

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

STATE OF OHIO ex rel.	)	CASE NO.
OHIO ATTORNEY GENERAL	)	
MICHAEL DEWINE	)	JUDGE
30 East Broad Street, 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	<b><u>COMPLAINT AND REQUEST</u></b>
PLAINTIFF,	)	<b><u>FOR DECLARATORY JUDGMENT,</u></b>
	)	<b><u>INJUNCTIVE RELIEF,</u></b>
v.	)	<b><u>CONSUMER DAMAGES, AND</u></b>
	)	<b><u>AND CIVIL PENALTIES</u></b>
	)	
LARRY FOSTER	)	
837 Lohoff Ave.	)	
Evansville, IN 47710	)	
	)	
d/b/a	)	
WATER'S EDGE	)	
	)	
d/b/a	)	
D.C. WATER SOLUTION	)	
	)	
d/b/a	)	
NATURAL FLOW WATER SOLUTIONS	)	
	)	
d/b/a	)	
WATER PRO	)	
	)	
DEFENDANT.	)	

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**JURISDICTION AND VENUE**

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 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. 1345.07.

2. The actions of Defendant, hereinafter described, have occurred in Franklin County and other counties in the State of Ohio, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq. and its Substantive Rules, Ohio Administrative Code (“OAC”) 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)(2), in that Defendant has his principal place of business in Franklin County.
5. Defendant, as described below, is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant was, at all times relevant herein, engaged in the business of effecting “consumer transactions” as that term is defined in R.C. 1345.01(A) by soliciting and selling goods and services to individuals in Franklin County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

#### **STATEMENT OF FACTS**

6. Defendant Larry Foster is an individual doing business in Ohio as the following unregistered entities (together known as “The Entities”):
  - a. Water’s Edge, located at 100 East Campus View Boulevard, Suite 250, Columbus, Ohio 43235;
  - b. D.C. Water Solutions, located at 851 North Pearl Street, Columbus, Ohio 43215;
  - c. Natural Flow Water Solutions, located at 851 North Pearl Street, Columbus, Ohio 43215; and

- d. Water Pro, located at 9435 Waterstone Boulevard, Suite 140, Cincinnati, Ohio 45249.
7. Defendant maintains a residential address located at 837 Lohoff Avenue, Evansville, Indiana 47710.
  8. On information and belief, Defendant has, at all times relevant herein, possessed the authority to set policies and procedures for The Entities, has dominated, controlled, and directed the business activities and sales conduct of The Entities, and has committed, allowed, caused, directed, participated in, and/or ratified the unlawful acts and practices committed by The Entities.
  9. At all times relevant herein, Defendant was engaged in the business of soliciting, offering for sale, and/or selling water purification systems to Ohio consumers.
  10. Defendant entered into contracts with consumers for the purchase of water purification systems. [See, for example, State's Exhibit A].
  11. Defendant made numerous misrepresentations to consumers, including, but not limited to, statements regarding customer service, health benefits of the water purification systems, warranties, and refund policies.
  12. Defendant accepted payments in full for the purchase of water purification systems.
  13. In some cases, Defendant failed to deliver said water purification systems within eight weeks of the consumer paying for the water purification systems.
  14. In some cases, Defendant provided the water purification system but failed to install the systems.
  15. In some cases, Defendant installed the water purification system in a shoddy or substandard manner.

16. Defendant entered into contracts with consumers that contained full refund policies for returns within 30 or 90 days.
17. When consumers requested refunds of their water purification system, Defendant failed to provide refunds to the consumers.
18. In at least one case, Defendant provided a purported refund for returned items drawn on a checking instrument from Defendant's closed bank account.
19. Defendant's contract provided for a warranty on the water purification system. [See, for example, State's Exhibit B].
20. Defendant failed to honor said warranties.

**CAUSES OF ACTION**  
**VIOLATIONS OF THE CSPA**

**COUNT ONE**  
**UNFAIR AND DECEPTIVE ACTS OR PRACTICES**  
**MISREPRESENTATIONS**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
22. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(B)(1) by making misrepresentations that the water purification system had characteristics, uses, or benefits that it did not have.
23. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT TWO**  
**UNFAIR AND DECEPTIVE ACTS OR PRACTICES**

**FAILURE TO DELIVER GOODS**

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
25. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(A) and O.A.C. 109:4-3-09(A)(1) by accepting money from a consumer for goods or services and then permitting eight weeks to elapse without providing the goods and services or providing a refund.

