

To the Clerk: THIS IS A FINAL  
APPEALABLE ORDER.  
Please serve upon all parties not  
in default for failure to appear;  
Notice of the Judgment and its  
date or entry upon the Journal

IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

FILED  
LORAIN COUNTY

2018 DEC -4 A 10: 22

STATE OF OHIO, ex rel.  
MICHAEL DEWINE  
ATTORNEY GENERAL

CASE NO. 18 CV 195098

JUDGE ROTHGERY

Plaintiff,

v.

DON HARMON, et al.

Defendants.

RECEIVED  
ATTORNEY GENERAL OF OHIO

JAN 14 2019

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 Defendants Don Harmon and Don Harmon Construction, LLC, pursuant to Civil Rule 55(A). Defendants were properly served and have 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 Don Harmon Construction LLC's business was incorporated, and was located in Lorain County. Defendant Don Harmon and Defendant Don Harmon Construction LLC operated at 1057 Novak Road, Grafton, Ohio.
2. Defendants solicited and failed to perform the construction of major home improvement services contracted with consumers in Lorain County.
3. Defendants failed to complete contracts with consumers Herbert (in the amount of \$2,500.00) and Wiley (in the amount of \$3,831.00), and failed to properly perform any work in those contracts. Defendants accepted deposits on those contracts and did so without having the proper permits or licenses to perform the work contracted for.

#### **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 the Defendants Don Harmon and Don Harmon Construction LLC as described herein and in Plaintiff's Complaint are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant Harmon had an ownership interest in Defendant Don Harmon Construction LLC, operated and dominated Defendant Don Harmon Construction LLC, controlled and directed the business activities and sales conduct of Defendant Don Harmon Construction LLC, and exercised the authority to establish, implement or alter the policies of Defendant Don Harmon Construction LLC, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.

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. Defendants were “suppliers,” as that term is defined in R.C. 1345.01(C), as Defendants were 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. Defendants Don Harmon and Defendant Don Harmon Construction LLC 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 Don Harmon and Defendant Don Harmon Construction LLC committed unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) by accepting deposits on contracts and doing so without having the proper permits or licenses to perform the work contracted for. Such acts or practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants’ violations of law in this regard occurred after State ex rel. Brown v. Martz, Tri-County Landscaping was placed in the Attorney General’s Consumer Protection Public Inspection File, pursuant to R.C. 1345.07(D).

**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. Defendants Don Harmon and Defendant Don Harmon Construction LLC, and their agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, 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. Defendants Don Harmon and Defendant Don Harmon Construction LLC 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 are further enjoined from engaging in the acts and practices of which Plaintiff complains.
4. Defendants Don Harmon and Defendant Don Harmon Construction LLC are ORDERED to maintain in their possession and control for a period of five (5) years all business records relating to Defendants' 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 Defendants' expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives.
5. Defendants Don Harmon and Defendant Don Harmon Construction LLC are liable to the State of Ohio for restitution to consumers in the amount of Six Thousand Thirty Hundred and Thirty One Dollars (\$6,331.00), per the evidence and testimony 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:

Consumer Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

6. Defendants Don Harmon and Defendant Don Harmon Construction LLC are assessed civil penalties in the amount of Six Thousand Dollars, (\$6,000.00), based upon Defendants' acts and practices causing losses to these 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:

Consumer Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

7. Defendants Don Harmon and Defendant Don Harmon Construction LLC are liable for all court costs associated with bringing this action.

IT IS SO ORDERED.

Date

12/3/10

  
\_\_\_\_\_  
Judge Rothgery

  
\_\_\_\_\_  
Magistrate Kobasher

Magistrate Kobasher

### **NOTICE REGARDING OBJECTIONS**

Pursuant to Civil Rule 53(D)(3) & (4), the Court adopts the Magistrate's Decision and enters judgment. The filing of timely written objections shall operate as an automatic stay of execution of that judgment until the Court disposes of those objections and vacates, modifies or adheres to the judgment previously entered.

Within fourteen (14) days of the filing (time-stamp) of the Magistrate's Decision, a party may file written objections to the Magistrate's Decision. Objections shall be specific and state with particularity the grounds of the objection. Any objection to a finding of fact shall be supported by a transcript of all the evidence submitted to the Magistrate relevant to that fact or an affidavit of that evidence if a transcript is not available. Any such objections must be served on all parties to this action.

**NOTE: Pursuant to Civ.R. 53(D)(3)(b), a party shall not assign as error on appeal the court's adoption of any finding of fact or conclusion of law unless the party has objected to that finding or conclusion under Civ.R. 53.**



FILED  
LORAIN COUNTY

2018 DEC -4 A 10:23

COURT OF COMMON PLEAS  
TOM ORLANDO

**LORAIN COUNTY COURT OF COMMON PLEAS**  
**LORAIN COUNTY, OHIO**

**TOM ORLANDO, Clerk**  
**JOURNAL ENTRY**  
**Christopher R. Rothgery, Judge**

Date 12/3/18

Case No. 18CV195098

MICHAEL DEWINE

Plaintiff

THOMAS D MCGUIRE

Plaintiff's Attorney

(216)787-3030

VS

DON HARMON, et al.

Defendant

Defendant's Attorney

The instant matter came before this Court for review of the Magistrate's Decision dated December 3, 2018. The Magistrate's Decision granted Default Judgment and issued civil remedies after a hearing was held on December 3, 2018. The Court has reviewed the Magistrate's Decision and finds that there is no error of law or other defect evident on the face of the Order. As such, this Court hereby adopts the Magistrate's Decision dated December 3, 2018 and denies the Petition filed herein.

**IT IS SO ORDERED.**

VOL \_\_\_\_\_ PAGE \_\_\_\_\_

  
\_\_\_\_\_  
Christopher R. Rothgery, Judge

cc: Atty. McGuire  
Don Harmon  
Don Harmon Construction LLC

