

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, <i>ex rel.</i>)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: 25 CV 005529
)	
Plaintiff,)	Judge Andy Miller
v.)	
)	
SHAWN MARIOTH, <i>et al.</i> ,)	
)	CONSENT JUDGMENT AND
)	FINAL AGREED ENTRY AND
Defendants.)	ORDER AGAINST DEFENDANTS

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 ATTORNEY GENERAL OF OHIO
 MAR 25 2026
 CONSUMER PROTECTION SECTION
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This matter came to be heard upon a Complaint by Plaintiff, State of Ohio *ex rel.* Attorney General Dave Yost (“Plaintiff”), charging Defendants Shawn Marioth and Marioth Custom Construction LLC (collectively, “Defendants”), with violations of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et. seq.*, its Substantive Rules, 109:4-3-01 *et. seq.* and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.01 *et. seq.* The parties have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

By signing this Consent Judgment and Final Agreed Entry and Order (“Consent Judgment”), Defendants submit to the personal jurisdiction of this Court and consent to the entry of this judgment. For purposes of settlement only, Defendants consent to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

FINDINGS OF FACT

1. Defendant Shawn Marioth is a natural person residing at 2640 Wall St., Centerburg, OH 43011.
2. Defendant Marioth Custom Construction LLC (“Marioth Construction”) is a domestic Limited Liability Company registered with the Ohio Secretary of State on November 8, 2021, with its business address listed as 237 Flushing Way, Sunbury, OH 43074.

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3. Defendant Shawn Marioth, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Marioth Construction, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
 4. Defendants engaged in the business of providing home improvement and construction goods and services, including interior remodeling services, to consumers for work on their residences.
 5. Defendants did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services were offered for sale on a continuing basis.
 6. In some or all cases, Defendant Shawn Marioth personally solicited consumers at their homes to contract with Defendants for interior remodeling services.
 7. In some cases, Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
 8. In some or all cases, Defendant Shawn Marioth personally collected the monetary deposits from consumers.
 9. In some or all cases, Defendant Shawn Marioth exercised his control over Defendant Marioth Construction by deciding when to send employees or subcontractors to consumers' homes to begin or continue the promised interior remodeling services.
 10. In some cases, after taking payments from consumers, Defendants began to perform home improvement and construction work, including interior remodeling services, but then failed to complete the work.

11. In some cases, Defendants provided shoddy and substandard home improvement and construction services, including interior remodeling services, to consumers and then failed to correct such services.
12. Defendants represented to consumers that their services came with a warranty guaranteeing the quality of the work done and promised to correct any flaws found in these services at no additional cost.
13. When consumers asked Defendants to honor the promised warranty or to otherwise to correct flaws in the services rendered, Defendants refused to do so.
14. In some or all cases, Defendant Shawn Marioth personally communicated with consumers and exercised his control over Defendant Marioth Construction in deciding not to correct shoddy or incomplete work left at consumers' homes or to deny consumers any relief under the promised warranty.
15. During their solicitation and sale of home improvement and construction goods and services, Defendants did not properly notify consumers of their cancellation rights under Ohio law, nor did they provide consumers with a compliant notice of cancellation form.
16. Defendant Shawn Marioth filed a voluntary Chapter 7 bankruptcy petition on August 21, 2024, in the United States Bankruptcy Court for the Southern District of Ohio, case number 2:24-bk-53309. No discharge order has yet been entered, and the case remains open. Defendant Marioth Construction did not file a bankruptcy petition.

CONCLUSIONS OF LAW

17. The actions of Defendants, as described herein, have occurred in the State of Ohio, in Franklin County, involved residents of 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.*, and HSSA, R.C. 1345.21 *et seq.*

18. 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.
19. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C 1345.04.
20. This Court has venue to hear this case pursuant to Ohio Civ. R. 3 (C)(3) and (6), in that many of the transactions complained of herein, where Defendants conducted activity given rise to the claims for relief and out of which this action arose, occurred in Franklin County, Ohio.
21. 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 and construction goods and services for a fee, for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).
22. 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.
23. 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 good and services and then permitting eight weeks to elapse without making shipment or deliver of the goods and services ordered, making a full refund, advising the consumer 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.

24. Defendants engaged in unfair and 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.
25. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(10), by representing that the subject of a consumer transaction involved a warranty, a disclaimer of warranties or other rights, remedies or obligations when the representation was false.
26. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' orders and refunds.
27. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing consumers with inadequate and unfair customer service.
28. Defendants engaged in unfair and deceptive acts and practices in violation of 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).
29. The acts or practices described in the Conclusions of Law Paragraphs 23-28 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. 1345.0(A)(3).
30. Pursuant to 11 U.S.C. 362(b)(4), Defendant Shawn Marioth's bankruptcy filing does not

operate as a stay of this action or the relief sought and obtained in this Consent Judgment. Plaintiff commenced and is continuing this action against Defendants for violations of the CSPA and HSSA and in doing so is exercising its police and regulatory power.

31. The parties agree and the Court finds that civil penalties assessed for violations of the CSPA are in the nature of a fine, penalty, or forfeiture payable to and for a government unit and as such meet the exception to a bankruptcy discharge enumerated in 11 U.S.C. 523(a)(7).

ORDER

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

- A. Defendants individually and doing business under these 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 from engaging in the acts and practices described in this order 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.*, and the HSSA, R.C. 1345.21 *et seq.*
- B. It is DECLARED that the acts and practices committed by Defendants, as set forth above, violate the CSPA, R.C. 1345.01 *et seq.*, and 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 1345.07(B), Defendant Marioth Construction is ORDERED to pay consumer damages in the amount of \$47,256 to be deposited into the Consumer Protection Section's holding account for distribution to consumers. Payment of the foregoing amount shall be made at the rate of \$2,000 per month for 23 months with a final 24th payment of \$1,256. The first payment is due on or before April 1, 2026, with the remaining payments due on the first day of each subsequent month until paid in full.

- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are jointly and severally liable for, and ORDERED to pay, pursuant to 1345.07(D), a civil penalty in the total amount of \$50,000.00 to the Consumer Protection Section of the Attorney General's Office to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to the Franklin County Treasurer pursuant to R.C. 1345.07(G). Payment of the forgoing amount shall be suspended in full so long as the consumer damages ordered in Paragraph C are paid in accordance with the payment schedule set forth herein and Defendants comply with all the remaining paragraphs of this Consent Judgment.
- E. It is further ORDERED that if the consumer damages ordered against Defendant Marioth Construction in Paragraph C above are not paid in accordance with the payment schedule set forth therein, any remaining unpaid consumer damages shall immediately become due and payable by Defendant Marioth Construction, and the full amount of the suspended civil penalty ordered in Paragraph D above shall immediately become due and payable by both Defendants as set forth in Paragraph D.
- F. Unless otherwise directed by Plaintiff, all payments ordered shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office" and containing "Consumer Protection Section" in the memo line, to:

**Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

- G. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- H. 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 shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. Defendants are ORDERED to pay all court costs associated with this action.
- J. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

DATE

JUDGE ANDY MILLER

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

PLAINTIFF

DAVE YOST
Attorney General

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Franklin County Court of Common Pleas

Date: 03-16-2026
Case Title: OHIO ATTORNEY GENERAL -VS- SHAWN MARIOTH ET AL
Case Number: 25CV005529
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink, appearing to read 'A.D.M. Miller', is written over a circular official seal. The seal contains the text 'THE JUDICIAL BRANCH' and 'FRANKLIN COUNTY, OHIO'. The signature is fluid and cursive.

/s/ Judge Andrew D.M. Miller