

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

STATE OF OHIO ex rel.)	
OHIO ATTORNEY GENERAL)	CASE NO.
MICHAEL DEWINE)	
30 E. Broad Street, 14th Floor)	JUDGE
Columbus, Ohio 43215)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT AND REQUEST FOR
)	DECLARATORY JUDGMENT,
STEVEN M. DEMATTEO, individually and)	INJUNCTIVE RELIEF, CONSUMER
d/b/a DEMATTEO STUCCO)	DAMAGES, AND CIVIL PENALTIES
1981 Torchwood Dr.)	
Columbus, Ohio 43229)	
)	
Defendant.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel 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 the Attorney General by R.C. 1345.07.

2. The actions of Defendant have occurred in Ohio, including in Franklin County and, as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq.

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)(1) and 3(B)(3), in that Franklin County is where Defendant resides and where Defendant conducted some of the transactions complained of herein.

DEFENDANT

5. Defendant Steven M. DeMatteo (“DeMatteo”) is a natural person who, upon information and belief, resides at 1981 Torchwood Drive, Columbus, Ohio 43229.
6. Defendant DeMatteo conducted some of his business using the unregistered fictitious business name DeMatteo Stucco.
7. Defendant is also purported to have conducted business using the names DeMatteo Stucco and Stone and DeMatteo Stucco and Paint.
8. Defendant at all times relevant to this action was engaged in the business of soliciting, offering for sale, or selling home improvement goods and services to consumers in Franklin County and in other counties in the state of Ohio.
9. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods or services for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

10. On March 13, 2012, the Attorney General filed a lawsuit against DeMatteo alleging that he had violated the CSPA in connection with his provision of home improvement work. Franklin County Case No. 12-CV-003266.

11. In that previous lawsuit, the Court granted a default judgment against DeMatteo, and on September 7, 2012, the Court entered an Entry and Order Assessing Damages and Civil Penalties Against Defendant. Id. DeMatteo was ordered to pay \$7,260 in consumer damages and a \$25,000 civil penalty. Id. DeMatteo was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed to the State of Ohio.
12. To date, DeMatteo has not paid any of the consumer damages or civil penalties awarded by the judgment in Case No. 12-CV-003266.
13. In the time since the 2012 default judgment, Defendant DeMatteo has continued soliciting Ohio consumers to provide a variety of home improvement repairs and services, including painting, stucco repair, and concrete work.
14. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods or services.
15. After receiving deposits, Defendant failed to deliver the home improvement goods or services that were promised to consumers.
16. Consumers who did not receive their goods or services requested refunds from Defendant.
17. Defendant failed to provide requested refunds to consumers for whom he did not deliver the promised goods or services.
18. Home improvement repairs or services that were provided or attempted by Defendant were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Failure to Deliver

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
20. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.

Count II – Shoddy Workmanship

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
22. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs and services in an incomplete, shoddy, substandard, or unworkmanlike manner.
23. 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).

Count III – Soliciting Work While Having an Unpaid Judgment

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
25. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by soliciting consumers for home improvement repairs and services while having an unpaid judgment arising from previous consumer transactions.

26. 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 PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendant DeMatteo, doing business under his own name, under the names DeMatteo Stucco, DeMatteo Stucco and Stone, and DeMatteo Stucco and Paint, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- B. **DECLARE** that each act or practice complained of herein violates the CSPA and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in this Complaint.
- C. **ORDER** Defendant, pursuant to R.C. 1345.07(B), to pay actual damages, including non-economic damages, to all consumers injured by the conduct of Defendant.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendant a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **GRANT** Plaintiff its costs in bringing this action.
- F. **ISSUE A PERMANENT INJUNCTION** prohibiting Defendant from engaging in business as a supplier in any consumer transactions with Ohio consumers.
- G. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

H. **ORDER** Defendant to pay all court costs.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Tracy Morrison Dickens
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