

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

STATE OF OHIO ex rel.
OHIO ATTORNEY GENERAL
DAVE YOST
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

UNITED HOME SOLUTIONS LLC
6971 London-Groveport Road
Grove City, Ohio 43123

and

ROBERT J. COLLINS, individually and
d/b/a UNITED HOME SOLUTIONS LLC
6791 London-Groveport Road
Grove City, Ohio 43123

Defendants.

CASE NO.

A 1901122

JUDGE

**COMPLAINT AND REQUEST FOR
DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CONSUMER
DAMAGES, AND CIVIL PENALTIES**

COPY FILED
CLERK OF COURTS
HAMILTON COUNTY

MAR - 4 2019

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COMMON PLEAS COURTS

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, 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 the Attorney General by R.C. 1345.07.
2. The actions, described below, of Defendants United Home Solutions LLC and Robert J. Collins, individually and doing business as United Home Solutions LLC ("Defendants"), have occurred in the State of Ohio, including in Hamilton County, and are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules,

Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 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(C)(3), in that Hamilton County is where Defendants conducted some of the transactions complained of herein.

DEFENDANTS

5. Defendant Robert J. Collins (“Collins”) is a natural person who resides at 6971 London-Groveport Road, Grove City, Ohio 43123.
6. Defendant United Home Solutions LLC (“UHS”) is an Ohio limited liability corporation.
7. Defendant Collins is the owner of Defendant UHS.
8. Defendant UHS previously represented that it had an office located at 5554 Eureka Drive, Suite L, Hamilton, Ohio 45011.
9. Defendant Collins did business using the name United Home Solutions LLC.
10. Defendant Collins directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant UHS, as described in this Complaint.
11. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services, including roofing installation and repair services, to consumers.
12. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods and

services to individuals in Hamilton County and other counties in Ohio for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

13. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

14. Defendants solicited and sold home improvement goods and services, including roofing installation and repair services, at the residences of consumers.
15. Defendants did not have a physical business location where their goods were exhibited or where their services were offered for sale on a continuing basis.
16. Defendants encouraged consumers to file insurance claims to fix their roofs, and then would have the consumers give them their insurance money when they received payment from their insurance companies.
17. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services.
18. Defendants’ form contracts, which consumers sign, do not properly notify consumers about their right to cancel the contract.
19. Defendants failed to provide consumers with proper “notice of cancellation” forms describing the consumers’ right to cancel the contracts within three days.

20. After accepting money from consumers for home improvement goods or services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.
21. For some consumers, Defendants began to provide the services but did not complete the work.
22. Consumers who did not receive their goods or services requested refunds from Defendants.
23. Defendants failed to provide requested refunds to consumers for whom they did not deliver the promised goods or services.
24. Home improvement repairs or services that were provided or attempted by Defendants were performed in an incomplete, shoddy, substandard, or unworkmanlike manner.

FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Failure to Deliver

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Four (1-24) of this Complaint.
26. Defendants 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 – Shoddy Workmanship

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Four (1-24) of this Complaint.

28. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner.
29. 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).

SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA

Count I – Failure to Provide Proper Notice of Right to Cancel

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Four (1-24) of this Complaint.
31. Defendants violated the HSSA, R.C. 1345.23(B) and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.
32. 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).

PRAYER FOR RELIEF

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

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants Robert J. Collins and United Home Solutions LLC, doing business under their own names or any other names, their agents, 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 violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. DECLARE that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages, including non-economic damages, to all consumers injured by the conduct of Defendants.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transactions in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and by any other Court in Ohio, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

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

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