

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.  
ATTORNEY GENERAL  
DAVE YOST  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

Plaintiff,

v.

ANTHONY RYAN, individually and  
d/b/a as Ryan Roofing &  
Home Improvements, Ltd., et al.

Defendants.

CASE NO. CV 23 00 8028

JUDGE CARL A. AVENI

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

APR 25 2024

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

**FINAL JUDGMENT  
ENTRY AND ORDER AGAINST  
DEFENDANTS**

This matter initially came to be heard upon the filing of Plaintiff's Motion for Default Judgment against Defendants Anthony Ryan, individually, and doing business as Ryan Roofing & Home Improvements, Ltd., and Ryan Roofing & Home Improvements (collectively, "Defendants") on April 2, 2024. Plaintiff concurrently filed its Memorandum in Support, which established Plaintiff's requested relief, including declaratory and injunctive relief, consumer restitution, and civil penalties. Attached to the Memorandum in Support as evidence to establish requested relief were the sworn affidavits of six consumers, all of whom suffered monetary damages due to Defendants' violations of Ohio consumer protection laws.

The Court finds the Plaintiff's Motion to be well taken and hereby GRANTS the Plaintiff's Motion for Default Judgment pursuant to Civ. R. 55(A). The evidence establishes the consumers who submitted affidavits sustained monetary damages totaling \$60,011.96 and that the imposition of a \$50,000.00 civil penalty is appropriate and permitted by R.C. 1345.07(D).

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

**FINDINGS OF FACT**

1. Defendant Anthony Ryan ("Ryan") is a natural person who resides at 422 Fenway Rd, Columbus, OH 43214.
2. Defendant Ryan did business as Defendant Ryan Roofing & Home Improvements, Ltd. ("Ryan Roofing").
3. Defendant Ryan Roofing has represented that its place of business was Defendant Ryan's address at 422 Fenway Rd, Columbus, OH 43214.
4. At all times relevant to this action, Defendant Ryan Roofing was an Ohio limited liability company registered with the Ohio Secretary of State.
5. Defendant Ryan directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Ryan Roofing, as described in this Complaint.
6. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling roof repairs and/or new installs, and related goods and services to consumers, typically at their residences.
7. Defendants do not have a retail business establishment with a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
8. Defendants accepted money from consumers for the purchase of roof repairs and/or installations, and related goods and services.
9. In instances where Defendants engaged in home solicitation sales at consumers' residences, they failed to provide proper documentation putting consumers on notice of their right to cancel and failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

10. In some instances, after accepting money from consumers, Defendants failed to deliver contracted for roof repairs and/or installations, and related goods and services the consumers paid for.
11. Consumers who did not receive the contracted roof repairs and/or installations, and related goods and services requested refunds from Defendants.
12. Defendants failed to provide refunds to consumers for whom they did not deliver the contracted roof repairs and/or installations, and related goods and services.
13. Defendants permitted more than eight weeks to elapse without delivering the promised roofing services or installations nor related goods or services or making a full refund.
14. Defendants' failure to perform contracted home improvement and home construction services in a proper manner has resulted in harm to consumers.

#### **CONCLUSIONS OF LAW**

15. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act, R.C. 1345.01, *et seq.* ("CSPA").
16. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1)-3(C)(3), in that Franklin County is where Defendant Anthony Ryan resides, where the Defendants' principal place of business was located, and where the Defendants conducted some of the activity that gave rise to the claim for relief.
17. 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 R.C. 1345.01 *et seq.*
18. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, Defendants engaged in the business of effecting "consumer

transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

19. Defendants are “sellers” engaging in “home solicitation sales” of “consumer goods or services” as those terms are defined in the HSSA, R.C. 1345.21(A), (C) and (E), because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
20. Defendants engaged in unfair or deceptive acts or practices in violation of the CPSA, R.C. 1345.02(A), 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 within eight weeks, failing to provide full refunds, 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 services of equal or greater value as a good faith substitute.
21. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to provide proper notices to consumers of their rights to cancel their transactions by a specific date.
22. The acts or practices described above in Paragraph 21 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).

### **ORDER**

For the purposes of effecting this Final Judgment Entry and Order, 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, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, in the manner set forth herein.

- B. Defendants, doing business under their own names or any other names, 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, are hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in any unfair, deceptive, or unconscionable acts and practices that violate the CSPA, its Substantive Rules, or the HSSA, including, without limitation, the conduct described in the Conclusions of Law.
- C. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay consumer damages in the amount of \$60,011.96 with payment to be made to the Ohio Attorney General for distribution, at his discretion, to the following consumers:

Last	First	City	State	Amount
Rose	Betty	Westerville	OH	\$ 10,573.41
Freeman	Lasana	Columbus	OH	\$ 16,860.39
Martin	Corria	Columbus	OH	\$ 7,653.80
Poudyel	Leela	Reynoldsburg	OH	\$ 9,414.36
West	Gary	Columbus	OH	\$15,510.00
				\$60,011.96

- 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 a total amount of \$50,000.00.
- E. The \$110,011.96 due to the Attorney General under this Judgment shall be paid upon entry

of Judgment by delivering a certified check or money order payable to the “Ohio Attorney General’s Office” and delivered to:

Financial Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor,  
Columbus, Ohio 43215

- F. Defendants are ORDERED to pay Plaintiff collection costs and interest on the unpaid balance of this judgment as permitted by Ohio law.
- G. Defendants are ORDERED to pay all court costs associated with this matter.
- H. Defendants, pursuant to the Court’s authority in R.C. 1345.07(B) to grant other appropriate relief, are hereby ENJOINED from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action have been satisfied.

**IT IS SO ORDERED**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE

Entry Prepared and Approved By:  
DAVE YOST  
Ohio Attorney General

/s/ Christopher Ramdeen

**Christopher Ramdeen (0095623)**  
Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-995-1577  
[Christopher.Ramdeen@OhioAGO.gov](mailto:Christopher.Ramdeen@OhioAGO.gov)  
***Counsel for Plaintiff***

TO THE CLERK:

Please mail copies of the foregoing Default Judgment Entry and Order to the Defendants at the following address:

Anthony Ryan  
422 Fenway Rd.  
Columbus, OH 43214

Ryan Roofing & Home Improvements, Ltd.  
422 Fenway Rd.  
Columbus, Oh 43214

Franklin County Court of Common Pleas

**Date:** 04-18-2024

**Case Title:** STATE OF OH EX REL ATTY GENERAL DAVE YOS -VS-  
ANTHONY RYAN ET AL

**Case Number:** 23CV008028

**Type:** ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'C. Aveni II', with a stylized flourish at the end.

/s/ Judge Carl A. Aveni II