

FILED
LUCAS COUNTY

2013 MAR 28 A 11:30

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS OF LUCAS COUNTY, OHIO

State of Ohio, ex rel.)
Attorney General Michael DeWine)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

Barnes Construction Companies, Inc.)
417 Osage Drive)
Maumee, Ohio 43537)

and)

Christopher Barnes)
3063 Indian Springs Road)
Maumee, Ohio 43537)

and)

Christina Barnes)
3063 Indian Springs Road)
Maumee, Ohio 43537)

Defendants.)

Case No. **CI0201302247**

Judge

Assigned to Judge McDonald

**COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
CONSUMER RESTITUTION, AND
CIVIL PENALTY**

JURISDICTION AND VENUE

1. Michael DeWine, Attorney General of Ohio, 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 the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq. ("CSPA")

2. The actions of the Defendants, hereinafter described, have occurred in the State of Ohio, in Lucas County and other counties in Ohio and, as set forth below, are in violation of the CSPA.
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 some of the transactions complained of herein, and out of which this action arose, occurred in Lucas County.
5. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07.

DEFENDANTS

6. Defendant Barnes Construction Companies, Inc. ("Defendant Barnes Construction") is an Ohio company that is registered with the Ohio Secretary of State under Registration No. 1964161 and has its principal place of business located at 417 Osage Drive, Maumee, Ohio 43537.
7. Defendant Christopher Barnes is a natural person who resides at 3063 Indian Springs Road, Maumee, Ohio 43537.
8. Defendant Christopher Barnes is the president, owner and operator of Defendant Barnes Construction.
9. Defendant Christina Barnes is a natural person who resides at 3063 Indian Springs Road, Maumee, Ohio 43537.

10. Defendant Christina Barnes is also an owner and operator of Defendant Barnes Construction.
11. Defendant Barnes Construction is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Barnes Construction was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling, advertising, and performing roofing and construction services to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).
12. Defendant Christopher Barnes is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Christopher Barnes was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling, advertising, and performing roofing and construction services to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).
13. Defendant Christina Barnes is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Christina Barnes was, at all times relevant herein, engaged in the business of effecting consumer transactions by selling, advertising, and performing roofing and construction services to consumers for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).
14. Defendant Christopher Barnes, by virtue of his position as president, owner, and operator of Defendant Barnes Construction, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in this Complaint.
15. Defendant Christina Barnes, by virtue of her position as owner and operator of Defendant Barnes Construction, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in this Complaint.

STATEMENT OF FACTS

16. Defendants are, and have been at all relevant times, engaged in the business of selling, advertising, and performing roofing and construction services to consumers in the State of Ohio, including Lucas County.
17. Defendant Christopher Barnes has represented himself as the president, owner and operator of Defendant Barnes Construction in all matters relevant to this Complaint.
18. Defendant Christina Barnes has represented herself as an owner and operator of Defendant Barnes Construction.
19. Upon information and belief, Defendant Barnes Construction acts only through Defendants Christopher and Christina Barnes.
20. Defendants performed shoddy and unworkmanlike services to consumers regarding the installation of roofs on their houses.
21. Consumers paid the Defendants for materials and labor for new roofs that were to be installed by the Defendants, but the consumers never received the roofs and never received refunds.
22. At least one consumer won a new roof from the Defendants after entering into a sweepstakes. This consumer was to receive a new roof installed by the Defendants with no cost to the consumer. The consumer has never received his new roof and the Defendants will not return his calls.
23. Defendants have provided consumers with inconsistent and inadequate information regarding the goods ordered, delivery dates, and installation dates.

24. Despite numerous phone calls and attempts to contact the Defendants by consumers regarding the installation or repair of their roofs or refunds of their money, the Defendants have been nonresponsive.

25. Defendants failed to deliver the products and services for which consumers paid and have failed to make refunds.

PLAINTIFF'S CAUSES OF ACTION

COUNT I **FAILURE TO DELIVER**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Five (1-25) of this Complaint.

27. Defendants committed deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from consumers for goods and services and failing to make full delivery or provide refunds.

COUNT II **SHODDY AND UNWORKMANLIKE SERVICES**

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Seven (1-27) of this Complaint.

29. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by performing shoddy and unworkmanlike services in connection with consumer transactions and failing to correct such work.

30. Such acts or practices 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
PRIZES

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
32. Defendants committed deceptive acts and practice in violation of the CSPA, R.C. 1345.02(A) and Ohio Adm. Code 109:4-3-06(D)(1), by notifying a consumer that the consumer has won a prize or will receive anything of value, if such is not the case.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

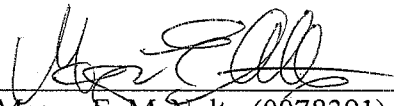
1. DECLARE that each act or practice complained of herein violates the CSPA and the Ohio Administrative Code in the manner set forth in the Complaint.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants and their agents, servants, representatives, salespeople, employees, independent contractors, successors and assigns and all persons acting in concert or participating with them, 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.
3. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants from engaging in business as a supplier in any consumer transactions in the State of Ohio until all sums due under all judgments are paid in full, whether those judgments are issued by this Court or any other court against Defendants in favor of consumers who were harmed as a result of the Defendants' violations of the CSPA.
4. GRANT A JUDGMENT against Defendants, jointly and severally, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair, deceptive

and unconscionable acts and practices, including, but not limited to, making restitution to consumers who entered into transactions with Defendants and never received the products or services contracted for and never received a refund of the money they paid to the Defendants.

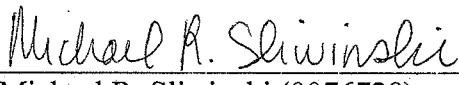
5. ASSESS, FINE, and IMPOSE upon the Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
6. GRANT the Ohio Attorney General his costs in bringing this action.
7. ORDER the Defendants to pay all court costs.
8. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio



Megan E. McNulty (0078391)
Assistant Attorney General
Consumer Protection Section
One Government Center, Suite 1340
Toledo, Ohio 43604
P: 419.245.2550 / F: 877.588.5480
Megan.McNulty@ohioattorneygeneral.gov

 *per [unclear]*

Michael R. Sliwinski (0076728) *Enm*
Assistant Attorney General
Consumer Protection Section
615 W. Superior Ave, 11th Floor
Cleveland, Ohio 44113
P: 216.787.3104 / F: 877.616.5276
Michael.Sliwinski@ohioattorneygeneral.gov

Counsel for Plaintiff, State of Ohio