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LUCAS COUNTY

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COMMON PLEAS COURT
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IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

STATE OF OHIO EX REL. OHIO)
ATTORNEY GENERAL MICHAEL DEWINE)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

UNITED ROOFING & REMODELING, LLC)
2003 Eileen Road)
Toledo, Ohio 43615)

and)

JOSH GARDNER)
2003 Eileen Road)
Toledo, Ohio 43615)

Defendants.)

CASE NO G-4801-CI-0201703570-000

Judge
LINDA J. JENNINGS

**COMPLAINT FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF,
CONSUMER RESTITUTION,
AND CIVIL PENALTY**

JURISDICTION AND VENUE

1. Michael DeWine, Attorney General of Ohio, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.07.
2. The actions of Defendants, hereinafter described, have occurred in Lucas County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et*

seq., its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

3. The Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04.
4. Venue is proper pursuant to Ohio Civ. R. 3(B)(1)-(3) in that Defendants reside in, have their principle place of business in, and some of the transactions complained of herein and out of which this action arose, occurred in Lucas County, Ohio.

THE DEFENDANTS

5. Defendant United Roofing & Remodeling, LLC (“United”) is a domestic limited liability company incorporated in the State of Ohio under Entity Number 2316113.
6. Defendant Josh Gardner (“Gardner”) is a natural person whose last known personal residence is 2003 Eileen Road, Toledo, Ohio 43615.
7. At all times relevant to this action, Defendant Gardner was the sole owner and operator of Defendant United.
8. Defendants, as described below, are “suppliers” as that term is defined in R.C. 1345.01(C), as the Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling home improvement services to individuals in Ohio, including Lucas County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
9. Defendants are “sellers” who engaged in “home solicitations sales” as those terms are defined in R.C. 1345.21(A) and (C), as Defendants engaged in the solicitation of sales of home improvement goods and services to consumers at their residences and the buyer’s agreement or offer to purchase was made at a place other than the seller’s place of business.

10. Defendant Gardner, by virtue of his position as owner of Defendant United, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in this Complaint.

STATEMENT OF FACTS

11. Defendants have been at all times relevant to this action engaged in the business of selling consumer goods or services, specifically home improvement services such as roof installation and home remodeling in the State of Ohio, including in Lucas County.

12. Upon information and belief, Defendants do not have a fixed permanent location where goods are exhibited or their services are offered for sale on a continuing basis.

13. Defendants performed residential home improvement services for consumers in a shoddy or unworkmanlike manner and failed to correct the work. In some instances, Defendants' shoddy workmanship caused additional damage to consumers' properties.

14. Defendants accepted substantial payments from consumers but failed to begin or complete the work for which they were paid.

15. Defendants' contracts do not provide consumers with a proper Notice of Cancellation.

16. In at least one instance, Defendants failed to honor the workmanship warranty on a consumer's contract.

17. Defendants have failed to respond to consumers and failed to issue refunds.

PLAINTIFF'S CAUSES OF ACTION

COUNT I **FAILURE TO DELIVER GOODS AND/OR SERVICES** **OR ISSUE REFUNDS**

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1 – 17) of this Complaint.

19. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for home improvement services and materials and permitting eight weeks to elapse without delivering the promised goods or services or issuing a full refund.

COUNT II
SHODDY OR UNWORKMANLIKE SERVICES

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1 – 17) of this Complaint.

21. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by performing home improvement services in an incomplete, shoddy, or unworkmanlike manner and failing to correct the work..

22. Such acts or practices 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).

COUNT III
FAILURE TO HONOR WARRANTY

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1 – 17) of this Complaint

24. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10) by representing that a consumer transaction involves a warranty, a disclaimer of warranties or other rights, remedies, or obligations when the representation is false.

25. Such acts or practices 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).

COUNT IV
FAILURE TO PROVIDE PROPER NOTICE OF CANCELLATION

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1 – 17) of this Complaint.

27. Defendants committed deceptive acts or practices in violation of R.C. 1345.23(B) of the HSSA and R.C. 1345.02 of the CSPA, as set forth in R.C. 1345.28, by failing to include a proper Notice of Cancellation with the written agreement or offer to purchase.

28. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

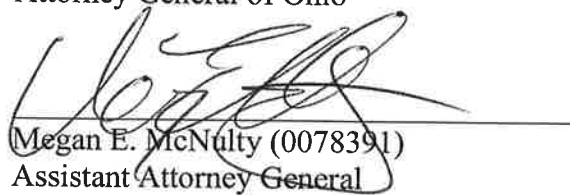
WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE a declaratory judgment declaring that each act or practice complained of herein violates the CSPA and the HSSA in the manner set forth in the Complaint.
2. ISSUE a permanent injunction enjoining Josh Gardner, United Roofing & Remodeling, LLC, as presently organized or in any future organized entity, registered or non, serving substantially similar purposes, and their agents, servants, representatives, salespeople, employees, independent contractors, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from further violating the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.*

3. GRANT a monetary judgment, jointly and severally, against Defendants in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices.
4. ASSESS, FINE and IMPOSE upon the Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
5. GRANT the Ohio Attorney General his costs in bringing this action.
6. ORDER Defendants to pay all court costs.
7. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio



Megan E. McNulty (0078391)
Assistant Attorney General
One Government Center
640 Jackson Street, Suite 1340
Toledo, Ohio 43604
419.245.2550 (phone) / 877.588.5480 (fax)
Megan.McNulty@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio