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IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

BRAD BERNHART
CLERK OF COURTS
FAIRFIELD CO. OHIO

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

CASE NO.:

25 CV 258

JUDGE:

JUDGE BERENS

Plaintiff,

v.

Complaint and Request for

Declaratory Judgment,

Injunctive Relief, Consumer Damages
and Civil Penalties

DWIGHT WILLIAM ARTRIP, individually)
1905 Ream Dr.)
Lancaster, Ohio 43130)

and

THE PAINTING COMPANY, INC. dba)
TPC, Inc. dba)
THE PREFERRED CONTRACTOR, INC.)
182 Bickel Church Rd. NW)
Baltimore, Ohio 43105)

Defendants.

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 Dwight William Artrip, and Defendant The Painting Company, Inc., doing business as The Preferred Contractor, Inc. and TPC, Inc. occurred in the State of Ohio, including in Fairfield County, and are in violation of the

Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 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) and (C)(3), in that Fairfield County is where Defendant Dwight William Artrip resides and where the Defendants conducted some of the activity that gave rise to the claim for relief.

DEFENDANTS

5. Defendant Dwight William Artrip (“Artrip”) is a natural person who resides at 1905 Ream Drive, Lancaster, OH 43130.
6. At all times relevant to this action, Defendant The Painting Company, Inc. (“TPC”) was a for-profit company registered with the Ohio Secretary of State.
7. Defendant TPC’s last known place of business was 182 Bickel Church Road NW, Baltimore, Ohio 43105.
8. At all times relevant to this action, The Preferred Contractor, Inc. was a fictitious business name registered by Defendant TPC with the Ohio Secretary of State and used by both Defendant TPC and Defendant Artrip.
9. At all times relevant to this action, TPC, Inc. was a fictitious business name used by Defendant Artrip and Defendant TPC but not registered with the Ohio Secretary of State.
10. Upon information and belief, Defendant Artrip directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of the Defendant TPC, as described in this Complaint.

11. 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 home improvement 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

12. 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 bathroom and kitchen remodels.
13. Defendants did not have a retail business establishment with a fixed permanent location where goods are exhibited, or the services are offered for sale on a continuing basis.
14. Defendants accepted money from consumers for the purchase of home improvement goods and services.
15. Defendant Artrip was the primary individual that interacted with consumers on behalf of Defendant TPC.
16. In some instances, Defendants provided shoddy and substandard home improvement services and then failed to correct such services.
17. Defendants’ failure to perform contracted home improvement goods and services in a proper manner has resulted in harm to consumers and required some consumers to pay additional money to have Defendants’ work corrected and/or to complete the work Defendants were supposed to do.
18. In some instances, consumers filed complaints with the Ohio Attorney General’s Office regarding their experiences with Defendants and seeking a resolution of their complaints.

19. In an effort to resolve two consumer complaints, the Defendants proposed that they refund those consumers.
20. In one case, Defendants prepared and entered into a written Settlement Agreement and Release with the consumer to settle the complaint to their mutual satisfaction – including a release of claims by the consumer and a refund payment by the Defendants.
21. In another case, the Defendants made oral and written promises to reimburse a consumer for the damages after the consumer entered into a contract for home improvement services with the Defendants.
22. Defendants represented to consumers, on multiple occasions, that payments to resolve their complaints were forthcoming, when such was not the case.
23. Defendants represented to Plaintiff, on multiple occasions, that payments and action to resolve consumer complaints were forthcoming, when such was not the case.
24. Defendants failed to make the agreed upon payments to consumers or resolve the consumer complaints.
25. Defendants knowingly made misleading statements of opinion to consumers regarding the status of their refunds or complaint resolution, which the consumers relied upon to their detriment.
26. In addition to the shoddy workmanship and misrepresentations made to consumers, Defendants' standard business practices are not in compliance with Ohio law.
27. For instance, during their solicitation and sale of home improvement goods and services, Defendants did not notify consumers of their cancellation rights, nor did they provide the consumers with a written notice of cancellation form that complies with Ohio law to exercise their cancellation rights.

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

COUNT 1: SHODDY AND SUBSTANDARD WORK

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
29. 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.
30. 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).

COUNT 2: MISREPRESENTATIONS

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 and practices in violation of the CSPA, R.C. 1345.02(A), by representing to consumers that refunds would be provided, misrepresenting the status of the consumers' refunds and then failing to provide said refunds.
33. 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).

COUNT 3: KNOWINGLY MAKING STATEMENTS OF OPINION UPON WHICH CONSUMERS WERE LIKELY TO RELY TO THEIR DETRIMENT

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

35. Defendants committed unconscionable acts and practices in violation of the CSPA, R.C. 1345.03 as supported by R.C. 1345.03(B)(6), by knowingly making a misleading statement of opinion regarding refunds on which the consumers were likely to rely upon to their detriment, by promising to reimburse or refund consumers when Defendants did not intend to do so.

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

**COUNT 1: FAILURE TO PROVIDE PROPER
NOTICE OF THREE-DAY RIGHT OF CANCELLATION**

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
37. 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.
38. Defendants violated the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the contracts entered into with consumers, or giving consumers a separate, appropriately worded "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).
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 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, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 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, 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.
- 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.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Rosemary E. Rupert

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