

IN THE COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

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LORAIN COUNTY

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COURT OF COMMON PLEAS  
LORAIN COUNTY, OHIO

19 CV 198523

STATE OF OHIO ex rel.  
OHIO ATTORNEY GENERAL  
DAVE YOST  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

Plaintiff,

v.

ALEJANDRO S. SANCHEZ  
832 W 23<sup>rd</sup> St.  
Lorain, Ohio 44052

and

MASTER LANDSCAPING  
SPRINKLERS LLC  
832 W 23<sup>rd</sup> St.  
Lorain, Ohio 44052

Defendants

CASE NO.

JUDGE

JUDGE CHRISTOPHER R. ROTHGERY

ENTERED

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

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through its counsel, 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 R.C. 1345.01 *et seq.*
2. The actions of Alejandro S. Sanchez and his company, Master Landscaping Sprinklers LLC ("Defendants"), hereinafter described, have occurred in the State of Ohio, including in Lorain County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *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(C)(1), 3(C)(2), and 3(C)(3), in that Defendants reside in Lorain County and Lorain County is one of the counties in which Defendants conducted activity that gave rise to the claims for relief.

### **DEFENDANTS**

5. Defendant Master Landscaping Sprinklers LLC (“Defendant Master Landscaping”) is a limited liability company registered in Ohio with a principal place of business in Lorain County.
6. Defendant Alejandro S. Sanchez (“Defendant Sanchez”) is a natural person who, upon information and belief, resides at 832 W 23rd St., Lorain, Ohio 44052, and who was and is the owner and an officer, employee, or director of Defendant Master Landscaping. Upon information and belief, at all times material to this Complaint, acting alone or in concert with others, Defendant Sanchez has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.
7. Defendants at all times relevant to this action were engaged in the business of soliciting, offering for sale, or selling home improvement goods and services to consumers in the State of Ohio, including in Lorain County.
8. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Lorain County and other counties in Ohio for purposes that

were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

9. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

### **STATEMENT OF FACTS**

10. Defendants engaged in the business of soliciting and selling home improvement goods and services.
11. Defendants solicited and sold home improvement goods and services at the residences at buyers.
12. Defendants used various methods to solicit consumers, including house to house visits and leaving business cards for his services.
13. Defendants stated that they could provide a variety of landscaping services, including patio replacement, lot grading, and tree planting.
14. Defendants went to the residences of some consumers, at their invitation, where they offered proposals of work and entered into agreements with consumers for the provision of home improvement services.
15. Defendants do not have a retail business establishment or a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
16. Defendants requested and received monetary deposits from consumers for the purchase of home improvement goods or services.

17. Defendants failed to provide consumers with proper notices of cancellation forms describing the consumers' right to cancel.
18. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
19. After receiving deposits, Defendants sometimes began to provide the contracted services and then fail to complete the work.
20. Defendants performed substandard, shoddy and incomplete work when they did provide home improvement services.
21. Some consumers who did not receive their goods or services requested refunds from Defendants.
22. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
23. Defendants' performance of contracted services in a substandard, shoddy or incomplete manner has resulted in harm to consumers' property and required that consumers pay additional money to have Defendants' work corrected/or to complete the work Defendants were paid to do.

**FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–23 of this Complaint.
25. 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 accepting

money from consumers for goods or 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 then 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 – Unfair and Deceptive Acts and Practices**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–25 of this Complaint.
27. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement repairs and services in an incomplete, shoddy, substandard, or unworkmanlike manner and then failing to correct such work.
28. Such acts or practices 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

**SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA**

**Failure to Provide Proper Notice of Right to Cancel**

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–28 of this Complaint.
30. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give a proper notice to consumers of their right to cancel their contracts by a specific date and by failing to give consumers a cancellation form.

31. Such acts or practices 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

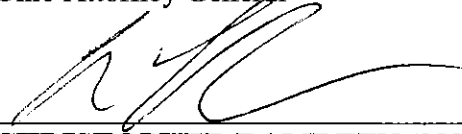
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A DECLARATORY JUDGMENT** that each act or practice contained of herein violates the CSPA, its Substantive Rules, and the HSSA, in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, their agents, representatives, salespeople, employees, successors, or 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, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay consumer restitution to all consumers injured by the conduct of Defendants.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendants a civil penalty of up to \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **GRANT** Plaintiff its costs in bringing this action.
- F. **ISSUE AN INJUNCTION** prohibiting 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 pursuant to this litigation.

- 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,

DAVE YOST  
Ohio Attorney General



**CHRISTOPHER RAMDEEN (0095623)**

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