

1345.01 *et seq.*

2. The actions described below of Defendant Building with Faith Construction LLC (“Building with Faith”) and Defendant Joseph Schlosser (“Schlosser”) (collectively, “Defendants”) have occurred in the State of Ohio, including in Defiance County, 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.*
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 Defiance County is where Defendant Schlosser resides and where Defendants conducted some of the activity that gave rise to Plaintiff’s claims for relief.

DEFENDANTS

5. Defendant Building with Faith is an Ohio limited liability corporation that utilized multiple addresses: 916 E 2nd St., Defiance, Ohio 43512; L902 OH-108, Napoleon, Ohio 43545; and 27450 Defiance Ayersville Pleasant Bend Rd. Apt. A, Defiance, Ohio 43512.
6. Defendant Schlosser is a natural person residing at 204 Cleveland Avenue, Defiance, Ohio 43512.
7. At all times relevant herein, Defendant Schlosser controlled and directed the business activities and sales conduct of Defendant Building with Faith, causing, personally participating in, or ratifying the acts and practices of Defendant Building with Faith, including the conduct giving rise to the violations described herein.
8. Defendants are “suppliers” as Defendants were, at all times relevant herein, engaged in the business of effecting or soliciting “consumer transactions” by soliciting and selling goods

or services to individual “consumers” for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

9. Defendants solicited consumers for the purchase of Defendants’ home improvement goods and services, including general contracting, home additions, and remodeling.
10. Defendant Schlosser personally met with consumers to provide them with the estimated cost of their desired project.
11. Defendant Schlosser prepared, and Defendants entered into, contracts with consumers to provide home improvement goods and services, including, but not limited to, building home additions, repairing and replacing roofs, installing siding, and remodeling bathrooms.
12. In the contracting process, Defendant Schlosser represented to some consumers that certain services, such as plumbing or electrical work, would be performed by subcontractors.
13. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services; some consumers paid this deposit by handing Defendant Schlosser a personal check. Some consumers paid Defendants a deposit of as much as 50% of the contract price.
14. Defendants’ contract specified that this deposit would be used to purchase the materials necessary for the project.
15. Defendant Schlosser communicated with consumers on behalf of Defendant Building with Faith. When consumers became dissatisfied with Defendants’ work, consumers communicated their concerns to Defendant Schlosser.
16. Defendant Schlosser directed the activities of Defendant Building with Faith’s employees, sending workers to consumers’ homes to perform work on contracted projects.

17. In some instances, after receiving payments or deposits from consumers, Defendants failed to deliver the contracted home improvement goods and services.
18. In at least one instance, after receiving payment, Defendants provided some of the contracted home improvement goods and services but then abandoned the worksite without completing performance.
19. In some instances, Defendants provided the contracted home improvement goods and services in a shoddy, substandard, unworkmanlike, or incomplete manner and failed to correct such work.
20. In some instances, Defendants damaged consumers' property and failed to repair the property or pay for the damage.
21. In at least one instance, Defendant Schlosser admitted to a consumer that he had spent the consumer's deposit on other projects and needed additional money to purchase materials.
22. In at least one instance, Defendants failed to provide a consumer with the services of subcontractors that Defendant Schlosser had promised.
23. Consumers who did not receive their contracted home improvement goods and services requested refunds of their upfront payments from Defendants.
24. Defendants failed to refund consumers' payments despite consumers' requests for refunds.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count 1 – Failure to Deliver

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
26. Defendants 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 – Shoddy and Substandard Work

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 entering into contracts with consumers to provide home improvement goods and services but then providing some of the contracted home improvement goods and services in a shoddy, substandard, unworkmanlike, or incomplete manner and then failing to correct such work.
29. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants 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

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
31. Defendants 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.
32. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. 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, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *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.*, in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of Defendants.
- 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. ISSUE AN INJUNCTION prohibiting 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.
- F. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendants 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
Emily G. Dietz (0104729)
Brandon C. Duck (0076725)
Counsel for Plaintiff, State of Ohio
Assistant Attorneys General
Consumer Protection Section
Office of the Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-3493
(614) 466-1031
Emily.Dietz@OhioAGO.gov
Brandon.Duck@OhioAGO.gov