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COMMON PLEAS DIVISION

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TRACY WINKLER
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 466865**

OHIO ATTORNEY GENERAL

A 1600180

vs.

COLUMBIA EXTERIORS LLC

**FILING TYPE: INITIAL FILING (IN COUNTY) WITH NO JURY
DEMAND**

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EPR200

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

STATE OF OHIO ex rel. ATTORNEY	:	
GENERAL MICHAEL DeWINE	:	
441 Vine Street, 1600 Carew Tower	:	Case No.
Cincinnati, Ohio 45202	:	
	:	
Plaintiff,	:	
v.	:	
	:	
COLUMBIA EXTERIORS, LLC	:	
4723 Red Bank Rd.	:	Judge
Cincinnati, OH 45227	:	
	:	
and	:	
	:	
CHRISTOPHER CRAFT	:	<u>COMPLAINT FOR DECLARATORY</u>
4723 Red Bank Rd.	:	<u>JUDGMENT, INJUNCTIVE RELIEF,</u>
Cincinnati, OH 45227	:	<u>RESTITUTION AND CIVIL</u>
	:	<u>PENALTIES</u>
	:	
and	:	
	:	
DAVID ISGRIG	:	
3726 Drakewood Dr.	:	
Cincinnati, OH 45209	:	
	:	
	:	
Defendants.	:	
	:	

JURISDICTION AND PARTIES

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 R.C. 1345.01 *et seq.*
2. Defendants, doing business as Columbia Exteriors and Columbia Kitchen and Bath, have a principal place of business at business at 4723 Red Bank Road, Cincinnati, Ohio 45227.

3. The actions of Defendants, hereinafter described, have occurred in multiple counties in the State of Ohio, including Hamilton County, and as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *et seq.* and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*
4. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers for home improvement services and products for a fee, within the meaning of R.C. 1345.01(A).
5. Defendants, as described below, were at all relevant times hereto “sellers” engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to “buyers” at the buyers’ personal residences in the State of Ohio, Hamilton County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
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)(3) and (6).

STATEMENTS OF FACTS

8. Defendant Columbia Exteriors LLC has a principal place of business at 4723 Red Bank Road, Cincinnati, Ohio 45227.
9. Defendant Christopher is an owner of Columbia Exteriors LLC, Columbia Exteriors and Columbia Kitchen and Bath.
10. Defendant David Isgrig is an owner of Columbia Exteriors LLC, Columbia Exteriors and Columbia Kitchen and Bath.

11. Defendants Craft and Isgrig controlled and directed the business activities and sales conduct of Columbia Exteriors LLC, Columbia Exteriors, and Columbia Kitchen and Bath, causing, personally participating in, or ratifying the acts and practices of Columbia Exteriors LLC, Columbia Exteriors and Columbia Kitchen and Bath as described in the Complaint.
12. Defendants solicited consumers and accepted payments for home improvement goods and services within multiple counties in Ohio, including Hamilton County.
13. Defendants initiated contact with consumers by making phone calls to the consumers.
14. Defendants solicited and sold home improvement goods and services at the residences of buyers.
15. Defendants did not notify consumers of their cancellation rights.
16. Defendants did not provide consumers with a notice of cancellation.
17. Consumers attempted to cancel their contracts with the Defendants.
18. The Defendants refused to honor consumers' cancellation requests.
19. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
20. Defendants performed substandard, shoddy, and incomplete work and have failed to fix or complete the substandard, shoddy, and incomplete work.
21. Defendants offered a lifetime warranty on both parts and workmanship.
22. Defendants failed to honor their warranty after consumers complained to them.
23. Defendants' failure to perform contracted services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the

Defendants' work corrected and/or to complete the work Defendants were supposed to do.

24. Defendants continued to accept money from consumers while knowing, or having reasonable belief, that the Defendants did not possess the ability or means to provide the products and services that consumers had purchased.

COUNT I - FAILURE TO DELIVER

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
26. Defendants committed unfair or deceptive acts and 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 or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer 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 – PERFORMING SUBSTANDARD / SHODDY WORK

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
28. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard, shoddy, and incomplete work and then failing to correct such work.

29. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT III – FAILURE TO HONOR WARRANTY

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

31. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(B)(10) of the CSPA, by falsely representing that a consumer transaction involved a warranty.

32. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT IV – VIOLATIONS OF THE HOME SOLICITATION SALES ACT

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

34. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23, 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.

35. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23(D)(4), by refusing to honor a valid notice of cancellation by a buyer.

36. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

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 and the HSSA in the manner set forth in the complaint.
- B. ISSUE a Permanent Injunction enjoining the Defendants, their agents, servants, 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 the HSSA, R.C. 1345.21 *et seq.*
- C. ORDER Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA, described herein pursuant to R.C. 1345.07(D).
- E. ORDER that all contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices and in violation of the HSSA be rescinded with full restitution to the consumers.
- F. PROHIBIT Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state as a Supplier until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- G. GRANT Plaintiff its costs incurred in bringing this action.
- H. ORDER Defendants to pay all court costs associated with this matter.

I. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

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