

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

COMMON PLEAS COURT
2016 JUN 30 AM 8:11

FILED
DAVID B. WADSWORTH
MEDINA COUNTY
CLERK OF COURTS

STATE OF OHIO ex rel.)
OHIO ATTORNEY GENERAL)
MICHAEL DEWINE)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

CASE NO.

16CIV0341

JUDGE:

CHRISTOPHER J. COLLIER, JUDGE

Plaintiff,

v.

BENOVIC CONSTRUCTION, LLC)
173 31st Street NW)
Barberton, OH. 44203-5253)

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

and)

CASSIE BENOVIC, individually)
999 Township Rd. 133)
West Salem, OH. 44287-9610)

Defendants.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through Attorney General 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 the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. The actions of Defendants Benovic Construction, LLC and Cassie Benovic, hereinafter described, have occurred in Medina County, and are in violation of the

- Consumer Sales Practices Act, R.C. 1345.01 et seq. ("CSPA"), its Substantive Rules, and the Home Solicitation Sales Act, R.C. 1345.21 et seq. ("HSSA").
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
 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 Medina County, Ohio.

DEFENDANTS

5. Defendant Benovic Construction, LLC ("Benovic Construction") is a Domestic Limited Liability Company with its principal place of business located at 173 31st Street NW, Barberton, Ohio 44203.
6. Benovic Construction has been a registered domestic LLC since March, 2015.
7. Defendant Cassie Benovic ("Benovic") is a natural person who resides at 999 Township Rd. 133, West Salem, Ohio 44287.
8. On information and belief, Defendant Benovic at all times pertinent hereto directed, controlled, and participated in the business activities and sales conduct of Defendant Benovic Construction, including the conduct giving rise to the violations described herein.
9. Defendants are "suppliers" as they were, at all times relevant herein, 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 personal, family or household in nature, as those terms are defined in the CSPA, R.C. 1345.01(A), (C), and (D).

10. Defendants, as described below, were at all times relevant herein, engaged in “home solicitation sales” as that term is defined in HSSA, R.C. 1345.21(A), as they engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

11. Defendants accepted payment from consumers for the purchase of home improvement goods and services, such as roof repairs, and allowed eight weeks to elapse without delivering the goods or services, offering a full refund, or furnishing goods or services of equal or greater value.
12. On at least one occasion, Defendants started construction on the consumer’s home, but failed to complete the contracted job.
13. At the time of the transactions, Defendants failed to provide consumers with proper notice of cancellation forms describing the consumers’ right to cancel the transactions.
14. To date, no refunds have been made to consumers.

VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT ONE **FAILURE TO DELIVER**

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. Defendants have committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and 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 goods or services of equal or greater value as a good faith substitute.

VIOLATIONS OF THE HOME SOLICITATION SALES ACT

COUNT ONE

FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RECISSION

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Fourteen (1-14) of this Complaint.
18. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give a proper notice to consumers of their right to cancel their contract by a specific date.
19. 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 an order declaring that the acts or practices described herein violate the CSPA, its Substantive Rules, and the HSSA in the manner set forth in this Complaint.
- B. ISSUE a permanent injunction, enjoining Defendants Cassie Benovic and Benovic Construction, their agents, servants, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these any other names, from engaging in acts or practices described in this

Complaint and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HSSA, R.C. 1345.02 et seq.

- C. ISSUE a permanent injunction prohibiting Defendants Cassie Benovic and Benovic Construction from acting as “suppliers” as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until the final ordered restitution of this matter is satisfied in its entirety.
- D. ORDER Defendants Cassie Benovic and Benovic Construction, jointly and individually liable for reimbursement to all consumers injured by the conduct of the Defendants as set forth in the Complaint, pursuant to R.C. 1345.07(B)
- E. ASSESS, FINE AND IMPOSE upon Defendants 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).
- F. GRANT the Ohio Attorney General his costs in bringing this action.
- G. ORDER Defendants to pay all court costs.
- H. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General



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