

Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.

2. The actions described below of Defendants Trevor B. Bush (“Bush”) and Harrison Township Cemetery Association (“HTCA”) (collectively “Defendants”) have occurred in the State of Ohio, including in Montgomery County, and, as set forth below, are in violation of the Consumer Sales Practices Act (“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)(1)-(3), in that Montgomery County is where Defendant Trevor Bush resides, where Defendants’ principal place of business was located, and where Defendants conducted some of the activity that gave rise to Plaintiff’s claims for relief.

DEFENDANTS

5. Defendant Bush is a natural person who resides at 774 La Salle Drive, Dayton, Ohio 45417.
6. At various times relevant to this action, Defendant Bush did business using the names Greencastle Cemetery, Harrison Township Cemetery Association, and Affordable Monuments LLC.
7. Defendant Bush represented himself to consumers as being the owner or sexton of Greencastle Cemetery, located at 2045 Nicholas Road, Dayton, Ohio 45417.
8. HTCA was a nonprofit corporation that did business using the name Greencastle Cemetery, with a principal place of business of 2045 Nicholas Road, Dayton, Ohio 45417.
9. Defendant Bush dominated, controlled, directed, and approved the business activities and

sales conduct of Defendant HTCA at the time of the violations set forth in this Complaint and caused, personally participated in, or ratified the acts and practices of HTCA, as described in this Complaint.

10. In August 2024, the Ohio Secretary of State issued a cancellation notice certifying that the HTCA business was canceled due to a failure to maintain a statutory agent.
11. Defendants were, at all times relevant to this action, engaged in the business of soliciting, offering for sale, and selling grave markers to consumers, as well as installing such grave markers.
12. Defendants are “supplier[s]” 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 or soliciting “consumer transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

13. Defendants solicited individuals to purchase headstones, tombstones, and other grave markers, and they represented that they would also provide the service of installing the grave markers.
14. Defendant Bush personally met with individuals, including at Greencastle Cemetery, to enter into contracts for the purchase of customized grave markers and related products and services.
15. Defendants accepted large, upfront payments from individuals for the purchase of customized grave markers and related products and services.
16. Defendants represented to consumers that delivery and installation of their customized

grave markers would take an extended period of time, usually around several months.

17. Even after several months had passed, Defendants failed to deliver and install the customized grave markers.
18. When consumers inquired about the status of the customized grave markers they had ordered but had not yet received, Defendant Bush would give them excuses for the delay and would assure consumers that their customized grave marker would be finished and installed shortly. Despite these assurances, Defendants still failed to deliver the customized grave markers that consumers ordered.
19. Consumers who did not receive their customized grave markers requested refunds from Defendants.
20. Defendants failed to refund consumers' payments despite consumers' requests for refunds.

CAUSE OF ACTION

Violation of the CSPA – Failure to Deliver

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
22. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide refunds.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names, the names Greencastle Cemetery,

Affordable Monuments LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate 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 provisions alleged to have been violated herein.

- B. DECLARE, pursuant to R.C. 1345.07(A)(1), 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.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of Defendants.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers 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.
- F. GRANT Plaintiff its costs 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.
- H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Emily G. Dietz (0104729)
Counsel for Plaintiff, State of Ohio
Assistant Attorneys General
Consumer Protection Section
Office of the Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-3999
Tracy.Dickens@OhioAGO.gov
Emily.Dietz@OhioAGO.gov