

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

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ATTORNEY GENERAL OF OHIO  
MAR 05 2026  
CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	Case No: 25 CV 008077
DAVE YOST,	)	
	)	JUDGE MICHAEL HOLBROOK
Plaintiff,	)	
v.	)	<b>FINAL JUDGMENT ORDER AND</b>
	)	<b>ENTRY AGAINST DEFENDANTS</b>
ROYALTY HOME RENOVATIONS, LLC,	)	
<i>et al.</i> ,	)	
	)	
Defendants.	)	

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This matter came to be heard upon the filing of Plaintiff’s Motion for Default Judgment Against Defendants (“Motion for Default”). Plaintiff filed its Complaint on September 19, 2025, against Defendants Royalty Home Renovations, LLC (“RHR”) and Daniel L. King (“King”)(collectively, “Defendants”), and service was perfected upon the Defendants on September 27, 2025, in accordance with Civ.R. 4.1(A)(1)(a). Defendants have 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 Defendants, pursuant to Civ.R. 55(A).

Plaintiff’s Motion for Default also set forth 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 three consumers who attested to the monetary damages they suffered due to Defendants’ violations of law.

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

sustained monetary damages totaling \$57,014.34. The Court further concludes that the imposition of \$30,000.00 in civil penalties against the Defendants 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 Defendants.

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

**FINDINGS OF FACT**

1. Defendant King is a natural person with a last known address located at 4800 Duvall Rd., Lot 271, Ashville, Ohio 43103.
2. Defendant RHR is a domestic limited liability company registered with the Ohio Secretary of State on or about December 12, 2022.
3. At all times pertinent hereto, Defendants did business under the name "Royalty Roofing," but did not register the trade name with the Ohio Secretary State.
4. Defendant King is the sole owner of Defendant RHR.
5. At all times pertinent hereto, Defendant King controlled and directed the business activities and sales conduct of Defendant RHR, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
6. Defendants engaged in business under the Royalty Roofing trade name to solicit for sale, sell, and provide indoor and outdoor home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Franklin County.
7. Defendants operated the business out of Defendant King's residence.

8. The home improvement goods and services offered by the Defendants included, but were not limited to, roof and siding replacement, painting, deck repairs, and general home renovation work.
9. Prior to providing home improvement goods and services, Defendants entered into contractual agreements with consumers under the trade name Royalty Roofing.
10. Defendant King participated directly in the solicitation and sale of home improvement goods and services, including but not limited to, by:
  - a. contacting and meeting with consumers at their residences to solicit and sell the home improvement goods and services;
  - b. determining the necessary specifications, completion dates, and pricing for the home improvement goods and services;
  - c. scheduling and/or performing the work for the home improvement goods and services;
  - d. signing consumer contracts for the home improvement goods and services under the Royalty Roofing trade name; and
  - e. collecting advance deposits and subsequent payments from consumers for the home improvement goods and services.
11. After consumers signed a contract with the Defendants and made their required deposits and/or payments, Defendants, in some instances, did not provide the home improvement goods and services within eight weeks from the date of the contract or date of promised performance.
12. When Defendants failed to provide services within eight weeks, Defendants also did not make a full refund, advise the consumers of an extended delay and offer a refund within

two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.

13. After consumers signed a contract with the Defendants and made their required deposits and/or payments, in some instances, Defendants began to provide the home improvement goods and services but then abandoned the consumers residences without completing the contracted for work.
14. In some instances, Defendants failed to refund consumer payments for contracted work that was not completed despite consumer requests that Defendants do so.

#### **CONCLUSIONS OF LAW**

15. The Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, 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. 1345.01 *et seq.*
16. The actions of Defendants described herein occurred in Franklin County and other counties in the State of Ohio and, as set forth herein, are in violation of the CSPA, R.C. 1345.01, *et seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*
17. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
18. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) in that Franklin County is where the Defendants conducted activity out of which this action arises.
19. Defendants are each a “supplier,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by soliciting for sale, selling, and providing home improvement goods and services to

individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

20. 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 home improvement goods and services and then permitting more than eight weeks to elapse without making delivery, 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.
21. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning to provide contracted home improvement goods and services but then abandoning the consumer residence worksites without completing the same.
22. The acts or practices described above in Paragraphs 20 and 21 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).

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- A. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that each act or practice committed by the Defendants violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, in the manner set forth herein.
- B. Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of them, directly or indirectly, through

any corporate device, partnership, or other association, under their own or any other names, 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 20 and 21, and from further violating the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*

- C. Pursuant to R.C. 1345.07(B), Defendants are jointly and severally liable for, and ORDERED to pay, consumer damages in the total amount of \$57,014.34 to the Consumer Protection Section of the Attorney General's Office, to be deposited into the Consumer Protection Section's holding account for distribution to the following eleven Consumers in the amounts identified:

<u>Last Name</u>	<u>First Name</u>	<u>City</u>	<u>State</u>	<u>Amount</u>
Merritt	Donald	New Albany	OH	\$25,663.30
Long	Holly	Mount Vernon	OH	\$19,491.39
Cutler	Heather	Mount Vernon	OH	\$11,859.65
				<b>\$57,014.34</b>

- 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 jointly and severally liable for, and ORDERED to pay, a civil penalty to the Ohio Attorney General's office in the amount of \$30,000.00, which and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Franklin County Treasurer, pursuant to 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. Defendants, pursuant to the Court’s authority in R.C. 1345.07(B) to grant other appropriate relief, are hereby ENJOINED from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action have been paid.

G. Defendants are ORDERED to pay all court costs associated with this matter.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE MICHAEL HOLBROOK

Entry Prepared and Submitted By:

DAVE YOST  
Ohio Attorney General

/s/ W. Travis Garrison  
W. Travis Garrison (0076757)  
Assistant Attorney General  
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Email: Travis.Garrison@OhioAGO.gov  
*Attorney for Plaintiff*

Franklin County Court of Common Pleas

**Date:** 03-03-2026  
**Case Title:** STATE OF OHIO EX REL ATTY GENERAL DAVE Y -VS- ROYALTY HOME RENOVATIONS LLC ET AL  
**Case Number:** 25CV008077  
**Type:** DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

The image shows a handwritten signature in cursive, which appears to read "Michael J. Holbrook". The signature is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY OHIO" and "ALL THINGS ARE FAIR".

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/s/ Judge Michael J. Holbrook