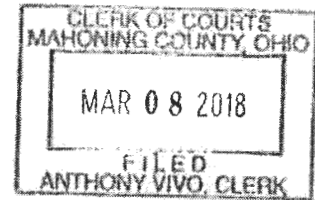


IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



STATE OF OHIO, ex rel.
MICHAEL DEWINE
ATTORNEY GENERAL
615 W. SUPERIOR, 11TH FL.
Cleveland, Ohio 44113-1899

Plaintiff,

v.

ANTHONY J. LUTTRELL
33 WOODVIEW AVE.
BOARDMAN, OHIO 44512

and

FALCON GENERAL
CONTRACTORS, LLC
3610 KNOLLWOOD LANE
AKRON, OHIO 44333

Defendants.

CASE NO. 17CV665

JUDGE SWEENEY

MAGISTRATE SARISKY

RECEIVED
ATTORNEY GENERAL OF OHIO

MAR 22 2018

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

DEFAULT JUDGMENT ENTRY AND ORDER

This cause came to be heard upon Plaintiff's Motion for Default Judgment Against Defendant Anthony J. Luttrell (Hereinafter "Luttrell"), pursuant to Civil Rule 55(A). The Defendant was properly served and has failed to defend against this motion or file an Answer 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, Plaintiff's Complaint, and the evidence provided at hearing, hereby renders the following Default Judgment Entry and Order.

FINDINGS OF FACT

1. Defendant Luttrell's business "Falcon General Contractors LLC" was incorporated, and was located in Mahoning County. "Falcon General Contractors LLC" was registered with the Ohio Secretary of State. "Falcon General Contractors LLC" operated at 5547 Mahoning Ave., Suite 335, Austintown, Ohio until its closure.
2. Defendant Luttrell solicited and failed to perform the construction of major home improvement services contracted with consumers.
3. Defendant Luttrell failed to complete the contracts, failed to properly or completely install home improvement projects, and performed shoddy workmanship in those parts of the construction that were performed.

CONCLUSIONS OF LAW

4. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
5. The business practices of Defendant Luttrell as described herein and in Plaintiff's Complaint are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq.
6. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of the State, is the proper party to commence this action under the authority of the Consumer Sales Practices Act, R.C. 1345.07, and by virtue of his authority to protect the interest of the citizens of the State of Ohio.

7. Defendant Luttrell was a “supplier,” as that term is defined in R.C. 1345.01(C), as he was engaged in the business of effecting “consumer transactions” by offering home improvement projects for a fee, within the meaning of R.C. 1345.01(A).
8. Defendant Luttrell committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and the Ohio Administrative Code 109:4-3-09, by accepting money from consumers for goods and services and failing to make full delivery or a refund.
9. Defendant Luttrell committed unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) by performing substandard work and then failing to correct such work. Such acts or practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.

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 Luttrell, and his agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendant, directly or indirectly, are **PERMANENTLY ENJOINED** from engaging in the acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. Defendant Luttrell is **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 is

further enjoined from engaging in the acts and practices of which Plaintiff complains.

4. Defendant Luttrell 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 are 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 Luttrell is liable to the State of Ohio for restitution to consumers in the amount of Forty Three Thousand Dollars and Eighty Nine Cents (\$43,000.89), per the affidavits of consumers provided at the damages hearing. Payment shall be made by delivering a certified check or money order within 7 days of the date of this entry, made payable to the "Ohio Attorney General," to:

Legal and Finance Assistant
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

6. Defendant Luttrell is assessed civil penalties in the amount of Fifty Thousand Dollars, (\$50,000.00), based upon Defendant's acts and practices causing losses to five consumers. Payment shall be made by delivering a certified check or money order within 7 days of the date of this entry, made payable to the "Ohio Attorney General," to:

Legal and Finance Assistant
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

7. Defendant Luttrell is liable for all court costs associated with bringing this action.

IT IS SO ORDERED.

Date

191 Thomas J. Pokorny, for
Judge Sweeney
Magistrate Sarisky