

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

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

Plaintiff,

V.

CURTIS LEE MARCUM, JR., individually)
and d/b/a as SUPREME HOME)
RENOVATION, LLC)
5807 Hunting Hollow Court)
Galloway, Ohio 43119)

and

SUPREME HOME RENOVATION, LLC)
5807 Hunting Hollow Court)
Galloway, Ohio 43119)

Defendants.

CASE NO.:

JUDGE:

**Complaint and Request for
Declaratory Judgment,
Injunctive Relief, Consumer Damages
and Civil Penalties**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General 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 the Attorney General by R.C. 1345.07.
2. The actions described below of Defendant Supreme Home Renovation, LLC, and Defendant Curtis Lee Marcum, Jr., individually, and doing business as Supreme Home Renovation, LLC, occurred in the State of Ohio, including in Franklin County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code (“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)(1)-3(C)(3), in that Franklin County is where Defendant Curtis Lee Marcum, Jr. resides, where the Defendants' principal place of business was located, and where the Defendants conducted some of the activity that gave rise to the claim for relief.

DEFENDANTS

5. Defendant Curtis Lee Marcum, Jr. ("Marcum") is a natural person who resides at 5807 Hunting Hollow Court, Galloway, Ohio 43119.
6. Defendant Marcum did business as Defendant Supreme Home Renovation, LLC. ("Supreme Home Renovation").
7. Defendant Supreme Home Renovation's last known place business was 3057 B East 5th Avenue, Columbus, Ohio 43219.
8. At all times relevant to this action, Defendant Supreme Home Renovation was an Ohio limited liability company registered with the Ohio Secretary of State.
9. Upon information and belief, Defendant Marcum directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Supreme Home Renovation, as described in this Complaint.
10. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, Defendants engaged in the business of effecting "consumer transactions" by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

11. Defendants are, and were at all times relevant herein, engaged in the business of soliciting and selling home improvement goods and services to consumers, including building and fence construction.
12. Defendants accepted money from consumers for the purchase of home improvement goods and services.
13. In some instances, after accepting money from consumers, Defendants failed to deliver contracted for goods and services.
14. Consumers who did not receive the contracted home improvement goods and services requested refunds from Defendants.
15. Defendants failed to provide refunds to consumers for whom they did not deliver the contracted home improvement goods and services.
16. Defendants permitted more than eight weeks to elapse without delivering the promised home improvement goods or services or making a full refund.
17. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
18. Defendants' failure to perform contracted home improvement goods and services in a proper manner has resulted in harm to consumers.

CAUSE OF ACTION: VIOLATIONS OF THE CPSA

CPSA COUNT 1 – FAILURE TO DELIVER

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
20. Defendants committed unfair or deceptive acts or practices in violation of the CPSA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting

money from consumers for home improvement goods or services, failing to make full delivery of the promised goods or services within eight weeks, failing to provide full refunds, 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.

CSPA COUNT 2 – SHODDY AND SUBSTANDARD WORK

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
22. 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.
23. 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 made 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 PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining 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 or 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.*, including, but not limited to, violating the specific provisions alleged to have been violated herein.

- B. DECLARE, pursuant to R.C. 1345.07(A)(1), 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 this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Rosemary E. Rupert

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