

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
MICHAEL DEWINE)	Case No.:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
AFFORDABLE FENCE)	
AND CONSTRUCTION, LLC)	COMPLAINT AND REQUEST FOR
2561 Edencreek Lane)	DECLARATORY JUDGMENT,
Columbus, Ohio 43207)	INJUNCTIVE RELIEF, CIVIL
)	PENALTIES, AND OTHER
and)	APPROPRIATE RELIEF
)	
JUANITA CARR, individually)	
and dba AFFORDABLE FENCE)	
AND CONSTRUCTION, LLC)	
2282 Gerbert Road)	
Columbus, Ohio 43211)	
)	
and)	
)	
THOMAS CARR, individually)	
and dba AFFORDABLE FENCE)	
AND CONSTRUCTION, LLC)	
2282 Gerbert Road)	
Columbus, Ohio 43211)	
)	
Defendants.)	

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 R.C. 1345.01 et seq.

2. The actions of Affordable Fence and Construction, LLC, Juanita Carr, and Thomas Carr (“Defendants”), hereinafter described, have occurred in Franklin County and other counties in the State of Ohio 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(B)(2) and (3).

DEFENDANTS

5. Defendant Juanita Carr is a natural person residing at 2282 Gerbert Road, Columbus, Ohio 43211.
6. Defendant Thomas Carr is a natural person residing at 2282 Gerbert Road, Columbus, Ohio 43211.
7. The principle place of business for Defendant Affordable Fence and Construction, LLC (‘Defendant Affordable Fence’) is 2561 Edencreek Lane, Columbus, Ohio 43207.
8. Defendant Affordable Fence is registered as a Limited Liability Company with the Ohio Secretary of State.
9. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

10. Defendants Juanita and Thomas Carr at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Affordable Fence, causing, personally participating in, or ratifying the acts and practices of Defendant Affordable Fence, including the conduct giving rise to the violations described herein.
11. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services such as window replacement and fence installation and failed to deliver some of those goods and services within eight weeks.
12. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refund.
13. After receiving payment, Defendants sometimes began work but failed to complete the work.
14. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
15. Defendants represented to consumers that they had sponsorship, approval, or affiliation with Home Depot when that was not true.
16. Defendants' contracts/proposals for home improvement remodeling and repair services do not contain the proper provisions advising consumers of their right to cancel,
17. At the time of these transactions, Defendants Juanita and Thomas Carr had an outstanding judgment in the Lorain County Court of Common Pleas arising from a previous consumer transaction.

COUNT I- FAILURE TO DELIVER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. 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 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- UNFAIR AND DECEPTIVE ACTS AND PRACTICES

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-19 of this Complaint.
21. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
22. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(B)(9) by representing that the supplier has a sponsorship, approval, or affiliation that the supplier does not have.
23. The acts or practices described 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).

COUNT III- VIOLATIONS OF THE HSSA

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-23 of this Complaint.
25. Defendants 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. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT IV- UNSATISFIED JUDGMENT

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-26 of this Complaint.
28. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having an unsatisfied judgment and legal obligation owed to a consumer arising out of previous consumer transaction.
29. Such acts and 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.

PRAYER FOR RELIEF

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

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, its Substantive Rules and the HSSA in the manner set forth in the Complaint.
- B. ISSUE A TEMPORARY RESTRAINING ORDER and preliminary injunction preventing Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, 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 as well as from engaging in consumer transactions as a supplier, and from selling or transferring personal or business assets.
- C. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their 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 soliciting consumers either directly or indirectly to enter into contracts for home improvement goods and services for a fee or any other injunctive relief as the court deems to be just, equitable, and appropriate.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action.

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,

MICHAEL DEWINE
Attorney General

/s/ Jennifer L. Mildren

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