

Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *et seq.* and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

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. Defendant, as described below, was at all relevant times hereto a “seller” engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to “buyers” at the buyers’ personal residences in the State of Ohio, Butler County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
6. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) and (6).

STATEMENTS OF FACTS

8. Defendant is an individual doing business in Ohio as Granite Designs and Granite Designs LLC and had a principle place of business at 6625 Dixie Highway, Fairfield, OH 45014.
9. Granite Designs and Granite Designs LLC are the name of business entities not registered to do business with the Ohio Secretary of State.
10. Defendant at all times pertinent hereto directed and controlled all business activities of Granite Designs and Granite Designs LLC, including the solicitation for sale and sale of home improvement services.

11. On information and belief, Defendant controlled and directed the business activities and sales conduct of Granite Designs and Granite Designs LLC, causing, personally participating in, or ratifying the acts and practices of them as described in the Complaint.
12. Defendant solicited consumers and accepted payments for the repair, construction, and installation of various home improvement products within multiple counties in Ohio, including Butler County.
13. Defendant solicited and sold home improvement goods and services at the residences of buyers.
14. Defendant does not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
15. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.
16. Defendant accepted monetary deposits from consumers for the purchase of home improvement good and services and failed to deliver those goods and services and has refused to refund consumers' deposits or payments.
17. Defendant performed substandard and shoddy work in the construction, installation, and/or repair of home improvement goods and services.
18. Defendant's failure to perform contracted home improvement services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendant's work corrected and/or to complete the work Defendant was supposed to do.

PLAINTIFF'S CAUSES OF ACTION
COUNT I - FAILURE TO DELIVER

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
20. 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 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 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

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

COUNT III – VIOLATIONS OF THE HOME SOLICITATION SALES ACT

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
25. Defendant violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.

26. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant 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:

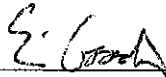
- A. DECLARE that each act or practice complained of herein violates the CSPA in the manner set forth in the complaint.
- B. ISSUE a Permanent Injunction enjoining the Defendant, his agents, servants, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
- 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 CSPA, described herein pursuant to R.C. 1345.07(D).
- E. ORDER that all contracts entered into between Defendant and Ohio consumers by unfair or deceptive acts or practices and in violation of the HSSA be rescinded with full restitution to the consumers.
- F. PROHIBIT Defendant, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state

until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.

- G. GRANT Plaintiff its costs incurred in bringing this action.
- H. ORDER Defendant to pay all court costs associated with this matter.
- I. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

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