

**IN THE COURT OF COMMON PLEAS  
 FRANKLIN COUNTY, OHIO**

STATE OF OHIO, ex rel.	)	CASE NO. 24 CV 001832
DAVE YOST	)	
ATTORNEY GENERAL OF OHIO	)	JUDGE MICHAEL HOLBROOK
	)	
Plaintiff,	)	
	)	
v.	)	
	)	<b><u>Final Judgment Entry and Order</u></b>
LAWRENCE M. HURST, et al.	)	<b><u>Against Defendants</u></b>
	)	
Defendants.	)	
	)	

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This matter initially came to be heard upon the filing of Plaintiff's Motion for Default Judgment ("Motion for Default") against Defendants Lawrence Hurst ("Hurst") and B&L Custom Concrete, LLC ("B&L") ("Defendants"). Plaintiff's Motion for Default set forth Plaintiff's requested relief, including declaratory and injunctive relief, consumer restitution, and civil penalties, all of which Plaintiff first requested in its Complaint. Attached to the Motion for Default as evidence to establish consumer damages were the sworn affidavits of two consumers who suffered monetary damages due to Defendants' violations of Ohio consumer protection laws.

The Court finds that Plaintiff's Motion for Default to be well taken and hereby **GRANTS** a Default Judgment against Defendants, pursuant to Civ.R. 55(A) and Loc.R. 55.

In accordance with R.C. 1345.07(A)(1), Plaintiff's Motion for Default requested an order declaring that Defendants engaged in acts and practices that violate the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* Plaintiff further requested the issuance of a permanent injunction, pursuant to R.C. 1345.07(A)(2), enjoining Defendants from

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 ATTORNEY GENERAL OF OHIO

**JAN 21 2025**

CONSUMER PROTECTION SECTION  
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engaging in the acts and practices described in the Complaint, including from violating the CSPA, its Substantive Rules, and the HSSA.

The evidence Plaintiff presented establishes that the two consumers who submitted affidavits sustained monetary damages totaling \$34,295.00 and that the imposition of at least a \$50,000.00 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** against Defendants all of the relief requested.

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

**FINDINGS OF FACT**

1. Defendant Hurst is a natural person whose last known address is 1530 Elmore Avenue, Columbus, Ohio 43224.
2. Defendant B&L Custom Concrete, LLC is a domestic Limited Liability Company registered with Ohio Secretary of State on May 19, 2023.
3. Defendant Hurst, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant B&L, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
4. Defendants engaged in the business of providing home improvement and construction goods and services, including concrete-related services, to consumers for work on their residences.
5. Defendants did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services were offered for sale on a continuing basis.

6. Defendants represented to consumers that they would undertake and complete home improvement and construction goods and services, including concrete-related services, and failed to deliver those goods and provide the services.
7. Defendants represented to consumers that they would undertake and complete home improvement and construction goods and services, including concrete-related services, and failed to deliver those goods and provide the services.
8. Defendants represented to consumers that they would provide the contracted goods and services, including concrete-related services, within an estimated time and then failed to provide such goods and services in the time promised.
9. In some cases, after receiving payment, Defendants began to perform home improvement and construction work, including concrete-related services, but then failed to complete the work.
10. In some cases, Defendants provided shoddy and substandard home improvement and construction services, including concrete-related services, to consumers and then failed to correct such services.
11. Defendants did not provide consumers with refunds of deposits paid when Defendants failed to provide the contracted goods or perform the contracted services.
12. In some cases, after Defendants failed to provide the contracted goods and services, including concrete-related services, Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
13. During their solicitation and sale of home improvement and construction goods and services, including concrete-related services, Defendants did not notify consumers of their cancellation rights, nor did they provide consumers with a notice of cancellation form.

