

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

STATE OF OHIO, ex rel.)
MICHAEL DEWINE)
Attorney General of Ohio)
30 East Broad Street, 14th Floor)
Columbus, Ohio 43215)

PLAINTIFF,)

v.)

ROGER CONRAD JR.)
d/b/a C&R CONCRETE)
755 Pump Station Road)
Sugar Grove, OH 43155)

DEFENDANT.)

CASE NO. 13CV 038

JUDGE JUDGE R BERENS

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

FILED
13 JAN 11 PM 1:54
DEBORAH SHALLEY
CLERK OF COURTS
FAIRFIELD CO. OHIO

JURISDICTION

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 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. 1345.07.
2. The actions of Defendant, Roger Conrad Jr., d/b/a C&R Concrete (hereinafter Defendant), as described below, have occurred in Fairfield County and, as set forth below, are in violation of the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq. and Substantive Rules OAC 109:4-3-01 et seq.
3. Defendant, as described below, is a "supplier" as that term is defined in R.C. 1345.01(C), as the Defendant was, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling custom concrete installation and related services to individuals in Ohio, including Fairfield County, for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).

4. Defendant, as described below, engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A), as the Defendant was, at all times relevant herein, engaged in personal solicitations at the residence of the buyer, including solicitations in response to or following an invitation by the buyer.
5. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
6. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(2), in that Fairfield County is the location in which the Defendant had his principal place of business.

THE DEFENDANT

7. Defendant, Roger Conrad Jr. is an individual who is last known to operate his business at 755 Pump Station Road, Sugar Grove, OH 43155.
8. Defendant failed to register Defendant C&R Concrete with the Ohio Secretary of State.
9. Defendant directed, supervised, approved, formulated, authorized, ratified, benefited from and/or otherwise participated in the day to day activities of the business entity known as C&R Concrete.
10. Defendant operated, dominated, controlled, and directed the business activities of C&R Concrete, causing, personally participating in, and/or ratifying the acts and practices of C&R Concrete as described in this Complaint.

STATEMENT OF FACTS

11. Defendant is now, and has been at all times relevant to this action, engaged in the selling of consumer goods or services, specifically the installation of custom concrete on the exteriors of consumers’ residential properties, to consumers in the state of Ohio
12. Defendant entered into and executed contracts to provide these home improvement goods and services.

13. At the time of the transactions, Defendant met at the consumers' homes to provide an estimate for the repairs or services needed in consumers' residential homes.
14. At the time of the transactions, or prior to any work being completed, Defendant failed to provide consumers with a written form which included language explaining the consumer's right to a written estimate.
15. At the time of the transactions, or prior to any work being completed, Defendant failed to provide consumers with a written form that indicated the reasonably anticipated completion date.
16. At the time of the transaction, or prior to any work being completed, Defendant failed to provide consumers with a list of the parts or materials, the amount charged for labor, and the identity of individuals performing the repair or service.
17. At the time of the transaction, or prior to any work being completed, Defendant failed to provide consumers with proper notice of a three day right of rescission.
18. When the Defendant performed work for consumers, the work was performed in an incomplete, shoddy, or unworkmanlike manner.

PLAINTIFF'S FIRST CAUSE OF ACTION:
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT ONE
PERFORMING WORK IN A SHODDY OR UNWORKMANLIKE MANNER

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 committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) by performing home repair or improvement services in an incomplete, shoddy, or unworkmanlike manner.
21. The acts and practices described in the paragraph above have been previously determined by Ohio Courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.

Defendant committed said violations after such decisions were available for public inspection.

COUNT TWO
FAILURE TO REGISTER WITH OHIO SECRETARY OF STATE

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs one through eighteen (1-18) of this Complaint.
23. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) by failing to register C&R Concrete as a trade name with the Ohio Secretary of State as required by R.C. 1703.03.
24. The acts and practices described in the paragraphs above have been previously determined by Ohio Courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection.

COUNT THREE
FAILURE TO PROVIDE ESTIMATE CHOICE LANGUAGE

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs one through eighteen (1-18) of this Complaint.
26. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(A) by failing to provide the consumer with a written estimate choice language form at the time of the initial face to face contact or prior to the commencement of any repair or service, and by failing to provide the consumer with a form that indicated the reasonably anticipated completion date.
27. The acts and practices described in the paragraphs above have been previously determined by Ohio Courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection.

COUNT FOUR
FAILURE TO PROVIDE ITEMIZED LIST OF REPAIRS AND SERVICES

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs one through eighteen (1-18) of this Complaint.
29. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(12) by failing to provide the Consumer with a written itemized list of repairs performed or services rendered, including a list of parts or materials, the amount charged for labor, and the identity of the individual performing the repair or service.
30. The acts and practices described in the paragraphs above have been previously determined by Ohio Courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection.

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATIONS OF THE HOME SOLICITATION SALES ACT

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

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs one through eighteen (1-18) of this Complaint.
32. Defendant has violated the Home Solicitation Sales Act, R.C. 1345.23, by failing to give proper notice to consumers of their right to cancel their contract by a specific date.
33. The acts and practices described in the paragraphs above have been previously determined by Ohio Courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests this Court to:

- A. ISSUE a permanent injunction enjoining Defendant, his agents, servants, representatives, salesmen, employees, successors, or assigns, and all persons acting in concert and participation with him from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq., and the substantive rules of the Ohio Administrative Code.
- B. ISSUE a declaratory judgment declaring that each act or practice described in Plaintiff's Complaint violates the Consumer Sales Practices Act, as set forth herein.
- C. ASSESS, FINE, AND IMPOSE upon Defendant, a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) for each appropriate violation described herein, pursuant to R.C. 1345.07(D).
- D. AWARD a monetary judgment against Defendant in an amount sufficient to reimburse all consumers found to have been damaged by the Defendant's unfair and deceptive acts and practices.
- E. ISSUE an Injunction prohibiting Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- F. GRANT the Ohio Attorney General his costs in bringing this action.
- 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/ Kate E. Christobek

KATE E. CHRISTOBEK (0088746)

Assistant Attorney General

Consumer Protection Section

30 East Broad Street, 14th Floor

Columbus, OH 43215

614-466-3493 (phone)

877-629-2622 (fax)

Kate.Christobek@ohioattorneygeneral.gov

Counsel for Plaintiff