

AUG 27 2018

AFTAB PUREVAL
COMMON PLEAS COURTS

IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO

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

Plaintiff,

v.

TERRY HAYNES, individually and
d/b/a A Plus Appliance Repair
6206 Bridgetown Road
Cincinnati, OH 45248

Defendant.

Case No. A 1804658

Judge

COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTICE RELIEF, RESTITUTION
AND CIVIL PENALTIES

JURISDICTION AND VENUE

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. 1345.07.

2. The actions of Defendant have occurred in Ohio, including Hamilton County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 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)(1) and 3(B)(3), in that Hamilton County is where Defendant resides and where Defendant conducted some of the transactions complained of herein.

DEFENDANT

5. Defendant Terry Haynes ("Haynes") is a natural person who, upon information and belief, resides at 6206 Bridgetown Road, Cincinnati, Ohio 45248.
6. Defendant Haynes conducted some of his business using the unregistered fictitious business name A Plus Appliance Repair.
7. Defendant is also purported to have conducted business using the name Rescue Appliance.
8. Defendant at all times relevant to this action was engaged in the business of soliciting, offering for sale, selling, or repairing home appliance goods or services to consumers in Hamilton County and in other counties in the state of Ohio.
9. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting, selling and repairing home appliance goods and

services for purposes that were primarily for personal, family, or household use, within the meaning of 1345.01(A).

STATEMENT OF FACTS

10. Defendant accepted monetary deposits from consumers for the purchase of home appliance repairs.
11. After receiving deposits, Defendant failed to deliver the home appliances services that were promised to consumers.
12. Consumers who did not receive their services requested refunds from Defendant.
13. Defendant failed to provide requested refunds to consumers for whom he did not deliver promised services.
14. Appliance repairs or services that were provided or attempted by Defendant were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.
15. Defendant informed consumers that their appliance repair services were covered by a one year parts warranty and a ninety day labor warranty.
16. When the appliances broke within the warranty period, Defendant did not perform the additional repairs.

COUNT I - FAILURE TO DELIVER

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through sixteen (1-16) of this complaint.
18. 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 services, failing to make full delivery of the promised services, and failing to provide full refunds.

COUNT II – PERFORMING SUBSTANDARD / SHODDY WORK

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through eighteen (1-18) of this complaint.
20. Defendant engaged in unfair or deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home appliance repairs and services in an incomplete, shoddy, substandard, or unworkmanlike manner, and then failing to correct the work.
21. 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).

COUNT III – WARRANTY

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through twenty-one (1-21) of this Complaint.
23. Defendant engaged in unfair or deceptive acts and practices in violation of R.C. 1345.02(A) and R.C. 1345.02(B)(10) of the CSPA by representing that consumer transactions involved a warranty when they did not.
24. 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 Haynes, doing business under his own name, under the names A Plus Appliance Repair and Rescue Appliance, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with him, 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 as a supplier 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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