

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
ADVANTAGE GROUP ENTERPRISES, LLC)	COMPLAINT AND REQUEST
d/b/a ADVANTAGE WINDOW AND DOOR)	FOR DECLARATORY
COMPANY, d/b/a ADVANTAGE ROOFING)	JUDGMENT, INJUNCTIVE RELIEF,
COMPANY, and d/b/a ADVANTAGE)	CONSUMER RESTITUTION,
ROOFING AND SIDING COMPANY)	CIVIL PENALTIES, AND
c/o David Bonselaar, Statutory Agent)	OTHER APPROPRIATE RELIEF
1900 Polaris Parkway, Ste 450)	
Columbus, OH 43240)	
)	
and)	
)	
DAVID B. BONSELAAR)	
a/k/a DAVID BONSELOAR)	
a/k/a DAVID BRYAN)	
210 W. Eliza Street, Apt. 8)	
Schoolcraft, MI 49087)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, 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 Defendants, Advantage Group Enterprises, LLC d/b/a Advantage Window and Door Company, d/b/a Advantage Roofing Company, and d/b/a Advantage Roofing and Siding Company (“Advantage Group”) and David B. Bonslaar a/k/a David Bonseloar and a/k/a David Bryan (“Mr. Bonselaar”)(collectively, “Defendants”), hereinafter described, have occurred in Franklin County and other counties in the State of Ohio and, as set forth herein, 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(C)(3).

DEFENDANTS

5. Defendant Advantage Group is a domestic limited liability company registered with the Ohio Secretary of State on or about December 29, 2014.
6. Defendant Advantage Group has done business under the trade names Advantage Window and Door Company, Advantage Roofing Company, and Advantage Roofing and Siding Company, all of which were registered with the Ohio Secretary of State by Advantage Group.
7. Defendant Mr. Bonselaar is a natural person with a last known address at 210 W. Eliza Street, Apt. 8, Schoolcraft, MI 49087.
8. Defendant Mr. Bonselaar at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Advantage Group, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving

rise to the violations described herein.

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, offering for sale and selling home improvement goods and services to individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
10. Defendants engaged in “home solicitation sales” as “sellers” as those terms are defined in R.C. 1345.21 as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

11. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services, including the sale and replacement of windows, doors, siding, and roofs, to consumers at their residences within multiple counties in Ohio, including Franklin County.
12. Defendants accepted monetary deposits and/or payments from consumers for the purchase of home improvement goods and services, but in some instances failed to deliver or provide the home improvement goods or services when represented, including the allowance of more than eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumers 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.
13. Despite consumers’ demands to do so, Defendants have not refunded consumer deposits

and/or payments for goods and services that the Defendants failed to deliver or provide.

14. Defendants accepted monetary deposits and/or payments from consumers for the purchase of home improvement goods and services, but in some instances provided shoddy and unworkmanlike services and then failed to correct such work.
15. Defendants sold maintenance and repair warranties to consumers and in some instances failed to honor those warranties.
16. In their sale of home improvement goods and services to consumers, Defendants failed to properly notify consumers of their rights to cancel their transactions and failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.

PLAINTIFF'S FIRST CAUSE OF ACTION:
VIOLATIONS OF THE CSPA
COUNT I- FAILURE TO DELIVER

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 16 of this Complaint.
18. 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 and services and then permitting more than eight weeks to elapse without delivering the goods and services ordered, making a full refund, advising the consumers 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 – SHODDY AND SUBSTANDARD WORK

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 18 of this Complaint.
20. 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.
21. The acts or practices described above 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 – FALSE REPRESENTATION OF WARRANTIES

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 21 of this Complaint.
23. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing that the transactions involved a warranty when this representation was false.
24. The acts or practices described above 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).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATION OF THE HSSA
FAILURE TO PROVIDE PROPER NOTICE
OF THREE-DAY RIGHT OF RESCISSION

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 24 of this Complaint.

26. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their transactions and by failing to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
27. The acts or practices described above 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 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 PERMANENT INJUNCTION enjoining the Defendants, their agents, 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 and from further violating the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C.

1345.07(D).

- E. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ W. Travis Garrison
W. Travis Garrison (0076757)
Assistant Attorney General
Counsel for Plaintiff, State of Ohio
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
Phone: 614-728-1172/Fax: 844-243-0045
travis.garrison@ohioattorneygeneral.gov