

IN THE COURT OF COMMON PLEAS  
MORGAN COUNTY, OHIO

FILED  
MORGAN COUNTY  
CLERK OF COURTS

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STATE OF OHIO, *ex rel.*  
OHIO ATTORNEY GENERAL  
DAVE YOST

Plaintiff,

v.

LOGAN-MADISON CONSTRUCTION,  
LLC, et al.

Defendants.

CASE NO. 2018 CV 0051

JUDGE D.W. FAVREAU

RECEIVED  
ATTORNEY GENERAL OF OHIO

DEC 02 2019

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**FINAL JUDGMENT ENTRY AND ORDER**

This matter came to be heard upon the filing of a complaint on March 19, 2018 by Plaintiff, State of Ohio ex rel. Attorney General Dave Yost ("Plaintiff"), against Defendants Logan-Madison Construction, LLC and Patrick Eltringham (collectively "Defendants"). On August 26, 2019, the Court issued an order granting summary judgment as to liability, injunctive relief, and declaratory relief against Defendants. On October 17, 2019, the Court held a damages hearing to determine consumer restitution and civil penalties against Defendants.

Upon review of Plaintiff's Complaint, Plaintiff's Motion for Summary Judgment, and the evidence submitted at the damages hearing, the Court grants consumer restitution and civil penalties against Defendants. The Court incorporates the findings of fact, conclusions of law, injunctive relief, and declaratory relief issued in its August 26, 2019 order granting summary judgment, and now issues this Final Judgment Entry and Order.

**FINDINGS OF FACT**

1. Defendant Logan-Madison Construction LLC ("Logan-Madison") is a limited liability company registered in Ohio with a principal place of business in Morgan County.

2. Defendant Patrick Eltringham ("Eltringham") is an adult resident of the State of Ohio and Morgan County,
3. In or about January, 2019, Defendant Eltringham legally changed his name to Patrick Wilson. Throughout this Consent Judgment, Patrick Wilson is referred to as Patrick Eltringham.
4. Defendant Eltringham was an owner, employee, officer, or director of Logan-Madison Construction, LLC.
5. Defendants provide home improvement and repair services to consumers in Ohio and Morgan County.
6. Defendants solicited consumers at the consumers' residences, including in response to or following invitations from consumers.
7. Defendants entered into contracts with consumers to provide home improvement and repair services.
8. Defendants accepted down payments for home improvement and repair services.
9. The home improvement and repair contracts entered into with consumers did not contain a 3-day right-to-cancel notice.
10. For some of the consumers, Defendants did not provide any services, or provide refunds for services not delivered.
11. For some consumers, Defendants provided partial work, but did not provide the full services, or complete the work contracted for.
12. For some consumers, Defendants provided shoddy or unworkmanlike services.

### CONCLUSIONS OF LAW

13. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07, R.C. 4722.07, and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act ("CSPA").
15. Venue is proper for this Court pursuant to Civ. R. 3(C)(2) in that Defendants' primary place of business is in Morgan County.
16. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), since Defendants engaged in the business of effecting or soliciting consumer transactions, by offering for sale and providing home improvement services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
17. Defendants are "sellers" engaged in the business of effecting home solicitation sales by soliciting and selling home improvements services to "buyers" at the buyers' personal residences in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in in the Home Solicitation Sales Act ("HSSA"), R.C 1345.21(A) and (E).
18. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for good and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered or making a full refund.
19. Defendants committed unfair and deceptive acts and practices in violation of the CSPA,

R.C. 1345.02(A), by performing shoddy and substandard work and failing to correct such work. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

20. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give the required proper notice to consumers of their right to cancel their contracts by a certain date. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

#### **ORDER**

It is hereby ORDERED, ADJUDGED AND DECREED that:

21. Plaintiff's request for a Declaratory Judgment that the acts set forth above in paragraphs 18 through 20 of the Conclusions of Law violate the CSPA, R.C. 1345.01 et seq., and the HSSA, R.C. 1345.21 et seq., is hereby GRANTED.
22. Defendants Logan-Madison Construction, LLC and Patrick Eltringham, doing business under these or any other names, their officers, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive or unconscionable acts or practices that violate the CSPA, 1345.01 et seq., or the HSSA, R.C. 1345.21 et seq.
23. Defendant Patrick Eltringham is ENJOINED, for a period of five years from August 26, 2019, or until the date that all consumer restitution awarded in this case has been paid,

whichever is later, from entering into new consumer transactions for home improvement or home repair services with consumers in Ohio.

24. Defendants Logan-Madison Construction, LLC and Patrick Eltringham are ORDERED, pursuant to R.C. 1345.07(B), to jointly and severally pay consumer restitution to the Ohio Attorney General in the total amount of a One Hundred Thirteen Thousand Four Hundred Sixty-Six Dollars and Eighty-Eight Cents (\$113,466.88), to be distributed by the Attorney General to the following consumers:

- A. John Hughes - \$25,650
- B. Leonard Ooten - \$46,300
- C. Charles Bowman - \$10,166
- D. Richard Howard - \$2,500
- E. Ernest Dixon - \$2,500
- F. Kaitlyn Downs - \$3,000
- G. Marna Burwell - \$2,000
- H. Sandy Nott - \$10,600
- I. Frank Rogers Jr. - \$6,000.88
- J. Bill Elliot - \$3,750
- K. Dale Eveland - \$1,000

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

**Financial Assistant  
Office of Ohio Attorney General Dave Yost  
Consumer Protection Section  
30 E Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

25. Defendants Logan-Madison Construction, LLC and Patrick Eltringham are ORDERED, pursuant to R.C. 1345.07(D), to jointly and severally pay civil penalties to the Ohio Attorney General in the total amount of Fifty Thousand Dollars (\$50,000). Payment shall be made payable to the "Ohio Attorney General" and sent by certified check or money order within seven (7) days of this order to:

**Financial Assistant  
Office of Ohio Attorney General Dave Yost  
Consumer Protection Section  
30 E Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

26. Defendants Logan-Madison Construction, LLC and Patrick Eltringham are ORDERED to pay all court costs in this matter.

10/28/2019

**Date**



**Judge D.W. Favreau**

**Prepared and Submitted By:**

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