

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

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

Case No:

PLAINTIFF,)

Judge:

v.)

MIDWEST CONSTRUCTION)
SERVICES AND ROOFING, LLC)
200 E Campus View Blvd, Suite 200)
Columbus, Ohio 43235)

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

and)

JASON HAUSER)
10141 Tollgate Rd SW)
Etna, OH 43062)

and)

WILLIAM WILLIAMS)
10141 Tollgate Rd SW)
Etna, OH 43062)

DEFENDANTS.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through 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. 1345.07.

2. The actions of Defendants, Midwest Construction Services and Roofing, LLC, Jason Hauser, and William Williams (collectively “Defendants”), hereinafter described, have occurred 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 lies with this Court pursuant to the CSPA, R.C. 1345.01 et seq.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), as Defendants conducted activity in this county that gives rise to the claims for relief.

DEFENDANTS

5. Defendant Midwest Construction Services and Roofing, LLC (“Midwest Construction”) is a business entity registered with the State of Ohio with a principal place of business at 200 East Campus View Blvd, Columbus, Ohio, 43235.
6. Defendant Jason Hauser (“Hauser”) is an adult Ohio resident who was and is an owner, employee, officer, or director of Midwest Construction.
7. Upon information and belief, Defendant Hauser directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
8. Defendant William Williams (“Williams”) is an adult Ohio resident who is and was an officer, employee, or director Midwest Construction.

9. Upon information and belief, Defendant Williams directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
10. Defendants are “suppliers” as defined in R.C. 1345.01(C) since Defendants at all times relevant hereto were engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).
11. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in the HSSA, R.C. 1345.21(A) and (C), as they engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

12. In and prior to 1986, Defendant Williams served as chief operating officer of a home improvement company called Capital Basement Waterproofing, Inc. that provided basement waterproofing services.
13. In 1986 the Attorney General’s Office brought a civil action the Franklin County Court of Common Pleas, Case No. 86CV-10-6776, against Defendant Williams alleging that Defendant Williams violated the CSPA in relation to his involvement with Capital Basement Waterproofing, Inc.

14. On June 8, 1990 the Franklin County Court of Common Pleas entered an order in Case No. 86CV-10-6776 permanently enjoining Defendant Williams from committing future violations of the CSPA.
15. In and prior to 2002, Defendant Williams owned and operated several home improvement companies called AAA All Ohio Roofing, AAA ALL Ohio Roofing & Garages, All Ohio Garages, and AAA All Ohio Construction.
16. In 2002 the Attorney General's Office brought a civil action in the Franklin County Court of Common Pleas, Case No. 02CVH02-2119, against Defendant Williams alleging that Defendant Williams violated various consumer protection laws in relation to his operation of the companies listed in ¶ 15.
17. On February 27, 2003, the Franklin County Court of Common Pleas issued an order in Case No. 02CVH02-2119 against Defendant Williams permanently enjoining him, and all persons acting in concert and participation with him, from further violating the Consumer Sales Practices Act. The order also permanently enjoined Defendant Williams, and all persons acting in concert and participation with him, from engaging in consumer transaction until he had paid all consumer restitution, civil penalties, and other monetary amounts awarded in the order.
18. Defendant Williams has not paid all monetary amounts awarded in the summary judgment order for Case No. 02CVH02-2119.
19. Defendant Williams is Defendant Hauser's father-in-law.

20. Defendant Midwest Construction provides home improvement services, such as kitchen remodeling, bathroom remodeling, floor installation, and roofing repair to individuals.
21. Defendant Midwest Construction is a small company with approximately six employees.
22. Defendant Hauser is the primary owner Defendant Midwest Construction. Defendant Williams also makes many key decisions for the business, including contracting with subcontractors, contracting with consumers, and supervising the work performed.
23. Defendants contract with consumers to provide home improvement services to the consumers.
24. Defendants solicit consumers at the residences of consumers, including solicitations in response to or following invitations from consumers.
25. Defendants take deposits from consumers after the consumers have signed contracts.
26. For some transactions, Defendants do not perform any of the work contracted for. Defendants do not return the consumers' deposit or payments when requested to do so.
27. For some transactions, Defendants perform some of the work contracted for, but then cease work without completing all the work agreed to in the contract. Defendants do not return the consumers' deposits or payments when requested to do so.

28. Defendants' contracts give consumers a three business day right to cancel their contracts and receive a full refund. For some transactions, Defendants do not honor this right to cancel and do not return consumers' deposits when the consumers cancel.
29. Although Defendants' contracts give consumers a three day right to cancel their contracts, the cancelation notice does not match the requirements of the Notice of Cancellation required by the HSSA.
30. For some transactions, Defendants perform the work, but the work is performed in a shoddy or substandard manner. Defendants do not return the consumers' deposits or payments when requested to do so.
31. The Attorney General's Office has received consumer complaints regarding Defendants' practices. As of March 2, 2017 the Attorney General's Office has received 21 consumer complaints thus far against Defendant Midwest Construction, for an aggregate disputed amount of at least One-Hundred and Fifty Thousand Dollars (\$150,000).

PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

1. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.
2. 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 eight weeks to elapse without making shipment or delivery of the goods and

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 - SHODDY AND SUBSTANDARD WORK

3. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.
4. 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.
5. 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 – FAILURE TO HONOR NOTICES OF CANCELLATION

1. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.
2. Defendants committed unfair, deceptive, or unconscionable acts and practices in violation of R.C. 1345.02(A) and R.C. 1345.03(A), in connection with their provision of consumer transactions, by extending consumers a three day right to cancel, and then not refunding consumers when the consumer exercised the right to cancel.
3. 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: VIOLATIONS OF THE HSSA

COUNT I – FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RECISSION.

1. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.
2. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give the proper notice to consumers of their right to cancel their contract by a specific date.
3. 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:

1. **ISSUE A DECLARATORY JUDGMENT**, pursuant to R.C. 1345.07(A)(1) declaring that each act or practice described above violates the CSPA, R.C. 1345.01 et seq. in the manner set forth therein.
2. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants Midwest Construction Services and Roofing, LLC and Jason Hauser, their agents, servants, 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, from further violation of the CSPA, R.C. 1345.01 et seq, and from engaging in further consumer transactions until all consumer restitution awarded under this action has been paid.

3. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendant William Williams, individually or in concert with other persons, directly or indirectly, from engaging in consumer transactions as a supplier in the State of Ohio.
4. **ORDER** Defendants Midwest Construction Services and Roofing, LLC, Jason Hauser, and William Williams, pursuant to R.C. 1345.07(B) and R.C. 1345.07(B), to reimburse all consumers damaged by their unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.
5. **ASSESS, FINE, AND IMPOSE** upon Defendants Midwest Construction Services and Roofing, LLC, Jason Hauser, and William Williams, a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
6. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendants Midwest Construction Services and Roofing, LLC and Jason Hauser maintain in their possession and control for a period of five (5) years all business records relating to Midwest Construction Services and Roofing, LLC and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) notice to inspect and/or copy any and all such records.
7. **GRANT** the Ohio Attorney General its costs in bringing this action.

8. **ORDER** Defendants Midwest Construction Services and Roofing, LLC, Jason Hauser, and William Williams to pay all court costs.
9. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Jeffrey R. Loeser
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