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**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
March 4, 2024 09:45 AM  
PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1439041**

**STATE EX REL ATTORNEY  
GENERAL YOST**

**A 2401014**

**vs.**

**ROGER G GRAY**

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY  
DEMAND**

**PAGES FILED: 5**

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad Street, 14th Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	<b><u>COMPLAINT AND REQUEST FOR</u></b>
	)	<b><u>DECLARATORY JUDGMENT,</u></b>
ROGER G. GRAY individually	)	<b><u>INJUNCTIVE RELIEF, CONSUMER</u></b>
and dba ALL AROUND CONCRETE	)	<b><u>DAMAGES, CIVIL PENALTIES,</u></b>
203 Pruyn St.	)	<b><u>AND OTHER APPROPRIATE RELIEF</u></b>
Aurora, Indiana 47001-1123	)	
	)	
Defendant.	)	

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act, (“CSPA”), R.C. 1345.01 et seq.
2. The actions of Defendant Roger G. Gray (“Defendant”) have occurred in Ohio, including in Hamilton County and other counties and, as set forth below, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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)(3) because Hamilton County is where Defendant conducted some of the actions that gave rise to Plaintiff’s claim for relief.

## **DEFENDANT**

5. Defendant is a natural person residing at 203 Pruyne St., Aurora, Indiana 47001.
6. Defendant does business in Ohio using the unregistered fictitious business name All Around Concrete.
7. Defendant also solicited Ohio consumers by representing that his business was named or affiliated with CIN-Concrete or Cincinnati Concrete Co.
8. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) of the CSPA, because Defendant has engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods or services to “consumers” for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).

## **STATEMENT OF FACTS**

9. Defendant advertises, solicits, and sells home improvement and goods and services, including concrete-related services, to consumers for work at their residences.
10. Defendant represented to consumers that he would undertake and complete concrete-related projects or services.
11. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods or services, including various concrete-related services.
12. Upon the acceptance of monetary deposits from consumers, Defendant left the consumers’ residences and indicated he would return to provide the home improvement goods or services, including concrete-related services.
13. Defendant never returned to consumers’ residences to provide the home improvement goods or services, including concrete-related services.

14. After accepting money from consumers for home improvement goods or services, including various concrete-related services, Defendant failed to deliver the goods or services that were promised.
15. Consumers who did not receive their goods or their completed services requested refunds from Defendant.
16. Defendant failed to provide requested refunds to consumers for whom he did not deliver the promised goods or services.

**PLAINTIFF'S 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 the preceding paragraphs of this Complaint.
18. Defendant committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods 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- UNREGISTERED FICTICIOUS NAME**

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

20. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions under a fictitious business name that is not registered with the Ohio Secretary of State as required by R.C. 1329.01(C).
21. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant 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. DECLARE, pursuant to R.C. 1345.07(A)(2), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., in the manner set forth in this Complaint.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendant, doing business under his own name, the names All Around Concrete, CIN-Concrete, or Cincinnati Concrete Co., or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with hm, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendant as set forth in this Complaint.

- D. ASSESS, FINE, and IMPOSE upon Defendant 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. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a supplier in any consumer transactions in Ohio until such time as Defendant has satisfied all monetary obligations ordered by this Court, and any other Court in Ohio, in connection with a consumer transaction.
- F. GRANT Plaintiff its costs incurred in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendant 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  
Attorney General

*/s/ Tracy Morrison Dickens*  
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