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IN THE COURT OF COMMON PLEAS  
ASHLAND COUNTY, OHIO

STATE OF OHIO, ex rel. )  
MICHAEL DEWINE )  
Ohio Attorney General )  
Cleveland Regional Office )  
615 W. Superior Avenue, 11<sup>th</sup> Floor )  
Cleveland, Ohio 44113-1899 )

Plaintiff,

-vs-

GLOBAL HOMES SOLUTIONS, LLC )  
c/o A Workman Home Improvements, LLC )  
and Jeffrey Workman, Agent )  
1333 Township Road 608 )  
Nova, OH 44859 )

And

JEFFREY WORKMAN, INDIVIDUALLY )  
1333 Township Road 608 )  
Nova, OH 44859 )

Defendants )

CASE NO. 16-CIV-057

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 Defendants Global Home Solutions, LLC and Jeff Workman individually and as Agent for A Workman Home Improvements, LLC, hereinafter described, have occurred in Ashland County as well as other counties around the State of Ohio, and are in violation of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules O.A.C. 109:4-3-01 et seq.

3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.05 of the CSPA.

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that Defendants reside in and maintain their principal place of business in Ashland County and some of the transactions complained of herein, and out of which this action arises, occurred within Ashland County, Ohio.

### **DEFENDANTS**

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 Global Home Solutions, LLC is a limited liability company registered with the Ohio Secretary of State and reflecting the Agent/Registrant Information to be A. Workman Home Improvement, LLC, 1333 Township Road 608, Nova, OH 44859.

7. Defendant Jeffrey Workman is a natural person whose last known mailing address is 1333 Township Road 608, Nova, OH 44859.

8. At all times relevant to this action, Defendant Jeffrey Workman directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of

Global Home Solutions, LLC.

9. Defendants are “suppliers” 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 “consumer transactions” by providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

### **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, Defendants solicited consumers for home improvement goods and services in Ashland County, Ohio as well as other counties within the State of Ohio.

12. Defendants solicited and sold these home improvement goods and services at the residences of Ohio consumers.

13. Defendants accepted payments for home improvement contracts, failed to fully perform the contracted services, and failed to refund the payments made by those consumers.

14. After receiving payment, Defendants would sometimes commence the home improvement project, but then fail to complete the contracted work.

15. Defendants provided consumers with a document which reflected that the document was an estimate, when in reality the document served as the contract by which Defendants commenced with the home improvement services.

16. Defendants’ failure to perform contracted home improvement services in a proper manner has resulted in harm to consumers and required these consumers to incur additional

expenses to have Defendants' contracted work completed and/or corrected.

**COUNT I**  
**FAILURE TO DELIVER GOODS AND/OR SERVICES**  
**OR ISSUE REFUNDS**

17. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through sixteen (1-16) of this Complaint.

18. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and O.A.C. 109:4-3-09, by selling home improvement goods and services to consumers, receiving payments for these contracted services, and then failing to deliver the contracted services or to refund the monies paid within a reasonable time.

**COUNT II**  
**PERFORMING SUBSTANDARD/SHODDY WORK**

19. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through eighteen (1-18) of this Complaint.

20. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.

21. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT III**  
**VIOLATION OF THE DEPOSIT RULE**

22. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through twenty-one (1-21) of this Complaint.

23. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and the Deposit Rule, 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.

24. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **PRAYER FOR RELIEF**


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

- A. ISSUE** a declaratory judgment declaring 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 Defendants, under these or any other names, their agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the CSPA, R.C. 1345.01 et seq.;
- C. IMPOSE** upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA pursuant to R.C. 1345.07(D);
- D. ORDER** that all contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices in violation of the CSPA be rescinded with full restitution to the consumers;

- E. **GRANT** Plaintiff his costs in bringing this action;
- F. **ORDER** Defendants to pay all court costs;
- G. **GRANT** such further relief as justice and equity require.

Respectfully submitted,

**MICHAEL DeWINE**  
OHIO ATTORNEY GENERAL



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