

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Montgomery County is where the Defendant conducted activity that gave rise to the claim for relief.

DEFENDANT

5. Defendant Chris D. Walters (“Walters”) is a natural person residing at 183 S. Second Street, New Vienna, Ohio 45159.
6. The principle place of business for Chris Walters Roofing & Siding is 183 S. Second Street, New Vienna, Ohio 45159.
7. Chris Walters Roofing & Siding is an unregistered fictitious business name.
8. Defendant Walters is the owner of Chris Walters Roofing & Siding, and dominated, controlled, and directed the business activities and sales conduct of Chris Walters Roofing & Siding, and exercised the authority to establish, implement, or alter the policies of Chris Walters Roofing & Siding, 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 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).

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.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

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).

COUNT III – FAILURE TO REGISTER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through seventeen (1-17) of this complaint.
19. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to register or report the use of a fictitious business name with the Secretary of State prior to doing business in Ohio under such fictitious name, as required by R.C. 1329.01.
20. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant 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. **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 Defendant Walters, doing business under his own name, under the name Chris Walters Roofing & Siding, 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 in this state as a supplier 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,

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