

IN THE COURT OF COMMON PLEAS  
FAIRFIELD COUNTY, OHIO

FILED

2024 JUL 24 AM 10:59

BRANDEN C. MEYER  
CLERK OF COURTS  
FAIRFIELD CO., OHIO

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

Case No:

24 CV 587

Plaintiff,

Judge:

JUDGE BERENS

v. )

JEFFREY GRIMES, )  
7500 Marietta Rd. SE. )  
Bremen, OH 43107 )

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

and )

IN AND OUT CREATIONS, LLC )  
c/o Jeffrey Grimes )  
11550 McCullough Rd. SE. )  
Bremen, OH 43107 )

Defendants. )

**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 Jeffrey Grimes and In and Out Creations, LLC (“Defendants”), hereinafter described, have occurred in Fairfield 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, 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 Defendants reside in Fairfield County, this is the county where they conducted some of the activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.

#### **DEFENDANTS**

5. Defendant Jeffrey Grimes is a natural person residing at 7500 Marietta Rd. SE, Bremen, OH 43107.
6. Defendant In and Out Creations, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on June 20, 2016.
7. Defendant Grimes, at all times relevant to this action, controlled and directed the business activities and sales conduct of In and Out Creations, LLC, 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 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).

9. Defendants, as described below, engaged in “home solicitation sales” as a “seller” as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A), (C), and (D).

**STATEMENT OF FACTS**

10. Defendants provide home improvement and construction services, specifically landscaping services, to consumers in Ohio, including in Fairfield County.
11. Defendants solicited and sold home improvement goods and services at the residences of Ohio consumers.
12. Defendants accepted down payments for home improvement goods and services, specifically landscaping services.
13. In some instances, Defendants had consumers write their down payment checks directly to Defendant Grimes.
14. In some instances, Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and provide the services.
15. In some instances, after receiving payment, Defendants began work under the contract, but then failed to complete the work or provide a timely refund.
16. In some cases, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
17. In some instances, Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

18. In some instances, Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
19. In some instances, Defendants have failed to refund consumers' deposits or payments despite agreeing to do so.
20. In some instances, Defendants failed to provide consumers notice of their cancellation rights and provide consumers with a separate, appropriately worded Notice of Cancellation detailing their cancellation rights under Ohio law.

**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.

**COUNT II- SHODDY, SUBSTANDARD, OR INCOMPLETE WORK**

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding 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).

**PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA**

**FAILURE TO PROVIDE NOTICE OF RIGHT TO CANCEL**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
27. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to provide consumers with notice of their right to cancel their transactions within three business days.
28. The act or practice described above has 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 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, 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 a Supplier in any consumer transactions in this state until such time as Defendants have 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 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



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BRANDON C. DUCK (0076725)  
Assistant Attorney General  
Counsel for Plaintiff, State of Ohio  
Consumer Protection Section

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