

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

FILED
MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS
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CV 2024 10 2022

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CASE NO. CV 2024 10 2022
DAVE YOST)	
)	JUDGE KEITH M. SPAETH
Plaintiff)	
v.)	
SUPERIOR CONCRETE AND)	
HARDSCAPE DESIGN LLC et al.,)	AUG 21 2025
)	
Defendants)	

RECEIVED
ATTORNEY GENERAL OF OHIO

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

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 July 25, 2025. Plaintiff filed its Complaint against Superior Concrete and Hardscape Design LLC ("Superior") and Justin Cole Hensley ("Hensley") (collectively "Defendants") on October 10, 2024. Defendants were served by the Sheriff of Kenton County Kentucky on March 14, 2025, and they have failed to respond within the 28 days allotted under the Civil Rules. Defendant Hensley 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 Consumers Desiree Barrett, Chris Brucker, Ryan Cash, Chad Klump, and Megan Molnar as substantive evidence to prove consumer damages.

Therefore, pursuant to Civ.R. 55(A) and Loc.R. 5.08, the Court hereby **GRANTS** a default judgment against Defendants.

FINDINGS OF FACT

1. Defendant Superior Concrete and Hardscape Design LLC was a Kentucky limited liability company with its principal address at 4183 Birnam Dr., Independence, KY 41051.

2. The status of the Kentucky Secretary of State business registration for Superior Concrete and Hardscape Design LLC is inactive.
3. Defendant Justin Cole Hensley is a natural person who resides at 4183 Birnam Dr., Independence, KY 41051.
4. Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services to consumers, mainly asphalt and concrete repair, replacement and installation.
5. Defendants do not have a physical location where their goods and services are exhibited or offered for sale on a continuing basis but solicit and sell their services at the homes of consumers.
6. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services, mainly asphalt and concrete repair, replacement and installation.
7. In some instances, after accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
8. In some instances, Defendants' home improvement services, mainly asphalt and concrete repair, replacement and installation, were performed in an incomplete, shoddy, substandard, or unworkmanlike manner which Defendants failed to correct.
9. In those instances, consumers had to pay other contractors to have the work repaired or redone.
10. Defendants have performed home improvement services, mainly asphalt and concrete repair, replacement and installation, in jurisdictions which required a permit to perform

such work and failed to obtain the necessary permits before beginning the home improvement services.

11. During their solicitation and sale of home improvement goods and services, Defendants did not notify consumers of their cancellation rights, nor did they provide the consumers with a notice of cancellation form.

CONCLUSIONS OF LAW

12. 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.
13. The actions of Defendants have occurred in Ohio, including in Butler 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., and the Home Sales Solicitation Act (“HSSA”), R.C. 1345.21 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 Butler County is where Defendants conducted some of the transactions complained of herein.
16. Defendants are each “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” either directly or indirectly by soliciting and selling home improvement goods or services to consumers in Butler County and other counties in Ohio for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

17. Defendants each engaged in “home solicitation sales” as “sellers” as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitation of sales at the residences of “buyers” within the meaning of R.C. 1345.21(A), (C), and (D).
18. 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, 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.
19. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA, by performing home improvement repairs or services, mainly asphalt and concrete repair, replacement and installation, in an incomplete, shoddy, substandard, and unworkmanlike manner and failing to correct such work.
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, mainly asphalt and concrete repair, replacement and installation, in jurisdictions which requires permits to perform such work and failing to obtain the necessary permits before beginning the home improvement repairs or services.
21. 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).

22. The acts or practices described in paragraphs 18-21 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.*, and the HSSA, R.C. 1345.21 *et seq.*, including, but not limited to, violating the specific statutes and rules violated 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.*, and HSSA, R.C. 1345.21 *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 \$66,410.00 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 consumer victims as set forth below:
 - a. Desiree Barrett \$4,910.00
 - b. Chris Brucker \$13,000.00

- c. Ryan Cash \$6,500.00
- d. Chad Klump \$26,000.00
- e. Megan Molnar \$16,000.00

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 \$25,000.00 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 the Butler 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 \$91,410.00. 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.



JUDGE KEITH M. SPAETH

Submitted by:

DAVE YOST
Ohio Attorney General

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