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IN THE COURT OF COMMON PLEAS
GREENE COUNTY, OHIO

AJ WILLIAMS
COMMON PLEAS COURT
GREENE COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY
GENERAL DAVE YOST

Plaintiff,

v.

MIAMI VALLEY REMODELING &
RESTORATION, LLC, et al.,

Defendants.

Case No. 2022CV0068

JUDGE BUCKWALTER

FINAL APPEALABLE
ORDER

FINAL ENTRY AND ORDER GRANTING JUDGMENT AGAINST DEFENDANTS

On October 12, 2022, Plaintiff filed a Civ. R. 55(A) Motion for Default Judgment against Defendants Miami Valley Remodeling & Restoration, LLC and Matthew W. Maloon ("Defendants") based on their failure to defend or otherwise appear in the lawsuit. The Motion for Default Judgment also asked that the Defendants be held liable for consumer restitution and civil penalties in an amount to be determined at a later date. Plaintiff's Motion for Default Judgment was granted on October 21, 2022. Plaintiff subsequently filed its Memorandum in Support of Damages and Civil Penalties.

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 October 21, 2022 Order. In addition, the Court further includes below new Orders specifying the consumer damages and civil penalty amounts that Defendant must pay.

FINDING OF FACTS

The Court finds the following facts:

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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

23-03-0559

1. Defendant Matthew W. Maloon ("Maloon") is a natural person whose last known address is 116 N. Central Ave., Fairborn, OH 45324.
2. Defendant Miami Valley Remodeling & Restoration, LLC is registered as a Limited Liability Company with the Secretary of State and has been since April 22, 2019.
3. The principal place of business for Miami Valley Remodeling & Restoration, LLC was 374 E. Whittier Ave., Fairborn, OH 45324.
4. Defendant Maloon did business using the name Miami Valley Remodeling & Restoration, LLC.
5. Defendant Maloon was the owner of Defendant Miami Valley Remodeling & Restoration, LLC, and dominated, controlled, and directed the business activities and sales conduct of Defendant Miami Valley Remodeling & Restoration, LLC., and exercised the authority to establish, implement, or alter the policies of Defendant Miami Valley Remodeling & Restoration, LLC and committed, allowed, direct, ratified, or otherwise caused the unlawful acts to occur.
6. Defendants solicited and sold home improvement goods and services at the residences of consumers.
7. Defendants did not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
8. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services within eight weeks.
9. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.

10. Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation.

CONCLUSIONS OF LAW

1. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act ("CSPA") because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 *et seq.*
2. Venue is proper with this Court pursuant to Ohio Civ. R. 3(C)(1), (2) and (3), in that Greene County is the county where the Defendant lived, where the Defendants had their principal place of business, and where the Defendants conducted activity that gave rise to the claim for relief.
3. The Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.01 *et seq.* and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
1. Defendants were "supplier(s)" 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 remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A)
4. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for home remodeling and repair goods and services and permitting eight weeks to elapse without delivering the promised goods or services or issuing a full refund.

5. Defendants violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
6. 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).

ORDER

It is therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff's request for a Declaratory Judgment that the acts and practices set forth above are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.* and the HSSA, R.C. 1345.21 *et seq.* is hereby GRANTED.
2. Defendants, doing business under their own name, or under the name Miami Valley Remodeling & Restoration, LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, are hereby PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA and the HSSA, including, but not limited to, the conduct described herein.
3. Defendants are ORDERED to pay damages for consumer restitution in the amount of \$10,609.90 to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

Last Name	First Name	Amount
Snyder	Wayne	\$6,750.00
Williamson	Lanita	\$3,859.90

4. Defendants are ORDERED jointly and severally liable to pay a civil penalty of \$15,000, pursuant to R.C. 1345.07(D).
5. Defendants are PERMANENTLY ENJOINED from engaging in any consumer transaction as a Supplier in the State of Ohio until they have satisfied all monetary obligations ordered pursuant to this litigation.
6. 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.
7. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

3/23/23
DATE

[Signature]
HON. JUDGE BUCKWALTER

23-03-0563

Prepared by:

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