

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

STATE OF OHIO, ex rel.)
DAVE YOST)
ATTORNEY GENERAL OF OHIO)
615 W. Superior Ave. 11th Floor)
Cleveland, Ohio 44113)
)
Plaintiff,)
)
v.)
)
RITE ON ROOFING AND SIDING LLC)
c/o Statutory Agent)
Northwest Registered Agent Service, Inc.)
6545 Market Ave. North, Ste 100)
North Canton, Ohio 44721)
)
and)
)
MICHAEL WINDLE)
5309 Amsden Ave.)
Toledo, Ohio 43613-2632)
)
Defendants.)
)

CASE NO. G-4801-CI-0202301547-000
JUDGE Judge Lindsay D. Navarre

**COMPLAINT FOR DECLARATORY
JUDGEMENT, INJUNCTIVE RELIEF,
RESTITUTION, CIVIL PENALTIES,
AND OTHER APPROPRIATE RELIEF**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, 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 him by the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*

2. The actions of Defendants, Rite-On Roofing and Siding LLC and Michael Windle (“Defendants”), have occurred in the State of Ohio and in Lucas County and are in violation of the CSPA, R.C. 1345.01 *et seq.*
3. This Court has jurisdiction over the subject matter of this action 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)(3), in that Defendant conducted activity in Lucas County that gives rise to the claims for relief.

DEFENDANTS

5. Defendant Rite-On Roofing and Siding LLC (“Rite-On”) is a domestic limited liability company registered in Ohio with its principal place of business in Lucas County.
6. Defendant Michael Windle (“Windle”) is an adult person and the sole member and owner of Rite-On. Defendant Windle’s last known address is 5309 Amsden Avenue Toledo, Ohio 43613.
7. At all times relevant herein, Defendant Windle dominated, controlled and directed the business activities and sales conduct of Rite-On and exercised the authority to establish, implement or alter the policies of Rite-On, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
8. Defendants are “supplier[s]” as that term is defined in R.C. 1345.01(C), as Defendants were, at all times relevant hereto, engaged in the business of effecting “consumer transactions,” either directly or indirectly, by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

STATEMENT OF FACTS

9. Defendants solicited individual consumers to enter into consumer transactions involving roofing and siding repair and replacement.
10. On multiple occasions in 2021 and 2022, Defendants accepted deposits from Ohio consumers for roofing and siding repair and replacement.
11. Defendants represented to consumers that they would provide the ordered goods and services, including roofing and siding repairs and replacement, within an estimated time and then failed to provide such goods and services in the time promised.
12. On multiple occasions, Defendants failed to provide any goods or services at all.
13. Defendants failed to refund consumers' deposits or payments despite consumers' requests for refunds.

PLAINTIFF'S CAUSE OF ACTION: VIOLATION OF THE CSPA

FAILURE TO DELIVER

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
15. Defendants 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 advertising or promising prompt delivery of goods or services and failing to take reasonable actions to insure prompt delivery, and by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, 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 goods or services of equal or greater value as a good faith substitute.

16. 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 made 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, R.C. 1345.01 *et seq.*, and its Substantive Rules in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the 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 and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules.
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).

- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

DAVE YOST
OHIO ATTORNEY GENERAL

/s Michael R. Sliwinski

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