

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
MICHAEL DEWINE	)	Case No:
30 E. Broad St., 14 th Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
BL CONCRETE CONSTRUCTION, LLC	)	COMPLAINT AND REQUEST FOR
4855 Township Road 49	)	DECLARATORY JUDGMENT,
Galion, Ohio 44833	)	INJUNCTIVE RELIEF, CIVIL
	)	PENALTIES, AND OTHER
and	)	APPROPRIATE RELIEF
	)	
LAWRENCE M. HURST,	)	
aka LARRY HURST, individually,	)	
and dba BL CONCRETE	)	
CONSTRUCTION, LLC	)	
5002 Township Road 96	)	
Frederick-Town, Ohio 43019	)	
	)	
Defendants.	)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its 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. 1345.01 *et seq.*

2. The actions of BL Concrete Construction, LLC and Larry Hurst ("Defendants"), hereinafter described, have occurred in Franklin 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 the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21.

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(B)(2) and (3).

DEFENDANTS

5. Defendant Larry Hurst is a natural person residing at 5002 Township Road 96, Fredericktown, Ohio 43019.
6. The principal place of business for Defendant BL Concrete Construction, LLC is 4855 Township Road 49, Galion, Ohio 44833.
7. Defendant BL Concrete Construction, LLC is registered as a Limited Liability Company with the Ohio Secretary of State.
8. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for home remodeling and repair goods and services for a fee, within the meaning of R.C. 1345.01(A).
9. Defendant Hurst at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant BL Concrete Construction, LLC, causing, personally participating in, or ratifying the acts and practices of Defendant BL Concrete Construction, LLC, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, such as materials and installation services for patios, driveways, and sidewalks, and failed to deliver some of those goods and services within eight weeks.
11. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refund.
12. After receiving payment, Defendants sometimes began work but failed to complete the work.
13. Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
14. Defendants represented to consumers that Defendants would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
15. One consumer obtained a judgment against Defendant Hurst in Delaware Municipal Court of Delaware County arising out of a consumer transaction and Defendant Hurst has not satisfied said judgment.
16. At the time of the transactions, Defendant failed to provide consumers with proper notices of cancellation forms describing the consumers' rights to cancel the transactions.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATION OF THE CSPA

COUNT I- FAILURE TO DELIVER

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-16 of this Complaint.
18. Defendants 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 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.

COUNT II- SHODDY AND SUBSTANDARD WORK

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-18 of this Complaint.
20. Defendants 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.
21. The acts or practices described above 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).

COUNT III- UNSATISFIED JUDGMENT

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-21 of this Complaint.
23. Defendant Hurst committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having an unsatisfied judgment and legal obligation owed to a consumer arising out of a previous consumer transaction.
24. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant Hurst committed said violations after such decisions were available for public inspection.

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

COUNT 1:

FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RESCISSION

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.
26. Defendants violated the Home Solicitation Sales Act, 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.

27. The act or practice described above has 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.

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 Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, 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.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants 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. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action.
- G. ORDER Defendants 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
Attorney General

/s/ Brandon C. Duck
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