

IN THE COURT OF COMMON PLEAS
LAWRENCE COUNTY, OHIO

2013 SEP 27 AM 11:12

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

Case No. *130C 755*

Plaintiff,

v.

ALL SEASONS OF KENTUCKY INC.
c/o Melissa Knipp (registered agent)
2100 Daveys Run
Grayson, Kentucky 41143

Judge

and

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

ALL SEASONS CONTRACTING, INC.
c/o Carol Richard (registered agent)
9511 Corsair Rd, Unit C
Frankfort, Illinois 60423

Also serve

ALL SEASONS CONTRACTING, INC
24122 Bay to Bay Blvd.
Manhattan, Illinois 60442

and

LEO PATRICK RICHARD
a.k.a. Patrick Richard
24122 Bay to Bay Blvd.
Manhattan, Illinois 60442

and

CAROL RICHARD
24122 Bay to Bay Blvd.
Manhattan, Illinois 60442

Defendants.

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.*
2. Defendant All Seasons of Kentucky Inc. is a Kentucky corporation that had a principal place of business at 2100 Daveys Run, Grayson, KY 41143.
3. Defendant All Seasons Contracting Inc. is an Illinois corporation that had a principal place of business at 2100 Daveys Run, Grayson, KY 41143.
4. Defendants Carol and Patrick Richard reside at 24122 Bay to Bay Blvd., Manhattan, IL 60442.
5. The actions of Defendants, hereinafter described, have occurred in Lawrence County 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.*
6. 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 the repair, replacement, and/or installation of various home improvement products, namely roofs and siding, for a fee, within the meaning of R.C. 1345.01(A).
7. Defendants, as described below, were at all relevant times hereto "sellers" engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to "buyers" at the buyers' personal residences in Lawrence County in the State of Ohio

for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

8. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
9. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) and (6).

STATEMENTS OF FACTS

10. Defendants did business in Ohio as All Seasons of Kentucky and had a principle place of business at 2100 Daveys Run, Grayson, KY 41143.
11. All Seasons of Kentucky is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
12. On information and belief, Defendants Carol and Patrick Richard controlled and directed the business activities and sales conduct of Defendant All Seasons of Kentucky Inc., causing, personally participating in, or ratifying the acts and practices of All Seasons of Kentucky Inc. as described in the Complaint.
13. On information and belief, Defendants Carol and Patrick Richard controlled and directed the business activities and sales conduct of Defendant All Seasons Contracting, Inc., causing, personally participating in, or ratifying the acts and practices of All Seasons Contracting, Inc. as described in the Complaint.
14. Defendants solicited consumers and accepted payments for the repair or construction of various home improvement products, including roofs and siding, within Lawrence County in Ohio.
15. Defendants solicited and sold home improvement goods and services at the residences of buyers.

16. Defendants do not have a retail business establishment having a fixed permanent location in Ohio where the goods are exhibited or the services are offered for sale on a continuing basis.
17. Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation. A sample contract used by the Defendants is attached as Addendum A to this Complaint.
18. 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 failed to refund consumers' deposits or payments.
19. Defendants performed substandard and shoddy work in the construction and repair of home improvement goods and services.
20. After receiving payment, Defendants would sometimes begin to provide home improvement goods and services, but often failed to complete the work.
21. Defendants' failure to perform contracted home improvement 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.
22. At least 35 Ohio consumers have suffered monetary loss in excess of \$171,000 as a result of the actions of the Defendants.

PLAINTIFF'S CAUSE OF ACTION

COUNT I - FAILURE TO DELIVER

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 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

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
26. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
27. 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 – VIOLATIONS OF THE HOME SOLICITATION SALES ACT

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.
29. Defendants violated the HSSA, R.C. 1345.23(B), 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.
30. 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).

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 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.*, and the HSSA, R.C. 1345.21 *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. 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.
- 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



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Eric.Gooding@ohioattorneygeneral.gov
Counsel for Plaintiff, State of Ohio



ALL SEASONS OF KENTUCKY, INC.

