

**IN THE COURT OF COMMON PLEAS
DELAWARE 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.	)	
	)	
1 st CHOICE RENEW, LLC	)	COMPLAINT AND REQUEST
c/o Aaron Cowans, Statutory Agent	)	FOR DECLARATORY
1509 Blatt Blvd.	)	JUDGMENT, INJUNCTIVE RELIEF,
Gahanna, Ohio 43230	)	CONSUMER RESTITUTION,
	)	CIVIL PENALTIES, AND
and	)	OTHER APPROPRIATE RELIEF
	)	
AARON COWANS	)	
1790 Rocky Road	)	
Chillicothe, Ohio 45601	)	
	)	
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 R.C. 1345.01 *et seq.*

2. The actions of Defendants 1st Choice Renew, LLC ("1st Choice") and Aaron Cowans (collectively, "Defendants"), hereinafter described, have occurred in Delaware County and other counties in the State of Ohio and, as set forth herein, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.*, its Substantive Rules, Ohio

Adm.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) in that Delaware County is where some of the transactions complained of herein, and out of which this action arises, have occurred.

DEFENDANTS

5. Defendant Aaron Cowans is a natural person with a last known address at 1790 Rocky Road, Chillicothe, Ohio 45601.
6. Defendant 1st Choice is a domestic limited liability company registered with the Ohio Secretary of State on or about April 7, 2022.
7. Defendant Aaron Cowans at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant 1st Choice, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
8. Defendants are “suppliers,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of effecting “consumer transactions” by soliciting, offering for sale and selling home improvement goods and services to individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
9. Defendants each engaged in “home solicitation sales” as “sellers” as those terms are

defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

10. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Delaware County.
11. The home improvement goods and services offered by the Defendants included both outdoor and indoor home improvements, and include but are not limited to, repairing and replacing roofs, repairing and replacing flooring and remodeling basements, bedrooms, and bathrooms.
12. Defendants maintained a warehouse location at 1509 Blatt Blvd., Gahanna, Ohio, but they did not have a retail business establishment having a fixed permanent location where goods were exhibited, or services were offered for sale on a continuing basis.
13. Defendants entered into contracts with consumers to provide them home improvement goods and services, including but not limited to, those described in Paragraph 11 above.
14. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services.
15. In some instances, after receiving payments or deposits from consumers for the contracted home improvement goods and services, Defendants did not deliver the goods or services within eight weeks from the date of the contract or date of promised performance.
16. In some instances, when Defendants did not deliver the goods and services within eight weeks, Defendants did not make a full refund, advise the consumers of an extended delay

and offer a refund within two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.

17. In some instances, after receiving payment, Defendants failed to provide any of the contracted home improvement goods and services.
18. In some instances, after receiving payment, Defendants provided some of the contracted home improvement goods and services, but then abandoned worksite without completing the same.
19. Despite consumers' demands to do so, Defendants have not refunded consumer deposits and/or payments for the contracted home improvement goods and services that the Defendants failed to provide.
20. In some instances, Defendants provided the contracted home improvement goods and services in a shoddy, substandard, and unworkmanlike manner.
21. In some instances, Defendants failed to correct or repair the home improvement goods and services performed in a shoddy, substandard, and unworkmanlike manner.
22. In some instances, Defendants agreed to provide refunds to consumers for the contracted home improvement goods and services they either did not provide or provided in a shoddy, substandard, and unworkmanlike manner, but then Defendants either didn't provide the refunds or issued checks for the refunds that were returned for insufficient funds.
23. In the sale of their home improvement goods and services to consumers, Defendants represented to consumers in some instances that they were covered by a surety bond when they were not.
24. In the sale of their home improvement goods and services to consumers, Defendants failed

- to properly notify consumers of their rights to cancel their transactions.
25. In the sale of their home improvement goods and services to consumers, Defendants failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
 26. In May 2022, the Ohio Attorney General's Office filed a lawsuit in the Franklin County Court of Common Pleas against Defendant Aaron Cowans and two other home improvement entities he owned and operated, 1st Pick Home Improvement, LLC and Cowans Home Improvement, LLC. The case was styled as *State of Ohio ex rel. Attorney General Dave Yost vs. 1st Pick Home Improvement, LLC, et al.* Case No. 22 CV 003512. (the "Prior Cowans Litigation").
 27. A default judgment was entered in the Prior Cowans Litigation on May 1, 2023 (the "Prior Cowans Judgment").
 28. The Prior Cowans Judgment, among other relief, (a) declared that Cowans and his two entity defendants violated the CSPA and HSSA for deceptive acts and practices similar to those set forth in this Complaint; (b) ordered them to pay \$92,340.67 in consumer damages and \$75,000.00 in civil penalties; and (c) enjoined them from further violating the CSPA and HSSA and from operating as suppliers in the State of Ohio until all monetary amounts awarded were satisfied. To date, all monetary amounts remain wholly unsatisfied.
 29. The consumers that contracted with the Defendants for their home improvement goods and services incurred monetary damages as a result of the Defendants' acts or practices described above.
 30. Some of the consumers that incurred the monetary damages entered into their contracts

with the Defendants after the Prior Cowans Judgment was entered.

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

COUNT I- FAILURE TO DELIVER

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
32. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 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 more than eight weeks to elapse without making delivery, 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.
33. The acts or practices described above are in violation of Ohio Adm.Code 109:4-3-09(A), which was adopted on June 5, 1973 and was last amended on March 14, 2005. Defendants committed said violations after the adoption of the Administrative Code section.

COUNT II – SHODDY AND SUBSTANDARD WORK

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
35. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers to provide home improvement goods and services, including those described herein, but then providing some of the contracted home improvement goods and services in a shoddy, substandard, and unworkmanlike manner

without correcting the same.

36. 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 WORKSITE AFTER PARTIAL PERFORMANCE

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
38. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning to provide contracted home improvement goods and services, including those described herein, but then abandoning the consumer residence worksites without completing the same.
39. 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 IV – VIOLATION OF A PREVIOUS CSPA JUDGMENT **(as to Defendant Cowans only)**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
41. Defendant Cowans committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to comply with the May 21, 2023 Prior Cowans Judgment prohibiting him from engaging in consumer transactions in Ohio as a supplier while not having satisfied the monetary obligations in the judgment.
42. 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:
VIOLATION OF THE HSSA

FAILURE TO PROVIDE PROPER NOTICE
OF THREE-DAY RIGHT OF RESCISSION

43. Plaintiff incorporates by reference, as if completely rewritten herein, the preceding allegations set forth in this Complaint.
44. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by entering into agreements with consumers at their residences to provide home improvement goods and services, but then failing to give proper notice to consumers of their right to cancel their transactions and failing to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
45. 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, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in this 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 their own 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.*, its Substantive Rules, Ohio Adm.Code 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 damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants, pursuant to R.C. 1345.07(D), a civil penalty of up to \$25,000.00 for each separate and appropriate violation described herein.
- E. ENJOIN Defendants, pursuant to R.C. 1345.07(B), from engaging in consumer transactions as a supplier in the State of Ohio until they satisfy any monetary obligations ordered to be paid in this matter.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ W. Travis Garrison
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