

3. The actions of Defendant, hereinafter described, have occurred in multiple counties in the State of Ohio, including Franklin County, and as set forth below, are in violation of R.C. 1345.01, et. seq., O.A.C. 109:4-3-09(A), and O.A.C. 109:4-3-07(B).
4. 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 for a fee, within the meaning of R.C. 1345.01(A).
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)(1-3).

STATEMENTS OF FACTS

7. Defendant solicited consumers and accepted payments for the repair or construction of various home improvement products in multiple counties in Ohio, including Franklin County.
8. Defendant accepted monetary deposits from consumers for the purchase and installation of home improvement products and services and failed to deliver goods and services and has refused to refund consumers’ deposits or payments.
9. Defendant performed substandard and shoddy work in the construction and repair of home improvement services, which included repairing stone and stucco.
10. Defendant accepted monetary deposits from consumers for the purchase and installation of home improvement products and services without providing to consumers a dated receipt which clearly and conspicuously stated whether the deposit is refundable and under what conditions.

11. There are at least five Ohio consumers who have suffered a loss as a result of the actions of Defendant.
12. The losses suffered by consumers range from \$400 to \$3,000.

COUNT I - FAILURE TO DELIVER

13. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
14. Defendant 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

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
16. Defendant 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.
17. 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 – DEPOSITS RULE

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
19. Defendant committed unfair or deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and the Deposits Rule, O.A.C. 109:4-3-07(B), by accepting deposits without providing to consumers a dated receipt which clearly and conspicuously states whether the deposit is refundable and under what conditions.

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 Defendant, his agents, servants, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under his name or any other name, from engaging in the acts and practices of which Plaintiff complains.
- C. ORDER Defendant to reimburse all consumers found to have been damaged by Defendant's unlawful actions.
- D. ASSESS, FINE and IMPOSE upon Defendant 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 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 due hereunder.

- F. GRANT Plaintiff its costs incurred in bringing this action.
- G. ORDER Defendant 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,

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