

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.)
ATTORNEY GENERAL)
DAVE YOST)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

Case No:

Judge:

Plaintiff,

v.

SCOTT L. REED, II,)
Individually, and)
DBA C & S DESIGN GROUP)
9635 U.S. Hwy. 22 E.)
Stoutsville, Ohio 43113)

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

and)

CAMIE REED,)
Individually, and)
DBA C & S DESIGN GROUP)
9635 U.S. Hwy. 22 E.)
Stoutsville, Ohio 43113)

and)

CAPITAL CITY CUSTOM)
HOME IMPROVEMENT, LLC)
9635 U.S. Hwy. 22 E.)
Stoutsville, Ohio 43113)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, 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. 1345.01 *et seq.*
2. The actions of Scott L. Reed, Individually and doing business as C & S Design Group, Camie Reed, Individually and doing business as C & S Design Group, and Capital City Custom Home Improvements, LLC ("Defendants"), 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.* 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 R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Franklin County is the county in which Defendants conducted activity that gave rise to the claims for relief.

DEFENDANT

5. Defendant Scott L. Reed is a natural person residing at 9635 U.S. Hwy. 22 E. Stoutsville, Ohio 43113.
6. Defendant Camie Reed is a natural person residing at 9635 U.S. Hwy. 22 E. Stoutsville, Ohio 43113.
7. Defendant Capital City Custom Home Improvement, LLC ("Capital City") is a domestic limited liability company registered by Defendant Scott L. Reed on September 12, 2011.

8. In at least one instance, Defendants engaged in a consumer transaction under the name C & S Design Group.
9. 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).
10. Defendants Scott L. Reed and Camie Reed at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Capital City, causing, personally participating in, or ratifying the acts and practices of Defendant Capital City, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

11. Defendants engaged in the business of providing goods and services to consumers, including home remodeling and installation projects, including drywall, painting, shower installation, a room addition, a porch roof, a four seasons room, fencing, a deck, etc.
12. Defendants have refused to refund consumers’ deposits or payments despite consumers’ requests for refunds.
13. After receiving payment, Defendants sometimes began work but failed to complete the work.
14. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.

15. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
16. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions, or to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

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 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 and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumers 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- SHODDY AND SUBSTANDARD WORK

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-18 of this Complaint.

20. 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.
21. The acts or practices described above 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).

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

COUNT 1:

FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RESCISSION

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-21 of this Complaint.
23. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their transactions by a specific date.
24. The acts or practices described above 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).

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, its Substantive Rules, and the HSSA, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, 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.*, its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay 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 up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ Brandon C. Duck
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