

IN THE COURT OF COMMON PLEAS  
DELAWARE COUNTY, OHIO

STATE OF OHIO, ex rel.,  
ATTORNEY GENERAL DAVE YOST,  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, OH 43215

Plaintiff,

vs.

STAFFORD GROUP-3D TECHNOLOGIES, LLC  
dba PREMIER TURF AND CONSTRUCTION  
c/o Darrell Stafford, Statutory Agent  
95 Woodland Drive  
Powell, OH 43065

and

Steve Matheny, Individually  
535 Pagoda Loop  
Delaware, OH 43015

Defendants

CASE NO.

JUDGE:

**COMPLAINT AND REQUEST  
FOR INJUNCTIVE AND  
DECLARATORY RELIEF,  
CONSUMER RESTITUTION  
AND CIVIL PENALTIES**

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through Ohio 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 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 Delaware County as well as other counties around the State of Ohio, and are in violation of the 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.
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)(2) and (3), in that Defendants’ business is located in Delaware County and some of the transactions complained of herein, and out of which this action arises, have occurred within Delaware County, Ohio.

### **DEFENDANTS**

5. Defendant Stafford Group-3D Technologies, LLC is a limited liability company, doing business under the registered trade name Premier Turf and Construction. Stafford Group-3D Technologies, LLC is registered with the Ohio Secretary of State as Entity Number 4633709.
6. Defendant Steve Matheny is an individual who resides at 535 Pagoda Loop, Delaware, Ohio 43015.
7. Upon information and belief Premier Turf and Construction and Stafford Group-3D Technologies, LLC have their principal place(s) of business at 95 Woodland Drive, Powell, Ohio 43065.

8. Upon information and belief, Defendant Matheny is an owner and/or member and/or agent or employee of Premier Turf and Construction and/or Stafford Group-3D Technologies, LLC.
9. At all times relevant to this action, Defendant Matheny 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 Premier Turf and Construction.
10. 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 home improvement services, including both indoor and outdoor construction projects, to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
11. Defendants, as described below, were at all relevant times hereto “sellers” engaged in the business of effecting “home solicitation sales” by making personal solicitations and sales of home improvement services, including both indoor and outdoor construction projects, to “buyers” at the buyers’ personal residences in Delaware County as well as other counties in the State of Ohio, for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(A), (C), and (D).

### **STATEMENT OF FACTS**

12. Defendants solicited and sold home improvement goods and services, including both indoor and outdoor construction projects, at the residences of Ohio consumers.
13. Defendants entered into contracts with consumers to provide home improvement goods and services, including both indoor and outdoor construction projects.

14. Defendants' contracts did not provide consumers with a proper notice of cancellation.
15. Defendants accepted payments on the contracts for home improvement goods and services, including both indoor and outdoor construction projects, prior to any work being done.
16. In some instances, after receiving payment from consumers, some consumers notified Defendants that they wished to cancel the project, but Defendants failed to timely refund the money paid.
17. In some instances, Defendants failed to perform the home improvement goods and services, including both indoor and outdoor construction projects, and failed to refund the payments made by those consumers.
18. In some instances, Defendants permitted eight weeks to lapse without delivering the contracted home improvement goods or services, including both indoor and outdoor construction projects, refunding the consumers payments, or advising consumers of the anticipated delay in the delivery of the goods and services and permitting them to cancel.
19. In some instances, Defendants provided home improvement goods and services, including both indoor and outdoor construction projects, but did so in a shoddy, substandard and unworkmanlike manner.
20. In some instances, Defendants commenced the work under the home improvement contracts, then abandoned the project and failed to complete the work.
21. Defendants' failure to perform contracted home improvement goods and services, including both indoor and outdoor construction projects, or failure do to so in a workmanlike manner has resulted in harm to consumers.

**PLAINTIFF'S FIRST CAUSE OF ACTION:**  
**VIOLATIONS OF CONSUMER SALES PRACTICES ACT**

**CSPA COUNT I**  
**FAILURE TO DELIVER**

22. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
23. Defendants have committed unfair and 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. 1345.02A), by accepting money from consumers for goods and services, including both indoor and outdoor construction projects, 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 any 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**  
**SHODDY AND SUBSTANDARD WORK**

24. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard home improvement goods and services and then failing to correct such work.
26. 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**  
**ABANDONING THE WORKSITE AFTER PARTIAL PERFORMANCE**

27. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. Defendants accepted partial payment from consumers and began work at consumers' residences but abandoned the work sites and refused/failed to complete performance of the contracted work in violation of the CSPA, R.C. 1345.02(A).
29. 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).

**PLAINTIFF'S SECOND CAUSE OF ACTION:**  
**VIOLATIONS OF THE HOME SALES SOLICITATION ACT**  
**FAILURE TO GIVE 3-DAY NOTICE OF CANCELLATION**

30. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
31. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 et seq., in that Defendants procured the sale of consumer goods or services at the residences of consumers.
32. Defendants violated the HSSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the contracts entered into with consumers, or to give consumers a separate, appropriate "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).

33. 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., 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 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., 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. 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 by this Court, and any other Court in Ohio in connection with a consumer transaction;
- E. 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);

- F. GRANT** Plaintiff his costs 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;
- H. 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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