

FILED
LUCAS COUNTY2024 JAN 25 PM 3:31
IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO**THIS IS A FINAL
APPEALABLE ORDER**COMMON PLEAS COURT
STATE OF OHIO
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

RITE ON ROOFING AND
SIDING LLC, et al

Defendants.

CASE NO.: G-4801-CI-0202301547-000

JUDGE NAVARRE

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ATTORNEY GENERAL OF OHIO

FEB 13 2024

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE**Final Order and Entry Granting Default Judgment Against Defendants**

This matter initially came to be heard upon the filing of Plaintiff's Motion for Default Judgment against Defendants Rite On Roofing and Siding LLC ("Rite On") and Michael Windle ("Windle") (collectively "Defendants") on July 27, 2023. On August 23, 2023 the Court entered an Order granting Default Judgment and allowing Plaintiff to submit consumer affidavits in lieu of live testimony to establish damages. On January 23, 2024 Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Damages Memo"). Plaintiff attached to its Damages Memorandum as evidence the sworn affidavits of 23 consumers, each of whom suffered monetary damages due to Defendants' violations of Ohio consumer protection laws. Plaintiff's Damages Memorandum provided evidence in support of its request for \$137,175.00 in consumer damages and \$150,000.00 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 Memorandum for the specific amounts to be

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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 Windle is a natural person who resides at 5309 Amsden Avenue, Toledo, Ohio 43613.
2. Defendant Rite On is an Ohio limited liability corporation.
3. Defendant Windle is the sole member and owner of Defendant Rite On.
4. Defendant Windle directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Rite On, as described in the Complaint and in this Order.
5. Defendants solicited individual consumers to enter into consumer transactions involving roofing and siding repair and replacement.
6. Defendants accepted monetary deposits from consumers for roofing and siding repair and replacement.
7. After accepting money from consumers for roofing and siding repair and replacement, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
8. Defendants failed to refund consumers' deposits or payments despite consumers' requests for refunds.

CONCLUSIONS OF LAW

9. 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.

10. The actions of Defendants have occurred in Ohio, including in Lucas County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 *et seq.*
11. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
12. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Lucas County is where Defendants conducted some of the transactions complained of herein.
13. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling home improvement goods or services for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
14. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.

THEREFORE, IT IS 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, 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 them, directly or indirectly, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), 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., including, but not limited to, violating the specific provisions described herein.
- C. Pursuant to R.C. 1345.07(B) Defendants are ORDERED to pay, jointly and severally, actual damages in the amount of \$137,175.00 with payment to be made to the Ohio Attorney General for distribution, at his discretion, to the following consumers:

Consumer LastName	Consumer FirstName	Disputed Amount
Brazeau	Sarah	\$4,925.00
Busch	Joshua	\$4,150.00
Campbell	Robert and Kathy	\$9,650.00
Davis	William	\$2,600.00
Dick	Thomas	\$7,250.00
Geiman	Travis	\$6,000.00
Hauff	Nicholas	\$7,250.00
Herold	Jim	\$2,000.00
Keller	Tom and Natalie	\$10,500.00
Kokocinski	Bernard	\$5,000.00
Koviack	Michael	\$10,000.00
Mauer	Chris	\$6,850.00
Mcillwain	Jeff	\$5,000.00
Miller	Victor Jr.	\$5,700.00
Parlette	Christopher	\$6,750.00
Porter	Jackie	\$7,250.00
Renbaum	Friedbert	\$7,100.00
Rogers	Joshua	\$8,900.00

Scribellito	Angelo	\$900.00
Smith	Elizabeth	\$9,250.00
Vanhorn	Jean	\$4,150.00
West	Lenora	\$4,000.00
Wilcox	Robert	\$2,000.00
TOTAL		\$137,175.00

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), to pay civil penalties jointly and severally in a total amount of \$150,000.00.
- E. Pursuant to R.C. 1345.07(B) Defendants are ENJOINED 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.

1/24/2024
DATE

Lindsay Sharane
JUDGE NAVARRE

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