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COMMON PLEAS DIVISION

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TRACY WINKLER
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 122725**

**STATE OF OHIO EX REL
ATTORNEY GENERAL
MICHAEL DEWI**

A 1201213

vs.

JOSHUA SALYERS

**FILING TYPE: INITIAL FILING(OUT OF COUNTY) WITH NO JURY
DEMAND**

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EFR200

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

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|-----------------------------------|---|-------------------------------------|
| STATE OF OHIO ex rel. ATTORNEY | : | |
| GENERAL MICHAEL DeWINE | : | |
| 441 Vine Street, 1600 Carew Tower | : | Case No. |
| Cincinnati, Ohio 45202 | : | |
| | : | |
| Plaintiff, | : | |
| v. | : | |
| | : | |
| JOSHUA SALYERS | : | Judge |
| 2213 Wagon Wheel Dr. | : | |
| Hamilton, Ohio 45013 | : | |
| | : | |
| and | : | <u>COMPLAINT FOR DECLARATORY</u> |
| | : | <u>JUDGMENT, INJUNCTIVE RELIEF,</u> |
| SALYERS COMPLETE CONTRACTING, | : | <u>RESTITUTION AND CIVIL</u> |
| LLC | : | <u>PENALTIES</u> |
| 2213 Wagon Wheel Dr. | : | |
| Hamilton, Ohio 45013 | : | |
| | : | |
| Defendants. | : | |
| | : | |

JURISDICTION AND PARTIES

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. 1345.01 et seq.
2. Defendant Salyers Complete Contracting, LLC ("SCC") had a principal place of business in Butler County, Ohio.

3. Defendant Joshua Salyers ("Salyers") operated, dominated, controlled and directed the business activities of Defendant SCC, causing, personally participating in, and/or ratifying the acts and practices of Defendant SCC as described in this Complaint.
4. The actions of Defendants, hereinafter described, have occurred in multiple counties in the State of Ohio, including Hamilton County, and as set forth below, are in violation of R.C. 1345.01, et. seq., and O.A.C. 109:4-3-09(A).
5. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting "consumer transactions" by soliciting consumers for the repair, construction, assembly and/or installation of various home improvement products, namely roofs, for a fee, within the meaning of R.C. 1345.01(A).
6. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), (6).

STATEMENTS OF FACTS

8. Defendants have solicited consumers and accepted payments for the repair or construction of various home improvement products, such as roofs and gutters within multiple counties in Ohio, including Hamilton County.
9. Defendants have accepted monetary deposits from consumers for the purchase and installation of roofing materials and have failed to deliver goods and services and have refused to refund consumers' deposits or payments.
10. Defendants have performed substandard and shoddy work in the construction and repair of roofing projects.

11. Defendants offered a limited warranty in their contract for services but failed to honor the warranty.

COUNT I - FAILURE TO DELIVER

12. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
13. Defendants have committed unfair or deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the Consumer Sales Practices Act, R.C. 1345.02(A) by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer 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.

COUNT II – PERFORMING SUBSTANDARD / SHODDY WORK

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
15. Defendants have committed unfair or deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
16. The acts and practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act. Defendant committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT III – REPRESENTING THAT THE SUBJECT OF CONSUMER TRANSACTION HAS BENEFITS IT DOES NOT HAVE

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
18. Defendants have committed unfair or deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by representing that their services have performance characteristics and uses that they do not have.
19. The acts and practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

**COUNT IV – FALSELY REPRESENTING THAT A CONSUMER TRANSACTION HAS
A WARRANTY**

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
21. Defendants have committed unfair or deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and R.C. 1345.02(B)(10), by falsely representing that that a consumer transaction involves a warranty.
22. The acts and practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

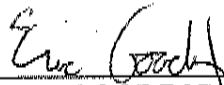
- A. DECLARE that each act or practice complained of herein violates the Ohio Consumer Sales Practices Act in the manner set forth in the complaint.
- B. ISSUE a Permanent Injunction enjoining the Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert 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.

- C. ORDER Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the Consumer Sales Practices Act, described herein pursuant to R.C. 1345.07(D).
- E. ISSUE an Injunction prohibiting the 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 due hereunder.
- F. GRANT Plaintiff its costs incurred in bringing this action.
- 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.

Respectfully submitted,

MICHAEL DEWINE
Attorney General



ERIC M. GOODING (0086555)
Assistant Attorney General
441 Vine Street, 1600 Carew Tower
Cincinnati, Ohio 45202
Phone: (513) 852-1527
Fax: (513) 852-3484
Eric.Gooding@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio