

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

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

CASE NO.:

JUDGE:

Plaintiff,

v.

**Complaint and Request for  
Declaratory Judgment,  
Injunctive Relief, Consumer Damages  
and Civil Penalties**

ANTHONY RYAN, individually and )  
d/b/a as Ryan Roofing & )  
Home Improvements, Ltd. )  
422 Fenway Road )  
Columbus, OH 43214 )

and )

RYAN ROOFING & HOME )  
IMPROVEMENTS, LTD. )  
422 Fenway Road )  
Columbus, OH 43214 )

Defendants. )

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, 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 described below of Defendant Ryan Roofing & Home Improvements Ltd., and Defendant Anthony Ryan individually, and doing business as Ryan Roofing & Home Improvements Ltd., occurred in the State of Ohio, including in Franklin County, and 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., 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 R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1)-3(C)(3), in that Franklin County is where Defendant Anthony Ryan resides, where the Defendants’ principal place of business was located, and where the Defendants conducted some of the activity that gave rise to the claim for relief.

**DEFENDANTS**

5. Defendant Anthony Ryan (“Ryan”) is a natural person who residing at 422 Fenway Rd, Columbus, OH 43214.
6. Defendant Ryan did business as Defendant Ryan Roofing & Home Improvements, Ltd. (“Ryan Roofing”).
7. Defendant Ryan Roofing has represented that its place of business was Defendant Ryan’s address at 422 Fenway Rd, Columbus, OH 43214.
8. At all times relevant to this action, Defendant Ryan Roofing was an Ohio limited liability company registered with the Ohio Secretary of State.
9. Upon information and belief, Defendant Ryan directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Ryan Roofing, as described in this Complaint.
10. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling roof repairs and/or new installs, and related goods and services to consumers.

11. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, Defendants engaged in the business of effecting “consumer transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
12. Defendants are “sellers” engaging in “home solicitation sales” of “consumer goods or services” as those terms are defined in the HSSA, R.C. 1345.21(A), (C) and (E), because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

**STATEMENT OF FACTS**

13. Defendants are, and were at all times relevant here in, engaged in the business of soliciting and selling roof repairs or installations and related goods and services to consumers, typically at their residences.
14. Defendants do not have a retail business establishment with a fixed permanent location where goods are exhibited, or services are offered for sale on a continuing basis.
15. Defendants accepted money from consumers for the purchase of roof repairs and/or installations, and related goods and services.
16. In instances where Defendants engaged in home solicitation sales at consumers’ residences, they failed to provide proper documentation putting consumers on notice of their right to cancel and failed to provide consumers with notices of cancellation forms describing the consumers’ rights to cancel the transactions.

17. In some instances, after accepting money from consumers, Defendants failed to deliver contracted for roof repairs and/or installations, and related goods and services the consumers paid for.
18. Consumers who did not receive the contracted roof repairs and/or installations, and related goods and services requested refunds from Defendants.
19. Defendants failed to provide refunds to consumers for whom they did not deliver the contracted roof repairs and/or installations, and related goods and services.
20. Defendants permitted more than eight weeks to elapse without delivering the promised roofing services or installs nor related goods or services or making a full refund.
21. Defendants' failure to perform contracted home improvement and home construction services in a proper manner has resulted in harm to consumers.

**FIRST CAUSE OF ACTION: VIOLATION OF THE CSPA**

**Failure to Deliver**

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
23. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), 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 within eight weeks, failing to provide full refunds, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar services of equal or greater value as a good faith substitute.

**SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA**

**Failure to Provide Proper Notice of the Three-Day Right of Rescission**

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to provide proper notices to consumers of their rights to cancel their transactions by a specific date.
26. The acts or practices described above 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 requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, their agents, 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 or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-

3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.

- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. ASSESS, FINE, AND IMPOSE upon Defendants 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 including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transaction in Ohio until such time as Defendant has satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.  
ORDER Defendants to pay all court costs.

1. Respectfully submitted,

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/s/ Jaime L. Agnew  
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