**COUNT THREE**  
**UNFAIR AND DECEPTIVE ACTS OR PRACTICES**  
**FAILURE TO DELIVER REFUNDS**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.
27. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(A) by failing to provide refunds to consumers after consumers were owed refunds.
28. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT FOUR**  
**UNFAIR AND DECEPTIVE ACTS OR PRACTICES**  
**PROVIDING SHODDY AND UNWORKMANLIKE SERVICES**

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.

30. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(A) by performing installation services in a shoddy, substandard, and unworkmanlike manner.

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

**COUNT FIVE**  
**UNFAIR AND DECEPTIVE ACTS OR PRACTICES**  
**FAILURE TO HONOR WARRANTIES**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.

33. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(B)(10) by engaging in consumer transactions that included warranties and then failing to honor those warranties.

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

**COUNT SIX**  
**UNFAIR, DECEPTIVE, AND UNCONSCIONABLE ACTS OR PRACTICES**  
**WRITING REFUND CHECKS ON A CLOSED ACCOUNT**

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty (1-20) of this Complaint.

36. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(A) and R.C. 1345.03(A) by refusing to make a refund for a returned item.

37. Defendant committed unfair and deceptive acts or practices in connection with consumer transactions in violation of R.C. 1345.02(A) and 1345.03(A) by providing purported refunds for returned items drawn on checking instruments from a closed bank account.

**PRAYER FOR RELIEF**

1. **WHEREFORE**, Plaintiff respectfully prays that this Court:
2. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendant from engaging in any consumer transactions in the State of Ohio until such time as all judgments arising out of consumer transactions, including any judgment resulting from this action, are satisfied.
3. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendant, The Entities, their agents, servants, representatives, salespeople, employees, successors and assigns and all persons acting in concert or participating with them, directly or indirectly, 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.
4. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Plaintiff's Complaint violates the CSPA in the manner set forth in this Complaint.
5. ORDER Defendant liable for reimbursement to all consumers found to have been damaged by the Defendant's unfair, deceptive, and unconscionable acts and practices for the full amount of any damages pursuant to R.C. 1345.07(B).

6. ASSESS, FINE AND IMPOSE upon Defendant a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
7. ORDER, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, Defendant to maintain in his possession and control for a period of five (5) years all business records relating to Defendant's solicitation and sale of water purification systems and related services in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all records, should Defendant be permitted to continue to engage in consumer transactions in the state of Ohio.
8. GRANT the Ohio Attorney General his costs in bringing this action.
9. ORDER Defendant to pay all court costs
10. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Attorney General

/s/ Melissa S. Szozda

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Assistant Attorney General  
Consumer Protection Section  
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*Counsel for Plaintiff*



DC Water Solutions

INFO: #741671  
WATCHWATER  
PRODUCTS.COM  
→ MEDIA FILTRATION  
SYSTEM

# Water's Edge

851 North Pearl St.  
Columbus, OH 43215  
(614) 432-6005

→ DE → Gr. Flg.

FILTERSORB SP3  
NATURALLY  
ACTIVATED  
CARBON

BUYER'S NAME(S)	Eileen Moldev		D.O.B. (MMR)	
ADDRESS	7025 Gravy Place		D.O.B. (MMR)	
CITY	Huber Heights	STATE	OH	ZIP 45424
TELEPHONE	937-723-9316	CELL		# IN FAMILY
S.S. # (MR.)		S.S. # (MR.)	Eileen Moldev @ yahoo.com	

Water's Edge agrees to furnish material and labor to install the following equipment:

MODEL: 2 TANK R.O.: \_\_\_\_\_  
CITY SYSTEM

3 COPPER  
4 BASEMENT

SCHEDULED INSTALL TIME  A.M.  P.M. DIRECTIONS FROM CLOSET MAIN ROADS

DAY Plumber with CAH

DATE to set time & date

EQUIPMENT:	<u>PAID</u>	\$ <u>2790.00</u>	SPECIAL INSTRUCTIONS: EXPLAIN IN DETAIL <u>30 DAY IN FULL</u> <u>MONEY GUARANTEE</u> <u>NO QUESTIONS</u> <u>ASKED FROM DATE</u> <u>OF INSTALL</u>
TAXES:	<u>IF</u>	\$ <u>OWNER'S</u>	
INSTALLATION:	<u>Full</u>	\$ <u>BASE PRICE</u>	
TOTAL:	<u>Full</u>	\$ <u>2790.00</u>	
DOWN PAYMENT:	<u>CAH</u>	\$ _____	
BALANCE OF CASH PRICE:	<u>1231</u>	\$ <u>PREMIER</u> <u>CUSTOMER</u>	

\$ _____ PER MONTH UP TO _____ MONTHS	OPTION: <input type="checkbox"/> REFINANCE/DEBT CONSOLIDATION
\$ _____ PER MONTH UP TO _____ MONTHS <small>(If financed, on approved credit)</small> <small>(Including all charges)</small>	

**PLEASE READ THIS DOCUMENT AND ALL OTHER WRITTEN AGREEMENTS BEFORE SIGNING.**

It is understood and agreed that all goods and materials shall remain the property of WE until paid in full by Buyer(s) WE

WE warrants that the work to be performed pursuant to this Agreement will comply in all materials respects with the provisions of this Agreement and further warrants that the work will be performed in a workmanlike manner, to manufacturer's specifications and warranty.

