

**IN THE COURT OF COMMON PLEAS
HANCOCK 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.)	
)	
CODY GLICK)	COMPLAINT AND REQUEST FOR
d/b/a Cody Glick’s Remodeling and)	DECLARATORY JUDGMENT,
Landscape)	INJUNCTIVE RELIEF, CONSUMER
10329 Parkwood Drive)	RESTITUTION, CIVIL PENALTIES,
Findlay, Ohio 45840)	AND OTHER APPROPRIATE RELIEF
)	
Defendant.)	
)	

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 Defendant Cody Glick doing business as Cody Glick’s Remodeling and Landscape (“Defendant”), hereinafter described, have occurred in Hancock County as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *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 Hancock County is the county where Defendant is located and conducted activity that gave rise to the claims for relief.

DEFENDANTS

5. Defendant Cody Glick (“Defendant”) is a natural person residing at 10329 Parkwood Drive, Findlay, Ohio 45840.
6. Defendant was doing business as Cody Glick’s Remodeling and Landscape (“the business”) which is not registered with the Ohio Secretary of State.
7. Defendant is a “supplier,” as he engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for the 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).
8. Defendant, at all times pertinent hereto, controlled and directed the business’ activities and sales, and personally participated in providing services, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

9. Defendant operated the business out of his home at 10329 Parkwood Drive, Findlay, Ohio 45840.
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 and sold home improvement goods and services including landscaping and home repair to consumers at the residences of consumers.

12. In some instances, after receiving payment, Defendant failed to deliver the home improvement goods or services.
13. In some instances, Defendant after failing to deliver home improvement services allowed eight weeks to elapse without providing the services.
14. In some instances, Defendant after failing to deliver the home improvement services, failed to advise the consumers of the duration of an extended delay.
15. In some instances, Defendant after failing to deliver the home improvement services, failed to provide a refund within two weeks or furnish similar goods or services of equal or greater value as a good faith substitute.
16. In some instances, Defendant provided home improvement services in an incomplete, shoddy, substandard and unworkmanlike manner and then failed to correct such work.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT 1 - FAILURE TO DELIVER

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
18. Defendant 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 2 - SHODDY AND SUBSTANDARD WORK

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
20. 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 and unworkmanlike manner and then failing to correct such work.
21. 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).

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 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 the name Cody Glicks Remodeling and Landscape 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. 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).
- 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
OHIO ATTORNEY GENERAL



DREW SMITH (0070188)
Consumer Protection Section
Cleveland Regional Office
615 W. Superior Ave., 11th fl.
Cleveland, OH 44113-1899
(216) 787-3030

Drew.Smith@OhioAGO.gov

Counsel for Plaintiff State of Ohio