

IN THE COURT OF COMMON PLEAS
MARION COUNTY, OHIO

STATE OF OHIO, ex rel.
ATTORNEY GENERAL

MICHAEL DEWINE
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

PLAINTIFF,

v.

BELTRAN CONSTRUCTION, LLC
676 Bellefontaine Ave, Suite A
Marion, Ohio 43302

and

Jon Settlemire
676 Bellefontaine Ave, Suite A
Marion, Ohio 43302

DEFENDANTS.

Case No:

2014 CV 0465

Judge:

JUDGE WILLIAM R. FINNEGAN

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

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through counsel, 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 Defendants, Beltran Construction, LLC, and Jon Settlemire ("Defendants"), hereinafter described, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.

3. Jurisdiction over the subject matter lies with this Court pursuant to the Consumer Sales Practices Act, R.C. 1345.01 et seq.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), as Defendants conducted activity in this county that gives rise to the claims for relief.

DEFENDANTS

5. Defendant Beltran Construction LLC (“Beltran”) is a limited liability company with a principal place of business at 676 Bellefontaine Ave, Suite A, Marion Ohio, 43302.
6. Defendant Jon Settlemire (“Settlemire”) is an adult Ohio resident who was and is an employee, officer, or director of Beltran Construction, LLC.
7. Upon information and belief, Defendant Settlemire directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
8. Defendants are “suppliers” as defined in R.C. 1345.01(C) since Defendants at all times relevant hereto were engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

STATEMENT OF FACTS

9. Defendants operate a home improvement company that performs repairs and builds upgrades on residential homes.

10. Defendants contracted with residential homeowners to perform repairs and build upgrades on the homeowners' homes.
11. As part of the building process, Defendants contracted with subcontractors and material suppliers to provide services and materials for the projects.
12. During the time period relevant to this complaint, Defendants failed to pay its subcontractors and suppliers for their services and materials. As a result, the subcontractors and suppliers placed mechanic's liens upon the homeowners' homes. The liens prevent the homeowners from selling or refinancing their homes, and subject the homeowners to possible foreclosure by the lienholder.
13. Defendants have not paid off the debts resulting in these mechanic's liens, despite the fact that in some instances the liens were placed over a year ago.
14. In addition to not paying their subcontractors or suppliers, Defendants at times failed to deliver or provide the services they contracted for.
15. When Defendants did provide services, the services they provided were sometimes of a shoddy and unworkmanlike manner.

FIRST CAUSE OF ACTION

Violations of the Consumer Sales Practices Act

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Fifteen (1-15) of this Complaint.
17. Defendants have engaged in unfair, deceptive and/or unconscionable acts and practices in violation of R.C. §§ 1345.02, 1345.03, and the Failure to Deliver Rule, 109:4-3-09 in connection with its solicitation and provision of home improvement services by: a) failing to deliver services, b) performing services in

a shoddy or unworkmanlike manner, and c) failing to compensate a subcontractor or supplier for goods and/or services provided which resulted in a mechanic's lien on the consumer's property.

18. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, 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).

PRAYER FOR RELIEF

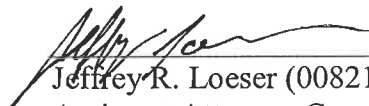
Wherefore, Plaintiff respectfully requests that this Court:

1. **ISSUE A PERMANENT INJUNCTION** enjoining Defendants Beltran Construction, LLC, and Jon Settlemire, their agents, servants, representatives, salespeople, employees, successors or 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 violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Plaintiff's Cause of Action violates the Consumer Sales Practices Act, R.C. 1345.01 et seq. in the manner set forth therein.
3. **ORDER** Defendants Beltran Construction, LLC, and Jon Settlemire, pursuant to R.C. 1345.07(B), to reimburse all consumers damaged by their unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.

4. **ASSESS, FINE, AND IMPOSE** upon Defendants Beltran Construction, LLC, and Jon Settlemire a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
5. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendants Beltran Construction, LLC, and Jon Settlemire maintain in their possession and control for a period of five (5) years all business records relating to Beltran Construction, LLC and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) notice to inspect and/or copy any and all such records.
6. **GRANT** the Ohio Attorney General its costs in bringing this action.
7. **ORDER** Defendants Beltran Construction, LLC, and Jon Settlemire to pay all court costs.
8. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General


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