



## **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 the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and the Home Construction Service Suppliers Act ("HCSSA"), R.C. 4722.01 *et seq.*
2. The actions of Cleveland Custom Homes, LLC and Jeffrey M. Crawford Jr., individually and doing business as Cleveland Custom Homes, LLC ("Defendants"), hereinafter described, have occurred in Lorain County and other counties in the State of Ohio and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HCSSA, R.C. 4722.01 *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)(1), (2), and (3) in that Lorain County is the county where Defendant Crawford resides, Defendant Cleveland Custom Homes, LLC's principal place of business, and where Defendants conducted activity that gave rise to the claims for relief.

## **DEFENDANTS**

5. Defendant Cleveland Custom Homes, LLC ("CCH") is a limited liability company registered with the Ohio Secretary of State on September 7, 2012.
6. Defendant Jeffrey M. Crawford Jr. ("Crawford") is a natural person residing at 34418 Saint Maron Blvd., Avon, OH 44011.

7. Defendants are “suppliers” as they engaged in the business of effecting “consumer transactions” by advertising, soliciting, and/or selling home improvement goods and services, including home improvement remodels and additions, to “consumers” for purposes that were primarily personal, family or household within the meaning of the CSPA, R.C. 1345.01(A), (C), and (D).
8. Defendants are “home construction service suppliers” engaged in “home construction services” because Defendants contracted with owners to construct a “residential building” for compensation within the meaning of the HCSSA, R.C. 4722.01(B) and (D).
9. Defendant Crawford, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant CCH causing, personally participating in, or ratifying the acts and practices of Defendant CCH, including the conduct giving rise to the violations described herein.

### **STATEMENT OF FACTS**

10. Defendants operated out of various locations in Cuyahoga and Lorain counties, but most recently operated at 36840 Detroit Rd., Unit D, Avon, OH 44011.
11. Defendants entered into contracts with consumers to provide home improvement goods and services, including home improvement remodels.
12. Defendants accepted down payments for home improvement goods and services, including home improvement remodels.
13. In some instances, Defendants represented to consumers that they would provide the contracted goods and services for home improvement remodels within an estimated time and then failed to provide such goods and services in the time promised, if at all.

14. In some instances, after receiving payment for home improvement remodels, Defendants began work but thereafter abandoned the worksite and failed to complete the work.
15. In some instances, Defendants provided shoddy and substandard home improvement services for home improvement remodels and then failed to correct such services.
16. In some instances, Defendants represented to consumers that subcontractors had been paid for work performed on the home improvement remodels, when in fact, subcontractors had not been paid for the work performed or materials provided.
17. In addition to providing home improvement and repair services, Defendants also contracted with consumers for new residential home builds, the cost of which exceeded \$25,000.
18. In some instances, Defendants accepted down payments for new residential home builds that exceeded ten percent (10%) of the contract price.
19. In some instances, the contracts for new residential home builds failed to include certain required information including, but not limited to, the anticipated start and completion dates and a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.
20. For some of the new residential home builds, Defendants failed to deliver the work contracted for, and failed to provide a full refund within a reasonable time.
21. For some of the new residential home builds, Defendants performed the work in a shoddy or unworkmanlike manner.
22. For some of the new residential home builds, Defendants signed an affidavit(s) stating that subcontractors had been paid in order to obtain another bank draw, when, in fact, the subcontractors had not been paid.

23. For some of the new residential home builds, Defendants signed an affidavit(s) stating that work had been performed in order to obtain another bank draw, when, in fact, the work had not been performed.
24. In some instances, for both home remodels and new residential home builds, Defendants received partial or full payments from consumers and failed to pay subcontractors for goods and services rendered by the subcontractors on the contract resulting in subcontractors placing liens on consumers' homes.
25. In some instances, for both home remodels and new residential home builds, Defendants failed to pay subcontractors, resulting in consumers having to pay subcontractors for work that was already paid for.
26. Defendants have represented to Plaintiff and consumers that Defendant CCH is out of business and will not fulfill its obligations to complete the home improvement or home construction contracts.
27. Defendants' failure to perform contracted home improvement and home construction services at all and failure to perform these services in a proper manner has resulted in harm to consumers.

**PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**CSPA COUNT 1 - FAILURE TO DELIVER**

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
29. 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.

30. The acts or practices described above are in violation of O.A.C. 109:4-3-09(A), which was adopted on June 5, 1973 and was last amended on March 14, 2005. Defendants committed said violations after the adoption of the Administrative Code section.

**CSPA COUNT 2 – SHODDY AND SUBSTANDARD WORK**

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

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

33. 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

**CSPA COUNT 3 - ABANDONING THE WORKSITE  
AFTER PARTIAL PERFORMANCE**

34. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

35. Defendants violated the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and beginning work at consumers' residences, but then abandoning the work site and refusing to complete performance of the contracted work.

36. The acts and 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).

**CSPA COUNT 4 – FAILURE TO PAY SUBCONTRACTORS**

37. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

38. Defendants violated the CSPA, R.C. 1345.02(A), by failing to compensate material providers or subcontractors for goods or services provided pursuant to the home improvement contract and resulting, in some instances, in mechanic's liens being placed on the property.

39. The acts and 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:  
VIOLATIONS OF THE HCSSA**

**HCSSA COUNT 1 - FAILURE TO PROVIDE SERVICE CONTRACTS  
CONTAINING ALL STATUTORILY REQUIRED INFORMATION**

40. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

41. Defendants violated the HCSSA, R.C. 4722.02, by entering into home construction services contracts with owners and not including all of the required information in the contracts, such

as the anticipated start and completion dates for the project and providing a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.

**HCSSA COUNT 2 - FAILURE TO DELIVER**

42. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

43. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(f), by entering into home construction services contracts with owners, failing to deliver services in accordance with the terms and conditions of the contract, and failing to provide a full refund within a reasonable time period.

**HCSSA COUNT 3 – EXCESSIVE DOWN PAYMENT**

44. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

45. Defendants violated the HCSSA, R.C. 4722.04, by taking more than ten percent of the contract price as a down payment before beginning the work required by the contract.

**HCSSA COUNT 4 - PERFORMING SERVICES IN AN UNWORKMANLIKE MANNER**

46. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth previously in this Complaint.

47. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(d), by entering into home construction services contracts with owners and failing to perform the services in a workmanlike manner.

**HCSSA COUNT 5 – FAILURE TO PAY SUBCONTRACTORS**

48. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth previously in this Complaint.



49. Defendants violated the HCSSA, R.C. 4722.03(A)(8), by intentionally misrepresenting any aspect of the transaction or the nature or the quality of the work or materials, specifically by representing to consumers and lending institutions that subcontractors had been paid for goods or services provided pursuant to the home construction contract, when such was not the case, and resulting, in some instances, in mechanic's liens being placed on the property.

**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, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HCSSA, R.C. 4722.01 *et seq.*, 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.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HCSSA, R.C. 4722.01 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B) and R.C. 4722.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.

- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA and the HCSSA described herein pursuant to R.C. 1345.07(D) and 4722.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- 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,

DAVE YOST  
Ohio Attorney General

s/ Teresa A Heffernan

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