

**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.)	
)	
ROYALTY HOME RENOVATIONS, LLC)	COMPLAINT AND REQUEST
c/o Daniel L. King, Statutory Agent)	FOR DECLARATORY
4800 Duvall Rd., Lot 271)	JUDGMENT, INJUNCTIVE RELIEF,
Ashville, Ohio 43103)	CONSUMER RESTITUTION,
)	CIVIL PENALTIES, AND
and)	OTHER APPROPRIATE RELIEF
)	
DANIEL L. KING)	
4800 Duvall Rd., Lot 271)	
Ashville, Ohio 43103)	
)	
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 Royalty Home Renovations, LLC (“RHR”) and Daniel L. King (“King”)(collectively, “Defendants”), hereinafter described, have occurred in Franklin 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.* 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)(3) in that Franklin County is where the Defendants conducted activity out of which this action arises.

DEFENDANTS

5. Defendant King is a natural person with a last known address located at 4800 Duvall Rd., Lot 271, Ashville, Ohio 43103.
6. Defendant RHR is a domestic limited liability company registered with the Ohio Secretary of State on or about December 12, 2022.
7. At all times pertinent hereto, Defendants did business under the name “Royalty Roofing,” but did not register the trade name with the Ohio Secretary State.
8. Defendant King is the sole owner of Defendant RHR.
9. At all times pertinent hereto, Defendant King controlled and directed the business activities and sales conduct of Defendant RHR, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
10. Defendants are each a “supplier,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by soliciting for sale, selling, and providing 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) and (D).

STATEMENT OF FACTS

11. Defendants engaged in business under the Royalty Roofing trade name to solicit for sale, sell, and provide indoor and outdoor home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Franklin County.
12. Defendants operated the business out of Defendant King's residence.
13. The home improvement goods and services offered by the Defendants included, but were not limited to, roof and siding replacement, painting, deck repairs, and general home renovation work.
14. Prior to providing home improvement goods and services, Defendants entered into contractual agreements with consumers under the trade name Royalty Roofing.
15. Defendant King participated directly in the solicitation and sale of home improvement goods and services, including but not limited to, by:
 - a. contacting and meeting with consumers at their residences to solicit and sell the home improvement goods and services;
 - b. determining the necessary specifications, completion dates, and pricing for the home improvement goods and services;
 - c. scheduling and/or performing the work for the home improvement goods and services;
 - d. signing consumer contracts for the home improvement goods and services under the Royalty Roofing trade name; and
 - e. collecting advance deposits and subsequent payments from consumers for the home

improvement goods and services.

16. After consumers signed a contract with the Defendants and made their required deposits and/or payments, Defendants, in some instances, did not provide the home improvement goods and services within eight weeks from the date of the contract or date of promised performance.
17. When Defendants failed to provide services within eight weeks, Defendants also 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.
18. After consumers signed a contract with the Defendants and made their required deposits and/or payments, in some instances, Defendants began to provide the home improvement goods and services but then abandoned the consumers residences without completing the contracted for work.
19. In some instances, Defendants failed to refund consumer payments for contracted work that was not completed despite consumer requests that Defendants do so.

VIOLATIONS OF OHIO'S CONSUMER SALES PRACTICES ACT

COUNT I- FAILURE TO DELIVER

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

22. 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 – ABANDONING WORKSITE AFTER PARTIAL PERFORMANCE

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
24. Defendants committed unfair or deceptive acts or 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 but then abandoning the consumer residence worksites without completing the same.
25. 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, 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.

- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of 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.* and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *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 of the CSPA described herein.
- E. ISSUE AN INJUNCTION, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, enjoining each of the Defendants 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
W. Travis Garrison (0076757)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
Phone: 614-728-1172/Fax: 844-243-0045
Email: travis.garrison@ohioago.gov

Counsel for Plaintiff, State of Ohio