



20230621000184670 1/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

State of Alabama
Unified Judicial System

Form C-28

Rev. 10/99

CERTIFICATE OF JUDGMENT

Case Number

01-CV-2023-900484

IN THE CIRCUIT COURT OF JEFFERSON, ALABAMA

(Circuit or District)

(Name of County)

Chris Luketic et al

v.

Ryan McCleary

Plaintiff

Defendant

4712 Jackson Loop

Defendant's Address

Vestavia Hills

Alabama

35242

City

State

Zip Code

Defendant's Telephone Number

Names and Addresses of Additional Parties to the
Judgment: (attach separate sheets if necessary)

Lindsay Luketic - Plaintiff

I, Clerk of the above-named Court, hereby certify that on (date) 18th of May, 2023 plaintiff(s)
recovered of defendant(s) in the Court a judgment ☐ with ☒ without waiver of exemptions for the sum of \$ 486,831.70
plus \$ _____ in court costs.

James L. Spinks of Spinks Law Group

is plaintiff's attorney of record.

Given under my hand this date JUN 21 2023

Jacqueline Anderson Smith
Clerk, DG



I certify that this instrument was filed for record in my office on (date) _____

and duly recorded in book _____ page _____.

Judge of Probate

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA
BIRMINGHAM DIVISION**

MRM HOME CONCEPTS LLC,
MCCLEARY RYAN,
Defendants.

)
)
)
)
)
) Case No.: CV-2023-900484.00

20230621000184670 2/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

1. MRM Home Concepts, LLC (“MRM”) and Chris and Lindsay Luketic (“The Luketics”) entered a contract for construction/improvements to occur at 1829 Highfield Drive, Vestavia Hills, Alabama, on or about July 9, 2021 (“The Project”).
2. Ryan McCleary, individually, and on behalf of MRM made material representations to the Luketics that The Project would begin promptly upon receiving the down payment of \$47,500 (“The Down Payment”), and that The Project would take four (4) to six (6) months to complete.
3. On July 14, 2021, the Luketics paid MRM the Down Payment. Prior to payment, McCleary represented to the Luketics that the Down Payment would go towards the purchase of tile, electrical/plumbing fixtures, windows, permitting, and other materials to be purchased.
4. The Luketics relied on McCleary’s representations that the original down payment would



20230621000184670 3/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

go towards job costs and material purchases, but no materials were purchased, and McCleary and/or MRM kept the funds without providing the Luketics a material benefit as part of The Project.

5. MRM applied for the building permit for The Project on or about November 11, 2021 ("The Permit"). This was approximately four (4) months after the contract was signed and the Down Payment made.
6. At no time did MRM or Ryan McCleary advise the Luketics that The Permit application had not been submitted but rather misrepresented to the Luketics that the delay was caused by the City of Vestavia Hills' building department.
7. The Luketics relied upon these representations from McCleary and MRM by not acting and as a result suffered damages.
8. On December 30, 2021, McCleary provided the Luketics a revised draw schedule with anticipated timetable milestones concerning The Project during January, February and March of 2022.
9. Unbeknownst to the Luketics, the Permits were not issued by the City of Vestavia until March of 2023 as McCleary continued to conceal and/or suppress the status of the permitting process from the Luketics. The Permit was ready in December of 2021, but MRM and McCleary failed to commence the permit and wrongfully concealed this fact from the Luketics.
10. McCleary knew or should have known that the draw schedule provided to the Luketics on December 30, 2021 would not be fulfilled and could not be fulfilled, but he gave the incorrect information in order to induce the Luketics to remain in the contract.
11. McCleary later actively concealed and suppressed information concerning the status of The Project from the Luketics and/or otherwise provided false, inaccurate, and/or misleading information as concerning its status.
12. The Luketics did not discover the fraud upon them until the fall of 2022 at which time the costs of construction had increased substantially.
13. As a result of the concealment, suppression and fraud by McCleary and MRM, the Luketics have been directly harmed by having to pay increased costs of construction. These increased construction costs have been found to be \$75,763.00.
14. McCleary has also intentionally misled and deceived the Luketics, in that, McCleary and/or MRM invoiced the Luketics for the "overages" for building fixtures and materials that were beyond the stated contract allowances. At the time this invoice was made, McCleary told the Luketics it was due, because he had placed the orders with the suppliers. This was not true. McCleary had failed to place the orders and intentionally deceived the Luketics.



20230621000184670 4/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

15. The Luketics relied on McCleary's representations and paid the invoice. This invoice was \$4,299.00.
16. The Luketics discovered the pattern and practice of McCleary and MRM's conduct and provided multiple Notices of Default on the Contract before ultimately terminating the Contract without any material response from MRM or McCleary.
17. MRM further breached the contract and/or tortiously breached its duty of care under the contract by failing to perform the work in a diligent and workmanlike manner and/or in keeping with the contract.
18. In addition to those payments that were fraudulently induced by McCleary and MRM, the Luketics have been caused damage including loss of use, mental anguish, worry, stress, and inconvenience.
19. The Luketics provided testimony to the Court of their own knowledge of at least four (4) other instances of ongoing consumer fraud allegations against McCleary and/or MRM including two others that are in active litigation of which neither McCleary nor MRM has responded to.

