



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

STATE OF OHIO, EX REL. ATTORNEY GENERAL
DAVE YOST
Plaintiff

Case No: CV-22-967092

Judge: CASSANDRA COLLIER-WILLIAMS

CLE DOOR CO., LLC, ET AL
Defendant

JOURNAL ENTRY

92 DEFAULT - PARTIAL

ORDER GRANTING DEFAULT JUDGMENT AGAINST DEFENDANTS CLE DOOR CO., LLC AND JOSHUA ROBERTSON
ATTACHED AND ORDERED RECORDED. PARTIAL.

SO ORDERED.

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

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CONSUMER PROTECTION SECTION
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2023 APR -6 P 2:36
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CUYAHOGA COUNTY

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

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

PLAINTIFF,

v.

CLE DOOR CO., LLC, *et al.*,

DEFENDANTS.

CASE NO. 22-CV-967092

JUDGE COLLIER-WILLIAMS

**DEFAULT JUDGMENT ENTRY
AND ORDER AND ORDER FOR
DAMAGES AND OTHER
REQUESTED RELIEF AGAINST
DEFENDANTS CLE DOOR CO., LLC
AND JOSHUA ROBERTSON**

Plaintiff, the State of Ohio, commenced this action on August 8, 2022, filing its Complaint against Defendants CLE Door Co., LLC, Joshua Robertson, Matthew Petroff and Thomas DiNardi. The Complaint alleged violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 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 moved for default judgment on January 20, 2023. Defendants CLE Door Co., LLC and Joshua Robertson failed to respond.

On February 24, 2023, Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief As To Defendants CLE Door Co., LLC and Joshua Robertson ("Damages Memo"), in which Plaintiff submitted evidence, including an investigator affidavit, supporting the amount of consumer damages and civil penalties that Plaintiff was requesting. In his affidavit, Investigator Scott Massa attested to the damages the consumers suffered. The evidence established that the consumers sustained monetary damages after Defendants CLE Door Co., LLC and Joshua

Robertson ("Defendants") failed to provide the services for which Defendants accepted the consumers' payments, and that Defendants performed shoddy work, made misrepresentations to consumers, and failed to offer proper notice of a consumer's right to cancel the contracts. The Court finds that the consumers sustained damages in the amount of \$102,843.00.

In its Damages Memo, Plaintiff also justified the request for a \$75,000 civil penalty for Defendants. Plaintiff requested the civil penalty pursuant to R.C. 1345.07(D) and provided evidence of the Defendants' violations of the CSPA sufficient to warrant imposing a civil penalty. The Court finds Plaintiff's request for a civil penalty in the amount of \$75,000 to be well-taken.

Based on the evidence presented, the Court finds the Plaintiff's Motion for Default Judgment against Defendants CLE Door Co., LLC and Joshua Robertson to be well taken and hereby GRANTS the Motion pursuant to Civ. R. 55(A). The Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Defendant CLE Door Co., LLC was registered on July 15, 2015 with the Ohio Secretary of State as an Ohio Limited Liability Company.
2. Defendant Joshua Robertson is a natural person residing at 12075 Stormes Drive, Parma, Ohio 44130. Defendant is a co-owner of Defendant CLE Door Co., LLC.
3. Defendants provided home improvement goods and services to consumers, including soliciting, selling and installing garage doors, gutters and siding.
4. Defendants' business maintained a storage warehouse on 18524 Detroit Road, Rear, Lakewood, OH 44107.
5. Defendants did not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.

6. Defendants advertised or promised prompt delivery of their goods and services and failed to take reasonable action to insure prompt delivery.
7. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised, if at all.
8. Defendants required consumers to make a down payment for their goods and services at the time they entered into the sales contract.
9. After receiving a down payment, Defendants sometimes failed to deliver the product at all.
10. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
11. In some instances, Defendants have offered to issue a refund of consumer's deposits and then failed to do so.
12. Defendants failed to offer a three day right of rescission to consumers on their contracts.

CONCLUSIONS OF LAW

13. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Cuyahoga County is the county where Defendants are located and conducted activity giving rise to the claims for relief.
15. The Attorney General 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 R.C. 1345.01 *et seq.*
16. Defendants are each a "supplier," 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 the home improvement goods and services, including garage doors, gutters and siding, within the meaning of R.C. 1345.01(A).

17. Defendant Robertson, in part, controlled and directed the business activities and sales conduct of Defendant CLE Door Co., LLC, causing, personally participating in, or ratifying the acts and practices of CLE Door Co., LLC, including the conduct giving rise to the violations described herein.
18. 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 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.
19. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.
20. Defendants committed unfair or deception acts or practices in violation of the CSPA, R.C. 1345.02(A) and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.
21. The acts or practices described in Conclusions of Law Paragraphs 18-20 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

For the purposes of affecting this Default Judgment Entry and Order, it is hereby ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices 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.
- B. Defendants, individually or doing business under any other names, 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 these or any other names, are hereby PERMANENTLY ENJOINED from engaging in the acts and 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.*
- C. Defendants, individually and doing business under any other names, are hereby PERMANENTLY ENJOINED from engaging in business as a Supplier in any consumer transaction 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.
- D. Defendants are ORDERED jointly and severally liable to pay damages to the Ohio Attorney General in the total amount of \$102,843.00 to be distributed by the Attorney General to 24 consumers identified in Plaintiff's Damages Memo. If actual damages to consumers are paid through a judgment in any related proceeding, the \$102,843.00 will be reduced accordingly.

E. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, each Defendant is ORDERED to pay civil penalties to the Ohio

Attorney General, pursuant to R.C. 1345.07(D), in an amount of \$75,000.

F. Defendants are ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.

G. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED

4/6/2023
DATE


JUDGE CASSANDRA COLLIER-WILLIAMS

TO THE CLERK:

Please mail copies of the foregoing Default Judgment Entry and Order to the Defendants at the following addresses:

CLE Door Co., LLC
c/o United States Corporation Agents, Inc., Registered Agent
411 Wolf Ledges Parkway, Suite 201
Akron, OH 44311

Joshua Robertson
12075 Stormes Drive
Parma, OH 44130

John J. Wargo, Jr., Esq.
Wargo and Wargo Co., LPA
30 Park Street
Berea, OH 44017

Attorney For Defendant, Matthew Petroff

Patrick J. Milligan, Esq.
18615 Detroit Avenue, Suite 201
Lakewood, OH 44107

Attorney For Defendant, Thomas DiNardi

PREPARED BY:

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Kevin R. Walsh

KEVIN R. WALSH (0073999)
Senior Assistant Attorney General
Consumer Protection Section
615 W. Superior Avenue, 11th Floor
Cleveland, OH 44113
216-787-3030
Kevin.Walsh@ohioago.gov