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2017 07 1677

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS

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

Plaintiff,

v.

CHRISTOPHER D. CRAFT
individually and dba
NEW CENTURY
REMODELING, LLC
7509 Mourning Dove Circle
Apartment 201
Reunion, FL 34747

Defendant.

Case No:

Judge:

COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF

Filed Butler Co.
Court of Common Pleas

JUL 20 2017

Mary L. Swain
Clerk of Courts

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, 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. The actions of Christopher Dr. Craft dba New Century Remodeling, LLC. ("Defendant"), hereinafter described, have occurred in Butler County and other counties in the State of Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C.1345.01, et seq.

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- 3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
- 4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(2) and (3).

DEFENDANT

- 5. Defendant is a natural person whose last known address is 7509 Mourning Dove Circle, Apartment 201, Reunion, FL 34747.
- 6. The principle place of business for New Century Remodeling, LLC. was 966 Old State Route 74, Batavia, Ohio 45103.
- 7. New Century Remodeling, LLC. was registered as a Limited Liability Company with the Ohio Secretary of State. The company was dissolved in December of 2015.
- 8. Defendant was a "supplier," as that term is defined in R.C. 1345.01(C), as he 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).

STATEMENT OF FACTS

- 9. Defendant at all times pertinent hereto controlled and directed the business activities and sales conduct of New Century Remodeling, LLC., causing, personally participating in, or ratifying the acts and practices of New Century Remodeling, LLC., including the conduct giving rise to the violations described herein.
- 10. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services within eight weeks.

11. Defendant has refused to refund consumers' deposits or payments despite consumers' requests for refunds.

12. After receiving payment, Defendant did not start or complete the work contracted for.

COUNT I- FAILURE TO DELIVER

13. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-12 of this Complaint.

14. Defendant 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 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- UNSATISFIED JUDGMENT

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-14 of this Complaint.

16. Defendant has committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments and legal obligations arising out of previous consumer transactions.

17. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

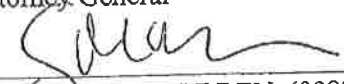
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA and its Substantive Rules in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendant, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from soliciting consumers either directly or indirectly to enter into contracts for home improvement goods and services for a fee or any other injunctive relief as the court deems to be just, equitable, and appropriate.
- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendant a civil penalty of \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs incurred in bringing this action.
- F. ORDER Defendant to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

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Respectfully submitted,

MICHAEL DEWINE
Attorney General



 JENNIFER L. MILDREN (0087564)

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