

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
JONATHAN S. WANKO)	COMPLAINT AND REQUEST FOR
463 N. High St. APT 3B)	DECLARATORY JUDGMENT,
Columbus, Ohio 43215)	INJUNCTIVE RELIEF, CIVIL
)	PENALTIES, AND OTHER
and)	APPROPRIATE RELIEF
)	
ROOFING AND PAVING)	
SOLUTIONS LLC)	
920 County Line Rd. W)	
Westerville, Ohio 43082)	
)	
Defendants.)	

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 Jonathan S. Wanko and Roofing and Paving Solutions LLC ("Defendants"), hereinafter described, have occurred in Franklin 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 its substantive rules, 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) and (6), in that Defendants conducted activity that gave rise to the claims for relief in Franklin County and Franklin County is the county in which all or part of the claims for relief arose.

DEFENDANT

5. Defendant Jonathan S. Wanko (“Wanko”) is a natural person residing at 463 N. High St. APT 3B, Columbus, Ohio 43215,
6. Defendant Roofing and Paving Solutions LLC (“RPS”) is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State under Entity Number 2211060 on June 27, 2013.
7. Defendants operated under the name Paving Solutions, a fictitious business name not registered 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 repair and installation of driveway paving material, exterior home repairs, and goods and services for a fee, within the meaning of R.C. 1345.01(A).
9. As defined in R.C. 1345.21(A)(C) and (D), the Defendants are “sellers” as they engaged in the business of effecting “home solicitation sales” by soliciting “buyers” at their residences where they sold home improvement services which were primarily for the buyers’ personal, family or household use.

10. Defendant Wanko at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant RPS, causing, personally participating in, or ratifying the acts and practices of Defendant RPS, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

11. Defendants engaged in the business of providing goods and services to consumers, including installation of driveway paving material, driveway and pavement repair, and, in at least one instance, installation of an outdoor drain, and failed to deliver some of those goods and services within eight weeks.
12. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
13. Defendants accepted substantial payments from consumers, but failed to begin work for which they were paid.
14. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
15. After receiving payment, Defendants sometimes began work but failed to complete the work.
16. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
17. Defendants provided shoddy and substandard installation of driveway paving material, driveway and pavement repair, and other services to consumers and then failed to correct

such work. In some instances, Defendants' shoddy workmanship caused additional damage to consumers' properties.

18. Defendants failed to register their fictitious business name, Paving Solutions, with the Ohio Secretary of State.

19. Defendants failed to honor the workmanship warranty on the consumers' contracts.

20. At the time of the transactions, Defendants failed to provide proper notice to consumers of their rights to cancel the transactions, including providing a detachable notice of cancellation form.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-20 of this Complaint.

22. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) 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 AND SUBSTANDARD WORK

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-22 of this Complaint.

24. 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.

25. 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-FAILURE TO REGISTER FICTITIOUS BUSINESS NAME

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-25 of this Complaint.

27. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by operating a business using a fictitious business name without properly registering that name and making all required ownership disclosures with the Ohio Secretary of State as required by R.C. 1329.01.

28. 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 IV-FAILURE TO HONOR WARRANTY

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-28 of this Complaint.

30. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345(B)(10), by representing that a consumer transaction involved a warranty when that representation was false.

31. 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).

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

**FAILURE TO PROVIDE PROPER NOTICE OF THREE-DAY RIGHT OF
RESCISSION**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.

33. Defendants violated the HSSA, R.C. 1345.23, the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-11(A)(5) by failing to evidence sales with written agreements that provide proper notice to consumers of their rights to cancel their transactions, including providing seller signed and dated detachable notice of cancellation forms.

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, 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, R.C. 1345.21 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual 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, including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. ORDER Defendants jointly and severally liable for all monetary amounts awarded herein.
- I. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

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