MARL

2100 Daveys Run
Grayson, KY 41143
Phone: 606-315-0099 Alt: 606-474-0614
Toll Free Fax: 855-768-4864

- LICENSED
- BONDED
- INSURED

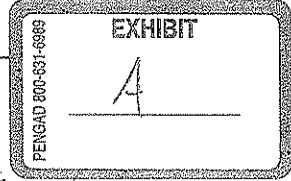
LOCALLY OWNED AND OPERATED

Proposal Submitted To <i>Insurance Company</i>	Phone # <i>502-330-0000</i>	Work #	Date <i>1/20/10</i>
Street <i>5000 ...</i>	City/Zip Code <i>...</i>	Email	

INSTALL A 20, 25-year _____ 3 TAB SHINGLE _____ Color _____
Manufacturer/Style

INSTALL A 30, 40, 50-year _____ LAMINATED SHINGLE _____ Color _____
Manufacturer/Style

- STRIP OFF *ALL* Layer(s) of roofing. STRIP Wood Shingles and REDECK WITH _____ decking
- PREPARE the existing deck for the roof installation. Wood decking replaced at \$ _____ sheet/LF as needed
- Apply a *15* LB FELT BASE. Install a SHINGLE PERIMETER STARTER COURSE
- Replace all PLUMBING VENTS with LEAD TYPE. Reset existing heater vents and paint all to match
- CLOSED VALLEYS, with ice and water shield. OPEN VALLEYS with galvanized metal in W type _____ color
- NAIL each shingle with a minimum of 4 - 1" GALVANIZED NAILS. () RIDGE CAP 12" TAB or () Heavy _____ Type.
- REFLASH the Chlmney with New STEP FLASHING as needed and use ice and water shield around
- REPLACE drip edge with factory coated metal edging in _____ color as per insurance scope of loss
- ROOF to SIDE WALLS. Inspect and reseal the existing STEP FLASHING with ice and water shield
- REFLASH RESEAL REPLACE _____ SKYLIGHTS, _____ LENSES, _____ COLOR _____
- INSTALL _____ Aluminum Painted Turbines. _____ COLOR AIR HAWK VENTS _____ COLOR
- INSTALL _____ L.F. of Ridgevent System REMOVE and REPLACE existing power vent(s) _____
- REMOVE and REPLACE existing SIDING with our PREMIUM grade/type _____ siding per scope of loss in _____ color. REMOVE and REPLACE existing GUTTERS with our PREMIUM ALUMINUM SEAMLESS GUTTER SYSTEM in _____ color as per insurance scope of loss.
- REMOVE outside DEBRIS promptly from job. Roll yard/driveway with MAGNETIC NAIL SWEEPER
- OPEN RAFTERS CATHEDRAL PORCH CEILINGS SIDING STUCCO EXISTING LEAKS YES/NO
- If there is any HIDDEN SITE CONDITIONS or Roof Deflections, CONTRACTOR NOT responsible for pre-existing conditions
- TWO-YEAR NO LEAK SHINGLE LABOR WARRANTY. ONE-YEAR FLAT/LOW SLOPE WARRANTY



Additional Information: *Dual ...*

Contract Price: _____
Claim # *...* INS. CO. *...* Phone# *...*

ALL SEASONS CONTRACTING INC. will invest its time and expertise in assisting the Homeowner with the insurance claim. This proposal is contingent upon the insurance company paying for the roof, gutters, and/or siding and will be void only if the claim is disallowed by the insurance company. The Homeowner and ALL SEASONS CONTRACTING INC. will not be obligated unless the repairs are approved by the Homeowner's insurance company. The insurance company will determine and set the price of the claim. The Homeowners agree that ALL SEASONS CONTRACTING INC. will perform the work approved by the insurance company as specified on the insurance loss sheet. There will be no additional cost to the Homeowner. The Homeowner's out-of-pocket expense will not exceed the deductible amount plus any upgrade and add-ons.

Homeowner _____ ALL SEASONS CONTRACTING INC. _____
We hereby propose to furnish material and labor-complete in accordance with above specifications for the sum of.

\$ THE ONLY COST TO OWNER IS THEIR DEDUCTIBLE. THE BALANCE IS PAID BY INS. CO. PER FINAL LOSS INVOICE.

Proposal written by: _____ Date: _____ Cell # _____

Acceptance of Proposal - The above terms and conditions and those contained on the reverse side are satisfactory and are hereby accepted. You are authorized to do the work and will be specified by any insurance company. Payment will be made as outlined above.

SIGNATURE _____ READ NOTICE ON REVERSE SIDE. THANK YOU! Date: _____