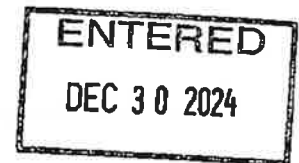


IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO



STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

ROGER G. GRAY, dba ALL
AROUND CONCRETE

Defendant.

CASE NO.: A 2401014

JUDGE JENNIFER L. BRANCH

Entry Granting Default Judgment
Against Defendant Roger G. Gray



This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment Against Defendant Roger G. Gray ("Motion for Default"). Plaintiff filed its Complaint on March 4, 2024, and service was perfected upon Defendant Roger G. Gray ("Defendant") on July 22, 2024, in accordance with Civ.R. 4.6(D). Defendant has failed to make an appearance, file an answer, or otherwise defend against this action. The Court finds Plaintiff's Motion for Default to be well-taken and hereby **GRANTS** a Default Judgment against Defendant, 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. To prove consumer damages, attached to the Motion for Default were the sworn affidavits of nine consumers who attested to the monetary damages they suffered due to Defendant's violations of law. Further, Plaintiff's Motion for Default explained the statutory basis for the issuance of a civil penalty, a declaratory judgment, and injunctive relief against Defendant.

Upon review of Plaintiff's monetary requests in the Motion for Default, the Court concludes that the evidence establishes that the nine consumers who submitted affidavits sustained

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monetary damages totaling \$65,946.00. The Court further concludes that the imposition of a \$50,000.00 civil penalty against Defendant 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 Defendant.

Based on the above, the Court renders a final judgment order and entry against Defendant and issues the following Findings of Fact, Conclusions of Law, and Orders.

FINDINGS OF FACT

1. Defendant is a natural person who previously resided at 203 Pruyn St., Aurora, Indiana 47001.
2. Defendant does business in Ohio using the unregistered fictitious business name All Around Concrete.
3. Defendant also solicited Ohio consumers by representing that his business was named or affiliated with CIN-Concrete or Cincinnati Concrete Co.
4. Defendant advertises, solicits, and sells home improvement and goods and services, including concrete-related services, to consumers for work at their residences.
5. Defendant represented to consumers that he would undertake and complete concrete-related projects or services.
6. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods or services, including various concrete-related services.
7. Upon the acceptance of monetary deposits from consumers, Defendant left the consumers' residences and indicated he would return to provide the home improvement goods or services, including concrete-related services.
8. Defendant never returned to consumers' residences to provide the home improvement

goods or services, including concrete-related services.

9. After accepting money from consumers for home improvement goods or services, including various concrete-related services, Defendant failed to deliver the goods or services that were promised.
10. Consumers who did not receive their goods or their completed services requested refunds from the Defendant.
11. Defendant failed to provide requested refunds to consumers for whom he did not deliver the promised goods or services.

CONCLUSIONS OF LAW

12. The Plaintiff, Ohio 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.
13. The actions of Defendant have occurred in Ohio, including in Hamilton County and other counties, and, as set forth herein, violate 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.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. Venue in this Court is proper, pursuant to Ohio Civ.R. 3(C)(3), because Hamilton County is where Defendant conducted some of the actions that gave rise to Plaintiff's claim for relief.
16. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting "consumer transactions" either directly or individually by soliciting and selling home improvement goods or services to

“consumers” for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).

17. Defendant committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CPSA, R.C. 1345.02(A), by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making shipment or delivery of the good or 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.
18. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions under a fictitious business name that is not registered with the Ohio Secretary of State as required by R.C. 1345.05(A)(3).
19. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq. Defendant committed said violations after The Failure to Deliver Rule was adopted on June 5, 1973, and last amended on March 14, 2005, and after such court decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

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

- A. Defendant, doing business under his own name, the names All Around Concrete, CIN-Concrete, or Cincinnati Concrete Co., or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, directly or indirectly, is 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., 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 Defendant, 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., in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendant is ORDERED to pay to the Ohio Attorney General's Office consumer damages in the total amount of \$65,946.00 for distribution to the following nine consumers.

Last Name	First Name	Amount
Colant	Marco	\$1,750.00
McKinnon	Daryn	\$1,500.00
Moening	Jacob	\$7,896.00
Myers	Kristin	\$6,250.00
Smith	James	\$4,800.00
Strilka	Colleen	\$1,500.00
Hartsock	Wanda	\$3,750.00
McClung	Camden	\$35,000.00
Swanson	Serina	\$3,500.00
	TOTAL:	\$65,946.00

- D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is ORDERED, pursuant to R.C. 1345.07(D), to pay the Attorney General \$50,000 in civil penalties.
- E. The money due to the Attorney General's Office under paragraphs C and D of 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:

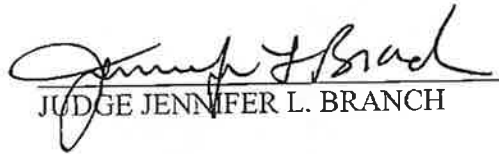
Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General

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, Defendant is ENJOINED from engaging in business as a supplier in any consumer transactions in Ohio until such time as he has satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. Defendant is ORDERED to pay Plaintiff's collection costs and interest on the final judgment in this matter as permitted by Ohio law.
- H. Defendant is ORDERED to pay all court costs.

IT IS SO ORDERED.

12/27/24
DATE


JUDGE JENNIFER L. BRANCH

Submitted by:

DAVE YOST
Ohio Attorney General

MAGISTRATE

DEC 23 2024

HAS SEEN

/s/ Tracy Morrison Dickens

Tracy Morrison Dickens (0082898)
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S. C. Line #:	<u>12</u>

COURT OF COMMON PLEAS ENTER
HON. JENNIFER L. BRANCH
THE CLERK SHALL SERVE NOTICE TO PARTIES PURSUANT TO CIVIL RULE 58 WHICH SHALL BE TAXED AS COSTS HEREIN.