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).
24. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

25. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 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, and failing to provide full refunds.
26. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.
27. Defendants violated the HSSA, R.C. 1345.23(B) and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.

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

- A. Pursuant to R.C. 1345.07(A)(2), Defendants Robert J. Collins and United Home Solutions LLC, 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 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, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules described herein.
- 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, O.A.C. 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, to pay \$14,413.39 in consumer damages. Such payment shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered within seven days to:

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

The consumer damages will be distributed to the following four consumers in the amounts set forth below:

Last Name	First Name	City	State	Amount
Calloway	Paul	Fayetteville	OH	\$4,663.68
Ibarra	Janna	Hamilton	OH	\$1,265.68
Lyons	Daniel	Amelia	OH	\$1,490.00
Malott	James	Milford	OH	\$6,994.03
			<b>TOTAL</b>	<b>\$14,413.39</b>

- 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 \$25,000. Such payment shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered within seven days to:

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

- E. Defendants are ENJOINED from engaging in business as suppliers in any consumer transactions in the state of Ohio until such time as they have satisfied all monetary

obligations ordered by this Court and any other Court in Ohio, in connection with a consumer transaction.

F. Defendants are ORDERED to pay all court costs.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE RUEHLMAN

Submitted by:

DAVE YOST  
Ohio Attorney General

**MAGISTRATE**

DEC 09 2019

**HAS SEEN**

/s/ Tracy Morrison Dickens  
Tracy Morrison Dickens (0082898)  
Senior Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215  
(614) 466-3999(phone)/(614) 466-8898 (fax)  
tracy.dickens@ohioattorneygeneral.gov  
Counsel for Plaintiff, State of Ohio