

CARRIE L. RAUDENSCHIED  
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2. The actions of Defendant Kelly E. Lange, individually, and doing business as KL Topsoil Property Maintenance and any other name under which he has provided the goods and services at issue (“Defendant”), hereinafter described, have occurred in Hardin County and other counties in the State of Ohio 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.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. Pursuant to Ohio Civ. R. 3(B)(3), this Court has venue to hear this case because Defendant conducted activity that gives rise to the claims for relief in Hardin county.

**DEFENDANT**

5. Defendant is a natural person who, upon information and belief, resides at 10965 Walnut Street, Lakeview, Ohio 43331.
6. Defendant conducted some of his business using the business name KL Topsoil Property Maintenance (“KL”).
7. Defendant at all times relevant to this action was engaged in the business of soliciting, offering for sale, or selling home improvement goods and services to consumers in the State of Ohio, including in Hardin County.
8. 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 for and providing to consumers various home improvement goods or services for a fee, that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

### STATEMENT OF FACTS

9. Defendant at all times pertinent hereto controlled and directed the business activities and sales conduct of KL, causing, personally participating in, or ratifying the acts and practices of KL, including the conduct giving rise to the violations described herein.
10. Defendant used various methods to solicit consumers, including posting advertisements on the website Craigslist.com and placing advertisements in "The County Classifieds," a northwest Ohio circular.
11. One of Defendant's advertisements stated that Defendant could provide a variety of services, including "property clean up," "Household moving & hauling," and "Demolition of houses and barns."
12. Defendant requested and received large monetary deposits from consumers for the purchase of home improvement goods or services.
13. Defendant requested that consumers' deposits be made in cash
14. Per Defendant's requests, consumers made deposits in cash.
15. Consumers who paid via check made the checks out to Defendant personally, per Defendant's instructions.
16. Defendant entered into some transactions with consumers without utilizing a written contract or any other written document.
17. Defendant accepted deposits from consumers without providing a written receipt.
18. Defendant entered into some transactions with consumers where the only written document memorializing the agreement was a scrap of paper containing a few handwritten words.

19. Defendant represented to the consumers whose deposits he took that he would promptly begin and complete the work he agreed to perform, but then routinely made excuses for why he could not begin the work immediately.
20. After accepting money from consumers for home improvement goods or services, Defendant failed to provide the goods or services within eight (8) weeks.
21. After receiving the deposit, at times Defendant began the work but failed to complete the work.
22. After receiving the deposit, at times Defendant failed to begin and thus never completed the work for which consumers paid.
23. Consumers whose goods or services were not provided or completed requested refunds from Defendant.
24. After failing to complete the work he promised to do, Defendant refused to refund consumers' deposits or other payments despite the consumers' requests for refunds.
25. Defendant performed the services that he did attempt in an incomplete, shoddy, or unworkmanlike manner.
26. Defendant failed to register the fictitious business name KL Topsoil Property Maintenance with the Ohio Secretary of State.

### **COUNT I**

#### **FAILURE TO DELIVER**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs **One through Twenty-Six (1-26) of this Complaint.**
28. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and O.A.C. 109:4-3-09(A)(2), the Failure to Deliver Rule, 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 consumer 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.

29. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and O.A.C. 109:4-3-09(A)(1), the Failure to Deliver Rule, by advertising or promising prompt delivery of the goods or services consumers purchased without having taken reasonable action to insure that he would be able to make the delivery promptly.

## **COUNT II**

### **FAILURE TO REGISTER**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Six (1-26) of this Complaint.
31. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by failing to register his fictitious business name with the Ohio Secretary of State.
32. 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 inspections pursuant to R.C. 1345.05(B)(2).

### **COUNT III**

#### **FAILURE TO COMPLY WITH THE DEPOSIT RULE**

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Six (1-26) of this Complaint.
34. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and O.A.C. 109:4-3-07, the Deposit Rule, by accepting monetary deposits from consumers and failing to provide them a written receipt containing all of the information required by O.A.C. 109:4-3-07(B).

### **COUNT IV**

#### **SHODDY WORKMANSHIP**

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Six (1-26) of this Complaint.
36. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by delivering work in an incomplete, shoddy, or unworkmanlike manner.
37. 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 inspections pursuant to R.C. 1345.05(B)(2).

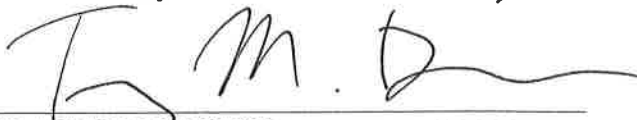
### PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in this Complaint violates the CSPA and its Substantive Rules in the manner set forth herein.
- B. **ISSUE A PERMANENT INJUNCTION** enjoining Defendant, doing business under his own name or under KL Topsoil Property Maintenance or any other name, his agents, representatives, employees, successors, or assigns, and all persons, corporations, or other business entities acting in concert or participation with him, directly or indirectly, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA.
- C. **ORDER** Defendant, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of Defendant as set forth in this Complaint.
- 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 AN INJUNCTION** prohibiting Defendant from engaging in any consumer transactions in this state until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.
- F. **GRANT** Plaintiff its costs incurred in bringing this action.
- G. **ORDER** Defendant to pay all court costs associated with this matter.
- H. **GRANT** such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Ohio Attorney General

A handwritten signature in black ink, appearing to read 'T.M. Dickens', written over a horizontal line.

TRACY MORRISON DICKENS (0082898)  
Associate Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215  
614-466-3999  
866-449-0989 (fax)  
Tracy.Dickens@ohioattorneygeneral.gov

*Counsel for Plaintiff, State of Ohio*