

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO



STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE

Plaintiff,

v.

MATTHEWS HOME SERVICES, LLC et al.

Defendants.

CASE NO. 2017CV00512

JUDGE HEATH

FINAL JUDGMENT ENTRY

AND ORDER AGAINST **RECEIVED**
DEFENDANTS ATTORNEY GENERAL OF OHIO

JUL 28 2017

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on May 18, 2017. On June 13, 2017, the Court issued an Order and Entry Granting Default Against Defendants Matthews Home Services, LLC and Clinton A. Matthews ("Default Judgment Order"). The Default Judgment Order issued findings of facts and conclusions of law, granted Plaintiff's requests for declaratory and injunctive relief, ordered Defendants to pay civil penalties and consumer damages in amounts to be determined at a damages hearing, and granted Plaintiff's request to submit evidence of consumer damages via affidavits. A damages hearing was scheduled for July 13, 2017.

On July 13, 2017, prior to the damages hearing, Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief ("Damages Memo") along with the sworn affidavits of four consumers, all of whom suffered monetary damages due to the Defendants' unfair and deceptive acts and practices. The Damages Memo also set forth the statutory basis for Plaintiff's request for the imposition of \$25,000 in civil penalties.

At the hearing, Plaintiff's counsel appeared before the Court; neither the Defendants, nor counsel on their behalf, made an appearance. Plaintiff's counsel summarized the Plaintiff's

Damages Memo and the evidence supporting the requested amounts of civil penalties and consumer damages.

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 damages totaling \$14,395.40 and that the imposition of a civil penalty in the amount of \$25,000 is proper, appropriate, and permitted by R.C. 1345.07(D).

Based on the above, the Court completely re-states below the findings of facts, conclusions of law, and orders that were originally included in the Court's Default Judgment Order and also issues new orders specifying the consumer damages and civil penalty amounts that Defendants must pay.

FINDINGS OF FACT

1. Defendant Clinton A. Matthews ("Matthews") is a natural person who resides in Stark County at 1216 20th St. N.E., Canton, Ohio 44714.
2. Defendant Matthews has also been known to use the last name "Matthew."
3. Defendant Matthews Home Services, LLC ("Matthews Home Services") is an Ohio limited liability corporation.
4. Defendant Matthews Home Services holds itself out as having a principal place of business located at 1216 20th St. N.E., Canton, Ohio 44714.
5. Defendant Matthews does business as Matthews Home Services.
6. Defendant Matthews has also done business as Rubber City Construction Corp.
7. Defendant Matthews directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Matthews Home Services, LLC.

8. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling home improvement goods and services to consumers.
9. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, including basement and home office remodeling and installing vinyl siding.
10. After Defendants accepted consumers' deposits, Defendants failed to deliver the home improvement goods and services that were promised to consumers.
11. Consumers who did not receive their goods or services requested refunds of the money they had paid to Defendants.
12. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
13. Defendants performed home improvement repairs and services for consumers in a shoddy, substandard, and unworkmanlike manner and failed to correct the work.

CONCLUSIONS OF LAW

14. The actions of Defendants described in the Complaint and in this Order have occurred in the State of Ohio, including in Stark County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq.
15. 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 of the CSPA.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

17. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(1) and 3(B)(3), in that Stark County, Ohio is where Defendant Clinton A. Matthews resides and where Defendants conducted some of the transactions that led to the violations set forth herein.
18. Defendants are “suppliers” as defined in R.C. 1345.01(C) because Defendants have, at all times relevant hereto, been engaged in the business of effecting consumer transactions either directly or indirectly, by soliciting and selling home improvement goods and services to individuals in Stark County and other counties in Ohio for purposes that are primarily for personal, family, or household use, within the meaning specified in R.C. 1345.01(A).
19. 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, 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.
20. 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 and services in a shoddy, substandard, and unworkmanlike manner and failing to correct the work.

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

- A. Defendants Clinton A. Matthews and Matthews Home Services, LLC, doing business under their own names, the name Rubber City Construction, 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 or practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.,

including, but not limited to, violating the specific statutes and rules described in this order.

- 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., and its Substantive Rules, O.A.C. 109:4-3-01 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 \$14,395.00. Such payment shall be made to the Attorney General via a certified check or money order payable to the "Ohio Attorney General" and delivered to:

Compliance Officer
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 Owed
Fleming	Danielle	Alliance	Ohio	\$550.00
Lee	Joshua	Windham	Ohio	\$8,400.00
Warren	Andrew	Brunswick	Ohio	\$3,100.00
Larouere	Richard	Medina	Ohio	\$2,345.00
			TOTAL	\$14,395.00

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 payable to the "Ohio Attorney General" and delivered to:

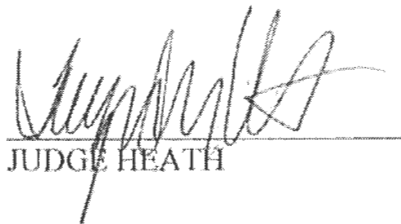
Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

E. Defendants are **ORDERED**, jointly and severally, to pay all court costs.

F. Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations assessed at the damages hearing.

IT IS SO ORDERED.

7/20/17
DATE



JUDGE HEATH

Submitted by:

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
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NOTICE TO CLERK:
FINAL APPEALABLE ORDER
IT IS HEREBY ORDERED that notice and a copy of the foregoing shall be served on all parties of record within three (3) days after docketing of this Entry and the service shall be noted on the docket.


Honorable Taryn L. Heath