

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

**STATE OF OHIO ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE**

30 E. Broad St., 14th Floor
Columbus, Ohio 43215

Plaintiff,

V.

ROBERT MYERS,
Individually, and DBA
PINK RIBBON PAINTING
7581 Cutters Edge Ct., Apt. C
Dublin, OH 43016

Defendant.

Case No:

Judge:

COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CIVIL
PENALTIES, AND OTHER
APPROPRIATE RELIEF

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. The actions of Robert Myers (“Defendant”), hereinafter described, have occurred in multiple counties in the State of Ohio, including Franklin County, 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.*
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(C)(1) and (3).

DEFENDANT

5. Defendant Myers is a natural person residing at 7581 Cutters Edge Ct., Apt. C, Dublin, Ohio 43016.
6. Defendant operated under the registered trade name Pink Ribbon Painting, a name he registered with the Ohio Secretary of State on July 31, 2013.
7. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as he 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).
8. Defendant engaged in “home solicitation sales” as a seller as that term is defined in R.C. 1345.21, as he made personal solicitations of his sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENTS OF FACTS

9. Defendant solicited consumers and accepted payments for home improvement goods and services, including power-washing, repair and painting or staining of interior or exterior surfaces, caulking, fixing a light and removing wallpaper, within multiple counties in Ohio, including Franklin County.
10. Defendant solicited and sold home improvement goods and services at the residences of buyers.

11. Defendant does not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
12. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and has refused to refund consumers' deposits or payments.
13. Defendant performed substandard, shoddy, and incomplete work when he provided home improvement services.
14. After receiving payment, Defendant would sometimes begin to provide contracted services, and then fail to complete the work.
15. Defendant's 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 Defendant's work corrected and/or to complete the work Defendant was supposed to do.
16. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I – FAILURE TO DELIVER

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through fifteen (1-16) of this Complaint.
18. Defendant 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 consumers 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

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1-18) of this Complaint.
20. Defendant 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.
21. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

COUNT 1:

FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RESCISSION

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twenty (1-21) of this Complaint.
23. Defendant violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contracts by a specific date and by failing to give consumers a cancellation form.

24. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations 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 and the HSSA in the manner set forth in the Complaint.
- B. ISSUE a Permanent Injunction enjoining the Defendant, his 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.*, and the HSSA, R.C. 1345.21 *et seq.*
- 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 of the CSPA, described herein pursuant to R.C. 1345.07(D).
- E. ORDER that all contracts entered into between Defendant 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. ISSUE AN INJUNCTION enjoining Defendant from engaging in business as a Supplier in any consumer transaction in this state until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.
- G. GRANT Plaintiff its costs incurred in bringing this action.
- H. ORDER Defendant to pay all court costs associated with this matter.
- I. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

/s/ Brandon C. Duck

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