

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO, WESTERN DIVISION

James Lambright v. New Age Dome Construction, LLC, et al.

Lambright · No. 3:21-cv-865 · Decided March 11, 2026

SUMMARY

The United States District Court for the Northern District of Ohio overruled Defendants’ objection to including an Ohio Consumer Sales Practices Act jury instruction in James Lambright’s action against New Age Dome Construction, LLC and John Johnson. The court held that, for the repairs at issue, the CSPA applied rather than the Ohio Home Construction Service Suppliers Act, relying on appellate authority and rejecting the contrary reasoning in Orion Management, Inc. v. Kaeka. The court concluded that the later HCSSA amendment expanding the definition of home construction services did not alter the law applicable to the earlier transaction.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Western Division
WRITING FOR THE COURT	Jeffrey J. Helmick
JURISDICTION	United States District Court for the Northern District of Ohio, Western Division
DECIDED	March 11, 2026
DOCKET	3:21-cv-865
DISPOSITION	other
PROCEDURAL POSTURE	Defendants objected to the inclusion of an Ohio Consumer Sales Practices Act jury instruction in a diversity action after the court had granted summary judgment to Plaintiff on six CSPA violations.
STANDARD OF REVIEW	A proposed jury instruction must be a correct statement of the law. In diversity cases, the federal court applies the substantive law identified by the highest state court and, when the state supreme court has not addressed the issue, predicts how that court would rule using all available data, including state appellate decisions.
PRECEDENTIAL VALUE	Unpublished federal district-court memorandum opinion; persuasive authority only.

TOPICS

jury instructions

consumer protection

construction law

statutory interpretation

civil procedure

PRACTICE AREAS

consumer protection

construction law

civil procedure

QUESTIONS PRESENTED

1. Whether the Ohio Home Construction Service Suppliers Act, as it existed before its 2024 amendment, applied to repairs or remodeling of an existing residence.
2. Whether the Ohio Consumer Sales Practices Act therefore applied to Lambright's transaction and whether a CSPA jury instruction was legally proper.
3. Whether the 2024 HCSSA amendment could be applied retroactively to govern a transaction occurring before the amendment.

HOLDINGS

1. Before the 2024 amendment, the HCSSA definition of a home construction service did not include repairs, improvements, remodeling, or renovation of an existing structure; those transactions therefore fell within the CSPA rather than exclusively within the HCSSA.
2. The 2024 amendment to the HCSSA could not be applied retroactively to govern the earlier transaction because the opinion identified no express legislative intent for retroactive application and retroactivity would affect substantive rights and impose new burdens and liabilities.
3. The CSPA jury instruction was a correct statement of Ohio law under the court's predicted interpretation of the pre-2024 statutes, so Defendants' objection to the instruction was overruled.

KEY QUOTATIONS

"I conclude that if the Supreme Court of Ohio had considered this issue in a case predating the 2024 amendment to the HCSSA, that court would have adopted the interpretation of the term "construction" applied by the Fifth and Eleventh District Courts of Appeal in Beder, Tomlinson, and A1 Heating and Cooling." (Discussion)

"For the reasons stated above, I overrule the objection of Defendants New Age Dome Construction, LLC, and John Johnson to the inclusion of the Ohio Consumer Sales Protection Act jury instruction." (Conclusion)

FACTUAL BACKGROUND

Lambright brought an Ohio Consumer Sales Practices Act claim arising from repairs or remodeling to an existing residence by New Age Dome Construction, LLC and its sole member, John Johnson. The court had previously found Defendants liable for six CSPA violations and granted Lambright summary judgment on those violations. Defendants argued that a later amendment to the Ohio Home Construction Service Suppliers Act demonstrated that the HCSSA, rather than the CSPA, governed the transaction.

PROCEDURAL HISTORY

The court previously granted Lambright summary judgment on six alleged CSPA violations. After the Ohio Ninth District Court of Appeals decided *Orion Management, Inc. v. Kaeka*, Defendants objected that the CSPA did not apply because the claim arose from a home-repair contract and instead was governed exclusively by the Ohio Home Construction Service Suppliers Act. The court overruled the objection and permitted the CSPA jury instruction.

DISPOSITION

other

CASES CITED

- *Williams v. Eau Claire Public Schools*, 397 F.3d 441, 445 (6th Cir. 2005)
- *Erie R.R. v. Tompkins*, 304 U.S. 64 (1938)
- *In re Darvocet, Darvon, & Propoxyphene Products Liability Litigation*, 756 F.3d 917, 937 (6th Cir. 2014)
- *Allstate Insurance Co. v. Thrifty Rent-A-Car System, Inc.*, 249 F.3d 450, 454 (6th Cir. 2001)
- *Orion Management, Inc. v. Kaeka*, 269 N.E.3d 483 (Ohio Ct. App. 2025)
- *State ex rel. Romans v. Elder Beerman Stores Corp.*, 100 Ohio St. 3d 165, 2003-Ohio-5363, 797 N.E.2d 82, ¶¶ 11-14
- *Beder v. Cerha Kitchen & Bath Design Studio, LLC*, 2022-Ohio-4463, ¶¶ 7-18
- *Estate of Tomlinson v. Mega Pool Warehouse, Inc.*, 2023-Ohio-229, ¶¶ 17-27
- *Estate of Tomlinson v. Mega Pool Warehouse, Inc.*, 174 Ohio St. 3d 512, 2024-Ohio-1065, 237 N.E.3d 212
- *Estate of Tomlinson v. Mega Pool Warehouse, Inc.*, 170 Ohio St. 3d 1428, 2023-Ohio-1665, 209 N.E.3d 713
- *A1 Heating and Cooling, Inc. v. Thomas*, 2024-Ohio-109, ¶¶ 55-57
- *State ex rel. Celebrezze v. National Lime & Stone Co.*, 627 N.E.2d 538, 541-42 (Ohio 1994)
- *United States v. Narragansett Improvement Co.*, 571 F. Supp. 688, 693 (D.R.I. 1983)