

CLERK COMMON
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LICKING CO. OHIO

IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO

2019 JUL 15 AM 11:20

GARY R. WALTERS
CLERK

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

Plaintiff,

v.

RONALD RANDALL SLUSHER
DBA A1 CONCRETE FINISHING
10220 Newark Rd.
Nashport, Ohio 43830

Defendant.

Case No: 19CV0724

Judge: TMM

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

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, 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 him by R.C. 1345.01 *et seq.*
2. The actions of Ronald Randall Slusher dba A1 Concrete Finishing ("Defendant"), hereinafter described, have occurred in Licking 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 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)(1), (3) and (6), in that Defendant resides in Licking County, Defendant conducted activity giving rise to the claims for relief in Licking County, and all or part of the claims for relief arose in Licking County.

DEFENDANT

5. Defendant Ronald Randall Slusher is a natural person residing at 10220 Newark Rd., Nashport, Ohio 43830.
6. Defendant operates under the unregistered fictitious trade name A1 Concrete Finishing.
7. 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 and selling to consumers goods and services for a fee, specifically concrete repair and installation, within the meaning of R.C. 1345.01(A).
8. Defendant engaged in "home solicitation sales" as a "seller" as that term is defined in R.C. 1345.21, as he made personal solicitations of his sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

9. Defendant engaged in the business of providing goods and services to consumers including concrete repair and installation and failed to deliver some of those goods and services within eight weeks.

10. Defendant has refused to refund consumers' deposits or payments despite consumers' requests for refunds.
11. After receiving payment, Defendant sometimes began work but failed to complete the work.
12. Defendant provided shoddy and substandard home repair services to consumers and then failed to correct such services.
13. Defendant represented to consumers that he would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
14. Defendant conducted business under the name A1 Concrete Finishing, a fictitious name not registered with the Ohio Secretary of State.
15. At the time of the transactions, Defendant failed to provide consumers with notice of their right to cancel their transactions within three business days.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-15 of this Complaint.
17. Defendant 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 and services ordered, making a full

refund, advising the consumers 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.

COUNT II- SHODDY AND SUBSTANDARD WORK

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
20. The acts or practices described above 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).

COUNT III – UNREGISTERED FICTITIOUS NAME

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-20 of this Complaint.
22. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to register his fictitious name with the Ohio Secretary of State as required by R.C. 1329.01(D).
23. The acts or practices described above 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).

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

FAILURE TO PROVIDE NOTICE OF RIGHT TO CANCEL

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-23 of this Complaint.
25. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to provide consumers with notice of their right to cancel their transactions within three business days.
26. The acts or practices described above 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. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, its Substantive Rules, and the HSSA, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendant, his agents, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.*

- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendant a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs incurred in bringing this action.
- F. ORDER Defendant to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General



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