I (We) agree that: WE is not responsible for delays in delivery or installation due to weather, fire strikes, war, governmental regulations, or any other causes beyond its control.

This Agreement represents the entire Agreement of the parties and may not be changed in any respect in writing, signed by all parties. There is no oral understanding, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Agreement or in written agreements, if any, executed simultaneously herewith. This Agreement is not contingent in any respect, including financing.

This agreement shall bind and inure to the benefit of the heirs, executors, administrators and assign of the parties hereto, and if there be more than one Buyer, their obligations hereunder shall be joint and several. No delay or omission by WE or its assignee in the enforcement of any of its rights shall constitute a waiver of rights.

See Buyer's Right To Cancel on reverse before signing this contract.

[Signature]  
WE REPRESENTATIVE

[Signature]  
BUYER

12-6-2011



758025

# Water's Edge

851 North Pearl St.  
Columbus, OH 43215  
(614) 432-6005

BUYER'S NAME(S) JEROME and SHARON RAFLIK  D.O.B. (MR.) \_\_\_\_\_  
 ADDRESS 4113 N. LAKE SHORE DR  D.O.B. (MR.) \_\_\_\_\_  
 CITY JAMESTOWN STATE OH ZIP 43035  
 TELEPHONE (937) 675-6240 CELL (937) 760-0850 (C) # IN FAMILY 2  
 S.S. # (MR.) \_\_\_\_\_ S.S. # (MRS.) \_\_\_\_\_

Water's Edge agrees to furnish material and labor to install the following equipment:  
 MODEL: 2 TANK FILTER 30RB - P3 R.O.: \_\_\_\_\_  
CITY SYSTEM N.A. CARBON

COPPER ?  
4  
LAUNDRY ROOM

SCHEDULED INSTALL TIME 11:00  A.M.  P.M.  
 DAY TUES  
 DATE 12-27-11

DIRECTIONS FROM CLOSET MAIN ROADS  
TAKE OUT OLD  
SOFTNER  
E RO.

EQUIPMENT: OWNER \$ 2600.00  
 TAXES: DISCT \$ \_\_\_\_\_  
 INSTALLATION: CKH \$ TRADE  
 TOTAL: \$ IN  
 DOWN PAYMENT: 1414 \$ OLD  
 BALANCE OF CASH PRICE: PAID \$ SOFTNER  
IN  
FULL \$ E RO

SPECIAL INSTRUCTIONS: EXPLAIN IN DETAIL  
30 DAY MONEY BACK GUARANTEE  
DATE OF INSTALL NO QUESTIONS  
ASKED LIFE TIME WARRANTY  
ON ENTIRE UNIT

\$ \_\_\_\_\_ PER MONTH UP TO \_\_\_\_\_ MONTHS  
 \$ \_\_\_\_\_ PER MONTH UP TO \_\_\_\_\_ MONTHS  
 (If financed, on approved credit) (Including all charges)

OPTION:  REFINANCE/DEBT CONSOLIDATION

**PLEASE READ THIS DOCUMENT AND ALL OTHER WRITTEN AGREEMENTS BEFORE SIGNING.**

It is understood and agreed that all goods and materials shall remain the property of WE until paid in full by Buyer(s)

WE warrants that the work to be performed pursuant to this Agreement will comply in all materials respects with the provisions of this Agreement and further warrants that the work will be performed in a workmanlike manner, to manufacturer's specifications and warranty.

I (We) agree that: WE is not responsible for delays in delivery or installation due to weather, fire strikes, war, governmental regulations, or any other causes beyond its control.

This Agreement represents the entire Agreement of the parties and may not be changed in any respect in writing, signed by all parties. There is no oral understanding, terms or conditions and neither party has relied upon any representation, expressed or implied, not contained in this Agreement or in written agreements, if any, executed simultaneously herewith. This Agreement is not contingent in any respect, including financing.

This agreement shall bind and inure to the benefit of the heirs, executors, administrators and assign of the party and if there be more than one Buyer, their obligations hereunder shall be joint and several. No delay or omission or its assignee in the enforcement of any of its rights shall constitute a waiver of rights.

