

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)
OHIO ATTORNEY GENERAL)
MICHAEL DEWINE)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

CASE NO.

JUDGE:

Plaintiff,

v.

DIAMOND SET ROOFING)
& RESTORATION, LLC)
100 E. Campus View Boulevard)
Columbus, Ohio 43235)

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

and

DIAMOND MURPHY, individually)
1399 S. Wilson Avenue)
Columbus, Ohio 43203)

Defendants.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through Attorney General 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 Diamond Set Roofing & Restoration, LLC and Diamond Murphy, hereinafter described, have occurred in Franklin County, and as set forth below

are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3) in that Defendants reside in, have their principal place of business in, and the transactions complained of herein, and out of which this action arose occurred in Franklin County.

DEFENDANTS

5. Defendant Diamond Set Roofing & Restoration, LLC ("Diamond Set") is an Ohio Limited Liability Company with its principal place of business located at 100 E. Campus View Boulevard, Columbus, Ohio 43235.
6. Diamond Set has been registered with the Ohio Secretary of State since June 2014.
7. Defendant Diamond Murphy ("Murphy") is a natural person who resides at 1399 S. Avenue, Columbus, Ohio 43203.
8. At all times relevant herein, Murphy was the sole owner and operator of Diamond Set.
9. On information and belief, Defendant Murphy has also conducted business under the names Williams Roofing and Restoration, LLC and S.S.M. Architectural Group, LLC.
10. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C), as Diamond Set and Murphy engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).
11. At all times relevant herein, Defendants engaged in "home solicitation sales" as that term is defined in the HSSA, R.C. 1345.21(A), as Diamond Set and Murphy engaged in

personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

12. Defendants accepted payment from consumers for the purchase of home improvement goods and services, and failed to deliver some of those goods and services within eight weeks.
13. After accepting consumers' payments and failing to deliver the services, Defendants failed to refund consumers' payments or deposits.
14. On at least one occasion, Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
15. At the time of the transactions, Defendants failed to provide some consumers with proper notice of cancellation forms describing the consumers' right to cancel the transactions.

PLAINTIFF'S FIRST CAUSE OF ACTION:
VIOLATIONS OF THE CSPA

COUNT ONE
FAILURE TO DELIVER

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Fifteen (1-15) of this Complaint.
17. Defendants have committed unfair or deceptive acts or 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 and 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 goods or services of equal or greater value as a good faith substitute.

COUNT TWO
SHODDY AND SUBSTANDARD WORK

- 18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Fifteen (1-15) of this Complaint.
- 19. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work, and then failing to correct such work.
- 20. 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 pursuant to R.C. 1345.05(A)(3).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATIONS OF THE HSSA

COUNT ONE
FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RECISSION

- 21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Fifteen (1-15) of this Complaint.
- 22. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contract by a specific date.
- 23. 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 pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

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

- A. ISSUE A DECLARATORY JUDGMENT declaring that the acts and practices described herein violate the CSPA, its Substantive Rules, and the HSSA in the manner set forth in this Complaint.
- B. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants under these or any other names, and all persons acting on behalf of Defendants directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HSSA, R.C. 1345.02 et seq.
- C. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendants Diamond Set and Murphy from acting as "suppliers" as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until the final ordered restitution of this matter is satisfied in its entirety.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), jointly and severally, to pay restitution to all consumers who suffered injury due to Defendants' unlawful acts or practices.
- E. ASSESS, FINE AND IMPOSE upon Defendants Diamond Set and Murphy, jointly and severally, a civil penalty of up to Twenty-five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- F. GRANT the Ohio Attorney General his costs in bringing this action.
- 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,

MICHAEL DEWINE
Attorney General



HALLIE C. SAFERIN (0093467)
Assistant Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
Phone: (614) 466-9529
hallie.saferin@ohioattorneygeneral.gov

Counsel for Plaintiff