

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
MICHAEL DEWINE)	CASE NO. 18 CV 1221
)	
Plaintiff,)	JUDGE FRENCH
)	
v.)	FINAL JUDGMENT ENTRY
)	AND ORDER AGAINST
THOMAS HUBER JR.)	DEFENDANT
d/b/a EMERSON AND MELANIE)	THOMAS HUBER JR. d/b/a
LANDSCAPING)	EMERSON AND MELANIE
)	LANDSCAPING
Defendant.)	

This cause came to be heard upon Plaintiff State of Ohio, ex rel. Attorney General Michael DeWine's Motion for Default Judgment against Defendant Thomas Huber Jr. d/b/a Emerson and Melanie Landscaping. Defendant was properly served in this matter and has failed to plead or file an answer to Plaintiff's Complaint, or defend against this matter in any manner. Pursuant to Civ. R. 55(A), the Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment against Defendant Thomas Huber Jr. Based upon the Complaint, Plaintiff's Motion, and Plaintiff's Memorandum in Support of Requested Damages and Other Relief, the Court enters the following Final Judgment Entry and Order against Defendant Thomas Huber Jr.

FINDINGS OF FACT

1. The actions of Defendant, hereinafter described, have occurred in Franklin County and other counties in Ohio.

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2. Defendant, Thomas Huber Jr. (“Huber”), is a resident of the State of Ohio and Franklin County. Defendant does business using the name “Emerson and Melanie Landscaping.”
3. In and prior to 2013, Defendant Huber operated a tree care and landscaping business as a solo proprietorship. Defendant did business using various unregistered business names, including “Huber’s Tree Care,” “Capital Tree Service,” and “Tree Doctor.”
4. On November 21, 2013 the Attorney General’s office brought a civil lawsuit against Defendant Huber alleging that Defendant Huber had violated the Consumer Sales Practices Act (“CSPA”) and Home Solicitation Sales Act (“HSSA”) in connection with his business. Franklin County Case No. 13-CV-12762.
5. On November 26, 2014, the Court in Case No. 13-CV-12762, entered a default judgment against Defendant Huber. The judgment contained an injunction enjoining Defendant Huber from further violating the CSPA and HSSA, and enjoined Defendant Huber from engaging in consumer transactions in Ohio until he had paid all penalties and restitution awarded by the judgment.
6. Defendant Huber has not paid all penalties and restitution awarded by the judgment in Case No. 13-CV-12762.
7. Starting in or around 2016, Defendant Huber again began soliciting consumers for tree care services.
8. Defendant Huber approached consumers at the consumers’ homes and solicited the consumers for tree care and landscaping services. Sometimes the in-person solicitation at the consumer’s home was in response to the consumer calling Defendant Huber.
9. Defendant Huber did business using the unregistered business name “Emerson and Melanie Landscaping.”

10. Defendant Huber agreed to perform tree care and landscaping services for the consumers. The services agreed to often included extended maintenance and ongoing tree care services for up to a year after the initial service.
11. Defendant Huber sometimes provided brief contracts for the consumers to sign. In other instances, the services were agreed to orally.
12. Defendant Huber did not provide the 3-day right-to-cancel notice required by the HSSA, R.C. 1345.21 et seq.
13. For some consumers, Defendant Huber did not provide any services.
14. For some consumers, Defendant Huber provided some services but did not provide the agreed to maintenance and ongoing care services.
15. For some consumers, Defendant Huber provided shoddy or unworkmanlike services.

CONCLUSIONS OF LAW

1. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
2. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.
3. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting or soliciting consumer transactions for purposes that are primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
4. 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 and 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 similar goods or services of equal or greater value as a good faith substitute.

5. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
6. Defendant Huber violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give the proper notice to consumers of their right to cancel their contract by a specific date.
7. The acts or practices described in Conclusions of Law ¶4-6 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. Plaintiff's request for Declaratory Judgment is Granted, it is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner set forth in the Findings of Fact and Conclusions of Law.
- B. Defendant Huber, acting under his own name or any other name, is hereby PERMANENTLY ENJOINED from engaging in the acts or practices listed in Conclusions of Law ¶¶4, 5, and 6, and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.

- C. Defendant Huber is further ENJOINED from acting as a “supplier” as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until such a time as he has satisfied all monetary obligations due under this Final Judgment Entry and Order and in Franklin County Case No. 13-CV-12762 .
- D. Defendant Huber is ORDERED, jointly and severally, to pay consumer restitution to the Ohio Attorney General in the total amount of Nine Hundred Fifty Dollars (\$950) to be distributed by the Attorney General to the following consumers:
1. Eddie Haggard - \$500.00
 2. Mark Kish - \$300.00
 3. Jane Wood - \$150.00

Payment shall be made payable to the “Ohio Attorney General” and sent by certified check or money order within seven (7) day of this order to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
Consumer Protection Section
30 E Broad St., 14th Floor
Columbus, Ohio 43215**

- E. Defendant Huber is ORDERED to pay civil penalties to the Ohio Attorney General in the total amount of Ten Thousand Dollars (\$10,000). Payment shall be made payable to the “Ohio Attorney General” and sent by certified check or money order within seven (7) day of this order to:

**Financial Assistant
Office of Ohio Attorney General Mike DeWine
Consumer Protection Section
30 E Broad St., 14th Floor
Columbus, Ohio 43215**

- F. Defendant Huber is ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED

DATE

JUDGE FRENCH

Submitted by:

MICHAEL DEWINE
Ohio Attorney General

/s/ Jeffrey R. Loeser
Jeffrey R. Loeser (0082144)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614-644-9618 (telephone)
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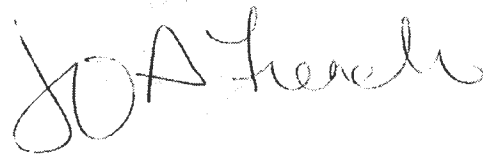
To Clerk:
Please serve copies of this order to the following:

Thomas Huber Jr.
18200 State Route 4
Marysville, Ohio 43040
Pro Se Defendant

Franklin County Court of Common Pleas

Date: 07-31-2018
Case Title: OHIO STATE ATTORNEY GENERAL -VS- THOMAS HUBER JR
Case Number: 18CV001221
Type: DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Jenifer A. French". The signature is written in a cursive, flowing style.

/s/ Judge Jenifer A. French