



D134189853

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY  
GENERAL DAVE YOST

Plaintiff,

v.

OHIO BUILDING & REMODELING,  
LLC, *et al.*

Defendants.

Case No. A2004158

Judge ALLEN

COURT USE ONLY	
Case No.	12
Line #	

ENTERED  
FEB 17 2022

**FINAL ENTRY AND ORDER GRANTING JUDGMENT AGAINST DEFENDANT**

On July 16, 2021, Plaintiff filed a Civ. R. 55(A) Motion for Default Judgment against Defendants Ohio Building & Remodeling, LLC and Robert T. Mills ("Defendants") based on their failure to defend or otherwise appear in the lawsuit. The Motion for Default Judgment also asked that the Defendants be held liable for consumer restitution and civil penalties in an amount to be determined at a later date. Plaintiff's Motion for Default Judgment was granted on December 29, 2021. Plaintiff subsequently filed its Memorandum in Support of Damages and Civil Penalties.

Based on Plaintiff's Complaint, the default motion, and the damages memorandum, the Court finds the following facts and conclusions of law, and orders the following relief.

**FINDING OF FACTS**

The Court finds the following facts:

1. Defendant Robert T. Mills ("Mills") is a natural person whose last known address was 1015 E. Apple Lake Dr., Greenfield, IN 46140.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION  
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2. Defendant Mills at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Ohio Building & Remodeling, LLC, including the violations described the complaint.
3. The principal place of business for Ohio Building & Remodeling, LLC was 9435 Waterstone Boulevard – Suite 140, Cincinnati, OH 45249.
4. Ohio Building & Remodeling, LLC is a domestic limited liability company that has been registered with the Ohio Secretary of State since February 5, 2019.
5. Defendants at all times relevant to this action were engaged in the business of providing home improvement goods and services to consumers in Hamilton County and in other counties in Ohio.
6. Defendants accepted monetary deposits from consumers for the purchase of 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 goods and services.
10. Home improvement goods and services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

#### CONCLUSIONS OF LAW

1. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 *et seq.*

2. Venue is proper with this Court pursuant to Ohio Civ. R. 3(C)(2) and (3), in that Hamilton County is the county in which the Defendants had their principal place of business and where the Defendants conducted activity that gave rise to the claim for relief.
3. 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.
4. Defendants Ohio Building & Remodeling, LLC and Robert T. Mills are “suppliers,” as that term is defined in R.C. 1345.01(C), as the Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling home improvement goods and services to individuals in Ohio, including in Hamilton County, for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).
5. 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 Consumer Sales Practices Act (“CSPA”), R.C. 1345.02(A), by accepting money from consumers for goods and services, failing to make full delivery of the promised goods and services, and failing to provide full refunds.
6. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing repairs and services on household goods in an incomplete, shoddy, or unworkmanlike manner, and failing to correct the work.
7. 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, under the name Ohio Building & Remodeling, 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 liable for consumer restitution in the amount of \$24,650 to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

Last Name	First Name	Amount
Henry	Pryor	\$8,750
Shamachary	Sathish	\$15,900

4. Defendants shall pay a civil penalty of \$25,000, pursuant to R.C. 1345.07(D).
5. Defendants are **PERMANENTLY ENJOINED** from engaging in any consumer transactions 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.  
COURT OF COMMON PLEAS  
ENTER  
HON. LISA S. ALLEN  
THE CLERK SHALL SERVE NOTICE  
TO PARTIES PURSUANT TO CIVIL  
RULE 58 WHICH SHALL BE  
AT COSTS HEREIN

**MAGISTRATE**  
FEB 15 2022  
**HAS SEEN**

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HON. JUDGE ALLEN

Prepared by:

/S/ Lisa M. Treleven

LISA M. TRELEVEN (0086628)

Assistant Attorney General

441 Vine Street, 17<sup>th</sup> Floor

Cincinnati, Ohio 45202

Phone: (513) 852-1527

Fax: (866) 347-2545

[Lisa.Treleven@OhioAGO.gov](mailto:Lisa.Treleven@OhioAGO.gov)

*Counsel for Plaintiff, State of Ohio*

