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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
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By: MICHAEL R. SLIWINSKI 0076728

Confirmation Nbr. 2945155

STATE OF OHIO EX REL ATTORNEY GENERAL
DAVE YOST

CV 23 984428

vs.

JASON ROCHA, ET AL

Judge: EMILY HAGAN

Pages Filed: 7

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

**STATE OF OHIO, ex rel.
DAVE YOST
Ohio Attorney General
Cleveland Regional Office
615 W. Superior Ave., 11th fl.
Cleveland, Ohio 44113-1899**

Plaintiff,

V.

JASON ROCHA
2100 CLARENCE AVE
LAKEWOOD, OHIO 44107

and

**GOOD MEASURE CONTRACTING
LLC
c/o JASON ROCHA, Statutory Agent
2100 CLARENCE AVE
LAKEWOOD, OHIO 44107**

Defendants.

) **CASE NO.**
)
)
) **JUDGE**
)
) **COMPLAINT AND REQUEST FOR**
) **DECLARATORY AND INJUNCTIVE**
) **RELIEF, CONSUMER DAMAGES, CIVIL**
) **PENALTIES AND OTHER APPROPRIATE**
) **RELIEF**
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JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through 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 Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.

2. The actions of Defendants, hereinafter described, have occurred in Cuyahoga County as well as other counties around the State of Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
3. This Court has jurisdiction over the subject matter of this action 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), (2), and (3) in that Defendant Rocha resides in Cuyahoga County, Defendants’ principal place of business is in Cuyahoga County, and the transactions complained of herein, and out of which this action arises, have occurred within Cuyahoga County, Ohio.

DEFENDANTS

5. Defendant Jason Rocha (“Rocha”) is a natural person residing at 2100 Clarence Ave. Lakewood, Ohio 44107.
6. Defendant Good Measure Contracting LLC (“GMC”) is a Limited Liability Company registered with the Ohio Secretary of State that purports to sell home improvement goods and services, including roof and siding installations and repairs.
7. Defendant GMC has its principal place of business at 7515 Pearl Rd. #1B Middleburg Heights, Ohio 44130.
8. At all times relevant to this action, Defendant Rocha directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of GMC.

9. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as Defendants were, at all times relevant herein, engaged in the business of effecting “consumer transactions” by providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

10. Defendants Rocha and GMC solicited consumers to purchase home improvement goods and services, including roof and siding installations and repairs, to consumers in Ohio, including Cuyahoga County.
11. Defendants entered into agreements with consumers to provide home improvement goods and services, including roof and siding installations and repairs.
12. Defendants accepted down payments for home improvement goods and services, including roof and siding installations and repairs.
13. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants did not provide any goods or services, or provide refunds for goods or services not delivered.
14. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants provided some goods or services but did not provide the full goods or services contracted for, or complete the work contracted for in a reasonable time.
15. In some cases, Defendants accepted partial payment for the home improvement and repair services, and started performance of the services, but thereafter abandoned the work site and failed to complete performance.

16. For some home improvement agreements, including those for roof and siding installations and repairs, Defendants failed to obtain the necessary permits, licenses, or registrations required by local, county or state laws.
17. Despite consumers' repeated attempts to contact Defendants regarding the status of their projects or refunds, Defendants failed to respond to consumers' telephone calls, text messages, and/or e-mails.
18. Defendants' failure to provide home improvement goods or services, including roof and siding installations and repairs, or in a proper, timely manner has resulted in harm to consumers.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I
FAILURE TO DELIVER

19. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
20. Defendants have 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, including roof and siding installations and repairs, and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

COUNT II
ABANDONING THE WORKSITE AFTER PARTIAL PERFORMANCE

21. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in

each of the previous paragraphs of this Complaint.

22. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers for home improvement goods and services, including roof and siding installations and repairs, and beginning work at consumers' residences, but abandoning the work sites and failing to complete performance of the contracted work.
23. The acts and 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
FAILURE TO OBTAIN PERMITS OR LICENSES

24. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
25. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting deposits from consumers for home improvement goods and services, including roof and siding installations and repairs, without having permits or being licensed to perform the contracted work
26. The acts and 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:

- A. ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in the Complaint;
- B. ISSUE A PERMANENT INJUNCTION** enjoining Defendants, under these or any other names, their agents, representatives, salesmen, employees, successors and assigns, and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.;
- C. ENJOIN** Defendants from acting as suppliers in Ohio until all outstanding Judgment-ordered remuneration and penalties have been paid and Defendants have produced satisfactions of judgment for all outstanding judgments against them related to consumer transactions;
- D. IMPOSE** upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D);
- E. ORDER** Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions in violation of the CSPA;
- F. ORDER** that all contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices in violation of the CSPA be rescinded with full restitution to the consumers;

- G. GRANT** Plaintiff his costs in bringing this action including, but not limited to, the costs of collecting any judgment awarded;
- H. ORDER** Defendants to pay all court costs; and
- I. GRANT** such further relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

DAVE YOST
OHIO ATTORNEY GENERAL

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