

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

JOSEPH SLYE, et al.

Defendants.

CASE NO. 24 CV 6861

JUDGE HOLBROOK

**Default Judgment Entry and
Order Against Defendants**

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FEB 14 2025
CONSUMER PROTECTION SECTION
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This cause came to be heard upon Plaintiff's Memorandum in Support of Damages and Other Requested Relief. This Court granted Plaintiff's Motion for Default Judgment against Defendants Joseph Slye ("Slye"), David Harvey ("Harvey"), and Magic Touch Exteriors, LLC ("Magic Touch") (collectively, "Defendants") on December 10, 2024. Pursuant to the Court's Default Judgment Order, Plaintiff timely filed its Memorandum in Support of Damages and Other Requested Relief on February 5, 2025.

Plaintiff attached the sworn affidavits of 30 consumers who suffered a total of \$334,166.69 in monetary damages as a result of Defendants' violations. Plaintiff's Memorandum also provided support for its request that each Defendant be ordered to pay at least \$50,000 in civil penalties. Plaintiff's Memorandum also set forth the basis for the additional relief that Plaintiff requested in its Complaint, including declaratory and injunctive relief.

The Court finds all of Plaintiff's requests well-taken. The evidence establishes that the 30 consumers who submitted affidavits sustained monetary damages totaling \$334,166.69 and that the imposition of a total of \$150,000 in civil penalties—\$50,000 to be paid by each Defendant—is appropriate and permitted by R.C. 1345.07(D).

Based on the above, the Court renders a final judgment order and entry against

Defendants, including restating Findings of Fact, Conclusions of Law from its December 10, 2024 Default Judgment Order, and issuing additional Final Orders.

FINDINGS OF FACT

1. Defendant Slye is a natural person residing at 5890 Alouette Court, Galloway, Ohio 43119.
2. Defendant Harvey is a natural person residing at 511 Oak Village Drive, Columbus, Ohio 43207.
3. Defendant Magic Touch is a domestic Limited Liability Company registered with the Ohio Secretary of State on September 16, 2019.
4. Defendant Harvey was the owner of Defendant Magic Touch and operated the production business for Defendant Magic Touch. In this capacity, Defendant Harvey worked with the product suppliers to obtain supplies for the jobs and subcontractors to complete storm damage repairs, including roof, siding and gutter repairs and replacements.
5. Defendant Slye was the general manager of operations for Defendant Magic Touch and operated the sales business for Defendant Magic Touch. As the general manager, Defendant Slye worked with the salesmen and project managers to sell the storm damage repairs, including roof, siding, and gutter repairs and replacements. Defendant Slye also negotiated the scope of repairs with the consumers' insurance companies.
6. Defendants solicit and sell home improvement goods and services, typically storm damage repairs including roof, siding, and gutter repairs and replacements, to consumers at the consumers' residences.
7. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited, or services are offered for sale on a continuing basis.

8. Defendants enter into contracts with consumers to provide various home improvement services, typically storm damage repairs including roof, siding, and gutter repairs and replacements.
9. Defendants travel around the state of Ohio, and into other states, into areas that have recently been hit by storms.
10. Defendants approach consumers' residences and knock on doors in an attempt to get consumers to enter into contracts for repairs to their homes caused by storm damage.
11. Typically, consumers have either made insurance claims related to the storm damage or Defendants suggest they do so.
12. In some cases, Defendants worked directly with consumers' insurance companies on consumers' behalf to determine the scope of work and cost.
13. Defendants enter into contracts with consumers to provide various home improvement services, typically storm damage repairs, including roof, siding, and gutter repairs and replacements.
14. The contracts are based on the work and monetary amount allowed by the consumers' insurance claims.
15. Under the contracts, Defendants accepted down payments for various home improvement services, typically storm damage repairs including roof, siding, and gutter repairs and replacements.
16. Payments to Defendants matched the amount approved by the consumers' insurance companies or the amounts that the insurance companies actually paid the consumers.
17. Defendants represented to consumers that they would undertake and complete various home improvement services, typically storm damage repairs including roof, siding and

gutter repairs and replacements and, in some instances, and failed to deliver the contracted for services within eight weeks of the contract date or promised start date.

18. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.
19. At the time of the transactions, Defendants' contracts failed to provide consumers with notice of cancellation forms describing consumers' three-day right to cancel the transactions.

CONCLUSIONS OF LAW

20. Defendants Slye and Harvey, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Magic Touch, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
21. Defendants are each a "supplier," 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).
22. Defendants are each a "seller," 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.
23. Defendants committed unfair or deceptive acts or 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 goods or services of equal or greater value as a good faith substitute.

24. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by beginning work on consumers' homes after receiving a deposit but then abandoning the worksites, leaving incomplete work, and refusing to complete such work.
25. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), by failing to provide the proper notice of consumers' right to cancel the home solicitation sale three business days after the consumers signed an agreement.
26. The acts or practices described 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For the purposes of affecting this Default 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, R.C. 1345.01 *et seq.*, its Substantive Rules, Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth herein.
- B. Defendants, 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, under their own or any other names, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in any acts or practices that 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. 1345.21 *et seq.*, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 23 through 25.

- C. Defendants are ORDERED, pursuant to R.C. 1345.07(B), to pay \$334,166.69 in actual damages to all consumers injured by Defendants' conduct as set forth herein. Payment shall be made to the Ohio Attorney General's Office to be distributed to consumers and is due within seven days of the entry of this judgment.
- D. Defendants are each individually ORDERED, pursuant to R.C. 1345.07(D), to pay civil penalty of \$50,000.00 each, for a total amount of \$150,000.00 in civil penalties. Payment shall be made to the Ohio Attorney General's Office and is due within seven days of the entry of this judgment.
- E. Defendants are ENJOINED, pursuant to R.C. 1345.07(B), 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.
- F. Defendants are ORDERED to pay Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

JUDGE MICHAEL HOLBROOK

Entry Prepared and Approved By:
DAVE YOST
Ohio Attorney General

s/ Teresa A. Heffernan
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Franklin County Court of Common Pleas

Date: 02-13-2025
Case Title: STATE OF OHIO EX REL OHIO ATTORNEY GENER -VS-
JOSEPH SLYE ET AL
Case Number: 24CV006861
Type: JUDGMENT ENTRY

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.

/s/ Judge Michael J. Holbrook