

IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

FILED  
LORAIN COUNTY

2014 MAR 20 A 8:59

STATE OF OHIO, ex rel.  
MICHAEL DEWINE  
ATTORNEY GENERAL OF OHIO

Plaintiff,

-vs-

MARK WALKER

Defendant.

CASE NO. 13-CV-18192 OF COMMON PLEAS  
JUDGE Mark Betleski  
RON HABAKOWSKI

RECEIVED  
ATTORNEY GENERAL OF OHIO

MAR 25 2014

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**DEFAULT JUDGMENT ENTRY AND ORDER AGAINST  
DEFENDANT MARK WALKER**

This cause came to be heard upon Plaintiff's Motion for Default Judgment Against Defendant Mark Walker pursuant to Civil Rule 55(A). Defendant was properly served and has failed to answer or otherwise plead or defend against this motion or appear before the Court. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court, based on that motion and Plaintiff's Complaint, hereby renders the following Default Judgment Entry and Order. Plaintiff's request to have consumer testimony submitted via affidavit is also granted. Final hearing on this matter is set for March 11, 2014.

### **FINDINGS OF FACT**

1. Defendant Mark Walker, doing business as All American Restoration LLC, an Ohio corporation which Defendant operated until its closure, solicited consumers for the construction of major home improvement repairs and services in Lorain County, and other counties in Ohio. Defendant Walker has personally allowed, directed, ratified or caused the unlawful acts or practices described herein. At all times herein, consumers received and relied upon statements and misrepresentations made by Defendant Walker, personally and in writing. Defendant Walker knew or should have known of the acts, or failure to act, and allowed, caused or ratified such acts and practiced described above.

2. Defendant Walker accepted payments for home improvement repairs and services, has failed to provide those ordered services and repairs, and failed to refund consumers' monies. Defendant failed to complete the contracts, failed to properly or completely install home improvement or roofing projects, and performed shoddy workmanship in those parts of the construction that were performed. Defendant accepted deposits on contracts and did so without having the proper registration, permits or licenses to perform the work contracted for. Defendant has unjustifiably delayed repayment of legitimate consumer claims for refunds for numerous months, and has failed to provide consumers with the home improvement repairs and services for which Defendant accepted payment from consumers.

### **CONCLUSIONS OF LAW**

1. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.

2. The business practices of the Defendant as described herein and in Plaintiff's Complaint are governed by the Consumer Sales Practices Act (CSPA"), R.C. 1345.01 et seq.

3. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interests of this state, is the proper party to commence this action under the authority of the CSPA, R.C.1345.07, and by virtue of his authority to protect the interest of the citizens of the State of Ohio.

4. Defendant Walker is a "supplier" as that term is defined in R.C. 1345.01(C), as he was engaged in the business of offering home improvement services and repairs for a fee in Lorain County and other counties throughout the State of Ohio within the meaning of R.C. 1345.01(A).

5. Defendant has committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Administrative Code 109:4-3-09(A)(2) (Failure to Deliver), by accepting monetary amounts for home improvement services and then failing to deliver those services to consumers and failing to refund the consumers' money within eight weeks.

6. Defendant has committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing substandard work and then failing to correct such work.

7. Defendant has committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by accepting deposits on contracts without having the proper permits or licenses to perform the work contracted for, and by failing to register as a general contractor in Avon, Ohio.

WHEREFORE, this Court ORDERS that:

1. Each act or practice of which Plaintiff complains violates the Consumer Sales Practices Act in the manner set forth in the Complaint.

2. Defendant Walker and his agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendant Walker, directly or indirectly, are PERMANENTLY ENJOINED from engaging in the acts or practices in violation of the CSPA, R.C. 1345.01 et seq.

3. Defendant Walker and his agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendant Walker, directly or indirectly, are PERMANENTLY ENJOINED from engaging in business in the State of Ohio as a supplier until all judgment ordered remuneration is paid, including any outstanding unsatisfied judgment arising out of a prior consumer transaction; and are further enjoined from engaging in the acts and practices of which Plaintiff complains.

4. Defendant Walker is ORDERED to maintain in his possession and control for a period of five (5) years all business records relating to Defendant's solicitation or effectuation of business in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable, twenty-four (24) hour notice, to inspect and/or copy any and all of said records, however stored, and further it is ORDERED that copies of such records be provided at Defendant's expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives;

5. Defendant Walker is liable for consumer restitution in the amount of One Hundred Forty One Thousand, Four Hundred and Thirty Five Dollars and Forty Eight Cents

(\$141,435.48) to those twenty-six consumers listed in Addendum "A", in the amounts referenced. Defendant is ORDERED to make full payment to the Ohio Attorney General for distribution to those consumers.

6. Defendant Walker is ASSESSED, FINED and Imposed civil penalties in the amount of Seventy Five Thousand Dollars (\$75,000.00) for the violations of the CSPA as set forth herein pursuant to R.C. 1345.07(D).

7. Plaintiff is GRANTED his costs in bringing this action.

8. Defendant Walker is ORDERED to pay all costs associated with this action.

IT IS SO ORDERED. FINAL ENTRY.

DATE

3/19/14

  
JUDGE Betleski

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

13CV181972

ADDENDUM "A"

CONSUMER LOSSES

Keith Addy	\$5,000.00	Michael Maverick	\$6,000.00
Steven Bland	\$6,353.00	Mary Mitchell	\$4,925.51
Kevin Criner	\$2,836.88	Joseph Mullen	\$4,460.33
Sandra Eick	\$11,920.44	Lisa Nose	\$5,500.00
Lorraine Emery	\$1,931.30	Juanita Persely	\$4,715.92
John Gordish	\$8,133.72	Mike Pizzoserrato	\$5,000.00
Anneliese Hausmann	\$9,979.23	Carl Russell	\$1,717.00
Mark Heideloff	\$6,600.00	Donald Stevens	\$9,716.19
Tom Hilton	\$3,400.00	Justin Storer	\$2,821.63
Kimberly Kistler	\$3,000.00	Robert Walker	\$6,568.58
Lisa Lee	\$6,142.98	Gary Ward	\$4,588.98
Danielle Lurry	\$1,893.52		
Clare Mahoney	\$4,700.28	<b>TOTAL:</b>	<b>\$141,435.48</b>
Paul Martoccia	\$13,529.99		