

ORIGINAL

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

FILED

2024 JAN -2 PM 3:41

BRANDEN C. MEYER
CLERK OF COURTS
FAIRFIELD CO. OHIO

STATE OF OHIO ex rel.)
ATTORNEY GENERAL)
DAVE YOST)

Plaintiff,)

v.)

THOMAS EDWARD GRUBB, et. al.)

Defendants.)

Case No: 23 CV 00148
Judge: Trimmer

RECEIVED
ATTORNEY GENERAL OF OHIO

FEB 08 2024

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Final Judgment Entry

Plaintiff, the State of Ohio, ex rel. Attorney General Dave Yost ("Plaintiff") commenced this action on March 8, 2023, filing its Complaint against Defendants Thomas Edward Grubb, Midwest Roof Renovation LLC, and NewFace Exteriors LLC ("Defendants"). The Complaint alleged violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* and sought declaratory relief, injunctive relief, restitution to injured consumers, and civil penalties.

On November 2, 2023, this Court rendered default judgment in favor of the Plaintiff. Default Judgment included an order for all Defendants to pay civil penalties, and for Defendants Midwest Roof Renovation LLC and NewFace Exteriors LLC to pay consumer restitution to all consumers injured by Defendants' conduct, in an amount to be determined at a later date via affidavits. Plaintiff filed its Memorandum in Support of Damages and Civil Penalties Against Defendants ("Damages Memo") on December 8, 2023, in which Plaintiff submitted evidence supporting the amount of civil penalties and consumer damages requested.

Plaintiff submitted evidence, including the affidavits of three consumers, supporting its request for consumer damages and civil penalties. The consumers attested to the damages they suffered. The evidence established that each of the consumers sustained monetary damages in connection with Defendants' home improvement business. The court finds that consumer sustained damages in the total amount of \$83,904.50.

In its Damages Memo, Plaintiff also justified the basis for the amount of civil penalties requested pursuant to R.C. 1345.07(D). Plaintiff provided evidence of Defendants' violations of the CSPA which, pursuant to R.C. 1345.07(D), permit the imposition of a civil penalty in the amount of at least \$75,000. The Court finds Plaintiff's request well-taken.

Based on the above, the Court restates below the Findings of Fact, Conclusions of Law, and Orders that were originally included in the Court's Nunc Pro Tunc November 2, 2023 Order and Entry Granting Default Judgment Entry, and orders additional relief based on the evidence present in the Plaintiff's Damages Memo.

FINDINGS OF FACT

1. Defendant Thomas Edward Grubb ("Defendant Grubb") is an individual residing at 7617 E Grubb Rd. NE, Thornville, OH 43076.
2. Defendant Midwest Roof Renovation LLC is a limited liability company registered with the Ohio Secretary of State with a principal place of business at 7617 E Grubb Rd. NE, Thornville, OH 43076.
3. Defendant NewFace Exteriors LLC is a limited liability company registered with the Ohio Secretary of State with a principal place of business at 7617 E Grubb Rd. NE, Thornville, OH 43076.

4. Defendant Grubb, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendants Midwest Roof Renovation LLC and NewFace Exteriors LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
5. Defendants offered and sold home improvement goods and services, including roofing and siding repairs, at the residences of consumers.
6. Defendants did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services are offered for sale on a continuing basis.
7. Defendants solicited and sold home improvement goods and services, including roofing and siding repairs, to consumers and failed to deliver some of those goods and services within eight weeks.
8. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, including roofing and siding repairs, and failed to deliver those goods and provide the services.
9. In some cases, after receiving payment, Defendants provided some materials to be used in the contracted work, but then failed to perform the work.
10. In some cases, after receiving payment, Defendants failed to provide any materials or perform any work.
11. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

12. During their solicitation and sale of home improvement goods and services, Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation form.
13. Defendants continued to solicit new consumer transactions without satisfying unpaid consumer judgments rendered against them in multiple counties in Ohio, including Fairfield and Franklin counties.

CONCLUSIONS OF LAW

1. The actions of Defendants, as described herein, have occurred in the State of Ohio, in Fairfield County, involved residents of the State of Ohio, and, as set forth herein, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*
2. 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.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Fairfield County is one of the counties in which Defendants conducted activity that gave rise to the claims for relief.
5. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly

or indirectly for home improvement goods and services for a fee, including roofing and siding repairs, to “consumers” for purposes that were primarily for personal, family, or household use as those terms are defined in R.C. 1345.01(A), (C), and (D).

6. Defendants engaged in “home solicitation sales” as “sellers” as that term is defined in R.C. 1345.21, as they made personal solicitations and sales of their goods and services at the residences of “buyers,” within the meaning of R.C. 1345.21(A), (C) and (D).
7. Defendants engaged in 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 for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, 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. Defendants Thomas Edward Grubb and Midwest Roof Renovation LLC engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by soliciting and engaging in new consumer transactions while having unsatisfied consumer protection judgments rendered against them.
9. Defendants engaged in unfair and deceptive acts and practices in violation of the HSSA, R.C. 1345.23, and CSPA, R.C. 1345.02(A), by failing to include appropriate cancellation language in the contracts entered into with consumers, 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).

10. The acts or practices described in Conclusions of Law Paragraphs 7-9 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).

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants, doing business under their own names or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, directly or indirectly, are PERMANENTLY ENJOINED from engaging in the acts and practices described in this order 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.*
- B. It is DECLARED 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 1345.07(B), Defendants Midwest Roof Renovations LLC and NewFace Exteriors LLC are ORDERED to pay damages to all consumers injured by their conduct in the amount of \$83,904.50 to be paid and distributed by the Attorney General to the consumers as specified on the attached Addendum A.

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED to pay civil penalties, pursuant to R.C. 1345.07(D), in the amount of \$75,000.
- E. The \$158,904.50 due to the Attorney General under this Judgment shall be made upon entry of Judgment by delivering a certified check or money order payable to the "Ohio Attorney General's Office" and delivered to:
- Finance Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
- F. Defendants are ENJOINED from engaging in business as a supplier in any consumer transactions with Ohio consumers until they have satisfied all financial liabilities arising from the subsequent damages hearing as well as any other outstanding consumer protection judgments in the State of Ohio.
- G. Defendants Midwest Roof Renovations, LLC and NewFace Exteriors, LLC are ORDERED to pay all costs in bringing this action, including, but not limited to, the costs of collecting on this judgment.
- H. Defendants Midwest Roof Renovations, LLC and NewFace Exteriors, LLC are ORDERED to pay all court costs.

IT IS SO ORDERED

1/02/24
DATE


JUDGE TRIMMER

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This may be a FINAL APPEALABLE ORDER and the Court hereby orders the Clerk to serve notice of this Judgment upon all parties.

Submitted by:
DAVE YOST
Ohio Attorney General

/s/ Christopher Ramdeen
Christopher Ramdeen (0095623)
Assistant Attorney General
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Counsel for Plaintiff, State of Ohio

ADDENDUM A: CONSUMER DAMAGES SUMMARY

Last Name	First Name	City	County	State	Amount
Call	Stacey	Logan	Hocking	OH	\$42,550.00
Gregoire	Thomas	Columbus	Franklin	OH	\$10,062.50
Huntzinger	Joshua	Lancaster	Fairfield	OH	\$31,292.00

TOTAL: \$83,904.50

