

COMMON PLEAS COURT
WARREN COUNTY OHIO
FILED

IN THE COURT OF COMMON PLEAS
WARREN COUNTY, OHIO
2012
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STATE OF OHIO, *ex rel.*)
MICHAEL DEWINE)
ATTORNEY GENERAL OF OHIO)
441 Vine St., 1600 Carew Tower)
Cincinnati, Ohio 45202)

Plaintiff)

v.)

RONALD DENICOLA, JR d/b/a)
JR COMPUTER OUTLET)
2575 US 22 and 3)
Maineville, Ohio 45039)

Defendant)

JAMES L. SPAETH
CLERK OF COURTS
CASE NO. 12 CV 82328
JUDGE *Burns*

**COMPLAINT, REQUEST
FOR DECLARATORY AND
INJUNCTIVE RELIEF,
DAMAGES AND CIVIL
PENALTIES**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, 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 the Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. The actions of Ronald Denicola, Jr ("Defendant") have occurred in the State of Ohio and Warren County and violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
4. This Court has venue to hear this case pursuant to Civ. R. 3(B)(1)-(3), in that Defendant resides in and has a principal place of business in Warren County and some of the transactions complained of herein, and out of which this action arises, occurred in Warren

County, Ohio.

DEFENDANT

5. Defendant is an individual doing business in Ohio as JR Computer Outlet, with his principal office located at 2575 US 22 and 3, Maineville, Ohio 45039.
6. JR Computer Outlet is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
7. Defendant, Ronald Denicola, directed, supervised, approved, formulated, authorized, ratified, benefited from and/or otherwise participated in the day to day activities of the business entity known as JR Computer Outlet.
8. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant, at all times relevant herein, engaged in the business of effecting “consumer transactions” by soliciting and selling goods and services to “individuals” in several counties in the State of Ohio and throughout the country for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENTS OF FACT

9. Defendant is now, and has been at all times relevant to this action, engaged in the business of selling consumer goods and services, specifically by operating a computer sales and repair store in Warren County and by accessing consumers’ computers via the Internet across the United States and in several Ohio counties to perform computer repairs.
10. Defendant is now, and has been at all times relevant to this action, operating a computer repair store in Warren County where he solicited consumers and offered to repair computers.

11. Defendant is now, and has been at all times relevant to this action, offering computer repairs via remote internet help to consumers nationwide over the Internet.
12. Defendant accepted payments for services and then failed to provide those services or failed to refund consumers' monies.
13. Consumers who brought computers into the Defendant's store were not presented with any disclosures or forms notifying them of their right to an estimate if the expected cost of repairs or services was more than \$25.
14. Defendant did not post a sign in a conspicuous place within his business nor give consumers a separate form notifying them of their right to an estimate as required by Ohio Adm. Code 109:4-3-05(A)(2).
15. In instances where there was no face to face contact between the consumer and the Defendant, the Defendant failed, upon first contact with the consumer, to inform the consumer orally of the consumer's right to receive an oral or written estimate of the anticipated cost of the repair or service.
16. In some instances, the Defendant accepted money to perform computer repairs and never performed the repairs.
17. Defendant also accepted money from consumers who had purchased computers from the Defendant and never received the purchased computers from the Defendant.
18. Defendant often represented that repairs or services were necessary when such was not the fact.
19. The Defendant also represented that certain repairs or services were performed when such was not the fact.

20. In other instances, the Defendant charged consumers for repairs or services that were not authorized by the consumers.
21. In many instances, the Defendant failed to provide an itemized list of repairs performed or services rendered to consumers.
22. In many instances, the Defendant failed to tender to consumers any parts replaced as a result of services performed.
23. Defendant failed to disclose prior to accepting any item of goods for inspection, repair, or service, that in the event the consumer authorized commencement but did not authorize completion of a repair or service that a charge would be imposed for partially completed work.
24. Defendant charged consumers who authorized commencement, but did not authorize completion, for partially completed work without disclosing the charges before accepting the item of goods for inspection, repair, or service.
25. Defendant failed to disclose upon the first contact with the consumer that there would be charges imposed that were not directly related to the actual performance of the repair or service, namely charges for diagnosis and canceled appointments.

