



1345.01 et seq., and its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109.4-3-01 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)(3), in that Montgomery County is where the defendant conducted activity that gave rise to the claim for relief.

### **DEFENDANT**

5. Defendant Jessica A. Creech (“Creech”) is a natural person who resides at 216 Wall Street, Lewisburg, Ohio 45338.
6. The principal place of business for TJ Home Improvements was PO Box 364, Lewisburg, OH 45338.
7. TJ Home Improvements was registered as a Limited Liability Company with the Secretary of State until March 21, 2017.
8. Defendant Creech was the owner of TJ Home Improvements, and dominated, controlled, and directed the business activities and sales conduct of TJ Home Improvements, and exercised the authority to establish, implement, or alter the policies of TJ Home Improvements, and committed, allowed, directed, ratified, or otherwise caused the following unlawful acts to occur.
9. Defendant was a “supplier” as that term is defined in R.C. 1345.01(C), as she 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**

10. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services within eight weeks.
11. Defendant refused to refund consumers' deposits or payments despite consumers' requests for refunds.
12. Home improvement goods and services that were provided or attempted by Defendant were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

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

13. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twelve (1-12) of this complaint.
14. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide full refunds.

### **COUNT II – PERFORMING SUBSTANDARD / SHODDY WORK**

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through fourteen (1-14) of this complaint.
16. Defendant engaged in unfair or deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement services in an incomplete, shoddy, substandard, or unworkmanlike manner and failing to correct such work.

17. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violation 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. **DECLARE** that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in the complaint.
- B. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining the Defendant Creech, doing business under her own name, under the name TJ Home Improvements, or any other names, her agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with her, 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.* and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.
- C. **ORDER** Defendant to reimburse all consumers found to have been damaged by Defendant's unlawful actions.
- D. **ASSESS, FINE and IMPOSE** upon Defendant a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. **PROHIBIT** Defendant, 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

until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.

F. **ORDER** Defendant to pay all court costs.

G. **GRANT** such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Attorney General

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