

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

STATE OF OHIO ex rel.	:	
ATTORNEY GENERAL	:	
DAVE YOST	:	Case No.
30 E. Broad Street, 14th Floor	:	
Columbus, Ohio 43215	:	
	:	Judge
Plaintiff,	:	
	:	
v.	:	
	:	<u>COMPLAINT AND REQUEST</u>
RONALD E. LEWIS, individually and dba	:	<u>FOR DECLARATORY JUDGMENT,</u>
Ron Lewis Cement	:	<u>INJUNCTIVE RELIEF, CIVIL</u>
8222 Old Ivory Way	:	<u>PENALTIES, CONSUMER DAMAGES,</u>
Blacklick, OH 43004	:	<u>AND OTHER APPROPRIATE RELIEF</u>
	:	
Defendant.	:	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through 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 of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions described below of Defendant Ronald E. Lewis (“Lewis”) have occurred in the State of Ohio, including in Franklin County, and, as set forth below, are in violation of the 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)(1) and (3), in that

Franklin County is where Defendant resides and where Defendant conducted some of the activity that gave rise to Plaintiff's claims for relief.

DEFENDANTS

5. Defendant Ronald Lewis is a natural person residing at 8222 Old Ivory Way, Blacklick, Ohio 43004.
6. At various times relevant to this action, Defendant did business using the name Ron Lewis Cement to engage in the business of soliciting, offering for sale, and selling concrete pouring and sealing services, which Defendant failed to register with the Ohio Secretary of State.
7. Defendant is a "supplier" as Defendant was, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).
8. Defendant is 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 Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

9. Defendant engaged in the business of soliciting, offering for sale, and selling home improvement goods and services to consumers at their residences.
10. Defendant did 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.
11. Defendant solicited consumers, primarily through referrals and word of mouth, for the

purchase of Defendant's home improvement services, specifically concrete pouring and sealing.

12. Consumers who were interested in Defendant's services contacted him by phone, and Defendant visited their homes to provide an estimate and execute a contract.
13. Defendant's contracts did not provide consumers with notice of their three day right of rescission.
14. Defendant accepted deposits and upfront payments from consumers and provided them with an expected start date for the project.
15. Defendant incentivized upfront payments, informing some consumers that they would receive a discount if they paid in full at the time of contracting.
16. In some instances, Defendant failed to begin work by the expected start dates that he provided to consumers.
17. When projects called for the excavation and replacement of an existing driveway or structure, Defendant in some cases completed the excavation but failed to complete the contract.
18. Concerned about delayed and incomplete projects, consumers called and texted Defendant; Defendant replied with excuses for the delay and assured consumers that he would begin work soon.
19. Despite these assurances, Defendant still failed to begin or complete projects.
20. Consumers who did not receive their contracted home improvement goods and services requested refunds of their upfront payments from Defendant.
21. Defendant failed to refund consumers' payments despite consumers' requests for refunds.

FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count 1 – Failure to Deliver

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
23. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide refunds.

Count 2 – Failure to Register with the Ohio Secretary of State

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
25. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and R.C. 1329.01, by failing to register the trade name Ron Lewis Cement with the Ohio Secretary of State.
26. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

Count 3 – Abandoning the Worksite After Partial Performance

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
28. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by accepting payment from consumers and beginning work at consumers'

residences but abandoning the worksite and failing or refusing to complete performance of the contracted work.

29. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA

Failure to Offer Three Day Right to Cancel

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
31. Defendant engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and R.C. 1345.23(B) of the HSSA, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale within three business days after the transaction date.
32. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendant 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 Defendant, doing business under his own name, the name Ron Lewis Cement, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate 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., 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., 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 Defendant, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of Defendant.
- D. ASSESS, FINE, AND IMPOSE upon Defendant a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with a consumer transaction.
- F. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendant to pay all court costs.
- H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Emily G. Dietz
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