

in Ohio and to order that the Claim of Lien that Defendants had placed on one consumer's home be voided.

Counsel for Plaintiff appeared at the May 21 damages hearing, but the Defendants failed to appear.

On June 10, 2021, Plaintiff filed a Notice of Submission of Additional Consumer Affidavit, submitting the affidavit of one victim who had been previously unknown to Plaintiff. In addition to the relief that Plaintiff had already requested via its Damages Memo, Plaintiff requested that the Court order Defendants to pay \$7,680 in damages to this new consumer. Plaintiff also asked the Court to order that the Claim of Lien that Defendants had placed on this new consumer's home be voided.

On July 20, 2021, upon consideration of the evidence submitted, Magistrate Skeens issued the Magistrate's Decision on Consumer Damages, Civil Penalties, and Other Relief ("Magistrate's Decision"). The Magistrate's Decision found all of Plaintiff's requests in its Damages Memo and in its Notice of Submission of Additional Consumer Affidavit to be well-taken. The Magistrate found that the evidence established that the seven consumers who submitted affidavits sustained a total of \$191,694.27 in monetary damages as a result of Defendants' violations. Due to the Defendants' egregious behavior, the Magistrate found it appropriate and permitted by R.C. 1345.07(D) for the Court to impose a \$100,000 civil penalty upon Defendant Stewart and a \$75,000 civil penalty on Defendants Roofless and Gutter, jointly and severally. The Magistrate also found the declaratory, injunctive, and other relief that Plaintiff requested to be appropriate and permitted by statute. Based on these findings, the Magistrate's Decision included Findings of Fact, Conclusions of Law, and Orders.

This matter came for the Court's review of the July 20, 2021 Magistrate's Decision, issued

pursuant to Civ. R. 53(D)(3). To date, no objections have been filed to the Magistrate's Decision. Upon review, this Court finds the Magistrate's Decision to be supported by the evidence.

Therefore, the Court hereby ADOPTS the Magistrate's Decision in its entirety and restates below the Findings of Fact, Conclusions of Law, and Orders from the Magistrate's Decision, thus rendering a FINAL JUDGMENT ORDER AND ENTRY against the Defendants.

FINDINGS OF FACT

1. Defendant Stewart is a natural person who resides at 1445 Bexton Loop, Columbus, Ohio 43209.
2. Defendant Gutter is an Ohio limited liability corporation.
3. Defendant Roofless is an Ohio limited liability corporation.
4. Defendant Stewart is the owner of Defendants Gutter and Roofless.
5. Defendants represented that the mailing address for Defendant Gutter is P.O. Box 9802, Bexley, Ohio 43209.
6. Defendants represented that the mailing address for Defendant Roofless is P.O. Box 9802, Bexley, Ohio 43209.
7. Defendant Stewart did business using the names Gutter and Downspout LLC and Roofless General Contracting LLC.
8. Defendant Stewart is also known to do business using the name Weylin Largent.
9. Defendant Stewart directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Gutter, as described in the Complaint and in this Decision.

10. Defendant Stewart directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Roofless, as described in the Complaint and in this Decision.
11. On August 23, 2017, the Attorney General filed a lawsuit against Stewart in the Franklin County Court of Common Pleas alleging that he had violated the CSPA while providing home improvement work. *State ex rel. DeWine v. Stewart*, Franklin County Case No. 17-CV-7594.
12. Stewart ignored that 2017 lawsuit, and the Court granted a default judgment against him. On August 14, 2018, the Court entered a Nunc Pro Tunc Final Judgment Entry and Order Against Defendant Stewart, assessing damages and civil penalties. Stewart was ordered to pay \$36,604.45 in consumer damages and a \$40,000 civil penalty. Stewart was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed to the State of Ohio.
13. To date, Stewart has not paid any of the consumer damages or civil penalties awarded by the judgment in *State ex rel. DeWine v. Stewart*, Franklin County Case No. 17-CV-7594.
14. In the time since the 2018 judgment, Defendants solicited and sold home improvement goods and services at the residences of consumers.
15. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
16. Defendants encouraged consumers to file insurance claims to repair damage to their homes and then would have the consumers give them their insurance money when they received payment from their insurance companies.

17. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
18. Defendants' form contracts did not properly notify consumers about their right to cancel the contract.
19. Defendants failed to provide consumers with proper "notice of cancellation" forms describing the consumers' right to cancel the contracts within three days.
20. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
21. For some consumers, Defendants began to provide the services but did not complete the work.
22. Consumers who did not receive their goods or services requested refunds from Defendants.
23. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
24. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

CONCLUSIONS OF LAW

25. 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.
26. The actions of Defendants have occurred in Ohio, including in Franklin 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.

27. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
28. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Franklin County is where Defendants conducted some of the transactions complained of herein.
29. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling home improvement goods or services for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
30. Defendants are "sellers" engaged in "home solicitation sales," as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
31. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.
32. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.

33. Defendant Stewart engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by soliciting consumers for home improvement repairs and services while having an unpaid judgment arising from previous consumer transactions.
34. Defendants violated R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.

ORDER

- A. Defendants, doing business under their own names, the names Roofless General Contracting LLC, Gutter and Downspout LLC, or Weylin Largent, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in the acts and practices described in this Decision and from further violating 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 provisions described herein.
- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by 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., in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay \$191,694.27 in consumer damages. 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 within seven days to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

The Attorney General's Office will distribute the consumer damages to the following seven consumers in the amounts set forth below:

Last Name	First Name	City	State	Amount
Davis	Joyce	Dayton	OH	\$10,527.00
Greaves	Eusina	Huber Heights	OH	\$97,068.17
Madden	Keenan	Dayton	OH	\$3,000.00
Noble	Clifford	Columbus	OH	\$20,000.00
Pleasant	Kathy	Columbus	OH	\$8,419.10
Stephans	Kandace	Trotwood	OH	\$45,000.00
Mallory	Robin	Dayton	OH	\$7,680.00
			Total	\$191,694.27

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Stewart is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$100,000. 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 within seven days to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants Roofless and Gutter are ORDERED, pursuant to R.C. 1345.07(D), to pay a \$75,000 civil penalty, jointly and severally. 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 within seven days to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

- F. Defendants are PERMANENTLY ENJOINED from engaging in business as suppliers in any consumer transactions with Ohio consumers.
- G. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, it is ORDERED that Defendants' Claim of Mechanic's Lien on Consumer Clifford Noble's property, Instrument Number 202001270012681, recorded on January 27, 2020 with the Franklin County Recorder, is hereby VOIDED.
- H. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, it is ORDERED that Defendants' Claim of Mechanic's Lien on Robin Mallory's property, File Number 2021-00022654, filed on March 18, 2021 with the Montgomery County Recorder, is hereby VOIDED.
- I. Defendants are ORDERED to pay Plaintiff's costs of collecting on this judgment as permitted by statute and shall pay Plaintiff any interest that accrues during the collection process, as permitted by statute.
- J. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED.

DATE

JUDGE AVENI

Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens

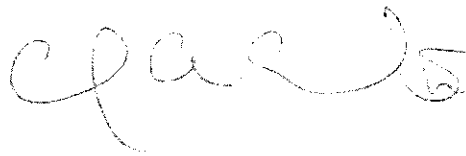
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Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

Date: 09-15-2021
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL -VS- WEYLIN
W STEWART ET AL
Case Number: 20CV008050
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in cursive script, appearing to read 'Carl A. Aveni II', written in dark ink.

/s/ Judge Carl A. Aveni II

Court Disposition

Case Number: 20CV008050

Case Style: STATE OF OHIO EX REL ATTORNEY GENERAL -VS-
WEYLIN W STEWART ET AL

Case Terminated: 10 - Magistrate

Final Appealable Order: Yes