

IN THE COURT OF COMMON PLEAS  
MIAMI COUNTY, OHIO

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

Plaintiff,

v.

RICHARD UNDERWOOD  
DBA A&Z HOME IMPROVEMENT  
& RENOVATIONS  
2 Rea Drive  
Medway, Ohio 45431

Defendant.

Case No:

**21-225**

Judge:

**JEANNINE N. PRATT, JUDGE**

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

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**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 Richard Underwood, individually and doing business as A&Z Home Improvement and Renovations ("Defendant"), have occurred in Miami 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 *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 Miami County is a county in which Defendant conducted activity that gave rise to the claims for relief, and a county in which all or part of the claim for relief arose.

### **DEFENDANT**

5. Defendant Richard Underwood is a natural person residing at 2 Rea Dr., Medway, Ohio 45431.
6. “A&Z Home Improvement and Renovations” is a fictitious business name not registered with the Ohio Secretary of State.
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 consumers either directly or indirectly for goods and services (home remodeling and repair) for a fee, 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 home improvement goods and services to consumers.

10. 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.
11. Defendant failed to deliver some of the goods and services within eight weeks.
12. After receiving payment, Defendant sometimes began work but failed to complete the work.
13. Defendant provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
14. Defendant has refused to refund consumers' payments despite the consumers' requests for refunds.
15. At the time of the transactions, Defendant failed to notify consumers of their right to cancel the transactions, or to provide consumers with a notice of cancellation form describing the consumers' right to cancel the transaction.

**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 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**

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 PROPER NOTICE OF THREE-DAY RIGHT OF**

**RESCISSION**

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 give proper notice to consumers of their right to cancel the transactions by a specific date.
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. ISSUE A PERMANENT INJUNCTION enjoining the Defendant from engaging in business in the State of Ohio as a supplier until all judgment ordered damages or other relief is paid, including any outstanding unsatisfied judgments arising out of a prior consumer transaction.
- D. 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.
- E. 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).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendant 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,

DAVE YOST  
Attorney General



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