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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

STATE OF OHIO, ex rel.
DAVE YOST,

Plaintiff,

-vs-

THOMAS CUTURA, et al,
Defendants

2022 1/1 - 7) A 7) CASE NO. 19-CV-200003

COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

JUDGE RAYMOND EWERS

DEFAULT JUDGMENT ENTRY
AND ORDER AS TO DEFENDANT
ASSURANCE ROOFING AND MORE,
LLC, ONLY

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendant Assurance Roofing and More, LLC, only (hereafter "Defendant" or "Assurance Roofing"). Plaintiff's Complaint was filed on December 4, 2019 alleging violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* As reflected on the Clerk of Court's website, Defendant Assurance Roofing was served as of June 3, 2021 but failed to make an appearance or otherwise appear before the Court. A non-oral Default Hearing was held on December 3, 2021 and Defendant failed to appear. The Court finds the Plaintiff's Motion well-taken, and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court, based on that motion and Plaintiff's Complaint, hereby renders the following Default Judgment Entry and Order as to Assurance Roofing and More, LLC:

FINDING OF FACTS

1. Defendant Assurance Roofing and More, LLC is a limited liability home improvement company in the State of Ohio, and is a supplier as defined in R.C. 1345.01(C) who controlled, directed, supervised, approved, formulated, authorized, ratified, operated, personally participated in and benefitted from conducting home improvement services to consumers under various business names.

2. Defendant Thomas Cutura is a natural person employed by Assurance Roofing and who dominated, controlled and directed the business activities and sales conduct of Assurance Roofing and More, LLC and exercised the authority to establish, implement or alter the policies of Assurance Roofing and More, LLC, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
3. In contracting with Ohio consumers, Defendant Cutura at times intentionally misrepresented his name to be "Thomas Southard" or "Thomas John" and/or sometimes misrepresented the business name to consumers in an attempt to impede consumers' abilities to check his background or the company's background.
4. Consumers paid monetary deposits for home improvement goods and/or repair services to Assurance Roofing, but those goods and/or services were never provided, nor were those services refunded within a reasonable time.
5. In cases in which Defendant provided some home improvement or repair services, consumers complained that the work was substandard.
6. In some instances, Defendant did home improvement or repair services without first obtaining the necessary permits required by local, county or state laws.
7. Defendant failed to perform the contracted home improvement and repair duties in a timely manner to Ohio consumers.
8. In some cases, Defendant accepted partial payment for the home improvement and repair services, started performing the work, and thereafter failed to complete the work.
9. Defendant has maintained a pattern of inefficiency, incompetence and/or continuous tactics to stall and evade his legal obligations to consumers.

10. Some contracts with consumers exceeded \$25,000 in cost, yet Defendant required deposits greater than ten percent of the contract price, and failed to include certain information on the contract as required by R.C. Chapter 4722 including, but not limited to, the Defendants' mailing address, taxpayer identification number, the consumer's address and telephone number, the address or location of the property where the home construction service was to be performed, the anticipated start and completion dates, a copy of Defendants' certificate of sufficient general liability coverage, and the dated signatures of Defendants and home owners.
11. Defendant continued to solicit new consumer transactions without satisfying existing judgments against him which stemmed from consumer transactions.
12. Defendant's unfair acts and practices caused damages to consumers in the amount of One Hundred Twenty-four Thousand Fifty Dollars (\$124,050), as set forth in the affidavit of Ohio Attorney General Investigator Scott Massa, filed in this matter December 22, 2021:
- a. Joyce and Larry Orenrich
14309 South Boone Road \$80,000
Columbia Station, OH 44028
 - b. Nancy Williams
13069 Green Road \$10,000
Wakeman, OH 44889
 - c. Ronald Stitchick
36910 Orchard Avenue \$6,500
Avon, OH 44011
 - d. Robert Gross
8655 Avon Belden Rd. \$1,200
North Ridgeville, OH 44039

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| e. | Melissa Burns
338 Lakeside Avenue
Wellington, OH 44090 | \$2,000 |
| f. | Regina Gussie
4318 Venice Road
Sandusky, OH 44870 | \$2,000 |
| g. | Mollie Smale
594 Washington Ave.
Elyria, OH 44035 | \$500 |
| h. | Ashley McCartney
2559 Chadwell Circle
Canton, OH 44720 | \$2,800 |
| i. | Zoltan Laslo
27554 Butternut Ridge Rd.
North Olmsted, OH 44070 | \$12,500 |
| j. | Preston Reid
14228 Cranwood Park Blvd.
Garfield Hts., OH 44125 | \$6,550 |

CONCLUSIONS OF LAW

13. This Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
14. The business practices of Defendant, as described herein and in Plaintiff's Complaint, are governed by the CSPA, R.C. 1345.01 *et seq.*
15. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of this state, is the proper party to commence this action under the authority of the CSPA, R.C. 1345.07 and by virtue of his authority to protect the interest of the citizens of the State of Ohio.

