

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

Plaintiff,

v.

MATTHEWS HOME SERVICES, LLC
1216 20th St. N.E.
Canton, Ohio 44714

and

CLINTON A. MATTHEWS, individually
and d/b/a
MATTHEWS HOME SERVICES, LLC
1216 20th St. N.E.
Canton, Ohio 44714

Defendants.

) CASE NO.

) JUDGE

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

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel 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 the Attorney General by R.C. 1345.07.
2. The actions of Defendants, 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., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 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)(1) and 3(B)(3), in that Stark County, Ohio is where Defendant Clinton A. Matthews resides and where Defendants conducted some of the transactions complained of herein.

DEFENDANT

5. Defendant Clinton A. Matthews ("Matthews") is a natural person who resides in Stark County at 1216 20th St. N.E., Canton, Ohio 44714.
6. Upon information and belief, Defendant Matthews has also been known to use the last name "Matthew."
7. Defendant Matthews Home Services, LLC ("Matthews Home Services") is an Ohio limited liability corporation.
8. Defendant Matthews Home Services holds itself out as having a principal place of business located at 1216 20th St. N.E., Canton, Ohio 44714.
9. Defendant Matthews does business as Matthews Home Services.
10. Upon information and belief, Defendant Matthews has also done business as Rubber City Construction Corp.
11. Upon information and belief, Defendant Matthews directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Matthews Home Services, LLC, as described in this Complaint.
12. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, and selling home improvement goods and services to consumers.

13. Defendants are “suppliers” as defined in R.C. 1345.01(C) because Defendants have, at all times relevant hereto, been 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 are primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

STATEMENT OF FACTS

14. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, including basement and home office remodeling and installing vinyl siding.
15. After Defendants accepted consumers’ deposits, Defendants failed to deliver the home improvement goods and services that were promised to consumers.
16. Consumers who did not receive their goods or services requested refunds of the money they had paid to Defendants.
17. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
18. Defendants performed home improvement repairs and services for consumers in a shoddy, substandard, and unworkmanlike manner.

VIOLATIONS OF THE CSPA

COUNT I – FAILURE TO DELIVER

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
20. Defendants 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, 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

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
22. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs and services in a shoddy, substandard, and unworkmanlike manner.
23. 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 PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants Matthews Home Services, LLC and Clinton A. Matthews, doing business under their own names, the name Rubber City Construction, or any other names, 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 committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. **ISSUE A DECLARATORY JUDGMENT**, pursuant to R.C. 1345.07(A)(1), declaring that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in this Complaint.
- C. **ORDER** Defendants Matthews Home Services, LLC and Clinton A. Matthews, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of Defendants as set forth in this Complaint.
- D. **ASSESS, FINE, AND IMPOSE** upon Defendants Matthews Home Services, LLC and Clinton A. Matthews civil penalties 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. **ORDER** Defendants to pay all court costs.
- G. **ISSUE AN INJUNCTION** prohibiting Defendants from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.
- H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio

A handwritten signature in black ink, appearing to read 'T.M. Dickens', is written over a horizontal line.

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