

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

2011 NOV 16 A 10:36

STATE OF OHIO, ex rel.
MICHAEL DEWINE
ATTORNEY GENERAL OF OHIO
State Office Building, 11th Fl.
615 West Superior Avenue
Cleveland, Ohio 44113-1899

Plaintiff,

-vs-

CARL CHUPPA III
20684 CHESTNUT DRIVE
STRONGSVILLE, OHIO 44136

and

NORTHEAST ELECTRONICS, INC.
5746 BROADWAY AVE.
CLEVELAND, OHIO 44127

Defendants.

CASE NO.

Judge: TIMOTHY MCCORMICK

CV 11 769295

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

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 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. Section 1345.01 et seq. (the Ohio Consumer Sales Practices Act).

2. The actions of Defendants, hereinafter described, have occurred in the State of Ohio, County of Cuyahoga, and as set forth below, are in violation of R.C. Section 1345.01 et seq.

3. Defendants are “suppliers”, as that term is defined in R.C. Section 1345.01(C), as Defendants are engaged in the business of effecting “consumer transactions” by offering television goods and repair services for a fee, within the meaning of R.C. Section 1345.01(A).

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Cuyahoga County.

STATEMENT OF FACTS

5. Defendants Carl Chuppa III and Northeast Electronics, Inc. have solicited consumers for television goods and repair services in Ohio. Defendants’ business is incorporated, and is located in Cuyahoga County. “Northeast Electronics, Inc.” is registered with the Ohio Secretary of State as a trade or fictitious name. Defendant Chuppa operates “Northeast Electronics, Inc.” at 5746 Broadway Avenue in Cleveland, Ohio.

6. Defendants Chuppa and Northeast Electronics, Inc. have failed to deliver televisions purchased by consumers. Defendants have accepted money from consumers and have failed to provide contracted repairs to consumers’ televisions. Defendants have failed to honor televisions goods and services warranties which consumers purchased from Defendants. At all times herein, consumers received and relied upon statements and misrepresentations made by Defendant Chuppa, personally and in writing, who knew or should have known of the acts, or failure to act, and who allowed, caused or ratified such acts and practiced described above.

7. Defendants Chuppa and Northeast Electronics have continued to do business with Ohio consumers, despite having at least eleven unpaid court judgments outstanding against Defendants. Defendant Chuppa has done nothing to satisfy the outstanding judgments.

PLAINTIFF'S CAUSE OF ACTION

COUNT ONE

FAILURE TO DELIVER

8. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seven (1-7) of this Complaint.

9. Defendants have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and the Ohio Administrative Code 109:4-3-09, by accepting money from consumers for goods and services and failing to make full delivery or a refund.

COUNT TWO

FAILURE TO PERFORM REPAIR SERVICES

10. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seven (1-7) of this Complaint.

11. Defendants have committed unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and Ohio Administrative Code 109:4-3-05 (D)(9) by representing that repairs have been made when such is not the case.

COUNT THREE

FAILURE TO PROVIDE OR HONOR WARRANTY

12. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seven (1-7) of this Complaint.

13. Defendants represent that transactions for televisions include warranties, such representation being either false or not honored, in violation of the Ohio Consumer Sales Practices Act, R.C. 1345.02(A)(10). The acts and practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed such violations after such decisions were submitted for public inspection pursuant to O.R.C. 1345.05(A)(3).

COUNT FOUR

UNPAID CONSUMER JUDGMENTS

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seven (1-7) of this Complaint.

15. Defendants have committed unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by continuing to offer consumers goods and services while failing to satisfy court judgments gained by prior consumers in Ohio courts. The acts and practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed such violations after such decisions were submitted for public inspection pursuant to O.R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

1. **ISSUE** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains;

2. **ISSUE** a declaratory judgment declaring that each act or practice complained of in this Complaint violates the Ohio Consumer Sales Practices Act, and the Substantive Rules contained in the Ohio Administrative Code in the manner set forth in this Complaint;

3. **IMPOSE** upon each Defendant civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each violation pursuant to Ohio Revised Code 1345.07(D);

4. **ORDER** Defendants to reimburse consumers who have been injured by the acts and practices of which Plaintiff complains;

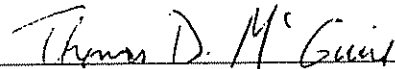
5. As a means of ensuring compliance with this Court's Order and with the consumer protection laws of Ohio, **ORDER** Defendants, their successors or assigns, under these or any other names, to maintain in their possession and control for a period of five (5) years all business records relating to Defendants' solicitation or effectuation of business 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 of said records and further **ORDER** that copies of such records be provided at Defendants'

expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives;

6. **GRANT** Plaintiff his costs in bringing this action;
7. **GRANT** such further relief as justice and equity require.

Respectfully submitted,

MICHAEL DEWINE
ATTORNEY GENERAL



THOMAS D. MCGUIRE (0007121)
Senior Assistant Attorney General
Consumer Protection Section
State Office Bldg., 12th Fl.
615 W. Superior Ave.
Cleveland, OH 44113-1899
(216) 787-3030