



transactions, either directly or indirectly, by soliciting or selling goods or services to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

4. Defendants, as described below, engaged in “consumer transactions” by offering for sale, selling home improvement and repair services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
5. The actions of the Defendants, hereinafter described, have occurred in the State of Ohio, Franklin County, and other counties in Ohio
6. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1) and (2) in that the Defendants reside in and maintain a principal place of business in Franklin County, and pursuant to Ohio Civ. R. 3(B)(6), in that some of the transactions complained of herein, and out of which the claims for relief arose, occurred in Franklin County.

#### **STATEMENT OF FACTS**

8. Defendant, Quality 1<sup>st</sup> Home Improvements LLC (“Quality 1<sup>st</sup>”) is a domestic limited liability company located at 5046 Demorest Dr., Grove City, OH 43123, Franklin County.
9. Defendant Tony Logan (“Logan”) is a natural person whose address is 5046 Demorest Dr., Grove City, OH 43123. Defendant Logan has an ownership interest in and operates Defendant Quality 1<sup>st</sup> and dominated, controlled, and directed the business activities and sales conduct of Defendant Quality 1<sup>st</sup>, and exercised the authority to establish, implement or alter the policies of Defendant Quality 1<sup>st</sup>, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.

10. Defendants were, at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement and repair services to consumers in the Franklin and other Ohio counties.
11. Defendants solicited, offered, and sold home improvement and repair services by going to consumers' residences.
12. At the time of the transaction, Defendants failed to inform and provide consumers with a notice of their three day right to cancel and written form by which to cancel the transaction.
13. Defendants entered into transactions with consumers for a variety of home improvement and repair services, including basement remodeling. Defendants routinely requested and accepted payments in advance of the delivery of the home improvement and repair services.
14. Defendants made false and misleading statements to consumers regarding their ability or willingness to complete home improvement and repair services, within specified timeframes.
15. Defendants failed to deliver home improvement and repair services in a workmanlike manner.
16. Defendants made false and misleading representations as to the timeframes of completion of services.
17. Defendants accepted payments in advance from some consumers for home improvements and repair services and started the work but failed to return to complete the work and for which the consumers paid.
18. After Defendants failed to provide the goods or services for which consumers contracted and paid in advance, consumers requested refunds from Defendants. After promising to do so, Defendants failed to provide the requested refunds, or complete the work, and failed to respond to consumer inquiries.

**PLAINTIFF'S FIRST CAUSE OF ACTION:**  
**VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**

**COUNT I**  
**FAILURE TO DELIVER**

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
20. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for goods or services, failing to make full delivery of the promised services, and failing to provide a refund.

**COUNT II**  
**SHODDY AND UNWORKMANLIKE SERVICES**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
22. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(2)(5) by performing shoddy, substandard and unworkmanlike services in connection with consumer transactions and then failing to correct such work.
23. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C.

**COUNT III**  
**REPAIRS AND SERVICES VIOLATION**

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.

25. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Repairs and Services Rule, O.A.C. 109:4-3-05(A)(1), by failing to provide consumers with a written form indicating the anticipated completion date.

**SECOND CAUSE OF ACTION**  
**VIOLATION OF THE HOME SOLICITATION SALES ACT**

**COUNT I**  
**FAILURE TO PROVIDE NOTICE OF THREE DAY RIGHT OF RESCISSION**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.

27. Defendants violated the Home Solicitation Sales Act, R.C. 1345.23 and R.C. 1345.02(A), by failing to provide notice to consumers of their right to cancel their contract by a specific date and failing to provide a written form by which to cancel contract.

28. Such acts or practices 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.

**PRAYER FOR RELIEF**

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

- A. DECLARE 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 prohibiting Defendants, doing business under any names identified herein or any other name(s), their agents, partners, servants, representatives, salespersons, employees, successors and assigns and all persons acting in concert and participation with them directly or indirectly, through any corporate device, partnership or

association, in connection with any consumer transaction, from committing any unfair, deceptive or unconscionable act or practice which violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq. including, but not limited to, violations of the specific statutes and rules alleged to have been violated herein.

- C. ORDER Defendants to pay restitution to all consumers injured by the Defendants' unfair, deceptive acts and practices as set forth in the Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) 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 a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

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