

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	CASE NO. 16 CV 011638
OHIO ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE DAVID YOUNG
)	
Plaintiff)	
)	
v.)	<u>ORDER AND ENTRY GRANTING</u>
)	<u>PLAINTIFF'S MOTION FOR</u>
DIAMOND SET ROOFING &)	<u>DEFAULT JUDGMENT AGAINST</u>
RESTORATION, LLC, et al.)	<u>DEFENDANT DIAMOND MURPHY</u>
)	
Defendants.)	

This matter came to be heard upon Plaintiff's Motion for Default Against Defendant Diamond Murphy, which was filed on August 11, 2017 due to Defendant Murphy's failure to respond to Plaintiff's Complaint. Pursuant to Civ. R. 55(A), the Court finds the Plaintiff's Motion to be well taken and hereby GRANTS Plaintiff's Motion for Default Judgment against Defendant Diamond Murphy.

FINDINGS OF FACT

1. Defendant Diamond Murphy ("Murphy") is a natural person whose last known address was 1734 E. Long Street, Apt A, Columbus, Ohio 43203.
2. At all times relevant herein, Defendant Murphy was the sole owner and operator of Diamond Set Roofing & Restoration, LLC.
3. Defendant Murphy has also conducted business under the names Williams Roofing and Restoration, LLC and S.S.M. Architectural Group, LLC.

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CONSUMER PROTECTION SECTION
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4. Defendant accepted payment from consumers for the purchase of home improvement goods and services, and failed to deliver some of those goods and services within eight weeks.
5. After accepting consumers' payments and failing to deliver the services, Defendant failed to refund consumers' payments or deposits.
6. Defendant provided shoddy and substandard home repair services to consumers and then failed to correct such services or provide refunds to consumers.
7. At the time of the transactions, Defendant failed to provide consumers with proper notice of cancellation forms describing the consumers' right to cancel the transactions.

CONCLUSIONS OF LAW

8. The actions of Defendant have occurred in the State of Ohio, in Franklin County and other counties in Ohio, and are in violation of the Consumer Sales Practices Act, ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, and the Home Solicitation Sales Act ("HSSA"), R.C 1345.21 et seq.
9. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
10. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
11. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3) in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

12. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C), as she was 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).
13. At all times relevant herein, Defendant engaged in “home solicitation sales” as that term is defined in the HSSA, R.C. 1345.21(A), as Murphy engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
14. Defendant committed unfair and 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 or services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing goods or services of equal or greater value as a good faith substitute.
15. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work, and then failing to correct such work.
16. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contract by a specific date.

THEREFORE, IT IS 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 and HSSA in the manner described herein.
- B. Defendant, her agents, servants, employees, successors or assigns, and all persons acting in concert and participation with her, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, are **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.
- C. Pursuant to R.C. 1345.07(B), Defendant is **ORDERED** to pay damages to consumers injured by Defendant's conduct. These consumers are identified in the affidavits provided to the Court as exhibits to Plaintiff's Memorandum in Support of Damages and Civil Penalties. Total consumer damages amount to \$14,775.02. 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 E. Broad Street, 14th Floor
 Columbus, Ohio 43215

This money will be distributed by the Ohio Attorney General to the following consumers in the amounts set forth below:

Last Name	First Name	City, State	Amount
Boyd	Rheda	Columbus, OH	\$2,897.26
Hartsoe	Darryl	Columbus, OH	\$11,877.76

D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, Defendant is **ORDERED** to pay a civil penalty in the amount of \$25,000, pursuant to R.C. 1345.07(D). 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. Defendant is **ENJOINED** from engaging in business as a supplier in any consumer transactions in the State of Ohio, until such time as she has satisfied all monetary obligations due hereunder.

F. Defendant is **ORDERED** to pay all court costs.

IT IS SO ORDERED.

DATE

JUDGE YOUNG

Submitted by:

/s/ Hallie C. Saferin

HALLIE C. SAFERIN (0093467)

Assistant Attorney General

Consumer Protection Section

30 East Broad Street, 14th Floor

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 Aug 31 2:07 PM-1007011000

Columbus, Ohio 43215
Phone: 614-466-9529
Hallie.Saferin@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio

TO THE CLERK,

PLEASE SERVE ON THE FOLLOWING:

Diamond Murphy
1734 E. Long St.
Apt. A
Columbus, OH 43203

Franklin County Court of Common Pleas

Date: 08-31-2017
Case Title: OHIO STATE ATTORNEY GENERAL -VS- DIAMOND SET
ROOFING & RESTORATION LLC ET AL
Case Number: 16CV011638
Type: DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink, appearing to read "David C. Young", written in a cursive style.

/s/ Judge David C. Young