



**PAVAN PARIKH  
HAMILTON COUNTY CLERK OF COURTS**

**COMMON PLEAS DIVISION**

**ELECTRONICALLY FILED  
September 30, 2022 11:43 AM**

**PAVAN PARIKH  
Clerk of Courts  
Hamilton County, Ohio  
CONFIRMATION 1237600**

**STATE OF OHIO EX REL  
ATTORNEY GENERAL YOST**

**A 2203554**

**VS.  
JOSEPH MERRILL**

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

**PAGES FILED: 6**

**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 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
	)	
Joseph Merrill individually and DBA	)	<b>COMPLAINT AND REQUEST</b>
Merrill Complete Construction LLC	)	<b>FOR DECLARATORY JUDGMENT,</b>
77 Achates Dr.	)	<b>INJUNCTIVE RELIEF, CONSUMER</b>
Florence, KY 41042	)	<b>RESTITUTION, CIVIL PENALTIES,</b>
	)	<b>AND OTHER APPROPRIATE RELIEF</b>
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. Defendant Joseph Merrill individually and doing business as Merrill Complete Construction LLC ("Defendant") had a principal place of business at 77 Achates Dr., Florence, KY 41042.
3. The actions of Defendant, hereinafter described, have occurred in Hamilton 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.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

4. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
5. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Hamilton County is one of the counties in which Defendant conducted activity that gave rise to the claims for relief.

### **DEFENDANTS**

6. Defendant Joseph Merrill is an individual residing at 77 Achates Dr., Florence, KY 41042.
7. Merrill Complete Construction LLC (“Merrill Construction”) was a limited liability company registered in Kentucky with a principal place of business in Campbell County, Kentucky, but which served consumers in Hamilton County and other locations in Ohio. It was dissolved by the Kentucky Secretary of State on October 19, 2021.
8. Defendant Joseph Merrill, at all times relevant to this action, controlled and directed the business activities and sales conduct of Merrill Construction, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
9. 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 improvement good and services, specifically concrete pouring services, to “consumers” for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).

10. Defendant engaged in “home solicitation sales” as a “seller” as that term is defined in R.C. 1345.21, as he made personal solicitations and sales of their goods and services at the residences of “buyers,” within the meaning of R.C. 1345.21(A), (C), and (D).

### **STATEMENT OF FACTS**

11. Defendant solicited and sold home improvement good and services, specifically concrete pouring services, at the residences of buyers.
12. Defendant did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services were offered for sale on a continuing basis.
13. When Defendant provided contracted home improvement good and services, specifically concrete pouring services, he did so in a substandard, shoddy, and incomplete manner in a way that often caused damage to consumers’ property.
14. In some cases, Defendant would perform home improvement services without first obtaining necessary permits from local city officials or registering to work as a contractor as was required by local city codes.
15. In some cases, Defendant’s work failed inspections required by local municipal codes, and Defendant refused to correct errors in his work so that it would pass inspection.
16. Defendant’s performance of contracted home improvement good and services, specifically concrete pouring 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.

17. Defendant did not notify consumers of their 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 – UNFAIR AND DECEPTIVE ACTS AND PRACTICES**

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 home improvement good and services, specifically concrete pouring services, in an incomplete, substandard, shoddy, and/or unworkmanlike manner.
20. 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**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-20 of this Complaint.
22. Defendant engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendant procured the sale of consumer goods or services at the residences of consumers.

23. Defendant violated the HSSA, R.C. 1345.23, and R.C. 1345.02(A), by failing to include appropriate cancellation language in the contracts entered into with consumers, or giving consumers a separate, appropriately worded “notice of cancellation” required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).
24. The acts or 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).

**PRAYER FOR RELIEF**

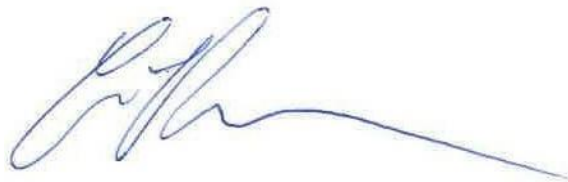
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- 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, jointly and severally, 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 and any other monetary obligations imposed pursuant to other consumer protection litigation.
- 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** 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



---

**Christopher Ramdeen (0095623)**

Assistant Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215-3400  
Phone: (614) 466-1031

[Christopher.Ramdeen@OhioAttorneyGeneral.gov](mailto:Christopher.Ramdeen@OhioAttorneyGeneral.gov)  
*Counsel for Plaintiff, State of Ohio*