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COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1167320**

STATE OF OHIO

A 2200891

vs.

WINDOW PLANET INC

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY
DEMAND**

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**IN THE COURT OF COMMON PLEAS
HAMILTON 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.)	
)	
WINDOW PLANET, INC.)	COMPLAINT AND REQUEST FOR
c/o Tara Curles)	DECLARATORY JUDGMENT,
48 Sylvan Dr.)	INJUNCTIVE RELIEF, CONSUMER
Independence, KY 41051)	RESTITUTION, CIVIL PENALTIES,
)	AND OTHER APPROPRIATE RELIEF
and)	
)	
TARA CURLES)	
48 Sylvan Dr.)	
Independence, KY 41051)	
)	
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 Window Planet, Inc. and Tara Curles, individually and doing business as Window Planet, Inc. (“Defendants”), hereinafter described, have occurred in Hamilton 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 its Substantive Rules, O.A.C. 109:4-3-01 *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) in that Hamilton County is the county where Defendants conducted activity that gave rise to the claims for relief.

DEFENDANTS

5. Defendant Tara Curles is a natural person residing at 48 Sylvan Dr., Independence, KY 41051.
6. Window Planet, Inc. was registered on March 20, 2014 with the Kentucky Secretary of State as a Kentucky Corporation with Tara Curles as the Principal Officer and Registered Agent.
7. Defendants are each a “supplier,” 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 the sale of windows, within the meaning of R.C. 1345.01(A).
8. Defendant Tara Curles controlled and directed the business activities and sales conduct of Window Planet Inc., causing, personally participating in, or ratifying the acts and practices of Defendant Window Planet Inc., including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

9. Defendants' business was operated out of an Ohio storefront located at 2866 E. Kemper Rd., Cincinnati, Ohio 45241.
10. Defendants provided goods and services to consumers, including soliciting, selling, and installing windows, siding, trim, shutters, and patio doors.
11. Defendants advertised or promised prompt delivery of the goods and services and failed to take reasonable action to insure prompt delivery.
12. 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.
13. Defendants required consumers to pay up to 50% in a down payment at the time the contract was signed.
14. In some instances, after receiving a down payment, Defendants failed to deliver the product at all.
15. In some instances, after receiving payment, Defendants began work but failed to complete the work.
16. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
17. In some instances, Defendants represented to consumers that windows had been ordered from the manufacturer; however, Defendants had failed to pay the manufacturers so the orders were not filled.

18. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
19. Defendants represented to consumers that their purchases included warranties, when this was not true.
20. Defendants failed to honor consumers' warranty claims.
21. Defendants are no longer located at the storefront, do not answer or return phone calls, and appear to be out of business.
22. Consumers have lost thousands of dollars because of Defendants' business practices.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT 1 - FAILURE TO DELIVER

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 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 - SHODDY AND SUBSTANDARD WORK

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.

26. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy, substandard, and unworkmanlike manner and then failing to correct such work.
27. 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 - MISREPRESENTATION

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-27 of this Complaint.
29. Defendants committed unfair or deceptive acts or practices in violations of the CSPA, R.C. 1345.02(A), by representing that refunds were unavailable because the windows had already been ordered, manufactured, or paid for, when such was not the case.
30. Defendants committed unfair or deceptive acts or practices in violations of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.
31. Defendants committed unfair or deceptive acts or practices in violations of the CSPA, R.C. 1345.02(A), by representing that warranties were included with the purchase when such was not the case.
32. 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 such violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV- FAILURE TO HONOR WARRANTIES

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-32 of this Complaint.
34. Defendants committed unfair or deceptive acts and practices in violation of the CSPA R.C. 1345.02(A) and R.C. 1345.02(B)(10), by failing to honor consumers' claims under their warranties.
35. 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, and its Substantive Rules, 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.*, and its Substantive Rules.
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have

satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.

- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay 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 cost 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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