16. Defendant is a "supplier," as that term is defined in R.C. 1345.01(c), as they were engaged in the business of effecting "consumer transactions" for home improvement goods and/or services which were primarily for personal, family or household purposes, within the meaning of R.C. 1345.01(A) and (D).
17. 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 either making shipment or delivery of the goods or 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 requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
18. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
19. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by accepting payments from consumers and commencing work at consumer residences without first securing the requisite permits or licenses to perform the contracted work.
20. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by commencing work at consumer residences, and then abandoning the work site and failing to complete performance of the contracted work.
21. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by maintaining a pattern of inefficiency and incompetence in

performing the contracted work, and in continually stalling and evading their legal obligations to consumers.

22. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by making material misrepresentations to consumers in connection with consumer transactions.
23. Defendant committed unfair or deceptive acts and practices in violation of the Direct Solicitations Rule, O.A.C. 109:4-3-11(A)(5), the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B) by failing to include appropriate cancellation language in the contracts with consumers, and/or giving consumers a separate, appropriately worded "notice of cancellation" required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).
24. Defendant committed unfair or deceptive acts and practices in violation of the HCSSA, R.C. 4722.02, by entering into home construction services contracts with consumers without including all of the required information in the contracts, including the supplier's mailing address and taxpayer identification number, the owner's address and telephone number and/or the location of the property where the work was to be performed, the anticipated start date and completion date for the project, the dated signatures of the contracting parties, and failing to provide to the consumer a copy of supplier's certificate of sufficient general liability coverage.
25. Defendant committed unfair and deceptive acts or practices in violation of the HCSSA, R.C. 4722.03(A) by taking monetary deposits in excess of ten percent (10%) of the contract price.

26. Defendant committed unfair and deceptive acts or practices in violation of the HCSSA, R.C. 4722.03(A) by entering into home construction services contracts with owners, but failing to deliver services in accordance with the contract and failing to provide a full refund within a reasonable time period.
27. Defendant committed unfair and deceptive acts or practices in violation of the HCSSA, R.C. 4722.03(A) by entering into home construction services contracts with owners, and failing to perform the services in a workmanlike manner.
28. These acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* The Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED that:

- A. Plaintiff's request for Declaratory Judgment is **GRANTED**, and it is therefore **DECLARED** that the acts and practices set forth above violate the CSPA, HSSA and HCSSA in the manner set forth herein.
- B. Defendant, under this name, or under any derivation of the name Assurance Roofing and More, LLC, or by any other names, as well as any officers, agents, representatives, salespersons, employees, successors, assigns, and all persons acting in concert or participation with Defendant, directly or indirectly, are **PERMANENTLY ENJOINED** from further violating the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, O.A.C. 109-4-3-01 *et seq.*, the HSSA, R.C. 1345.21 *et seq.* and the HCSSA, R.C. 4722.01 *et seq.*

- C. Defendant is **ORDERED** to pay consumer damages of One Hundred Twenty-Four Thousand Fifty Dollars (\$124,050). This amount may be reduced proportionate to consumer damages actually paid to and received by Plaintiff from the co-Defendant Thomas Cutura.
- D. Defendant is **ORDERED** to pay civil penalties of One Hundred Fifty Thousand Dollars (\$150,000.00) pursuant to R.C. 1345.01(D).
- E. This Court shall retain jurisdiction for the purpose of enforcement of this Order.
- F. Defendant shall pay Plaintiff's costs of collecting on this judgment as permitted by statute.
- G. Defendant is **ORDERED** to pay all court costs of this action.

CASE CLOSED.

IT IS SO ORDERED.



JUDGE RAYMOND EWERS

DATE

1/6/2022

cc: Plaintiff State of Ohio Attorney General
Defendant Assurance Roofing and More, LLC
Defendant Thomas Cutura

Submitted by:

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Rebecca F. Schlag

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