PLAINTIFF'S CAUSES OF ACTION

**VIOLATIONS OF THE
CONSUMER SALES PRACTICES ACT**

COUNT I

FAILURE TO DELIVER VIOLATION

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty Five (1-25) of this Complaint.

27. Defendant committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and Ohio Adm. Code 109:4-3-09(A)(2) by accepting money from consumers for the sale and/or repair of computers and permitting eight weeks to elapse without delivering the contracted goods or services or making a full refund.

COUNT II

REPAIRS OR SERVICE VIOLATIONS

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty Five (1-25) of this Complaint.
29. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(A)(1), by failing, at the time of the initial face to face contact and prior to the commencement of any repair or service, to provide the consumer with a form which indicates the date, the identity of the supplier, the consumer's name and telephone number, the reasonably anticipated completion date, and their right to an estimate if the expected cost of repairs or services will be more than twenty-five dollars.
30. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(A)(2), by failing to post a sign in a conspicuous place within his business notifying consumers of their right to an estimate or failing to give consumers a separate form notifying them of their right to an estimate as required by Ohio Adm. Code 109:4-3-05(A)(2).
31. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(C)(1), by failing in instances where there has not been face to face contact between the consumer and the Defendant, upon the first contact with the

consumer, to inform the consumer orally of the consumer's right to receive an oral or written estimate of the anticipated cost of the repair or service.

32. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(5), by failing to disclose prior to acceptance of any item of goods for inspection, repair, or service, that in the event the consumer authorizes commencement but does not authorize completion of a repair or service, that a charge will be imposed for disassembly, reassembly, or partially completed work.
33. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(6), by charging for a repair or service which has not been authorized by the consumer.
34. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(7), by failing to disclose upon the first contact with the consumer that any charge not directly related to the actual performance of the repair or service will be imposed by the supplier, including but not limited to service charges, charges imposed by the supplier for traveling to the consumer's residence, or charges for diagnosis, whether or not repairs or services are performed.
35. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A), R.C. 1345.02(B)(7), and Ohio Adm. Code 109:4-3-05(D)(8), by representing that repairs or services are necessary when such is not the fact.
36. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(9), by representing that repairs have been made or services have been performed when such is not the fact.

37. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(12), by failing to provide the consumer with a written itemized list of repairs performed or services rendered, including a list of parts or materials and a statement of whether they are used, remanufactured, or rebuilt, if not new, and the cost thereof to the consumer, the amount charged for labor, and the identity of the individual performing the repair or service.
38. Defendant has committed deceptive acts or practices in violation of R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-05(D)(13), by failing to tender to the consumer any replaced parts.

COUNT III

FAILURE TO REGISTER WITH STATE

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty Five (1-25) of this Complaint.
40. Defendant has committed unfair or deceptive practices in violation of R.C. 1345.02(A), by doing business in Ohio under a fictitious business name without registering that name with and making all required ownership disclosures to the Ohio Secretary of State as required by R.C. 1329.01.
41. The acts and practices described in the paragraph above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant committed said violation after such decisions were available for public inspection.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court:

- 1) ISSUE an order declaring that the Defendant has engaged in acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
- 2) 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 this or any other name, from engaging in any violations of state or federal consumer protections laws and from engaging in any consumer transactions until all monetary judgments granted or approved by this Court are paid in full.
- 3) ORDER Defendant to reimburse all consumers found to have been damaged by the Defendant's acts and practices.
- 4) ASSESS, FINE and IMPOSE upon Defendant, pursuant to R.C. 1345.07, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate act or practice found by this Court to violate the Consumer Sales Practices Act.
- 5) ORDER Defendant to pay all court costs.
- 6) GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General



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