

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

STATE OF OHIO, *ex rel.* )  
 MICHAEL DeWINE )  
 Attorney General of Ohio )  
 Cleveland Regional Office )  
 615 W. Superior Ave., 11<sup>th</sup> Floor )  
 Cleveland, OH 44113-1899 )  
 )  
 Plaintiff, )  
 )  
 -vs- )  
 )  
 Dean Jones, dba )  
 Premier Contractor Services )  
 23427 Center Ridge Road )  
 Westlake, OH 44145 )  
 )  
 Defendants )

CASE NO. \_\_\_\_\_  
 JUDGE: \_\_\_\_\_

**COMPLAINT AND REQUEST  
 FOR INJUNCTIVE AND  
 DECLARATORY RELIEF,  
 CONSUMER RESTITUTION  
 AND CIVIL PENALTIES**

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, 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 Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. The actions of Defendant Dean Jones, dba Premier Contractor Services (“Defendant”) have occurred in the State of Ohio and in Summit County as well as other counties within the State of Ohio as set forth below, and are in violation of the Consumer Sales Practices

Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.

3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.05 of the Consumer Sales Practices Act.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of herein and out of which this action arises, occurred within Summit County, Ohio.

**DEFENDANT**

5. Plaintiff incorporates, by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through four (1-4) of this Complaint.
6. Defendant Dean Jones is a natural person whose last known address is 23427 Center Ridge Road, Westlake, OH 44145.
7. Defendant Dean Jones is the owner of a home improvement company known as Premier Contractor Services, a business never registered with the Ohio Secretary of State.
8. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant at all times relevant herein, engaged in the business of effecting “consumer transactions” which were primarily personal, family or household, by soliciting and performing the service of home improvement repair and remodel work for “individuals” within Summit and other Counties in the State of Ohio, within the meaning specified in R.C. 1345.01(A) and 1345.01(D).

9. Defendant, as described below, was at all relevant times hereto a “seller” engaged in the business of selling home improvements to “buyers” for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(E).

### **STATEMENT OF FACTS**

10. Plaintiff incorporates, by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through nine (1-9) of this Complaint.
11. At all times relevant to this action, Defendant solicited consumers for home improvement services at the residences of buyers in Summit and other Counties within the State of Ohio.
12. Defendant accepted payment for home improvement services, but failed to provide and complete the contracted work or timely refund the consumers.
13. Defendant received many payments by way of insurance claims filed on behalf of the consumers, taking the claim checks as the initial payment for the home improvement project which Defendant then failed to complete, and Defendant failed to refund said payments to the consumers.
14. Defendant did not notify consumers of their cancellation rights nor provide consumers with the appropriate notice of cancellation.
15. Defendant’s failure to perform the contracted home improvement services in a proper manner has resulted in harm to consumers and in some cases required the consumers to incur additional expenses to have Defendant’s contracted work completed.

16. Plaintiff incorporates, by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through fifteen (1-15) of this Complaint.
17. Defendant has committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02 and O.A.C. 109:4-3-09, by selling home improvement and repair services to consumers, receiving payment for these services and then failing to deliver the contracted services or to refund the insurance payments to consumers within eight weeks.

**COUNT TWO - VIOLATION OF DEPOSITS RULE**

18. Plaintiff incorporates, by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through seventeen (1-17) of this Complaint.
19. Defendant has committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02 and O.A.C. 109:4-3-07, by having accepted payments from consumers for home improvement contracts without providing the consumers a dated written receipt describing the services to be performed, the price and the amount of the deposit and whether the deposit was refundable and under what conditions.

**COUNT THREE -VIOLATIONS OF HOME SOLICITATION SALES ACT**

20. Plaintiff incorporates, by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through nineteen (1-19) of this Complaint.

21. Defendant violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
22. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests this Court:

- A. **DECLARE** that each act or practice complained of herein violates the CSPA in the manner set forth in the Complaint.
- B. **ISSUE** a permanent injunction enjoining Defendant, under this or any other names, his agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendant directly or indirectly, through any corporate device, partnership or other association, under these or any other names, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the HSSA, R.C. 1345.21 *et seq.*;
- C. **ORDER** that all contracts entered into between Defendant and Ohio consumers by unfair or deceptive acts or practices be rescinded with full restitution to the consumers;

D. **IMPOSE** upon Defendant civil penalties in the amount of Twenty-Five  
Thousand Dollars (\$25,000.00) for each appropriate violation of the  
Consumer Sales Practices Act pursuant to R.C. 1345.07(D);

E. **GRANT** Plaintiff his costs in bringing this action;

F. **ORDER** Defendant to pay all court costs;

G. **GRANT** such further relief as justice and equity may require.

Respectfully submitted,

**MICHAEL DeWINE**  
OHIO ATTORNEY GENERAL

/s/ Rebecca F. Schlag

**REBECCA F. SCHLAG (0061897)**

Senior Assistant Attorney General

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