CONCLUSIONS OF LAW

1. Ryan McCleary, individually, and MRM intentionally misrepresented facts to the Luketics to induce them to enter the contract with respect to The Project.
2. Ryan McCleary, individually, and MRM knew or reasonably should have known that representations that were made were false at the time they were made. McCleary and MRM made such representations with an intent to deceive the Luketics.
3. The Luketics relied upon these misrepresentations of Ryan McCleary and MRM and as a result suffered damages including but not limited to the down payment of \$47,500, and that the Luketics received no material benefit from this payment to MRM.
4. Ryan McCleary, individually, and MRM fraudulently concealed and/or suppressed material information from the Luketics during The Project of which they owed a duty to disclose including but not limited to the timetable of construction, the status of permitting, and the status of sequencing/scheduling of construction.
5. These acts of fraudulent concealment and suppression were the direct and proximate cause of increased construction costs that had to be incurred by the Luketics.
6. Ryan McCleary, individually, and MRM fraudulently misrepresented purchases made for The Project.



20230621000184670 5/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

7. The Luketics relied upon this representation of which was the direct and proximate cause of additional amounts paid by the Luketics to MRM in the amount of \$4,299.00, and that the Luketics received no material benefit from this payment to MRM.
8. McCleary and MRM Home Concepts LLC intentionally defrauded, misled, and deceived the Luketics for the purpose of inducing them to not terminate the contract and to not share their misfortunes with others in the community.
9. McCleary, individually, and MRM concealed and/or suppressed material information and/or otherwise made fraudulent misrepresentations to the Luketics with respect to the status of the permitting, timetable of construction, and sequencing of the work. These acts of concealment, suppression, and/or fraud induced the Luketics to refrain from terminating the contract, and as a direct and proximate result, the Luketics were damaged in the form of increased costs of construction. These increased costs total \$75,763.00 of which were directly and proximately caused by inducement of fraudulent representations and/or fraudulent concealment.
10. The Luketics were reasonable in relying upon the misrepresentations of McCleary and MRM Home Concepts, LLC.
11. The total damages sustained by the Luketics found to be proximately caused by the series of fraudulent and deceptive acts of Ryan McCleary, individually, and in his capacity as representative of MRM Home Concepts are \$127,562.00.
12. The Court finds that these acts of fraud violate Alabama Code §6-5-101 through §6-5-104.
13. The Court further finds that these acts of fraud are in direct violation of the Alabama Deceptive Trade Practices Act, namely, Ala. Code §8-19-5 (27) and as such the Court has authority to award damages up to three times the actual damages sustained in statutory damages.
14. In addition thereto, the Court finds that MRM breached its contract with the Luketics directly and proximately causing additional damage in the form of mental anguish, stress, worry, and inconvenience.
15. In addition thereto, the Court finds that MRM acted with negligence/wantonness in the performance of its duties and obligations, whether derived from the contract and/or common law proximately causing additional damage in the form of mental anguish, stress, worry, and inconvenience.

DEFAULT JUDGMENT AND ORDER ON DAMAGES

NOW THEREFORE, upon hearing the testimony and evidentiary submissions of the Plaintiffs, Chris and Lindsay Luketic, the Court hereby enters **DEFAULT JUDGMENT** in their favor and against the DEFENDANTS as follows:



20230621000184670 6/6 \$37.00
Shelby Cnty Judge of Probate, AL
06/21/2023 02:14:15 PM FILED/CERT

\$127,562.00: Compensatory Damages found and determined to be directly and proximately caused by the acts of intentional and willful fraud of Ryan McCleary, individually, and MRM Home Concepts LLC. These damages are imposed upon both Defendants, jointly and severally.

\$255,124.00: Statutory Damages imposed (double multiplier) due to a finding of violations of the Alabama Deceptive Trade Practices Act based upon the acts of intentional and willful fraud of Ryan McCleary, individually, and MRM Home Concepts LLC. These damages are imposed upon both Defendants, jointly and severally.

\$100,000.00: Punitive Damages for the deceptive, intentional, willful wrongdoing of Ryan McCleary, individually, and MRM Home Concepts as concerning the Luketics. These damages are imposed upon both Defendants, jointly and severally.

\$50,000: Compensatory Damages for the loss of use of the Luketic home and property during The Project as damages proximately caused by the negligence and breach of contract of MRM Home Concepts LLC.

\$50,000: Compensatory Damages for the mental anguish, worry, stress, anguish, and inconvenience as damages proximately caused by the negligence and breach of contract of MRM Home Concepts LLC.

\$4,145.70: Attorney's Fees & Costs. These damages are imposed upon both Defendants, jointly and severally.

DONE this 18th day of May, 2023.

/s/ JAVAN J. PATTON
CIRCUIT JUDGE