

**IN THE COURT OF COMMON PLEAS
KNOX 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.)	
)	
JUSTIN WOOSLEY)	
DBA PURE RENOVATION)	COMPLAINT AND REQUEST
CONSTRUCTION, LLC)	FOR DECLARATORY JUDGMENT,
4869 Curtis Road)	INJUNCTIVE RELIEF, CONSUMER
Mount Vernon, OH 43050)	RESTITUTION, CIVIL PENALTIES, AND
)	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 Justin Woosley dba Pure Renovation Construction, LLC ("Defendant"), hereinafter described, have occurred in Knox 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) and (3), in that Defendant resides in Knox County and Knox County is one of the counties in which Defendant conducted activity that gave rise to the claims for relief.

DEFENDANT

5. Defendant is an individual residing at 4869 Curtis Road, Mount Vernon, OH 43050.
6. Pure Renovation Construction, LLC was a limited liability company registered in Ohio with a principal place of business in Knox County, but which served consumers across Ohio and in other states. It was dissolved on September 25, 2020.
7. Pure Renovation Construction, LLC's principal place of business was Defendant's residence, 4869 Curtis Road, Mount Vernon, OH 43050.
8. At all times relevant to this action, Defendant represented that he would provide home renovation services using his now-defunct company Pure Renovation Construction LLC.
9. Defendant, at all times relevant to this action, controlled and directed the business activities and sales conduct of Pure Renovation Construction LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
10. 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 home renovation good and services for a fee, within the meaning of R.C. 1345.01(A).

11. 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

12. Defendant solicited and sold home renovation goods and services at the residences of buyers.
13. Defendant does not have a retail business establishment with a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
14. Defendant solicited and sold home renovation goods and services to consumers and failed to deliver some of those goods and services within eight weeks.
15. Defendant accepted monetary deposits from consumers for the purchase of home renovation goods and services and failed to deliver those goods and services and has refused to refund consumers’ deposits or payments.
16. Defendant represented to consumers that he would provide the contracted goods and services within an estimated time and then failed to provide such goods and services in the time promised.
17. In some circumstances, after receiving payment, Defendant began to provide contracted services, but then failed to complete the work.
18. When Defendant did provide contracted home renovation services, he performed substandard, shoddy, and incomplete work.
19. Defendant’s performance of contracted home renovation services in a substandard, shoddy, or incomplete manner has resulted in harm to consumers and required the consumers to

pay additional money to have Defendant's work corrected and/or to complete the work Defendant was supposed to do.

20. During his solicitation and sale of home improvement goods and services, Defendant did not notify consumers of his cancellation rights nor did he provide consumers with a 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. 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 – UNFAIR AND DECEPTIVE ACTS AND PRACTICES

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

24. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home renovation services in an incomplete, substandard, shoddy, and/or unworkmanlike manner.
25. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. 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**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-20 of this Complaint.
27. Defendant violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by failing to give proper notices to consumers of their right to cancel their transactions by a specific date.
28. 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 Defendant, his 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** Defendant, pursuant to R.C. 1345.07(B), to pay consumer restitution to all consumers injured by the conduct of Defendant.
- D. **ASSESS, FINE and IMPOSE** upon Defendant a civil penalty of up to \$25,000 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. **ISSUE AN INJUNCTION** prohibiting Defendant from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.
- F. **GRANT** the Ohio Attorney General its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. **ORDER** Defendant to pay all court costs.
- H. **GRANT** such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

A handwritten signature in blue ink, appearing to read 'CR', with a long horizontal flourish extending to the right.

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