

FILED  
LUCAS COUNTY

2016 AUG 23 PM 2:24

COMMON PLEAS COURT  
BERNIE QUILTER  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

State of Ohio ex rel. Michael DeWine	)	Case No. 0201703570
Ohio Attorney General	)	
	)	Judge Linda Jennings
Plaintiff,	)	
	)	<b><u>FINAL JUDGMENT ENTRY</u></b>
vs.	)	<b><u>AND ORDER</u></b>
	)	
United Roofing & Remodeling, LLC, et al.	)	
	)	
Defendants.	)	

---

This matter came to be heard upon the August 2, 2018 filing of Plaintiff's Memorandum in Support of Damages and Other Requested Relief ("Damages Memo"). On June 12, 2018, the Court issued a Judgment Entry and Order granting default judgment against Defendants United Roofing & Remodeling, LLC and Josh Gardner ("Defendants"). That order issued findings of fact 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.

Plaintiff's Damages Memo was submitted with the sworn affidavits of seven consumers, each of whom suffered monetary damages due to Defendants' unfair and deceptive acts and practices. The Damages Memo also set forth the statutory basis for Plaintiff's request for the imposition of civil penalties.

RECEIVED  
ATTORNEY GENERAL OF OHIO

E-JOURNALIZED

AUG 24 2018

JAN 14 2019

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

In lieu of a damages hearing, the Court accepts the evidence presented via Plaintiff's Damages Memo and finds all of Plaintiff's requests in its Damages Memo well-taken. The evidence establishes that the seven consumers who submitted affidavits sustained monetary damages totaling \$55,665.00 and that a civil penalty in the amount of \$25,000.00 is proper, appropriate, and permitted by R.C. 1345.07(D). The Court completely restates below the findings of fact, conclusions of law, and orders that were originally included in the Court's order granting default judgment and also issues new orders specifying the consumer damages and civil penalty amounts that Defendants must pay:

#### **FINDINGS OF FACT**

1. Defendant United is a limited liability company registered with the Ohio Secretary of State under Entity Number 2316113. Defendant United is or was, at all times relevant to this action, located at 2003 Eileen Road, Toledo, Ohio 43615.
2. Defendant Gardner is a natural person whose last known personal address is 2003 Eileen Road, Toledo, Ohio 43615.
3. At all times relevant to this action, Defendant Gardner was the sole owner and operator of Defendant United.
4. Defendant Gardner, by virtue of his position as owner of Defendant United, alone or in conjunction with others, caused, controlled, directed, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant United.
5. At all times relevant to this action, Defendants have been engaged in the business of selling consumer goods or services, specifically home improvement services such as roof installation and home remodeling, in the State of Ohio, including in Lucas County.
6. Defendants do not have a fixed permanent location where goods are exhibited or services

offered for sale on a continuing basis.

7. Defendants performed residential home improvement services for consumers in a shoddy or unworkmanlike manner and failed to correct the work. In some instances, Defendants' shoddy workmanship caused additional damage to consumers' properties.
8. Defendants accepted substantial payments from consumers but failed to begin or complete the work for which they were paid.
9. Defendants' contracts do not provide consumers with a proper Notice of Cancellation.
10. In at least one instance, Defendants failed to honor the workmanship warranty on a consumer's contract.
11. Defendants have failed to respond to consumers and failed to issue refunds.

#### **CONCLUSIONS OF LAW**

12. The actions of Defendants described in the Complaint and in this Order have occurred in the State of Ohio, including in Lucas County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.*
13. 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.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04.
15. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(B)(1) – (3), in that Defendants reside in, have their principal place of business in, and some of the transactions complained

of herein and out of which this action arose occurred in Lucas County.

16. 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 consumers in Ohio, including in Lucas County, for purposes that are primarily for personal, family, or household use, within the meanings specified in R.C. 1345.01(A) and (D).
17. Defendants are “sellers” who engaged in “home solicitation sales” as those terms are defined in R.C. 1345.21(A) and (C), as Defendants engaged in the solicitation or sales of home improvement goods and services to consumers at their residences and the buyer’s agreement or offer to purchase was made at a place other than the seller’s place of business.
18. Defendants committed unfair and 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 improvement services and materials and permitting eight weeks to elapse without delivering the promised services and materials or issuing a full refund.
19. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement services in an incomplete, shoddy, or unworkmanlike manner and failing to correct the work.
20. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10), by representing that a consumer transaction involves a warranty, a disclaimer of warranties or other rights, remedies, or obligations, when the representation is false.

21. Defendants committed deceptive acts or practices in violation of R.C. 1345.23(B) of the HSSA and R.C. 1345.02 of the CSPA, as set forth in R.C. 1345.28, by failing to include a proper Notice of Cancellation with the written agreement or offer to purchase.

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

22. The acts and practices committed by the Defendants, as 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.*

23. Defendants Josh Gardner and United Roofing & Remodeling, LLC, doing business under their own names or any other names, including 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.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, including, but not limited to, violating the specific statutes and rules described in this order.

24. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay consumer damages in the total amount of \$55,665.00. Such payment shall be made to the Attorney General via a certified check or money order made 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

25. 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 in the amount of \$25,000.00. Such payment shall be made to the Attorney General via a certified check or money order made payable to the "Ohio Attorney General" and delivered to:

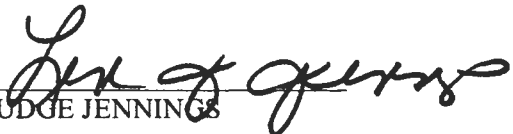
Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

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

27. 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 in accordance with this Final Judgment Entry and Order.

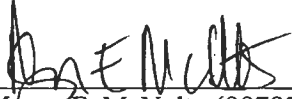
**IT IS SO ORDERED.**

8-23-18  
DATE

  
JUDGE JENNINGS

Submitted by:

MICHAEL DEWINE  
Ohio Attorney General



---

Megan E. McNulty (0078391)  
Senior Assistant Attorney General  
Consumer Protection Section  
Office of Ohio Attorney General Mike DeWine  
One Government Center  
640 Jackson Street, Suite 1340  
Toledo, Ohio 43604  
419.245.2550 (phone) / 877.588.5480 (fax)  
[Megan.McNulty@ohioattorneygeneral.gov](mailto:Megan.McNulty@ohioattorneygeneral.gov)  
*Counsel for Plaintiff, State of Ohio*