

**LUCAS COUNTY COMMON PLEAS COURT
CASE DESIGNATION**

FILED LUCAS COUNTY
10/27/2022 12:55 PM
COMMON PLEAS COURT
BERNIE QUILTER, CLERK
efile id 110066

TO: Bernie Quilter, Clerk of Courts

CASE NO. _____

JUDGE _____

G-4801-CI-0202204171-000

Judge

IAN B. ENGLISH

The following type of case is being filed:

Professional Malpractice

☐

Legal Malpractice (L)

☐

Medical Malpractice (M)

☐

Product Liability (B)

☐

Other Tort (C)

Workers' Compensation

☐

State Funded (D)

☐

Self Insured (K)

☐

Administrative Appeal (F)

☐

Commercial Docket

By submitting the complaint, with the signature of the Attorney, the Attorney affirms that the name of person with settlement authority and his/her direct phone number will be provided upon request to a party or counsel in this matter

Other Civil

☐

Consumer Fraud (N)

☐

Forfeiture

☐

Appropriation (P)

☐

Court Ordered

☒

Other Civil (H)

☐

Certificate of Title

☐

Copyright Infringement (W)

This case was previously dismissed pursuant to CIVIL RULE 41 and is to be assigned to Judge _____, the original Judge at the time of dismissal. The previously filed case number was CI _____.

This case is a civil forfeiture case related to a criminal case currently pending on the docket of Judge _____. The pending case number is _____.

This case is a Declaratory Judgment case with a personal injury or related case currently pending. The pending case number is _____, assigned to Judge _____.

This case is to be reviewed for consolidation in accordance with Local Rule 5.02 as a companion or related case. This designation sheet will be sent by the Clerk of Courts to the newly assigned Judge for review with the Judge who has the companion or related case with the lowest case number. The Judge who would receive the consolidated case may accept or deny consolidation of the case. Both Judges will sign this designation sheet to indicate the action taken. If the Judge with the lowest case number agrees to accept, the reassignment of the case by the Administration Judge shall be processed. If there is a disagreement between the Judges regarding consolidation, the matter may be referred to the Administrative Judge.

Related/companion case number _____ Assigned Judge _____

Approve/Deny

Date

Approve/Deny

Date

Attorney

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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

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

Plaintiff,

v.

SHAUN M. MANCINI
283 N. River Road
Waterville, Ohio 43566

and

MANCINI PLUMBING & DRAIN LLC
c/o Shaun M. Mancini
283 N. River Road
Waterville, Ohio 43566

Defendants.

Case No:

G-4801-CI-0202204171-000

Judge

IAN B. ENGLISH

Judge:

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

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 the Consumer Sales Practices Act, ("CSPA") R.C. 1345.01 *et seq.*
2. The actions of Shaun M. Mancini and Mancini Plumbing & Drain LLC ("Defendants"), hereinafter described, have occurred in Lucas and other counties in the State of Ohio and,

as set forth below, are in violation of the CSPA, R.C. 1345.01, *et seq.* and its Substantive Rules, Ohio Admin. Code 109:4-3-01 *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 Defendants conducted activity that gave rise to the claims for relief in Lucas County and Lucas County is the county in which all or part of the claims for relief arose.

DEFENDANTS

5. Defendant Shaun M. Mancini (“Mancini”) is a natural person residing at 283 N. River Road, Waterville, Ohio 43566.
6. Defendant Mancini Plumbing & Drain LLC (“Mancini Plumbing”) is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State on November 29, 2018.
7. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions,” either directly or indirectly, by soliciting or selling home improvement goods or 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).
8. As defined in R.C. 1345.21(A), (C) and (D), the Defendants are “sellers” as they engaged in the business of effecting “home solicitation sales” by soliciting “buyers” at their residences where they sold home improvement services which were primarily for the buyers’ personal, family or household use.

9. Defendant Mancini at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Mancini Plumbing, causing, personally participating in, or ratifying the acts and practices of Defendant Mancini Plumbing, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement goods and services, including but not limited to, plumbing services.
11. Defendants engaged in the business of providing goods and services to consumers, including providing plumbing services, and failed to deliver some of those goods and services within eight weeks.
12. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
13. Defendants accepted substantial payments from consumers, but failed to begin the work for which they were paid.
14. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
15. After receiving payment, Defendants sometimes began work, but failed to complete the work.
16. 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.

17. At the time of the transactions, Defendants failed to provide proper notice to consumers of their rights to cancel the transactions, including providing a detachable notice of cancellation form.

PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I: FAILURE TO DELIVER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. 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: DIRECT SOLICITATIONS

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-19 of this Complaint.
21. Defendants committed unfair or deceptive acts or practices in violation of the Direct Solicitation Rule, O.A.C. 109:4-3-11(A)(5), and the CSPA, R.C. 1345.02(A), by failing to conform to the requirements of R.C. 1345.21 to 1345.27 and 1345.99 of the Revised Code relative to home solicitation sales in direct solicitations.

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 1-21 of this Complaint.
23. Defendants violated the HSSA, R.C. 1345.23 and the CSPA, R.C. 1345.02(A), by failing to evidence sales with written agreements that provide proper notice to consumers of their rights to cancel their transactions, including providing seller signed and dated detachable notice of cancellation forms.
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 R.C. 1345.01 *et seq.* its Substantive Rules O.A.C. 109:4-3-01 *et seq.*, and the HSSA R.C. 1345.21 *et seq.*, 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 O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*

- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. 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).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this 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 Defendants to pay all court costs associated with this matter.
- H. ORDER Defendants jointly and severally liable for all monetary amounts awarded herein.
- I. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ Timothy W. Effler
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