

**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.)	
)	
NICHOLAS COOPER)	COMPLAINT AND REQUEST
d/b/a A-Z AUTO BODY and d/b/a A-Z)	FOR DECLARATORY
AUTO BODY REPAIR & CLASSIC)	JUDGMENT, INJUNCTIVE RELIEF,
RESTORATION)	CONSUMER RESTITUTION,
6037 Edgewood Circle)	CIVIL PENALTIES, AND
Dublin, OH 43017)	OTHER APPROPRIATE RELIEF
)	
Defendant.)	

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 Defendant, Nicholas Cooper d/b/a A-Z Auto Body and d/b/a Auto Body Repair and Classic Restoration ("Defendant"), hereinafter described, have occurred in Franklin County in the State of Ohio and, as set forth herein, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *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).

DEFENDANT

5. Defendant is a natural person with a last known address at 6037 Edgewood Circle, Dublin, Ohio 43017.
6. Defendant, at all times relevant hereto, owned a motor vehicle repair business that operated at 4675 Karl Rd., Columbus, Ohio 43229 under the names A-Z Auto Body and A-Z Auto Body Repair and Classic Restoration and Defendant personally operated, controlled, and directed the activities of said business.
7. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting and soliciting “consumer transactions” by soliciting individual consumers in the State of Ohio to enter into transactions for motor vehicle repair services for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
8. Defendant, at all times relevant hereto, acted as a “motor vehicle collision repair operator,” as that term is defined in R.C. 4775.01(D), as he performed five or more motor vehicle collision repairs in a calendar year.

STATEMENT OF FACTS

9. Defendant, at all times relevant hereto, solicited individual consumers to enter into consumer transactions for motor vehicle repair services.
10. Although Defendant acted as a “motor vehicle collision repair operator,” Defendant was not registered with the Motor Vehicle Collision Repair Board.

11. Defendant accepted monetary deposits and/or payments from consumers for motor vehicle repair services, but in some instances failed to provide the services when represented, including the allowance of more than eight weeks to elapse without providing the 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 services of equal or greater value as a good faith substitute.
12. Despite consumers' demands to do so, Defendant has not refunded consumer deposits and/or payments for the motor vehicle repair services that Defendant failed to provide.
13. Defendant in some instances provided or attempted vehicle repair services for consumers, but did so in an incomplete, shoddy, substandard, or unworkmanlike manner and then failed to correct such work.

COUNT I - FAILURE TO DELIVER

14. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 13 of this Complaint.
15. 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 services and then permitting more than eight weeks to elapse without providing the 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

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 15 of this Complaint.
17. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing incomplete, shoddy, substandard, or unworkmanlike work and then failing to correct such work.
18. 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 – FAILURE TO REGISTER AS A
MOTOR VEHICLE COLLISION REPAIR OPERATOR**

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1 through 18 of this Complaint.
20. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(G), by conducting business as a “motor vehicle collision repair operator” without being registered with the Motor Vehicle Collision Repair Board, as required by R.C. 4775.02.
21. 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 and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining Defendant, doing business under his own name, the names A-Z Auto Body or A-Z Auto Body Repair & Classic Restoration, or any other names, together with his officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with him directly or indirectly through any corporate device, partnership or association, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*
- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay 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, including but not limited to, the cost of collecting on any judgment awarded.
- F. ORDER Defendant to pay all court costs associated with this matter.
- G. ORDER Defendant be enjoined from engaging in consumer transactions as a supplier in the State of Ohio until he has satisfied all monetary amounts ordered to be paid in this action.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ W. Travis Garrison
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