

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
STORM PRO ELITE, LLC)	COMPLAINT AND REQUEST FOR
c/o Joshua Dowell, Registered Agent)	DECLARATORY JUDGMENT,
2188 Hutchman Drive)	INJUNCTIVE RELIEF, CONSUMER
Hilliard, OH 43026)	RESTITUTION, CIVIL PENALTIES,
)	AND OTHER APPROPRIATE RELIEF
JAMES R. HARPER)	
742 Mount Zion Road NE)	
Resaca, GA 30735)	
)	
AARON M. JONES)	
177 Sheffield Place, Building J)	
Cartersville, GA 30121)	
Defendants.)	

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 Storm Pro Elite, LLC (“Storm Pro”), James R. Harper (“Harper”) and Aaron M. Jones (“Jones”) (collectively “Defendants”), hereinafter described, have occurred in Perry

County 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, O.A.C. 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) in that Perry County is the county where Defendants conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant Storm Pro Elite, LLC is a foreign limited liability company registered with the Ohio Secretary of State on July 29, 2021.
6. Defendant James R. Harper is a natural citizen residing at 742 Mount Zion Road, NE, Resaca, GA 30735 and is a co-owner of Defendant Storm Pro.
7. Defendant Aaron M. Jones is a natural citizen residing at 177 Sheffield Place, Building J, Cartersville, GA 30121 and is a co-owner of Defendant Storm Pro.
8. Defendants are each a “supplier,” as they each engage in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement services, including roof and siding replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).
9. Defendants are each a “seller” engaging in “home solicitation sales” of “consumer goods or services” as those terms are defined in the HSSA, R.C. 1345.21(A), (C) and (E), because each

Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

10. Defendants Harper and Jones, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant Storm Pro causing, personally participating in, or ratifying the acts and practices of Defendant Storm Pro, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

11. Defendants solicit and sell home improvement goods and services, including roof and siding replacements, to consumers at the consumers' residences.
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. Defendant Harper executed the Registration of a Foreign Limited Liability Company and filed it with the Ohio Secretary of State on behalf of Defendant Storm Pro.
14. Defendant Jones solicited Ohio consumers at their residences and signed contracts with consumers on behalf of Defendant Storm Pro. Defendant Jones also served as the point of contact for consumers once the contracts were signed.
15. Some of the Ohio consumers that Defendants solicited reside in Perry County, Ohio.
16. Defendants' business is based out of Georgia but Defendant Jones personally traveled to Ohio to solicit business in the days following a significant storm that caused property damage.
17. Defendants approach consumers' residences and knock on doors in an attempt to get consumers to enter into contracts for repairs to their homes caused by storm damage.

18. Typically, consumers have either made insurance claims related to the storm damage or Defendants suggest they do so.
19. In some cases, Defendants worked directly with consumers' insurance companies to make a claim on consumers' behalf and determine the scope of work and cost.
20. Defendants enter into contracts with consumers to provide various home improvement services, including roof and siding replacements. Some contracts are signed by Defendant Jones.
21. The contracts are based on the work and monetary amount allowed by the consumers' insurance claims.
22. Defendants accepted down payments in exchange for various home improvement services, including roof and siding replacements.
23. In some instances, payments were made by check to Defendant Storm Pro.
24. In some instances, payments were made by check to Defendant Jones.
25. These payments matched the amount approved by the consumers' insurance companies or the amounts that the insurance companies actually paid the consumers.
26. Defendants represented to consumers that they will undertake and complete various home improvement services, including roof and siding replacements, and, in some instances, failed to deliver the contracted for services within eight weeks of the date of contract or the promised start date.
27. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.

28. In some instances, after receiving payment, Defendants began providing the home improvement services, but later abandoned the worksite and failed to complete the work.
29. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions and Defendants' contracts failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

CSPA COUNT 1 - FAILURE TO DELIVER

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
31. 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 services and then permitting eight weeks to elapse without making delivery of 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 services of equal or greater value as a good faith substitute.

CSPA COUNT 2 – SHODDY AND SUBSTANDARD WORK

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
33. 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 or unworkmanlike manner and then failing to correct such work.

34. 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).

**CSPA COUNT 3 - ABANDONING THE WORKSITE
AFTER PARTIAL PERFORMANCE**

35. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

36. Defendants violated the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and began work at consumers' residences but abandoned the work site and refused to complete performance of the contracted work.

37. 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).

PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA

FAILURE TO OFFER THREE DAY RIGHT TO CANCEL

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

39. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.

40. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.23. 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 DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, OAC 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, OAC 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. 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).

- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General



KEVIN R. WALSH (0073999)
Senior Assistant Attorney General
Consumer Protection Section
615 W. Superior Avenue, 11th Floor
Cleveland, OH 44113
216-787-3030
Kevin.Walsh@ohioago.gov
Counsel for Plaintiff, State of Ohio