

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

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BRANDEN'S POWER
CLEANING & MAINTENANCE
SERVICES, LLC, OHIO

STATE OF OHIO, ex rel.)
DAVE YOST)
ATTORNEY GENERAL OF OHIO)
)
)
Plaintiff,)
)
v.)
)
DWIGHT WILLIAM ARTRIP et al.,)
)
Defendants.)

CASE NO. 25 CV 0258

JUDGE RICHARD E. BERENS

**CONSENT JUDGMENT AND
AGREED ENTRY AND ORDER
WITH DEFENDANTS**

PREAMBLE

This matter came upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Dwight William Artrip (“Artrip”) and The Painting Company, Inc. dba TPC Inc. and The Preferred Contractor, Inc. (“TPC”) with violations of the Ohio 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 HSSA, R.C. 1345.21 *et seq.* Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants. The Defendants submit to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment and Agreed Entry and Order (“Consent Judgment”) pursuant to R.C. 1345.07(F), to the imposition of this Consent Judgment, and to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Dwight William Artrip (“Artrip”) is a natural person who resides at 1905 Ream Drive, Lancaster, OH 43130.
2. Defendant The Painting Company, Inc. (“TPC”) was a for-profit company registered with the Ohio Secretary of State.

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CONSUMER PROTECTION SECTION
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3. Defendant TPC's place of business was 182 Bickel Church Road NW, Baltimore, Ohio 43105.
4. The Preferred Contractor, Inc. was a fictitious business name registered by Defendant TPC with the Ohio Secretary of State and used by both Defendant TPC and Defendant Artrip.
5. TPC, Inc. was a fictitious business name used by Defendant Artrip and Defendant TPC but not registered with the Ohio Secretary of State.
6. Defendant Artrip directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of the Defendant TPC, as described in the Complaint.
7. Defendants were engaged in the business of soliciting and selling home improvement goods and services to consumers, including bathroom and kitchen remodels.
8. Defendants did not have a retail business establishment with a fixed permanent location where goods are exhibited, or the services are offered for sale on a continuing basis.
9. Defendants accepted money from consumers for the purchase of home improvement goods and services.
10. Defendant Artrip was the primary individual that interacted with consumers on behalf of Defendant TPC.
11. In some instances, Defendants provided shoddy and substandard home improvement services and then failed to correct such services.
12. Defendants' failure to perform contracted home improvement goods and services in a proper manner has resulted in harm to consumers and required some consumers to pay additional money to have Defendants' work corrected and/or to complete the work Defendants were supposed to do.

13. In some instances, consumers filed complaints with the Ohio Attorney General's Office regarding their experiences with Defendants, seeking a resolution of their complaints.
14. Defendants knowingly made misleading statements of opinion to consumers regarding the status of their refunds or complaint resolution, which the consumers relied upon to their detriment.
15. In addition to the shoddy workmanship and misrepresentations made to consumers, Defendants' standard business practices were not in compliance with Ohio law.
16. 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 written notice of cancellation form that complies with Ohio law to exercise their cancellation rights.

CONCLUSIONS OF LAW

1. The Attorney General is the proper party to commence these proceedings under the authority vested in him by the R.C. 1345.07 of the CSPA, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Fairfield County is where Defendant Dwight William Artrip resides and where the Defendants conducted some of the activity that gave rise to the claim for relief.
4. Defendants are each a "supplier" as that term is defined in R.C. 1345.01(C) as they, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling home improvement goods and services to individuals

for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

5. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy, substandard and unworkmanlike manner and then failing to correct such work.
6. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing to consumers that refunds would be provided, misrepresenting the status of the consumers' refunds and then failing to provide said refunds.
7. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 et seq., in that Defendants procured the sale of consumer goods or services at the residences of consumers.
8. 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).
9. 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 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., 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 provisions alleged to have been violated herein.

- B. Defendants, individually and doing business under the name TPC or any other name, their officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, are hereby **PERMANENTLY ENJOINED** from engaging in any unfair, deceptive, or unconscionable acts or practices that 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.
- C. Pursuant to R.C. 1345.07(D), Defendants, jointly and severally, are assessed and **ORDERED** to pay a civil penalty in the amount of \$15,000.00. Thirteen Thousand Dollars (\$13,000.00) of this civil penalty shall be *suspended* so long as Defendants are in full compliance with all of the provisions of this Consent Judgment, including the payment schedule as set forth herein. Payment shall be made to the Ohio Attorney General's Office and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Fairfield County Treasurer, per R.C. 1345.07(G).
- D. Pursuant to R.C. 1345.07(B), Defendants, jointly and severally, are **ORDERED** to pay consumer damages in the amount of \$10,355.58 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 following consumers in the amounts specified:

Consumer	Damages
Paulson, Jamie	\$1,510.43
Yarmesch, Darlene	\$5,915.15
Zeune, Alice	\$2,930.00

E. Payment of the civil penalty and consumer reimbursement amounts, in the total amount of \$12,355.58, shall be paid to the Consumer Protection Section of the Ohio Attorney General's Office at a rate of \$514.82 each month for 23 months with a 24th and final payment of \$514.72, until the monetary obligation is paid in full. The first payment of \$514.82 will be paid on or before February 1, 2026. It is contemplated that all monetary obligations will be fully repaid by Defendants in approximately 24 months with the last payment made on or before February 1, 2028. There will be no penalty for pre-payment of any of these obligations.

F. Payment of the amounts required pursuant to Paragraphs C, D and E above shall be made via certified check or money order, made payable to the "Ohio Attorney General's Office," for deposit into the Consumer Protection Enforcement Fund or holding account as noted herein, and delivered to:

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

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 of

the restitution and civil penalty payment amounts in Paragraphs C through E of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

- H. Defendants are **ENJOINED** from engaging in consumer transactions as a supplier in the State of Ohio until they have paid all restitution, civil penalties and court costs.
- I. It is further **ORDERED** that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants shall be liable to the Ohio Attorney General, should he 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. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of Defendant Artrip and Defendant TPC's business operations.
- K. Defendants, jointly and severally, shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE

1/14/2026


JUDGE RICHARD E. BERENS

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

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Agreed to and submitted by:

DAVE YOST
Attorney General

/s/ Rebecca F. Schlag

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Counsel for Plaintiff

and

(signature page attached)

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(614) 989-3080
Defendant, pro se

and

(signature page attached)

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bruce@brucebroyleslaw.com
on behalf of Defendant
The Painting Company, Inc.
dba TPC Inc. and The Preferred Contractor, Inc.

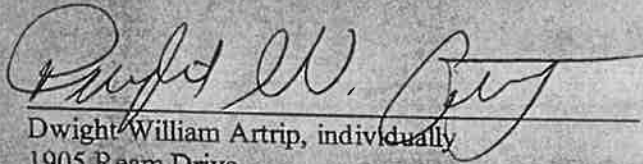
(signature pages attached)

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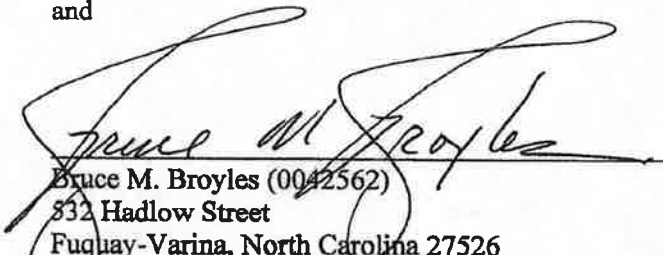
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