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IN COURT OF COMMON PLEAS
DEFIANCE COUNTY, OHIO
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CONSUMER PROTECTION SECTION
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**IN THE COURT OF COMMON PLEAS
DEFIANCE COUNTY, OHIO**

STATE OF OHIO *ex rel.*
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

BUILDING WITH FAITH
CONSTRUCTION, LLC *et al.*,

Defendants.

:
:
: Case No. 25-CV-47174
:
:
: Judge Joseph N. Schmenk
:
:
:
: **FINAL JUDGMENT ORDER**
: **AND ENTRY AGAINST**
: **DEFENDANTS**
:

This matter came to be heard upon the filing of Plaintiff’s Motion for Default Judgment Against Defendants Building with Faith Construction, LLC (“Building with Faith”) and Joseph Schlosser (“Schlosser”) (collectively, “Defendants”) on April 9, 2026. Plaintiff filed its Complaint against Defendants on September 12, 2025. In accordance with Civ.R. 4.1(A)(1)(a), service was perfected upon Defendant Building with Faith on October 20, 2025, and upon Defendant Schlosser on September 13, 2025. 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 injunctive relief, declaratory relief, consumer damages, and civil penalties. To prove consumer damages, attached to the Motion for Default were the sworn

affidavits of five 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 five consumers who submitted affidavits sustained monetary damages totaling \$104,786.71. The Court further concludes that the imposition of \$50,000.00 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 the Defendants.

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

FINDINGS OF FACT

1. Defendant Building with Faith is an Ohio limited liability corporation that utilized multiple addresses: 916 E 2nd St., Defiance, Ohio 43512; L902 OH-108, Napoleon, Ohio 43545; and 27450 Defiance Ayersville Pleasant Bend Rd. Apt. A, Defiance, Ohio 43512.
2. Defendant Schlosser is a natural person residing at 204 Cleveland Avenue, Defiance, Ohio 43512.
3. At all times relevant herein, Defendant Schlosser controlled and directed the business activities and sales conduct of Defendant Building with Faith, causing, personally participating in, or ratifying the acts and practices of Defendant Building with Faith, including the conduct giving rise to the violations described herein.
4. Defendants solicited consumers for the purchase of Defendants' home improvement goods and services, including general contracting, home additions, and remodeling.

5. Defendant Schlosser personally met with consumers to provide them with the estimated cost of their desired project.
6. Defendant Schlosser prepared, and Defendants entered into, contracts with consumers to provide home improvement goods and services, including, but not limited to, building home additions, repairing and replacing roofs, installing siding, and remodeling bathrooms.
7. In the contracting process, Defendant Schlosser represented to some consumers that certain services, such as plumbing or electrical work, would be performed by subcontractors.
8. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services; some consumers paid this deposit by handing Defendant Schlosser a personal check. Some consumers paid Defendants a deposit of as much as 50% of the contract price.
9. Defendants' contract specified that this deposit would be used to purchase the materials necessary for the project.
10. Defendant Schlosser communicated with consumers on behalf of Defendant Building with Faith. When consumers became dissatisfied with Defendants' work, consumers communicated their concerns to Defendant Schlosser.
11. Defendant Schlosser directed the activities of Building with Faith's employees, sending Defendants' employees to consumers' homes to perform work on contracted projects.
12. In some instances, after receiving payments or deposits from consumers, Defendants failed to deliver the contracted home improvement goods and services.
13. In at least one instance, after receiving payment, Defendants provided some of the contracted home improvement goods and services but then abandoned the worksite without completing performance.

14. In some instances, Defendants provided the contracted home improvement goods and services in a shoddy, substandard, unworkmanlike, or incomplete manner and failed to correct such work.
15. In some instances, Defendants damaged consumers' property and failed to repair the property or pay for the damage.
16. In at least one instance, Defendant Schlosser admitted to a consumer that he had spent the consumer's deposit on other projects and needed additional money to purchase materials.
17. In at least one instance, Defendants failed to provide a consumer with the services of subcontractors that Defendant Schlosser had promised.
18. Consumers who did not receive their contracted home improvement goods and services requested refunds of their upfront payments from Defendants.
19. Defendants failed to refund consumers' payments despite consumers' requests for refunds.

CONCLUSIONS OF LAW

20. 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.
21. The actions described herein of Defendants have occurred in the State of Ohio, including in Defiance County, and, as set forth below, are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
22. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
23. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Defiance County is where Defendant Schlosser resides and where Defendants conducted

some of the activity that gave rise to Plaintiff's claims for relief.

24. Defendants are "suppliers" as Defendants were, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling goods or services to individual "consumers" for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).
25. Defendants 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.
26. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by entering into contracts with consumers to provide home improvement goods and services but then providing some of the contracted home improvement goods and services in a shoddy, substandard, unworkmanlike, or incomplete manner and then failing to correct such work.
27. Defendants 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.
28. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants 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. Defendants, doing business under their own or any other names, their agents,

representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, 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 25 through 27, 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.

- B. 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.
- 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 \$104,786.71 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 five consumers in the amounts identified:

Last Name	First Name	City	State	Amount
Bidlack	Dean	Continental	OH	\$4,229.01
Burr	Amie	Bryan	OH	\$60,855.99
Clair Cox	Chantel	Toledo	OH	\$18,529.00
Cooper	David	Ney	OH	\$14,172.71
Sproles	Thomas	Ney	OH	\$7,000.00
				\$104,786.71

- 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 total amount of \$50,000.00, which shall be deposited into the

Consumer Protection Enforcement Fund, with one-fourth of the amount to the Defiance 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, Defendants are hereby ENJOINED from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with a consumer transaction.
- G. Defendants are ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.



Joseph N. Schmenk
Judge

DATE

Entry Prepared and Submitted By:

DAVE YOST
Ohio Attorney General

/s/ Emily G. Dietz

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