

**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.)	
)	
ALL CITY ROOFING AND)	COMPLAINT AND REQUEST
CONSTRUCTION, LLC)	FOR DECLARATORY JUDGMENT,
300 Shanahan Rd.)	INJUNCTIVE RELIEF, CIVIL
Lewis Center, Ohio 43035)	PENALTIES, AND OTHER
)	APPROPRIATE RELIEF
)	
and)	
)	
RONALD J. REESE, individually)	
and dba ALL CITY ROOFING)	
AND CONSTRUCTION, LLC)	
243 Shanahan Rd.)	
Lewis Center, Ohio 43035)	
)	
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 All City Roofing and Contracting, LLC and Ronald J. Reese ("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.

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 Ronald J. Reese (“Defendant Reese”) is a natural person residing at 243 Shanahan Rd., Columbus, Ohio 43035.
6. Defendant All City Roofing and Construction LLC is registered as a Limited Liability Company with the Ohio Secretary of State. The original filing in 2009 was All City Roofing and Siding LLC. The name was changed in 2015 to Defendant All City Construction. The amendment was filed with the Ohio Secretary of State.
7. The principle place of business for Defendant All City Roofing and Construction, LLC (“Defendant All City”) was 300 Shanahan Rd., Lewis Center, Ohio 43035.
8. 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

9. Defendant Reese at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant All City Construction, causing, personally participating in, or ratifying the acts and practices of Defendants All City Construction, including the conduct giving rise to the violations described herein.

10. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services such as roof work and patio work and then failed to deliver some or all of the goods and services within eight weeks.
11. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refund.
12. After receiving payment, Defendants sometimes began work but failed to complete the work.
13. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.

COUNT I- FAILURE TO DELIVER

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-14 of this Complaint.
15. Defendants committed unfair or deceptive acts and 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.

COUNT II- UNFAIR AND DECEPTIVE ACTS AND PRACTICES

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-16 of this Complaint.
17. 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.
18. The acts and 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- UNSATISFIED JUDGMENT

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-19 of this Complaint.
20. 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 a previous consumer transaction.
21. 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 and its Substantive Rules in the manner set forth in the Complaint.
- B. 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 engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.

- C. 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.
- D. 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).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- 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
JENNIFER L. MILDREN (0087564)
Assistant Attorney General
Counsel for Plaintiff, State of Ohio
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614-466-8235