

**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 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
LIBERTY RESTORATION, LLC)	COMPLAINT AND REQUEST FOR
c/o OLR Biz Agency, Inc., Registered Agent)	DECLARATORY JUDGMENT,
35 N. 4 th Street, Suite 100)	INJUNCTIVE RELIEF, CONSUMER
Columbus, OH 43215)	RESTITUTION, CIVIL PENALTIES,
)	AND OTHER APPROPRIATE RELIEF
and)	
)	
LIBERTY EXTERIOR DESIGN, LLC)	
c/o OLR Biz Agency, Inc., Registered Agent)	
35 N. 4 th Street, Suite 100)	
Columbus, OH 43215)	
)	
and)	
)	
JOSHUA T. BASINGER)	
3067 Gilridge Drive)	
Hilliard, OH 43026)	
)	
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 the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*

2. The actions of Liberty Restoration, LLC (“Restoration”), Liberty Exterior Design, LLC (“Exterior”) and Joshua T. Basinger (“Basinger”) (collectively “Defendants”), hereinafter described, have occurred in Franklin 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.*, and its Substantive Rules, O.A.C. 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)(3) in that Franklin County is the county where Defendants conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant Liberty Restoration LLC is a limited liability company registered with the Ohio Secretary of State on February 5, 2014.
6. Defendant Liberty Exterior Design, LLC is a limited liability company registered with the Ohio Secretary of State on December 8, 2022.
7. Defendant Joshua T. Basinger is a natural citizen residing at 3067 Gilridge Drive, Hilliard, OH 43206 and is an owner of Defendants Restoration and Exterior.
8. Defendants are each a “supplier,” as they each engage in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement

services, including roof, siding and gutter replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).

9. Defendants are each a “seller” engaging in “home solicitation sales” of “consumer goods or services” as those terms are defined in the HSSA, R.C. 1345.21(A), (C) and (E), because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
10. Defendant Basinger, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendants Restoration and Exterior causing, personally participating in, or ratifying the acts and practices of Defendants Restoration and Exterior, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

11. Defendants solicit and sell home improvement goods and services, typically storm damage repairs including roof, siding and gutter replacements, to consumers at the consumers’ residences.
12. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited, or services are offered for sale on a continuing basis.
13. Defendants enter into contracts with consumers to provide various home improvement services, typically storm damage repairs including roof, window and siding replacements.
14. Defendant Basinger served as the point of contact for consumers once the contracts were signed.

15. Defendants travel around the state of Ohio, and into other states, into areas that have recently been hit by storms.
16. Defendants approach consumers' residences and knock on doors in an attempt to get consumers to enter into contracts for repairs to their homes caused by storm damage.
17. Typically, consumers have either made insurance claims related to the storm damage or Defendants suggest they do so.
18. In some cases, Defendants worked directly with consumers' insurance companies to make a claim on consumers' behalf and determine the scope of work and cost.
19. Defendants enter into contracts with consumers to provide various home improvement services, typically storm damage repairs, including roof, gutter and siding replacements.
20. The contracts are based on the work and monetary amount allowed by the consumers' insurance claims.
21. Under the contracts, Defendants accepted down payments for various home improvement services, typically storm damage repairs including roof and siding replacements.
22. In some instances, payments were made by check or electronic payment to Defendant Restoration.
23. In some instances, payments were made by check or electronic payment to Defendant Exterior.
24. Payments to Defendants matched the amount approved by the consumers' insurance companies or the amounts that the insurance companies actually paid the consumers.
25. Defendants represented to consumers that they would undertake and complete various home improvement services, typically storm damage repairs including roof, gutter and siding

replacements, and, in some instances, failed to deliver the contracted for services within eight weeks of the date of contract or the promised start date.

26. In some instances, Defendants provided shoddy and substandard home improvement services, typically storm damage repairs including roof, gutter and siding replacement, to consumers and then failed to correct such services.
27. In some instances, Defendants offered to issue a refund of consumers' deposits and then failed to do so.
28. At the time of the transactions, Defendants' contracts failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

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

CSPA COUNT 1 - FAILURE TO DELIVER

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
30. 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 services and then permitting eight weeks to elapse without making delivery of 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 services of equal or greater value as a good faith substitute.

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 or 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 – MISREPRESENTATION

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

35. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds or representing to consumers that Defendants would provide refunds and then failing to do so.

36. 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).

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

FAILURE TO OFFER THREE DAY RIGHT TO CANCEL

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

38. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's

right to cancel the home solicitation sale before three business days after the consumers signed an agreement.

39. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* Defendants committed said violations after such decisions were made 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.*, its Substantive Rules, O.A.C. 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.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *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), 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 described herein, pursuant to R.C. 1345.07(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
Attorney General



KEVIN R. WALSH (0073999)
Senior Assistant Attorney General
Consumer Protection Section
615 W. Superior Avenue, 11th Floor
Cleveland, OH 44113
216-787-3030
Kevin.Walsh@ohioago.gov
Counsel for Plaintiff, State of Ohio