

**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 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
SEAN NATOLA, individually and	)	COMPLAINT AND REQUEST FOR
DBA NATOLA CONSTRUCTION LLC	)	DECLARATORY JUDGMENT,
13061 Montgomery Rd.	)	INJUNCTIVE RELIEF, CIVIL
Fredericktown, Ohio 43019	)	PENALTIES, AND OTHER
	)	APPROPRIATE RELIEF
and	)	
	)	
NATOLA CONSTRUCTION LLC	)	
c/o Legalinc Corporate Services, Inc.	)	
1991 Crocker Road, Suite 600A	)	
Westlake, Ohio 44145	)	
	)	
Defendants.	)	

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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 Sean Natola, individually and doing business as Natola Construction LLC, and Natola Construction LLC (“Defendants”), 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), in that Defendants reside and have their principal place of business in Knox County, conducted activity that gave rise to the claims for relief in Knox County, and Knox County is the county in which all or part of the claims for relief arose.

#### **DEFENDANT**

5. Defendant Sean Natola is a natural person residing at 13061 Montgomery Rd., Fredericktown, Ohio 45019.
6. Defendant Natola Construction LLC was registered April 28, 2020 with the Ohio Secretary of State as a domestic limited liability company.
7. Defendant Sean Natola did business using the name Natola Construction LLC.
8. Defendant Sean Natola at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Natola Construction LLC, causing, personally participating in, benefiting from, or ratifying the acts and practices of Defendant Natola Construction LLC, including the conduct giving rise to the violations described herein.
9. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA, as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for construction services for a fee, within the meaning of R.C. 1345.01(A).

## **STATEMENT OF FACTS**

10. Defendants engaged in the business of providing home improvement and construction services to consumers.
11. Defendants represented to consumers that they would undertake and complete various construction services and failed to deliver some the contracted for services within eight weeks.
12. After receiving payment, Defendants sometimes began work but failed to complete the work.
13. Defendants represented to consumers that they would provide the contracted for services within an estimated time and then failed to provide the services in the time promised.
14. Defendants provided incomplete, shoddy, and substandard services to consumers and then failed to correct such work.
15. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
16. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions and failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

### **PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS 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 services and then permitting eight weeks to elapse without delivering 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.

**COUNT II - SHODDY AND SUBSTANDARD WORK**

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

20. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing construction services in an incomplete, shoddy, substandard, and unworkmanlike manner 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).

**PLAINTIFF'S SECOND CAUSE OF ACTION:**  
**VIOLATION OF THE HSSA**

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

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

23. Defendants 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 rights to cancel their transactions by a specific date.

24. 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).

**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. ISSUE A PERMANENT INJUNCTION enjoining the Defendants from engaging in business in the State of Ohio as suppliers until all judgment ordered restitution is paid, including any outstanding unsatisfied judgments arising out of a prior consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay all actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- E. 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).

- 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. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General



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CHRISTOPHER J. BELMAREZ (0101433)  
BRANDON C. DUCK (0076725)  
Assistant Attorneys General  
Counsel for Plaintiff, State of Ohio  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-466-1031  
866-848-1068  
Christopher.Belmarez@ohioago.gov  
Brandon.Duck@ohioago.gov