

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

State of Ohio, ex rel. )  
Attorney General Michael DeWine )  
30 E. Broad St., 14<sup>th</sup> Floor )  
Columbus, Ohio 43215 )

Plaintiff, )

v. )

Precision Power Systems of Ohio, LLC )  
761 Busch Court )  
Columbus, Ohio 43229 )

and )

Timothy Richards )  
7778 Cabbage Road )  
Westerville, Ohio 43081 )

Defendants. )

Case No.

Judge

**COMPLAINT FOR DECLARATORY  
JUDGMENT, INJUNCTIVE RELIEF,  
CONSUMER RESTITUTION, AND  
CIVIL PENALTY**

**JURISDICTION AND VENUE**

1. Michael DeWine, Attorney General of Ohio, 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 the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq. ("CSPA")

2. The actions of the Defendants, hereinafter described, have occurred in the State of Ohio, in Delaware County and other counties in Ohio and, as set forth below, are in violation of the CSPA.
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, and out of which this action arose, occurred in Delaware County.
5. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07.

#### **DEFENDANTS**

6. Defendant Precision Power Systems of Ohio, LLC (“Defendant Precision”) is an Ohio company that is registered with the Ohio Secretary of State under Registration No. 1824856 and has its principal place of business located at 761 Busch Court, Columbus, Ohio 43229.
7. Defendant Timothy Richards (“Defendant Richards”) is a natural person who resides at 7778 Cabbage Road, Westerville, Ohio 43081.
8. Defendant Richards is the owner and operator of Defendant Precision.
9. Defendant Precision is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Precision was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling and installing generators and service maintenance plans to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).

10. Defendant Richards is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Richards was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling and installing generators and maintenance plans to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).

11. Defendant Richards, by virtue of his position as owner of Defendant Precision, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in this Complaint.

### **STATEMENT OF FACTS**

12. Defendants are, and have been at all relevant times, engaged in the business of selling generators and service maintenance plans to consumers in the State of Ohio, including Delaware County.

13. Defendant Richards has represented himself as the sole owner and decision-maker for Defendant Precision in all matters relevant to this Complaint.

14. Upon information and belief, Defendant Precision acts only through Defendant Richards.

15. Defendants performed shoddy and unworkmanlike services to at least one consumer regarding the installation of a generator.

16. At least two consumers paid thousands of dollars to the Defendants as deposits on generators that were to be ordered and installed by the Defendants, but the consumers never received the generators or refunds of their deposits.

17. At least one consumer purchased a generator from the Defendants for thousands of dollars and never received the generator or a refund of the purchase amount.

18. Defendants sold maintenance plans to numerous consumers for prices between \$200.00 and \$465.00. These maintenance plans were prepaid plans where Defendants were to return one year after purchase to perform maintenance work on the generators. Defendants accepted money for these plans and never returned to perform the services.
19. Defendants have provided consumers with inconsistent and inadequate information regarding the goods ordered, delivery dates, installation dates, and refunds.
20. Defendants failed to deliver the products and services for which consumers paid and have failed to make refunds.
21. Defendants accepted money from consumers for the purchase of generators and maintenance plans even after going out of business.

### **PLAINTIFF'S CAUSES OF ACTION**

#### **COUNT I** **FAILURE TO DELIVER**

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-One (1-21) of this Complaint.
23. Defendants committed deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from consumers for goods and services and failing to make full delivery or provide refunds.

#### **COUNT II** **SHODDY AND UNWORKMANLIKE SERVICES**

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. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing shoddy and unworkmanlike services in connection with consumer transactions.

26. 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).

**COUNT III**  
**PRECARIOUS FINANCIAL CONDITION**

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

28. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions while knowing of the inability of the consumers to receive substantial benefit from the subject of the transactions. Defendants knew or should have known that due to their precarious financial position, the consumers would not receive the generators and/or services purchased.

29. 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 pursuant to R.C. 1345.05(A)(3).

**COUNT IV**  
**UNSATISFIED JUDGMENTS**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Nine (1-29) of this Complaint.

31. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments and legal obligations owed to consumers arising out of previous consumer transactions.
32. 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 pursuant to R.C. 1345.05(A)(3).

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays that this Court:

1. DECLARE that each act or practice complained of herein violates the CSPA and the Ohio Administrative Code in the manner set forth in the Complaint.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants and their agents, servants, representatives, salespeople, employees, independent contractors, successors and 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 further violating the CSPA, R.C. 1345.01 et seq.
3. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants from engaging in business as a supplier in any consumer transactions in the State of Ohio until all sums due under all judgments are paid in full, whether those judgments are issued by this Court or any other court against Defendants in favor of consumers who were harmed as a result of the Defendants' violations of the CSPA.
4. GRANT A JUDGMENT against Defendants, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair, deceptive and

unconscionable acts and practices, including, but not limited to, making restitution to consumers who entered into transactions with Defendants and never received the products or services contracted for and never received a refund of the money they paid to the Defendants.

5. ASSESS, FINE, and IMPOSE upon the Defendants a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
6. GRANT the Ohio Attorney General his costs in bringing this action.
7. ORDER the Defendants to pay all court costs.
8. 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 'Megan E. McNulty', is written over a horizontal line.

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