

STATE OF OHIO ex rel.)
ATTORNEY GENERAL)
DAVE YOST) Case No:
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)
Plaintiff,) Judge:
v.)
BRIAN E. PRIEST individually and dba) COMPLAINT AND REQUEST FOR
PRIEST ROOFING, SIDING,) DECLARATORY JUDGMENT,
AND REMODELING) INJUNCTIVE RELIEF, CONSUMER
12797 Mermill Road) RESTITUTION, CIVIL PENALTIES,
Portage, OH 43451-9622) AND OTHER APPROPRIATE RELIEF
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 the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*
2. The actions of Brian C. Priest individually and dba Priest Roofing, Siding and Remodeling, hereinafter described, have occurred in Wood County and other counties in the State of Ohio 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.*, 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)(3) in that Wood County is the county where Defendant conducted some of the activity that gave rise to this claim for relief.

DEFENDANT

5. Defendant Priest is a natural citizen residing at 12797 Mermill Road, Portage, OH 43451 and is the sole owner and operator doing business as Priest Roofing, Siding, and Remodeling (Priest Roofing). Priest Roofing is not registered with the Ohio Secretary of State.
6. Defendant is a “supplier,” as he engages in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement services, including roof, window and siding replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).
7. 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

8. Defendant solicits and sells home improvement goods and services, including roof, window and siding replacements, to consumers at the consumers’ residences.
9. Defendant does 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.

10. Defendant enters into contracts with consumers using the name Priest Roofing to provide various home improvement services, including roof, window and siding replacements.
11. Defendant Priest signs the contracts on behalf of Priest Roofing.
12. Defendant accepts down payments in exchange for various home improvement services, including roof, window and siding replacements.
13. Ohio consumers made down payments to Defendant for the contracted services with personal checks made payable to Defendant.
14. In some instances, Defendant provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
15. In some instances, after receiving payment, Defendant began work but thereafter abandoned the worksite and failed to complete the work.
16. In some instances, Defendant failed to secure the necessary permits to begin the contracted work before accepting down payments from Ohio consumers.
17. At the time of the transactions, Defendant failed to notify consumers of their rights to cancel the transactions and Defendant's contracts failed to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

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

CSPA COUNT 1 – SHODDY AND SUBSTANDARD WORK

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
19. Defendant 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 or unworkmanlike manner and then failing to correct such work.
20. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

**CSPA COUNT 2 - ABANDONING THE WORKSITE
AFTER PARTIAL PERFORMANCE**

21. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth in paragraphs in the preceding paragraphs of this Complaint.
22. Defendant violated the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and began work at consumers' residences but abandoned the work site and refused to complete performance of the contracted work.
23. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

CSPA COUNT 3 – FAILURE TO SECURE NECESSARY PERMITS

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

25. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by accepting deposits from consumers without having permits or being licensed to perform the contracted work.

26. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATION OF THE HSSA
FAILURE TO OFFER THREE DAY RIGHT TO CANCEL

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

28. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale before midnight of the third business day after the consumers signed an agreement.

29. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* 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 DECLARATORY JUDGMENT 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 the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendant, his agents, employees, successors or assigns, and all persons acting in concert and participation with him, 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.*, and the HSSA, R.C. 1345.21 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining 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.
- D. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendant's conduct as set forth in this Complaint.
- E. ASSESS, FINE, and IMPOSE upon Defendant 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) and R.C. 4722.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.

G. ORDER Defendant 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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