14. In October of 2022, Plaintiff filed a Complaint, Case Number 22CV95549, against Defendant Hurst in the Warren County Court of Common Pleas for actions similar to those alleged in the Complaint.
15. On September 12, 2023, the Warren County court issued a Final Judgment Entry and Order against Defendant Hurst for the violations alleged in the lawsuit. The Final Judgment included a prohibition on violating the CSPA and the HSSA, ordered Defendant Hurst to pay consumer damages of \$4,980 and a civil penalty of \$40,000, and enjoined Defendant Hurst from engaging in business as a supplier in any consumer transactions with Ohio consumers until he satisfied all financial liabilities arising from the Judgment. Defendant Hurst has not paid any amounts owed under the Final Judgment.
16. Defendant Hurst continues to operate Defendant B&L and solicit new consumer transactions without paying the Final Judgment rendered against him in the Warren County Court of Common Pleas, Case No. 22CV95549.

#### **CONCLUSIONS OF LAW**

17. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
18. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (3), and (6), in that Defendant Hurst resides in Franklin County, this is the county Defendants conducted activity giving rise to the claims for relief, and this is the county in which all or part of the claims for relief arose.
19. 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.

20. Defendants are "suppliers" as they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for home improvement and construction goods and services for a fee, 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).
21. Defendants 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 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 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 work and then failing to correct such work.
23. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendants procured the sale of consumer goods or services at the residents of consumers.
24. Defendants violated the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), 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).

25. Defendant Hurst committed unfair or deceptive acts and 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 him.
26. The acts or practices described in paragraphs 21-25 above 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

**ORDER**

27. For the purposes of affecting this Default Judgment Entry and Order, it is hereby ORDERED, ADJUDGED, and DECREED that:

- A. Plaintiff's request for a Declaratory Judgment is GRANTED, and it is therefore DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendants, set forth above, violate the CSPA, its Substantive Rules, and the HSSA, in the manner set forth herein.
- B. Defendants, doing business under their own names, or any other names, together with his agents, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association is hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, its Substantive Rules, or the HSSA, including, without limitation, the conduct described in the Conclusions of Law Paragraphs above.
- C. Defendants, jointly and severally, are ORDERED, pursuant to R.C. 1345.07(B), to pay consumer damages in the amount of \$34,295.00, with payment to be made to the Attorney

General for distribution to the following two consumers: Gregory Morgan and Kathryn Hannahs.

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants, jointly and severally, are ORDERED, pursuant to R.C. 1345.07(D), to pay the Attorney General civil penalties, in a total amount of \$50,000.00. Payment shall be due within seven days of the entry of this judgment.
- E. Defendants are ORDERED to pay Plaintiff's collection costs and interest on the unpaid balance of this judgment as permitted by Ohio law.
- F. Defendants are ORDERED to pay all court costs associated with this matter.
- G. Defendants, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, is 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 HOLBROOK

Submitted By:

DAVE YOST  
Ohio Attorney General

/s/ Paige E. Weinstein  
PAIGE WEINSTEIN (0098371)  
CHRISTOPHER RAMDEEN (0095623)  
Assistant Attorneys General  
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TO THE CLERK:

Please mail copies of the foregoing Final Judgment Entry and Order to the Defendants at the following addresses:

Lawrence Hurst  
1530 Elmore Avenue  
Columbus, Ohio 43224

B&L Custom Concrete, LLC  
c/o Elizabeth Williams as Statutory Agent  
5120 Ranstead Court  
Columbus, Ohio 43220



Franklin County Court of Common Pleas

**Date:** 01-10-2025  
**Case Title:** STATE OF OHIO EX REL OHIO ATTORNEY GENER -VS-  
LAWRENCE M HURST ET AL  
**Case Number:** 24CV001832  
**Type:** DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in cursive script, reading "Michael J. Holbrook", is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The seal contains the text "FRANKLIN COUNTY OHIO" and "COURT OF COMMON PLEAS".

/s/ Judge Michael J. Holbrook

Court Disposition

Case Number: 24CV001832

Case Style: STATE OF OHIO EX REL OHIO ATTORNEY GENER -  
VS- LAWRENCE M HURST ET AL

Case Terminated: 12 - Default

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 24CV0018322024-12-1699980000  
Document Title: 12-16-2024-MOTION FOR DEFAULT JUDGMENT  
- PLAINTIFF: STATE OF OHIO EX REL OHIO ATTORNEY GENER  
Disposition: MOTION GRANTED