

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
LAWRENCE M. HURST,	)	COMPLAINT AND REQUEST FOR
1530 Elmore Ave.	)	DECLARATORY JUDGMENT,
Columbus, Ohio 43224	)	INJUNCTIVE RELIEF, CONSUMER
	)	RESTITUTION, CIVIL PENALTIES,
and	)	AND OTHER APPROPRIATE RELIEF
	)	
B&L CUSTOM CONCRETE LLC	)	
277 Turnstone Rd. Apt. C	)	
Columbus, OH 43235	)	
	)	

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**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 Consumer Sales Practices Act, (“CSPA”), R.C. 1345.01 *et seq.*
2. The actions of Lawrence M. Hurst and B&L Custom Concrete LLC (“Defendants”), have occurred in Franklin 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.*, and its Substantive Rules, Ohio Adm. Code 109:4-3-01 *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)(1), (3), and (6), in that Defendant Hurst resides in Franklin County, this is the county where Defendants conducted activity giving rise to the claims for relief, and this is the county in which all or part of the claims for relief arose.

### **DEFENDANTS**

5. Defendant Lawrence M. Hurst (“Hurst”) is a natural person whose last known address is 1530 Elmore Ave., Columbus, Ohio 43224.
6. Defendant B&L Custom Concrete (“B&L”) is a domestic Limited Liability Company registered with the Ohio Secretary of State on May 19, 2023.
7. Defendant Hurst, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant B&L, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
8. Defendants are each a “supplier,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement and construction goods and services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).

### **STATEMENT OF FACTS**

9. Defendants engaged in the business of providing home improvement and construction goods and services, including concrete-related services, to consumers for work on their residences.

10. Defendants did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services were offered for sale on a continuing basis.
11. Defendants represented to consumers that they would undertake and complete home improvement and construction goods and services, including concrete-related services, and failed to deliver those goods and provide the services.
12. Defendants represented to consumers that they would provide the contracted goods and services, including concrete-related services, within an estimated time and then failed to provide such goods and services in the time promised.
13. In some cases, after receiving payment, Defendants began to perform home improvement and construction work, including concrete-related services, but then failed to complete the work.
14. In some cases, Defendants provided shoddy and substandard home improvement and construction services, including concrete-related services, to consumers and then failed to correct such services.
15. Defendants did not provide consumers with refunds of deposits paid when Defendants failed to provide the contracted goods or perform the contracted services.
16. In some cases, after Defendants failed to provide the contracted goods and services, including concrete-related services, Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
17. During their solicitation and sale of home improvement and construction goods and services, including concrete-related services, Defendants did not notify consumers of their cancellation rights, nor did they provide consumers with a notice of cancellation form.

18. In October of 2022, Plaintiff filed a Complaint, case number 22CV95549, against Defendant Hurst in the Warren Court of Common Pleas for actions similar to those alleged in this Complaint.
19. On September 12, 2023, the court issued a Final Judgment Entry and Order against Defendant Hurst for the violations alleged in the lawsuit. The Final Judgment included a prohibition on violating the CSPA and the HSSA, ordered that Defendant Hurst pay consumer damages of \$4,980 and a civil penalty of \$40,000, and enjoined Defendant Hurst from engaging in business as a supplier in any consumer transactions with Ohio consumers until he satisfied all financial liabilities arising from the Judgment. Defendant Hurst has not paid any amounts owed under the Final Judgment.
20. Defendant Hurst continues to operate Defendant B&L and solicit new consumer transactions without paying the Final Judgment rendered against him in the Warren County Court of Common Pleas, Case No. 22CV95549.

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

**COUNT I- FAILURE TO DELIVER**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
22. 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.

23. 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**

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. 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.
26. 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: SOLICITING NEW CONSUMER TRANSACTIONS AFTER FAILING TO PAY JUDGMENTS ARISING FROM PRIOR CONSUMER TRANSACTIONS**

**AS TO DEFENDANT LAWRENCE M. HURST ONLY**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. Defendant Lawrence Hurst committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by soliciting and engaging in new consumer transactions while having unsatisfied consumer protection judgments rendered against him.

29. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant Hurst 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**

**FAILURE TO PROVIDE PROPER NOTICE OF THREE-DAY RIGHT OF RESCISSION**

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

31. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendants procured the sale of consumer goods or services at the residences of consumers.

32. Defendants violated the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the contracts entered into with consumers, or giving consumers a separate, appropriately worded "notice of cancellation" required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).

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

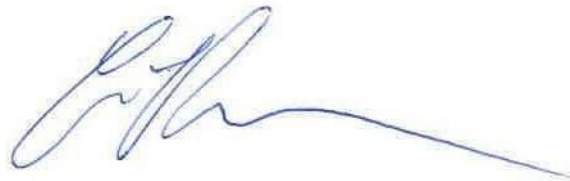
**PRAYER FOR RELIEF**

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, R.C. 1345.01 *et seq.*, and its Substantive Rules, OAC 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *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 him, 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 HSSA, R.C. 1345.21 *et seq.*
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay actual 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. **ISSUE AN INJUNCTION** prohibiting Defendants from engaging in business as suppliers in any consumer transactions in this state until such time as Defendants have satisfied all of their respective 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** 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  
Attorney General

A handwritten signature in blue ink, appearing to read 'C. Ramdeen', with a long horizontal flourish extending to the right.

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CHRISTOPHER RAMDEEN (0095623)  
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