

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

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

CASE NO.

JUDGE:

Plaintiff,

v.

COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF

WEYLIN STEWART)
73 Midcliff Dr.)
Columbus, Ohio 43213,)

And)

LEADWAY GENERAL)
CONTRACTING & CONSTRUCTION)
MANAGEMENT, INC)
741 S. Richardson Ave.)
Columbus, Ohio 43204)

Defendants.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through Attorney General Michael DeWine, 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 the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. The actions of Defendant Weylin Stewart (Defendant Stewart) and Defendant Leadway General Contracting & Construction Management, Inc. (Defendant Leadway), hereinafter described, have occurred in Franklin County and other counties in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act

(“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

DEFENDANTS

5. Defendant Stewart is a natural person residing 73 Midcliff Dr., Columbus, Ohio 43213.
6. The principle place of business for Defendant Leadway is 741 S. Richardson Ave., Columbus, Ohio 43204.
7. Defendant Leadway is registered as a corporation with the Ohio Secretary of State.
8. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

9. Defendant Stewart at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Leadway causing, personally participating in, or ratifying the acts and practices of Defendant Leadway including the conduct giving rise to the violations described herein.

10. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services such as roofing and siding materials and services and then failed to deliver some of those goods and services within eight weeks.
11. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refund.
12. After receiving payment, Defendants sometimes began work but failed to complete the work.
13. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
14. Defendants did not provide consumers with contracts with the three day right to cancel provision.

COUNT I- FAILURE TO DELIVER

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-14 of this Complaint.
16. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or 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.

COUNT II- UNFAIR AND DECEPTIVE ACTS AND PRACTICES

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-16 of this Complaint.
18. Defendants committed unfair or 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.
19. The acts or practices described 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 – VIOLATIONS OF THE HOME SOLICITATION SALES ACT

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-19 of this Complaint.
21. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23, by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
22. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA and its Substantive Rules in the manner set forth in the Complaint.

- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in any consumer transactions as suppliers in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

/s/ Jennifer L. Mildren

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