

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

STATE OF OHIO, ex rel., OHIO
ATTORNEY GENERAL DAVE YOST,
Plaintiff,

Vs.

STAFFORD GROUP-3D
TECHNOLOGIES, d/b/a PREMIER
TURF AND CONSTRUCTION, et al.,
Defendants.

CASE NO. 24 CV H 02 021

JUDGE JAMES P. SCHUCK

**Final Judgment Order and
Entry Against Defendants**

RECEIVED
ATTORNEY GENERAL OF OHIO
SEP 17 2024
CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment, in which the Plaintiff requested a default judgment against Defendants Stafford Group-3D Technologies, d/b/a Premier Turf and Construction and Steve Matheny (collectively "Defendants"). Plaintiff filed its Complaint on February 23, 2024, and obtained service upon Defendant Stafford Group-3D Technologies, dba Premier Turf and Construction on February 24, 2024 and upon Defendant Steve Matheny on May 2, 2024. Defendants have failed to file an answer or otherwise appear in this action. Defendant Steve Matheny is not a minor, incompetent, or an active-duty military, a reservist in active federal service or in active service in the National Guard. The Court finds the Plaintiff's Motion for Default to be well-taken and hereby **GRANTS** a Default Judgment against both Defendants, pursuant to Civ. R. 55(A).

Plaintiff's Motion for Default also set forth the basis for the relief that Plaintiff requested in its Complaint, including declaratory and injunctive relief, consumer damages, and civil penalties. Attached to the Motion for Default as evidence to establish consumer damages were the sworn affidavits of seven consumers who suffered monetary damages due to Defendants' violations of Ohio consumer protection laws. Plaintiff's Motion for Default also set forth the

statutory basis for the issuance of a civil penalty, declaratory, and injunctive relief.

Upon review of Plaintiff's monetary requests in the Motion for Default, the evidence establishes that the seven consumers who submitted affidavits sustained monetary damages totaling \$73,810.90, and the imposition of a \$75,000 civil penalty is appropriate and permitted by R.C. 1345.07(D).

The Court finds the requests in Plaintiff's Motion for Default well-taken and **GRANTS** all relief requested against the two Defendants.

Based on the above, the Court hereby renders its Final Judgment Order and Entry against Defendants and issues the following Findings of Fact, Conclusions of Law, and Orders:

FINDINGS OF FACT

1. Defendant Stafford Group-3D Technologies, LLC is an Ohio limited liability company, doing business under the registered trade name Premier Turf and Construction. Stafford Group-3D Technologies, LLC is registered with the Ohio Secretary of State as Entity Number 4633709.

2. Defendant Steve Matheny is an individual who resides at 535 Pagoda Loop, Delaware, Ohio 43015.

3. Premier Turf and Construction and Stafford Group-3D Technologies, LLC have their principal place(s) of business at 95 Woodland Drive, Powell Ohio 43065.

4. Defendant Steve Matheny is an owner and/or member and/or agent or employee of Premier Turf and Construction and/or Stafford Group-3D Technologies, LLC.

5. Defendant Matheny directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from, and/or otherwise

participated in the day-to-day activities and practices of Premier Turf and Construction as described in the Complaint and in this Order.

6. Defendants solicited and sold home improvement goods and services, including both indoor and outdoor construction projects, at the residences of Ohio consumers.

7. Defendants entered into contracts with consumers for to provide home improvement goods and services, including both indoor and outdoor construction projects.

8. Defendants' contracts did not provide consumers with a proper notice of cancellation.

9. Defendants accepted payments on the contracts for the home improvement goods and services, including both indoor and outdoor construction projects, prior to any work being done.

10. In some instances, after receiving payment from consumers, some consumers notified Defendants they wished to cancel the project, but Defendants failed to timely refund the money paid.

11. In some instances, Defendants failed to perform the home improvement goods and services, including both indoor and outdoor construction projects, and failed to refund the payments made by those consumers.

12. In some instances, Defendants permitted eight weeks to lapse without delivering the goods and services, including both indoor and outdoor construction projects, refunding the consumer payments, or advising consumers of the anticipated delay in delivery of the goods and services and permitting them to cancel.

13. In some instances, Defendants provided home improvement goods and services, including both indoor and outdoor construction projects, but did so in a shoddy, substandard and

unworkmanlike manner.

14. In some instances, Defendants commenced the work under the home improvement contracts, but then abandoned the project and failed to complete the work.

Defendants' failure to perform contracted home improvement goods and services, including both indoor and outdoor construction projects, or failure to do so in a workmanlike manner has resulted in harm to consumers.

CONCLUSIONS OF LAW

15. The Plaintiff 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.

16. The actions of Defendants have occurred in Ohio, including in Delaware County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq. and the Home Solicitation Sales Act ("HSSA"). R.C. 1345.01 et seq.

17. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

18. Venue in this Court is proper, pursuant to Ohio Civ.R. 3(C)(2) and 3(C)(3), because Defendants' principal place of business was located in Delaware County and some of the transaction complained of and out of which this action arose occurred within Delaware County.

19. Defendants are each a "supplier" as that term is defined in R.C. 1345.01(C) because Defendants were, at all relevant times herein, engaged in the business of effecting "consumer transactions" by providing home improvement goods or services including both indoor and outdoor construction projects, to individuals for purposes that were primarily personal, family, or

household, within the meaning of R.C. 1345.01(A) and (D).

20. Defendants are each a "seller" engaged in the business of effecting "home solicitation sales" by making personal solicitations and sales of home improvement services, including both indoor and outdoor construction projects, to "buyers" at the buyers personal residences in Delaware County as well as other counties in the State of Ohio, for purposes which were primarily personal, family, or household within the meaning specified in R.C. 1345.21(A), (C), and (D)

21. Defendants engaged in unfair and deceptive acts and practices in violation of the CPSA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods or services, including both indoor and outdoor construction projects, and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer of the duration of any extended delay and offering to send a refund within two weeks if requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

22. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard home improvement goods and services and then failing to correct such work.

23. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by accepting partial payment from consumers and beginning work at consumers residences, but abandoning the work sites and refusing/failing to complete performance of the contracted work.

24. Defendants engaged in unfair and deceptive acts and practices in violation of the HISSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the contracts

entered into with consumers or to give consumers a separate, appropriate “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).

25. The acts and practices described in paragraphs 21-24 above have previously been determined to violation the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after 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 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. and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R. C. 1345.23 et seq., including, but not limited to, violating the specific provisions described herein.
- B. It is **DECLARED**, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendants, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R. C. 1345.23 et seq., in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendants are **ORDERED**, jointly and severally, to pay to the Ohio Attorney General’s Office consumer damages in the total amount of \$73,810.90 for distribution to the consumers identified on the attached Addendum A, in the amounts specified in Addendum A.
- D. Based on the above findings that Defendants committed unfair and deceptive acts and

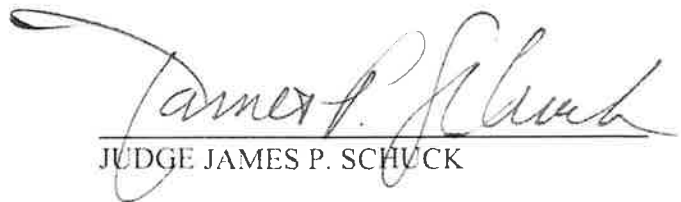
practices in violation of the CSPA, Defendants are **ORDERED**, pursuant to R.C. 1345.07(D), jointly and severally liable to pay the Attorney General civil penalties, in a total amount of \$75,000.

- E. The \$148,810.90 due to the Ohio Attorney General's Office under this judgment shall be paid within seven days of the entry of this judgment by delivering a certified check or money order payable to the Ohio Attorney General's Office to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

- F. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. Defendants are **ORDERED** to pay Plaintiff's collection costs and interest on the final judgment in this matter as permitted by Ohio law.
- H. Defendants are **ORDERED** to pay all court costs.

IT IS SO ORDERED.



JUDGE JAMES P. SCHUCK

THIS IS A FINAL APPEALABLE ORDER
THERE IS NO JUST CAUSE FOR DELAY

The Clerk is ordered to serve upon all parties not in default to appear, notice of the judgment and date of entry upon the journal within three days of journalization.

Addendum A

**State of Ohio ex rel Attorney General Dave Yost
v. Stafford Group-3D Technologies, LLC, et al.**

Case No. 24 CV H 02 0211

Consumer Damages Summary

First Name	Last Name	Address	City	State	Zip	County	Amount
Christopher	Howell	8766 Sunart Ct S	Dublin	OH	43017	Delaware	\$11,531.38
Mary	Johnston	1406 Clover St	Sunbury	OH	43074	Delaware	\$10,000.00
Nirav	Patel	7172 Emmet Row Ln	Dublin	OH	43017	Franklin	\$ 5,480.00
Richard	Schrock	7186 Slate Bend Dr	Delaware	OH	43015	Delaware	\$ 6,975.00
Justin	Sharkey	8010 Marigold Dr	Plain City	OH	43064	Union	\$ 3,500.00
Jessica	Shelby	425 Saffron Dr	Sunbury	OH	43074	Delaware	\$32,163.68
Manichandra	Teerupally	112 Squaregaiter Ln	Lewis Center	OH	43035	Delaware	\$ 4,160.84
						TOTAL	\$73,810.90

Prepared and submitted by

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Rebecca F. Schlag
Rebecca F. Schlag (0061897)
Senior Assistant Attorney General
Consumer Protection Section
Cleveland Regional Office
615 W. Superior Ave., 11th fl.
Cleveland, OH 44113-1899
(216) 787-3030
Rebecca.Schlag@OhioAGO.gov
Counsel for Plaintiff State of Ohio

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the Plaintiff's proposed Final Judgment Entry and Order Against Defendants was sent via regular U.S. mail on the 22nd day of August, 2024 to both Defendants at their last known address:

Steve Matheny, individually and
Steve Matheny, Statutory Agent for
Stafford Group-3D Technologies, LLC
dba Premier Turf and Construction
535 Pagoda Loop
Delaware, OH 43015

Defendants

/s/ Rebecca F. Schlag
Rebecca F. Schlag (0061897)
Senior Assistant Attorney General
Counsel for Plaintiff State of Ohio

