

**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 <sup>th</sup> Floor | ) |                           |
| Columbus, Ohio 43215                    | ) |                           |
|                                         | ) | Judge:                    |
| Plaintiff,                              | ) |                           |
| v.                                      | ) |                           |
|                                         | ) |                           |
| REMODELING GROUP, LLC                   | ) | COMPLAINT AND REQUEST FOR |
| 5900 Roche Drive #695                   | ) | DECLARATORY JUDGMENT,     |
| Columbus, Ohio 43950                    | ) | INJUNCTIVE RELIEF, CIVIL  |
|                                         | ) | PENALTIES, AND OTHER      |
| and                                     | ) | APPROPRIATE RELIEF        |
|                                         | ) |                           |
| JOSHUA HICKMAN, individually            | ) |                           |
| and dba REMODELING                      | ) |                           |
| GROUP, LLC.                             | ) |                           |
| 5509 Turtle Station                     | ) |                           |
| Columbus, Ohio 43081                    | ) |                           |
|                                         | ) |                           |
| Defendants.                             | ) |                           |

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**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 Remodeling Group and Joshua Hickman ("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 Joshua Hickman is a natural person residing at 5509 Turtle Station, Columbus, Ohio 43081.
6. The principle place of business for Defendant Remodeling Group, LLC is 5900 Roche Drive #695, Columbus, Ohio 43950.
7. Defendant Remodeling Group is registered as a Limited Liability Company with the Ohio Secretary of State.
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 Hickman at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Remodeling Group LLC., causing, personally participating in, or ratifying the acts and practices of Defendant Remodeling Group LLC., 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 window replacement and roof work and failed to deliver some of those goods and services within eight weeks.
11. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refund.
12. Defendants have refused to provide refunds to consumers, claiming that they are entitled to keep 30% of the contract price as liquidated damages.
13. After receiving payment, Defendants sometimes began work but failed to complete the work.
14. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
15. Defendants represented to consumers that Defendants would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.

**COUNT I- FAILURE TO DELIVER**

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-15 of this Complaint.
17. 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 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- UNFAIR AND DECEPTIVE ACTS AND PRACTICES**

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. 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.
20. The acts or 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- UNCONSCIONABLE ACTS AND PRACTICES**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-20 of this Complaint.
22. Defendants committed unconscionable acts and practices in violation of the CSPA. R.C. 1345.03(A), as set forth in 1345.03(B)(5) by entering into consumer transactions on terms that they knew to be substantially one-sided in their favor.
23. The acts or 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).

**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



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JENNIFER L. MILDREN (0087564)

Assistant Attorney General

Counsel for Plaintiff, State of Ohio

Consumer Protection Section

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Columbus, Ohio 43215

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