

IN THE COURT OF COMMON PLEAS
MONTGOMERY COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY
GENERAL DAVE YOST

Plaintiff,

v.

STROMAID RESTORATION, LLC, et al.

Defendants.

Case No. 2021 CV 00987

JUDGE WISEMAN

NUNC PRO TUNC ENTRY AND
ORDER

RECEIVED
ATTORNEY GENERAL OF OHIO

DEC 29 2021

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Upon consideration, the Court finds Plaintiff's motion for *nunc pro tunc* entry to be well taken and therefore sustained. The Court's November 3rd Final Judgment Entry is hereby amended to reflect consumer restitution in the amount of \$2,694.53 for consumer Jennifer Osborne and a total consumer restitution amount of \$259,052.23.

FINDING OF FACTS

The Court finds the following facts:

1. Defendant Tyler A. Puckett is a natural person whose address is 23296 Dundee Circle, Foley, AL 36535.
2. Defendant Tyler A. Puckett at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant StormAid Restoration, LLC, including the violations described in Plaintiff's Complaint.
3. Defendant StormAid Restoration, LLC ("StormAid") is registered as a Limited Liability Company with the Secretary of State and has been since April 9, 2015.
4. The principal place of business for Defendant StormAid was 8953 Cincinnati Columbus Road, West Chester, OH 45069.

5. Defendants at all times relevant to this action engaged in the business of selling consumer goods or services, specifically home improvement goods and services, to consumers in Montgomery County and in other counties in the State of Ohio.
6. Defendants accepted monetary deposits from consumers for home improvement goods and services.
7. After receiving deposits, Defendants failed to deliver the home improvement goods and services that were promised to consumers.
8. Consumers that did not receive their services requested refunds from Defendants.
9. Defendants failed to provide requested refunds to consumers for whom they did not deliver promised services.
10. Home improvement goods and services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.
11. Defendants included a clause in Defendants' contract that provided for liquidated damages of 35% of the insurance amount as applicable against the consumer only.

CONCLUSIONS OF LAW

12. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act, ("CSPA") because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 *et seq.*
13. Venue is proper with this Court pursuant to Ohio Civ. R. 3(C)(3), in that Montgomery County is where the Defendants conducted activity that gave rise to the claim for relief.
14. The Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.01 *et seq.* and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.

15. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as Defendants engaged in the business of effecting consumer transactions either directly or indirectly by soliciting, selling, and repairing home improvement goods and services for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).
16. Defendants committed unfair and deceptive acts and 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 services, failing to make full delivery of the promised services, and failing to provide full refunds.
17. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement repairs and services in an incomplete, shoddy, or unworkmanlike manner, and failing to correct the work.
18. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by contracting with Ohio consumers and including in the contracts unfair, one-sided, and excessive liquidated damages clauses in the event of a breach of contract.
19. 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 therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff’s request for a Declaratory Judgment that the acts and practices set forth above are in violation of the CSPA is hereby GRANTED.

2. Defendants, doing business under their own names, or under the name StormAid Restoration, LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, are hereby PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, including, but not limited to, the conduct described herein.
3. Defendants are ORDERED to pay, jointly and severally, consumer restitution in the amount of \$259,052.23. 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: Finance Specialist
30 E. Broad St. 14th Floor
Columbus, Ohio 43215

The Attorney General's Office will distribute the consumer damages to the following consumers:

Last Name	First Name	Amount
Adams	Wendy	\$10,934.90
Bacher	Craig	\$6,105.35
Bajaj	Rajpal Singh	\$5,120.95
Barnett	Albert	\$11,645.43
Boyd	Teresa	\$5,204.90
Burgdorf	Betty	\$7,180.00
Chamberlain	Ranson	\$12,453.22
Clausing	Carl	\$9,750.57
Comstock	Sandra	\$7,609.01
Dock	Michael	\$3,055.13
Duckworth	Michael	\$7,470.49
Eastep	Craig	\$3,241.88

Foster	Barry	\$18,658.32
Graham	LaShawn	\$8,006.12
Helke	Pam	\$10,056.36
Hines	Chad	\$8,422.39
Houghton	Michael	\$4,557.50
Isaac	Christy	\$5,665.30
Jashed	Usman	\$10,389.00
Keller	Mike	\$4,840.82
Krick	Bill	\$4,753.35
Leifheit	Andrew	\$7,208.77
Lemieux	Cal	\$7,730.03
McKinley	Sue	\$18,180.98
O'Dell	Alan	\$5,788.01
Osborne	Jennifer	\$2,694.53
Park	Andrew	\$5,166.28
Patel	Rohan	\$11,659.12
Prass	Robert	\$11,516.61
Shouse	Julie	\$5,575.50
Sokhey	Kulwant	\$7,133.04
Terry	Trent	\$3,064.84
Uhls	Barb	\$4,672.52
Wolf	Henry	\$3,551.01

4. Defendants are each liable for and ORDERED to pay a civil penalty of \$25,000, pursuant to R.C. 1345.07(D). 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: Finance Specialist
30 E. Broad St. 14th Floor
Columbus, Ohio 43215

5. The Defendants are PERMANENTLY ENJOINED from engaging in any consumer transaction as Suppliers in the State of Ohio until they have satisfied all monetary obligations hereunder.

6. Defendants shall pay Plaintiff the costs of collecting on this judgment as permitted by statute.
7. Defendants shall pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

JUDGE WISEMAN

PREPARED BY:

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General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Number:
2021 CV 00987

Case Title:
STATE OF OHIO EX REL. ATTORNEY GENERAL DAVE
YOST vs STORMAID RESTORATION LLC

Type:

Final Judgment Entry

So Ordered,

May Wiseman

