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COMMON PLEAS COURT  
MARION CO. OHIO

2025 MAY 21 AM 9:07

JESSICA WALLACE  
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS  
MARION COUNTY, OHIO

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	CASE NO. 2024 CV 0070
	)	
	)	Judge: Matthew P. Frericks
Plaintiff,	)	
v,	)	CONSENT JUDGMENT AND
	)	AGREED FINAL ENTRY
DEREK BARKLEY, <i>et al.</i> ,	)	AND ORDER
	)	
Defendants.	)	

This matter came upon the filing of a Complaint on February 14, 2024, by Plaintiff, the State of Ohio, charging Defendants Derek Barkley and Barkley Construction, LLC ("Defendants") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm. Code 109:4-3-01 *et seq.* Plaintiff and Defendants have agreed to settle and resolve all matters alleged in the Complaint.

By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), Defendants submit to the personal jurisdiction of this Court, waive any claims they have or may have regarding service of process of the summons and Complaint, and/or any defects therein, and consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), and to the rights of Plaintiff to enforce this Consent Judgment.

**FINDING OF FACTS**

1. Defendant Derek Barkley is a nature person residing at 1835 Marseilles-Galion Rd. W., Morral, Ohio 43337.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION  
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2. Defendant Barkley Construction, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on May 3, 2021.
3. Defendants engaged in the business of providing home improvement and construction goods and services to consumers for work on their residences.
4. Defendants represented to consumers that they would undertake and complete home improvement and construction goods and services and failed to deliver some of those goods and services within eight weeks.
5. Defendants accepted monetary deposits from consumers for the purchase of home improvement and construction goods and services and failed to deliver those goods and provide the services.
6. Defendants represented to consumers that they would provide the contracted goods and services within an estimated time and then failed to provide such goods and services in the time promised.
7. In some cases, Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
8. In some cases, after receiving payment, Defendants began to perform home improvement and construction work but then failed to complete the work.
9. In some cases, Defendants provided shoddy and substandard home improvement and construction services to consumers and then failed to correct such services.
10. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

CONCLUSIONS OF LAW

11. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
12. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (3), and (6), in that Defendants reside in Marion County, this is the county where they conducted activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.
13. The Ohio 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 the CSPA.
14. 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).
15. Defendant Barkley, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Barkley Construction, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
16. 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.

17. 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.

18. The acts and practices described above in Paragraphs 16 and 17 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

- A. The Court hereby DECLARES that the acts and practices described 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 in the Complaint.
- B. Defendants, under their names, or by any other names, as well as their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, are PERMANENTLY ENJOINED from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay consumer damages in the total amount of \$34,458.63 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Section's holding account for distribution to the consumers in the amounts as follows:

Consumer	Damages
Smith	\$1,200.00

Showecker	\$4,200.00
Feeley	\$433.00
Benson	\$13,500.00
Everly	\$2,500.00
Auck	\$2,617.00
Shirley Parker	\$1,250.00
Jim Feazel	\$2,650.00
Valerie Frasure	\$6,108.63
	Total: \$34,458.63

Payments shall be made in accordance with the payment schedule in Paragraph E.

- D. Defendants are ORDERED, pursuant to R.C. 1345.07(D), jointly and severally liable to pay a civil penalty to the Ohio Attorney General's Office in the total amount of \$30,000.00. Due to Defendants' financial status and inability to pay the total amount, \$20,000.00 of this civil penalty shall be suspended, so long as Defendants are in full compliance with all the provisions of this Consent Judgment, including the payment schedule in Paragraph E below. The remaining \$10,000.00 shall be due and paid in accordance with the payment plan outlined in Paragraph E below and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Marion County Treasurer, per R.C. 1345.07(G).
- E. It is ORDERED that Defendants shall pay the amount of \$44,458.63 to the Ohio Attorney General's Office as ordered in Paragraphs C and D above and with the following schedule: Defendants shall pay \$500.00 every month for 6 months, starting May 31, 2025. Defendants shall then pay \$750.00 every month for 6 months, starting on November 30,

2025. Defendants shall then pay \$1,000.00 every month for 6 months, starting on May 31, 2026. Defendants shall then pay \$1,500.00 every month for 6 months, starting on November 30, 2026. Defendants shall then pay \$2,000.00 every month for 10 months, starting on May 31, 2027. Defendants shall then make a final payment of \$1,958.63, due by March 31, 2028. Monthly payments shall be due the last day of each month. Payment shall be made by certified check or money order, made 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. It is further ORDERED that if Defendants fails to make any payment due in accordance with the payment schedule set forth in Paragraph E above, all remaining payments shall immediately become due and payable.
- G. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the acceleration in Paragraph F above of the civil penalty amount, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- H. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should this occur, the Collections Enforcement Section will assess additional collection costs and interest on the unpaid balance pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant to abide by this Consent Judgment, the Defendants shall be liable to the Ohio Attorney General, should it prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- J. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of this Consent Judgment, under any authority granted to the Ohio Attorney General. This Consent Judgment resolves only the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.
- K. Defendants shall not represent, directly or indirectly or in any way whatsoever, that the Court or the Plaintiff has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
- L. Defendants shall be prohibited from engaging in consumer transactions as a supplier in the State of Ohio if they are not in compliance with all the applicable provisions of this Consent Judgment, including, but not limited to, those with monetary payment obligations.
- M. Defendants shall pay all court costs associated with this matter.
- N. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.


IT IS SO ORDERED.

5/20/2025  
DATE


  
JUDGE MATTHEW P. FRERICKS

APPROVED AND AGREED TO BY:

DAVE YOST  
Ohio Attorney General

  
\_\_\_\_\_  
Brandon C. Duck (0076725)  
Assistant Attorney General  
Office of the Ohio Attorney General  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: (614) 466-1031  
[Brandon.Duck@ohioAGO.gov](mailto:Brandon.Duck@ohioAGO.gov)

5-19-25  
Date

DEFENDANT  
  
\_\_\_\_\_  
Derek Barkley,  
Individually and dba Barkley Construction, LLC

5-18-2025  
Date

DEFENDANT  
  
\_\_\_\_\_  
Derek Barkley,  
Barkley Construction, LLC

5-18-2025  
Date

COUNSEL FOR DEFENDANTS

  
\_\_\_\_\_  
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5-18-25  
Date