

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO



STATE OF OHIO ex rel.)
OHIO ATTORNEY GENERAL)
MICHAEL DEWINE)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

CASE NO. 2018CV00666

JUDGE Forchione

Plaintiff,)

v.)

JASON S. McCOY, individually)
and d/b/a M. J. McCOY ELECTRIC)
8084 Scio Road)
Scio, Ohio 43988)

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

Defendant.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General 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 the Attorney General by R.C. 1345.07.
2. The actions of Defendant, hereinafter described, have occurred in the State of Ohio, including in Stark County and, as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 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)(3), in that some of the transactions complained of herein occurred in Stark County, Ohio.

DEFENDANT

5. Defendant Jason S. McCoy (“McCoy”) is a natural person who, upon information and belief, resides at 8084 Scio Road, Scio, Ohio 43988.
6. Defendant registered M. J. McCoy Electric as a fictitious business name with the Ohio Secretary of State on January 14, 2013.
7. Defendant does business using the fictitious business name M. J. McCoy Electric.
8. Upon information and belief, Defendant has also done business using the names HunnyDo LLC, Hunny Do Construction, and Honey Do. Defendant registered HunnyDo LLC as a limited liability company with the Ohio Secretary of State on October 11, 2017.
9. Defendant at all times relevant to this action was 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 Stark County.
10. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and services to individuals in Stark 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).
11. Defendant is a “seller” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

12. Defendant used various methods to solicit consumers, including posting advertisements via thumbtack.com and placing advertisements in “The User-Friendly Phone Book” of Carroll County.
13. One of Defendant’s advertisements stated that Defendant could provide a variety of services, including “Complete Electrical Work,” “New Construction & Remodeling,” and “Service Upgrades.”
14. Consumers contacted Defendant regarding the provision of home improvement services to their residences.
15. Defendant went to the residences of some consumers, at their invitation, where he offered proposals of work and entered into agreements with consumers for the provision of home improvement services.
16. Defendant does not have a location that qualifies as a business establishment and consumers were not aware of whether Defendant had a business establishment at the time the transactions were completed.
17. Defendant requested and received large monetary deposits from consumers for the purchase of home improvement goods or services.
18. Defendant failed to provide consumers with proper notices of cancellation forms describing the consumers’ right to cancel.
19. After accepting money from consumers for home improvement goods or services, Defendant failed to deliver the home improvement goods or services that were promised to consumers.

20. After receiving deposits, Defendant began to provide the contracted services but did not complete the work.
21. Some consumers who did not receive their goods or services requested refunds from Defendant.
22. Defendant failed to provide requested refunds to consumers for whom he did not deliver the promised goods or services.
23. Home improvement repairs or services that were provided or attempted by Defendant were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

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 One through Twenty-Three (1-23) of this Complaint.
25. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.

Count II – Shoddy Workmanship

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Three (1-23) of this Complaint.
27. Defendant engaged in 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.

28. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant 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

Count I – 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 One through Twenty-Three (1-23) of this Complaint.

30. Defendant 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.

31. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant 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 PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendant McCoy, doing business under his own name, the names M. J. McCoy Electric, HunnyDo LLC, Hunny Do, or Honey Do, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with him, 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 including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. **DECLARE** that each act or practice complained of herein violates the CSPA, its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA in the manner set forth in this Complaint.
- C. **ORDER** Defendant, pursuant to R.C. 1345.07(B), to pay actual damages, including non-economic damages, to all consumers injured by the conduct of Defendant.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendant a civil penalty of \$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 Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations due hereunder.
- G. **ISSUE A PERMANENT INJUNCTION** prohibiting Defendant from engaging in any home improvement-related consumer transactions with Ohio consumers.
- H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.
- I. **ORDER** Defendant to pay all court costs.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General



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