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Cleveland, Ohio 44113

Court of Common Pleas

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By: MICHAEL R. SLIWINSKI 0076728

Confirmation Nbr. 3103557

STATE OF OHIO EX REL DAVE YOST

CV 24 993771

vs.

CHARLES A JONES, ET AL

Judge: BRENDAN J. SHEEHAN

Pages Filed: 7

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

STATE OF OHIO, ex rel.)	CASE NO.
DAVE YOST)	
Ohio Attorney General)	JUDGE
Cleveland Regional Office)	
615 W. Superior Ave., 11th fl.)	<u>COMPLAINT AND REQUEST FOR</u>
Cleveland, Ohio 44113-1899)	<u>DECLARATORY AND INJUNCTIVE</u>
)	<u>RELIEF, CONSUMER DAMAGES, CIVIL</u>
)	<u>PENALTIES AND OTHER</u>
Plaintiff,)	<u>APPROPRIATE RELIEF</u>
)	
v.)	
)	
CHARLES A JONES)	
557 River Pebble Dr.)	
Blacklick, Ohio 43004-9231)	
)	
and)	
)	
VERITAS HOMES REFINISHING, LLC)	
C/O STATUTORY AGENT)	
RASHANNA RENE LIGHTFOOT)	
3183 Easthaven Dr. S.)	
Columbus, Ohio 43232)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through 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 Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq.

2. The actions of Defendants, hereinafter described, have occurred in Cuyahoga County as well as other counties around the State of Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules O.A.C. 109:4-3-01 et seq.
3. This Court has jurisdiction over the subject matter of this action 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 some of the transactions complained of herein, and out of which this action arises, have occurred within Cuyahoga County, Ohio.

DEFENDANTS

5. Defendant Charles A. Jones is a natural person with a last known address of 557 River Pebble Dr. Blacklick, Ohio 43004-9231.
6. Defendant Veritas Home Refinishing LLC is a company that purports to sell home improvement goods and services including disaster recovery, additions, and remodeling.
7. Defendant Veritas Home Refinishing LLC has its principal place of business at 3183 Easthaven Dr. S. Columbus, Ohio 43232.
8. At all times relevant to this action, Defendant Charles A. Jones directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day-to-day activities and practices of Veritas Home Refinishing LLC.
9. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as Defendants were, at all times relevant herein, engaged in the business of effecting “consumer transactions” by providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

10. Defendants contracted with consumers to provide home improvement and repair services including disaster recovery, additions, and home remodeling, to consumers in Ohio, including Cuyahoga County.
11. Defendants accepted down payments for home improvement goods and services including disaster recovery, additions, and home remodeling.
12. In some instances, Defendants did not provide any goods or services, or provide refunds for goods or services not delivered.
13. In some instances, Defendants provided some goods or services, but did not provide the full goods or services contracted for, or complete the work contracted for in a reasonable time. Defendants thereafter abandoned the work site.
14. In some instances, Defendants provided some services, but those services were shoddy and unworkmanlike .
15. In some instances, Defendants failed to obtain the necessary permits, licenses, or registrations required by local, county or state laws.
16. Despite consumers' repeated attempts to contact Defendants regarding the status of their projects or refunds, Defendants failed to respond to consumers' telephone calls, text messages, and e-mails.
17. Defendants have maintained a pattern of inefficiency, incompetence and/or continuous tactics to stall and evade their legal obligations to consumers by failing to respond to consumer inquiries regarding the status of their projects or refunds.
18. Defendants' failure to perform contracted home improvement services in a proper manner has resulted in harm to consumers.

19. The Attorney General's Office has received numerous consumer complaints regarding Defendants' practices.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I
FAILURE TO DELIVER

20. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
21. Defendants have 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 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 requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
22. 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.

COUNT II
SHODDY AND SUBSTANDARD WORK

23. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
24. 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.

25. 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).

COUNT III
FAILURE TO OBTAIN PERMITS OR LICENSES

26. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
27. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning work at consumer residences without securing the requisite permits, registrations, or licenses to perform the contracted work.
28. 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).

COUNT IV
ABANDONING THE WORKSITE AFTER PARTIAL PERFORMANCE

29. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
30. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and beginning work at consumers' residences but abandoning the work sites and failing to complete performance of the contracted work.
31. 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).

COUNT V
PATTERN AND PRACTICE OF CONTINUALLY STALLING
AND EVADING LEGAL OBLIGATIONS

32. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
33. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by maintaining a pattern of inefficiency and incompetence in performing the home improvement services contracted for and continually stalling and evading their legal obligations to consumers.
34. 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).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

- A. ISSUE A DECLARATORY JUDGMENT** declaring 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., in the manner set forth in the Complaint;
- B. ISSUE A PERMANENT INJUNCTION** enjoining Defendants, under these or any other names, their agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the CSPA, R.C. 1345.01 et seq.;
- C. ENJOIN** Defendants from acting as suppliers in Ohio until all outstanding

Judgment-ordered remuneration and penalties have been paid and Defendants have produced satisfactions of judgment for all outstanding judgments against them related to consumer transactions;

- D. IMPOSE** upon Defendants civil penalties 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);
- E. ORDER** Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions in violation of the CSPA;
- F. GRANT** Plaintiff his costs in bringing this action including, but not limited to, the costs of collecting any judgment awarded;
- G. ORDER** Defendants to pay all court costs; and
- H. GRANT** such further relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Michael R. Sliwinski
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