

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DeWINE
441 Vine Street, 1600 Carew Tower
Cincinnati, Ohio 45202

Plaintiff,

v.

JACOB WAGERS
6879 Franklin Madison Rd
Middletown, OH 45042

And

PREMIER CLAIMS SOLUTIONS LLC
6879 Franklin Madison Rd
Middletown, OH 45042

Defendant.

Case No.

Judge

COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
RESTITUTION AND CIVIL
PENALTIES

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS

FILED BUTLER CO.
COURT OF COMMON PLEAS

APR 14 2017

MARY L. SWAIN
CLERK OF COURTS

JURISDICTION AND PARTIES

1. Plaintiff, State of Ohio, by and through 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.* and R.C. 4722.01 *et seq.*
2. The actions of Defendants, hereinafter described, have occurred in multiple counties in the State of Ohio, including Butler County, and as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.*, the Home Construction

Service Suppliers Act (“HCSSA”), R.C. 4722.01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

3. 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 for home improvement services and products for a fee, within the meaning of R.C. 1345.01(A).
4. Defendant are “sellers” engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to “buyers” at the buyers’ personal residences in the State of Ohio, Butler County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
5. Defendants are “home construction service suppliers” as they contracted with an owner to provide home construction services for compensation, within the meaning of R.C. 4722.01(D).
6. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) and (6).

STATEMENTS OF FACTS

8. The Defendants did business as Premier Claims Solutions in Butler County and other Ohio counties.
9. Defendant Wagers controlled and directed the business activities and sales conduct of Premier Claims Solutions LLC, causing, personally participating in, or ratifying the acts and practices of it as described in the Complaint.

10. Defendants solicited consumers and accepted payments for home improvement goods and services within multiple counties in Ohio, including Butler County.
11. Defendants solicited owners and accepted payments for home construction services.
12. Defendants solicited and sold home improvement goods and services at the residences of buyers.
13. Defendants did not notify consumers of their cancellation rights.
14. Defendants did not provide consumers with a notice of cancellation.
15. Consumers attempted to cancel their contracts with the Defendants.
16. The Defendants refused to honor consumers' cancellation requests.
17. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
18. Defendants performed substandard, shoddy, and incomplete work and have failed to fix or complete the substandard, shoddy, and incomplete work.
19. Defendants' failure to perform contracted services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendants' work corrected and/or to complete the work Defendants were supposed to do.
20. Defendants have unpaid consumer judgments against them issued by Ohio courts.

COUNT I - FAILURE TO DELIVER

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.

22. 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, 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 – PERFORMING SUBSTANDARD / SHODDY WORK

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
24. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard, shoddy, and incomplete work and then failing to correct such work.
25. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT III – ENGAGING IN CONSUMER TRANSACTIONS WITH UNPAID JUDGMENTS OUTSTANDING

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
27. Defendants committed unfair or deceptive acts and practices in violation of the CSPA by continuing to engage in consumer transactions after having failed to pay an outstanding judgment stemming from a violation of the CSPA.

28. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT IV – VIOLATIONS OF THE HOME SOLICITATION SALES ACT

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
30. Defendants violated the CSPA, R.C. 1345.02 and the HSSA, R.C. 1345.23, by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
31. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT V – VIOLATIONS OF THE HOME CONSTRUCTION SERVICE SUPPLIERS ACT

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
33. Defendants violated the HCSSA, R.C. 4722.03 by:
- a. Failing to perform the home construction service in a workmanlike manner and
 - b. Failing to provide a full refund within a reasonable time period for good and services that they failed to deliver in accordance with the terms and conditions of their contract and for which they received payment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. DECLARE that each act or practice complained of herein violates the CSPA, the HSSA, and the HCSSA 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 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.*, the HSSA, R.C. 1345.21 *et seq.*, and the HCSSA, R.C. 4722.01 *et seq.*
- C. ORDER Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA, described herein pursuant to R.C. 1345.07(D).
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the HCSSA, described herein pursuant to R.C. 4722.07(D).
- F. ORDER that all contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices and in violation of the HSSA be rescinded with full restitution to the consumers.
- G. PROHIBIT Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state as a Supplier until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.

- H. GRANT Plaintiff its costs incurred in bringing this action.
- I. ORDER Defendants to pay all court costs associated with this matter.
- J. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

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