

**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<sup>th</sup> Floor )  
Columbus, Ohio 43215 )  
Plaintiff, ) Judge:  
v. )  
ERIC RUGH )  
DBA RUGH'S REMODELING ) **COMPLAINT AND REQUEST FOR**  
AND RESTORATION, LLC, AND ) **DECLARATORY JUDGMENT,**  
DBA RUGH'S REMODELING AND ) **INJUNCTIVE RELIEF, CONSUMER**  
RESTORATION, AND ) **RESTITUTION, CIVIL PENALTIES,**  
DBA RUGH'S REMODELING ) **AND OTHER APPROPRIATE RELIEF**  
4059 Alton Darby Creek Rd. )  
Hilliard, OH 43026 )  
and )  
RUGH'S REMODELING, LLC )  
C/O REGISTERED AGENT )  
ERIC DAVID RUGH )  
3211 Hilliard Rome Road )  
Hilliard, OH 43026 )  
Defendants. )

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**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 Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*

2. The actions of Eric David Rugh (“Rugh”) and Rugh’s Remodeling, LLC (“Remodeling”) (collectively “Defendants”), hereinafter described, have occurred in Franklin 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), (2), (3), and (6), in that Defendants reside in Franklin County, this is the county where Defendants had their principal place of business, where they conducted some of the activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.

#### **DEFENDANTS**

5. Defendant Eric David Rugh is a natural person residing at 4059 Alton Darby Creek Rd., Hilliard, Ohio 43026.
6. Defendant Rugh’s Remodeling, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on July 16, 2024.
7. At various times relevant to this action, Defendants did business using the names Rugh’s Remodeling and Restoration, LLC, Rugh’s Remodeling and Restoration, and Rugh’s Remodeling to engage in the business of soliciting, offering for sale, and selling roof and siding replacement due to storm damage.

8. Defendant Rugh, at all times relevant to this action, controlled and directed the business activities and sales conduct of Rugh's Remodeling, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
9. Defendants are each a "supplier," as they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for home improvement goods and services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).

#### **STATEMENT OF FACTS**

10. Defendants provided home improvement and construction services, including roofing services, to consumers in Ohio, including Franklin County.
11. Defendants solicited and sold home improvement goods and services at the residences of Ohio consumers.
12. In at least one instance, Defendant Rugh signed a contract on behalf of Defendant Remodeling with a consumer for Defendants to perform home improvement goods and services.
13. Defendants accepted down payments for home improvement goods and services, specifically roofing services.
14. In at least one instance, Defendant Rugh responded directly to a consumer's request and released her from further obligations to the Defendants under the contract.
15. Defendant Rugh controlled the financial transactions for Defendant Remodeling, including receiving deposits and making payments on behalf of Defendant Remodeling.
16. Defendant Rugh's name is on the bank account for Defendant Remodeling.

17. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and provide the services.
18. In some instances, after receiving payment, Defendants began work under the contract but then failed to complete the work or provide a timely refund.
19. In some instances, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
20. In some instances, Defendants failed to repair damage caused by their shoddy workmanship.
21. In some instances, Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.
22. Defendants' contracts include a five year "workmanship warranty," and Defendants failed to honor those warranties.

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

**COUNT I- FAILURE TO DELIVER**

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 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 goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and 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 goods or services of equal or greater value as a good faith substitute.

**COUNT II- SHODDY, SUBSTANDARD, OR INCOMPLETE WORK**

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
26. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
27. 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).

**COUNT III- FALSE REPRESENTATION OF WARRANTIES**

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(B)(10), by representing to a consumer that goods and services sold by Defendants contained a warranty and then failing to honor the warranty.
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 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.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*
- 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.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. 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).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transactions in this state until such time as Defendants 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 incurred 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 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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BRANDON C. DUCK (0076725)  
Assistant Attorney General  
Counsel for Plaintiff, State of Ohio  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-466-1031  
Brandon.Duck@OhioAGO.gov  
*Counsel for Plaintiff*