

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CASE NO. 24 CV 000761
DAVE YOST)	
)	JUDGE JEFFREY M. BROWN
Plaintiff)	
v.)	
CURTIS LEE MARCUM, JR., et al.,)	
Defendants)	

Order and Entry Granting Default Judgment Against Defendants

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on May 22, 2025. Plaintiff filed its Complaint against Curtis Lee Marcum, Jr., individually and dba Supreme Home Renovation, LLC ("Marcum") and Supreme Home Renovation, LLC ("Supreme") (collectively "Defendants") on January 29, 2024. Defendants were served by publication on January 27, 2025 and they have failed to respond within the 28 days allotted under the civil rules. Defendant Marcum is not active duty military, a reservist in active federal service, or a National Guardsman in active service. The Court accepts Plaintiff's affidavits previously submitted with their Motion for Default Judgment from Jessica Beauvais and John Posten as substantive evidence to prove consumer damages.

Therefore, pursuant to Civ.R. 55(A) and Loc.R. 55, the Court hereby **GRANTS** a default judgment against Defendants.

FINDINGS OF FACT

1. Defendant Marcum is a natural person whose last known address is 5807 Hunting Hollow Court, Galloway, Ohio 43119.
2. Defendant Marcum did business using the name Supreme Home Renovation, LLC.

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ATTORNEY GENERAL OF OHIO

3. Defendant Supreme Home Renovation's last known place of business was 3057 B East 5th Avenue, Columbus, Ohio 43219.
4. Defendant Supreme Home Renovation was an Ohio limited liability company registered with the Ohio Secretary of State.
5. Defendant Marcum directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Supreme Home Renovation, as described in the Complaint and in this Order.
6. Defendants were engaged in the business of soliciting and selling home improvement goods and services to consumers, including building and fence construction.
7. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
8. In some instances, after accepting money from consumers for home improvement goods or services, Defendants failed to deliver the contracted for goods or services.
9. Consumers who did not receive their goods or services requested refunds from Defendants.
10. Defendants failed to provide requested refunds to consumers for whom they did not deliver the contracted home improvement goods or services.
11. Defendants permitted more than eight weeks to elapse without delivering the promised home improvement goods or services or making a full refund.
12. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
13. Defendants' failure to perform contracted home improvement goods and services in a proper manner has resulted in harm to consumers.

CONCLUSIONS OF LAW

14. The 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.
15. The actions of Defendants have occurred in Ohio, including in Franklin County and, as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
17. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Franklin County is where Defendants conducted some of the transactions complained of herein.
18. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants engaged in the business of effecting “consumer transactions” by soliciting and selling home improvement goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
19. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, failing to provide full refunds, 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.

20. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement services in an incomplete, shoddy, substandard, and unworkmanlike manner and then failing to correct such work.
21. 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 made 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.*, 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 Defendants, as set forth above, violate the CSPA, R.C. 1345.01 *et seq.*, 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), Defendants are ORDERED jointly and severally liable to pay consumer damages in the total amount of \$36,597.79 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 consumer victims Jessica Beauvais and John Posten.

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, pursuant to R.C. 1345.07(D), Defendants are ORDERED jointly and severally liable to pay civil penalties in the amount of \$20,000.00 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to then be distributed by the Ohio Attorney General's Office Consumer Protection Section to the Franklin County Treasurer, pursuant to R.C. 1345.07(G).
- E. The total amount of this judgment ordered to be paid by the Defendants to the Ohio Attorney General's Office Consumer Protection Section is \$56,597.79. Payment is due within 7 days of the Final Judgment and shall be made by a certified check or money order payable to the "Ohio Attorney General's Office" to:

Ohio Attorney General's Office
ATTN: Consumer Protection Financial Specialist
30 E. Broad St., 14th Fl.
Columbus, Ohio 43215

- F. Defendants are prohibited from engaging in consumer transactions as suppliers in the State of Ohio until they have satisfied all restitution, civil penalties and court costs.
- G. Defendants are ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to post judgment interest on the total award from the date of the filing of the Final Judgment at the legal rate in accordance with Civ. R. 54(D) and the costs of collecting on any judgment awarded.
- H. Defendants are ORDERED to pay all court costs.

DATE

JUDGE

Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Rosemary E. Rupert
Rosemary E. Rupert (0042389)
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Attorney for Plaintiff

Franklin County Court of Common Pleas

Date: 06-30-2025

Case Title: STATE OF OHIO EX REL ATTY GENERAL DAVE Y -VS- CURTIS L MARCUM JR ET AL

Case Number: 24CV000761

Type: DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Jeffrey M. Brown", is positioned above a horizontal line.

/s/ Judge Jeffrey M. Brown

Court Disposition

Case Number: 24CV000761

Case Style: STATE OF OHIO EX REL ATTY GENERAL DAVE Y -
VS- CURTIS L MARCUM JR ET AL

Case Terminated: 12 - Default

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 24CV0007612025-05-2299970000
Document Title: 05-22-2025-MOTION FOR DEFAULT JUDGMENT
- PLAINTIFF: STATE OF OHIO EX REL ATTY GENERAL DAVE Y
Disposition: MOTION GRANTED