

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

RONALD E. LEWIS, individually and dba
Ron Lewis Cement

Defendant.

:
:
: Case No. 25 CV 004490
:
:
: Judge Kimberly Cocroft
:
:
:
: **FINAL JUDGMENT ORDER**
: **AND ENTRY AGAINST**
: **DEFENDANT**
:
:

RECEIVED
ATTORNEY GENERAL OF OHIO

JAN 12 2026

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment Against Defendant Ronald E. Lewis ("Lewis") on December 9, 2025. Plaintiff filed its Complaint on May 27, 2025, against Defendant Ronald E. Lewis, and service was perfected upon the Defendant on May 30, 2025, in accordance with Civ.R. 4.1(A)(1)(a). The Defendant has failed to make an appearance, file an answer, or otherwise defend against this action. The Court finds Plaintiff's Motion for Default to be well-taken and hereby GRANTS a Default Judgment against the Defendant, pursuant to Civ.R. 55(A).

Plaintiff's Motion for Default also set for the basis for the relief that Plaintiff requested in its Complaint, including declaratory relief, consumer damages, civil penalties, and injunctive relief. To prove consumer damages, attached to the Motion for Default were the sworn affidavits of fifteen consumers who attested to the monetary damages they suffered due to Defendant's violations of law.

Upon review of Plaintiff's monetary requests in the Motion for Default, the Court concludes that the evidence establishes that the fifteen consumers who submitted affidavits

sustained monetary damages totaling \$85,722.50. The Court further concludes that the imposition of \$50,000.00 in civil penalties against the Defendant is appropriate and permitted by R.C. 1345.07(D).

The Court finds the requests in Plaintiff's Motion for Default well-taken and **GRANTS** all relief requested against the Defendant.

Based on the above, the Court renders a final judgment order and entry against the Defendant and issues the following Findings of Fact, Conclusions of Law, and Orders:

FINDINGS OF FACT

1. Defendant Ronald Lewis is a natural person previously residing at 8222 Old Ivory Way, Blacklick, Ohio 43004.
2. At various times relevant to this action, Defendant did business using the name Ron Lewis Cement to engage in the business of soliciting, offering for sale, and selling concrete pouring and sealing services, which Defendant failed to register with the Ohio Secretary of State.
3. Defendant engaged in the business of soliciting, offering for sale, and selling home improvement goods and services to consumers at their residences.
4. Defendant did 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.
5. Defendant solicited consumers, primarily through referrals and word of mouth, for the purchase of Defendant's home improvement services, specifically concrete pouring and sealing.
6. Consumers who were interested in Defendant's services contacted him by phone, and Defendant visited their homes to provide an estimate and execute a contract.

7. Defendant's contracts did not provide consumers with notice of their three day right of rescission.
8. Defendant accepted deposits and upfront payments from consumers and provided them with an expected start date for the project.
9. Defendant incentivized upfront payments, informing some consumers that they would receive a discount if they paid in full at the time of contracting.
10. In some instances, Defendant failed to begin work by the expected start dates that he provided to consumers.
11. When projects called for the excavation and replacement of an existing driveway or structure, Defendant in some cases completed the excavation but failed to complete the contract.
12. Concerned about delayed and incomplete projects, consumers called and texted Defendant; Defendant replied with excuses for the delay and assured consumers that he would begin work soon.
13. Despite these assurances, Defendant still failed to begin or complete projects.
14. Consumers who did not receive their contracted home improvement goods and services requested refunds of their upfront payments from Defendant.
15. Defendant failed to refund consumers' payments despite consumers' requests for refunds.

CONCLUSIONS OF LAW

16. Plaintiff, State of Ohio, through Attorney General Dave Yost, 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 of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq.
17. The actions described herein of Defendant Lewis occurred in the State of Ohio, including

in Franklin County, and, as set forth below, violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.

18. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
19. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Franklin County is where Defendant resides and where Defendant conducted some of the activity that gave rise to Plaintiff’s claims for relief.
20. Defendant is a “supplier” as Defendant was, at all times relevant herein, engaged in the business of effecting or soliciting “consumer transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).
21. Defendant is 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 Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
22. Defendant engaged in unfair or deceptive acts or 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, by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide refunds.
23. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and R.C. 1329.01, by failing to register the trade name Ron Lewis Cement with the Ohio Secretary of State.

24. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by accepting payment from consumers and beginning work at consumers' residences but abandoning the worksite and failing or refusing to complete performance of the contracted work.
25. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and R.C. 1345.23(B) of the HSSA, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale within three business days after the transaction date.
26. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant 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. Defendant, doing business under his own name, the name Ron Lewis Cement, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, are hereby PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2) from engaging in the acts and practices described of herein, including, without limitation, those described in the Conclusions of Law Paragraphs 22 through 25, 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..
- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that each act or practice committed by the Defendant violates 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.

- C. Pursuant to R.C. 1345.07(B), Defendant is ORDERED to pay consumer damages in the total amount of \$85,722.50 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 following fifteen consumers in the amounts identified:

Last Name	First Name	City	State	Amount
Bechtel	Cynthia	Columbus	OH	\$7,500.00
Brewer	Mark	Columbus	OH	\$9,600.00
Cohen	Charles	Columbus	OH	\$5,587.50
Copeland	Florence	Columbus	OH	\$3,250.00
D'Amato	Nicholas	Columbus	OH	\$8,000.00
Friend	Eric	London	OH	\$8,700.00
Hayes	Sherena	Columbus	OH	\$1,460.00
Schedler	Karl	Columbus	OH	\$4,950.00
Schumacher	William	Columbus	OH	\$5,550.00
Short	Jeffrey	Columbus	OH	\$4,500.00
Smith	James	Columbus	OH	\$2,700.00
Vann Hickok	Regina	Columbus	OH	\$7,000.00
Vanscoyoc	Robert	Columbus	OH	\$4,250.00
Vaughn	Amy	Westerville	OH	\$7,200.00
Vazquez	John	Columbus	OH	\$5,475.00
				\$85,722.50

- D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, the Defendant is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty to the Ohio Attorney General's Office in the total amount of \$50,000.00, to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to the Franklin County Treasurer, per R.C. 1345.07(G).
- E. The money due to the Attorney General's Office under Paragraphs C and D 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

- F. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, the Defendant is hereby ENJOINED from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with a consumer transaction.
- G. Defendant is ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

Signature page attached

JUDGE KIMBERLY COCROFT

Entry Prepared and Submitted By:

DAVE YOST
Ohio Attorney General

/s/ Emily G. Dietz

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Franklin County Court of Common Pleas

Date: 01-08-2026
Case Title: STATE OF OHIO ATTORNEY GENERAL DAVE YOST -VS- RONALD E LEWIS
Case Number: 25CV004490
Type: DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY OHIO" and "COMMON PLEAS COURT". The signature is a cursive-style name that appears to be "Kimberly Cocroft".

/s/ Judge Kimberly Cocroft