

IN THE COURT OF COMMON PLEAS  
FAIRFIELD COUNTY, OHIO

FILED

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BRANDEN C. MEYER  
CLERK OF COURTS  
FAIRFIELD COUNTY, OHIO

STATE OF OHIO, *ex rel.* )  
ATTORNEY GENERAL )  
DAVE YOST )  
 )  
PLAINTIFF, )  
 )  
v. )  
 )  
JEFFREY GRIMES, *et al.* )  
 )  
DEFENDANTS. )

CASE NO. 24 CV 587

JUDGE BERENS

**DEFAULT JUDGMENT ENTRY AND  
ORDER AGAINST DEFENDANTS**

This cause came to be heard upon Plaintiff's Motion for Default Judgment and Request for Affidavit Testimony Instead of Live Testimony at Damages Hearing. The Court finds the Plaintiff's Motion to be well taken and hereby GRANTS the Plaintiff's Motion for Default Judgment pursuant to Civ.R. 55(A). The Court further grants Plaintiff's request to present evidence of consumer damages via affidavits. The Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Defendant Jeffrey Grimes is a natural person residing at 7500 Marietta Rd. SE, Bremen, OH 43107.
2. Defendant In and Out Creations, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on June 20, 2016.
3. Defendants provide home improvement and construction services, specifically landscaping services, to consumers in Ohio, including in Fairfield County.

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION  
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4. Defendants solicited and sold home improvement goods and services at the residences of Ohio consumers.
5. Defendants accepted down payments for home improvement goods and services, specifically landscaping services.
6. In some instances, Defendants had consumers write their down payment checks directly to Defendant Grimes.
7. In some instances, Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and provide the services.
8. In some instances, after receiving payment, Defendants began work under the contract, but then failed to complete the work or provide a timely refund.
9. In some cases, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
10. In some instances, Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.
11. In some instances, Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
12. In some instances, Defendants have failed to refund consumers' deposits or payments despite agreeing to do so.
13. In some instances, Defendants failed to provide consumers notice of their cancellation rights and provide consumers with a separate, appropriately worded Notice of Cancellation detailing their cancellation rights under Ohio law.

### CONCLUSIONS OF LAW

14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (3), and (6), in that Defendants reside in Fairfield County, this is the county where they conducted some of the activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.
16. The Attorney General brought this action in the public interest and on behalf of the State of Ohio under the authority vested in him by Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
17. 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 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).
18. Defendants, as described below, engaged in “home solicitation sales” as a “seller” as those terms are defined in the Home Solicitation Sales Act, (“HSSA”), R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A), (C), and (D).
19. 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.

20. 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.
21. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to provide consumers with notice of their right to cancel their transactions within three business days.
22. The act or practice described above has 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 DÉCLARED that the acts and practices 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 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 these or any other names, are hereby PERMANENTLY ENJOINED from engaging in the acts and practices of which Plaintiff

complains 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.*

- C. Defendants are hereby PERMANENTLY ENJOINED from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation and any other outstanding consumer judgments.
- D. Pursuant to R.C. 1345.07(B), Defendants are jointly and severally liable for, and ORDERED to pay, consumer damages in the amount of \$6,550.00 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 by the Attorney General to the consumers identified in this judgment.
- E. 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 jointly and severally liable for and ORDERED to pay a civil penalty to the Ohio Attorney General's Office in the amount of \$6,000.00, to be deposited into the Consumer Protection Enforcement Fund, with one-fourth the amount to the Fairfield County Treasurer, per R.C. 1345.07(G).
- F. The money due to the Ohio Attorney General's Office under paragraphs D and E of this judgment shall be paid within seven days of the entry of this judgment by delivering a certified check or money order, payable to the "Ohio Attorney General/s Office," to:

Financial Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 E. Broad St., 14th Floor  
Columbus, Ohio 43215

G. Defendants are ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.

H. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JUDGE BERENS

This may be a FINAL APPEALABLE ORDER and the Court hereby orders the Clerk to serve notice of this Judgment upon all parties.

**TO THE CLERK:**

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

Jeffrey Grimes  
7500 Marietta Rd. SE.  
Bremen, Ohio 43107

In and Out Creations, LLC  
c/o Jeffrey Grimes  
11550 McCullough Rd. SE.  
Bremen, Ohio 43107