

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO
GENERAL DIVISION**

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Case No.: 22CV-7406

Judge Bill Sperlazza

Plaintiff,

v.

OHIO CONTRACTORS NM, LLC, *et al*,

Defendants.

RECEIVED
ATTORNEY GENERAL OF OHIO
JAN 04 2024
CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

JUDGMENT ENTRY
GRANTING PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT

This matter initially came to be heard upon the filing of Plaintiff’s Motion for Default Judgment against Defendants Ohio Contractors NM, LLC, Mary Hall, and Terrance King (collectively, “Defendants”) on November 14, 2023 (“Default Judgment Motion”). On December 14, 2023, the Court entered an Order requiring Plaintiff to brief the issue of damages within 14 days of its entry.

On December 27, 2023, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties (“Damages Memo”). Plaintiff attached to its Damages Memo as evidence the sworn affidavits of two consumers, each of whom suffered monetary damages due to Defendants’ violations of Ohio consumer protection laws. Plaintiff’s Damages Memo provided evidence in support of its requests for \$25,194.17 in consumer damages and \$25,000.00 in civil penalties.

The Court finds Plaintiff’s request in its Default Judgment Motion for an entry of default judgment against each of the Defendants to be well taken and hereby GRANTS the same. The Court further finds Plaintiff’s request in its Damages Memo for the specific

amounts to be assessed and ordered to be paid by the Defendants for consumer damages and civil penalties to be well taken and hereby GRANTS the same.

The Court makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Defendant Ohio Contractors NM, LLC, at all times relevant herein, was a domestic limited liability company that registered with the Ohio Secretary of State on or about March 14, 2019.
2. A Certificate of Dissolution filing was made with the Ohio Secretary of State for Defendant Ohio Contractors NM, LLC on or about December 15, 2021, indicating it was dissolved effective December 10, 2021.
3. Defendants Terrance King and Mary Hall at all times pertinent hereto controlled and directed the business activities of Defendant Ohio Contractors NM, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
4. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services, including roof repairs and installation, to consumers at their residences in Franklin County, Ohio.
5. Defendants entered into contracts with consumers to provide them home improvement goods and services, including roof repairs and installation.
6. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services, including roof repairs and installation.

7. In some instances, after receiving payment from consumers for home improvement goods and services, including roof repairs and installation, Defendants permitted more than eight weeks to elapse without either making delivery, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
8. In some instances, after receiving payment, Defendants failed to perform any work.
9. In some instances, after receiving payment, Defendants performed some work, but then abandoned the worksite.
10. Despite consumers' demands to do so, Defendants have not refunded consumer deposits and/or payments for goods and services that the Defendants failed to deliver or provide.
11. In some instances, Defendants provided shoddy, substandard, and unworkmanlike home improvement goods and services, including roof repairs and installation, and then failed to correct such work.
12. Defendant Terrance King was previously found, in an Agreed Judgment Entry entered on November 16, 2021 in Franklin County Court of Common Pleas Case No. 11CV08-9717, *State of Ohio ex rel. Attorney general Michael DeWine vs. Home Improvement Terrance King, LLC, et al.*, to have committed similar unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act

(“CSPA”), R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, related to a former home improvement business he operated.

CONCLUSIONS OF LAW

13. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Franklin County is where all of the transactions complained of herein, and out of which this action arises, have occurred.
15. The Attorney General is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by the CSPA.
16. Defendants are each a “supplier,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of effecting and soliciting “consumer transactions.”
17. Defendants engaged in “consumer transactions” by soliciting, offering for sale and selling home improvement goods and services, including roof repairs and installation, to individual consumers in the State of Ohio for purposes that were primarily personal, family, or household within the meaning of the CSPA, R.C. 1345.01(A).
18. Defendants committed unfair or 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 more

than eight weeks to elapse without making delivery, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

19. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
20. The acts or practices described above in Paragraph 19 have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

For the purposes of affecting this Final Judgment Entry, it is hereby ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices set forth above violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, in the manner set forth herein.
- B. Defendants, together with their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under their own or any other names, are hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in any acts or practices that violate the CSPA or its

Substantive Rules, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 18 and 19.

- C. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay, jointly and severally, actual damages in the amount of \$25,194.17 with payment to be made to the Ohio Attorney General for distribution, at his discretion, to the following two consumers:

<u>Last Name</u>	<u>First Name</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Hunter	Lisa	Columbus	OH	\$22,194.17
Jeter	Earl	Columbus	OH	\$3,000.00
				\$25,194.17

- D. Defendants are ORDERED, pursuant to R.C. 1345.07(D), to pay, jointly and severally, civil penalties in a total amount of \$25,000.00.
- E. Defendants are ENJOINED, pursuant to R.C. 1345.07(B), from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action and any other outstanding consumer protection judgments have been satisfied.
- F. Defendants are ORDERED to pay Plaintiff collection costs and interest on the unpaid balance of this judgment as permitted by Ohio law, including, but not limited to, R.C. 131.02, 109.08, and 109.081.
- G. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

Franklin County Court of Common Pleas

Date: 12-29-2023
Case Title: STATE OF OHIO EX REL ATTORNEY GEN DAVE Y -VS- OHIO
CONTRACTORS NM LLC ET AL
Case Number: 22CV007406
Type: DEFAULT JUDGMENT FOR CASE

It Is So Ordered

A handwritten signature in black ink that reads "Bill Spelazza". The signature is written in a cursive style and is positioned over a faint, circular, dotted watermark or seal.

/s/ Judge Bill Spelazza

Court Disposition

Case Number: 22CV007406

Case Style: STATE OF OHIO EX REL ATTORNEY GEN DAVE Y -
VS- OHIO CONTRACTORS NM LLC ET AL

Case Terminated: 12 - Default

Motion Tie Off Information:

1. Motion CMS Document Id: 22CV0074062023-11-1499980000
Document Title: 11-14-2023-MOTION FOR DEFAULT JUDGMENT
- PLAINTIFF: STATE OF OHIO EX REL ATTORNEY GEN DAVE Y
Disposition: MOTION GRANTED