

**IN THE COURT OF COMMON PLEAS
FRANKLIN 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.)	
)	
EXQUISITE EXTERIORS, LLC)	COMPLAINT AND REQUEST FOR
c/o Zachary T. Hale, Registered Agent)	DECLARATORY JUDGMENT,
450 Hennigan's Grove Road)	INJUNCTIVE RELIEF, CONSUMER
Grove City, OH 43123)	RESTITUTION, CIVIL PENALTIES,
)	AND OTHER APPROPRIATE RELIEF
And)	
)	
ZACHARY T. HALE)	
450 Hennigan's Grove Road)	
Grove City, OH 43123)	
)	
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 Exquisite Exteriors, LLC ("Exquisite"), and Zachary T. Hale ("Hale") (collectively "Defendants"), hereinafter described, have occurred in Franklin 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, 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)(1) and (3) in that Franklin County is the county where Defendants are located and conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant Exquisite is a limited liability company registered with the Ohio Secretary of State on June 4, 2020. Defendant Hale is named as the Statutory Agent.
6. Defendant Hale is a natural citizen residing at 450 Hennigan’s Grove Road, Grove City, OH 43123 and is the sole owner and operator of Defendant Exquisite.
7. 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 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).
8. 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 Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
9. Defendant Hale, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant Exquisite, causing, personally participating in, or ratifying the

acts and practices of Defendant Exquisite, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants solicit and sell home improvement goods and services, including roof replacements, to consumers at the consumers' residences.
11. 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.
12. Defendant Hale solicited Ohio consumers at their residences and online on behalf of Defendant Exquisite.
13. Defendants enter into contracts with consumers to provide various home improvement services, including roof replacements.
14. Defendant Hale signs the contracts on behalf of Defendant Exquisite.
15. Defendants accepted down payments in exchange for contracting to perform various home improvement services, including roof replacements.
16. Defendant Hale accepted the payments directly from consumers.
17. Defendants represented to consumers that they will undertake and complete various home improvement services, including roof 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.
18. In some instances, Defendants provided shoddy and substandard home improvement services, including roof replacements, and then failed to correct such services.
19. At the time of the transactions, Defendants failed to notify consumers of their rights to cancel the transactions.

20. Defendants' contracts failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

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

CSPA COUNT 1 - FAILURE TO DELIVER

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 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 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.

23. 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.

CSPA COUNT 2 – SHODDY AND SUBSTANDARD WORK

24. Plaintiff incorporates by reference, as if completely 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 providing home improvement services in an incomplete, shoddy, substandard or unworkmanlike manner 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 made 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

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. 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.
29. 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. 1345.21 *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 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 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, Ohio Adm.Code 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



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