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DOUGLAS F. CUBBERLEY
CLERK OF COURTS WOOD COUNTY OHIO

IN THE COURT OF COMMON PLEAS
WOOD COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad St., 14th Floor Columbus, Ohio 43215 Plaintiff, v.	)	Case No: Judge:
CODY P. JENNINGS 13910 Silver Street Weston, OH 43569 and JENNINGS REMODELING, LLC c/o Cody Jennings, Statutory Agent 13910 Silver Street Weston, OH 43569 and ROOFLINE, LLC c/o Cody Jennings, Statutory Agent 13910 Silver Street Weston, OH 43569 and CPJ HOLDINGS CORP c/o Cody Jennings, Statutory Agent 13910 Silver Street Weston, OH 43569 Defendants.	)	COMPLAINT AND REQUEST FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF, CONSUMER RESTITUTION, CIVIL PENALTIES, AND OTHER APPROPRIATE RELIEF

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, D. Andrew Wilson, 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 Cody P. Jennings ("Jennings"), Jennings Remodeling, LLC ("JRL"), Roofline, LLC ("Roofline"), and CPJ Holdings Corp. ("CPJ") (collectively, "Defendants"), hereinafter described, have occurred in Wood 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*., 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 a county where the Defendants conducted activity out of which this action arises.

DEFENDANTS

5. Defendant Jennings is a natural person with a last known address located at 13910 Silver Street, Weston, Ohio 43569.

6. Defendant JRL is a domestic limited liability company registered with the Ohio Secretary of State on or about December 24, 2021.

7. Defendant JRL registered the trade name "Riverbend Contractors" with the Ohio Secretary of State on or about January 26, 2024.

8. Defendant Roofline is a domestic limited liability company registered with the Ohio Secretary of State on or about January 1, 2024.

9. Defendant CPJ is a domestic limited liability company registered with the Ohio Secretary of State on or about January 16, 2023.

10. Upon information and belief, Defendant Jennings, directly or indirectly through another entity, is the sole owner of Defendants JRL, Roofline, and CPJ.

11. At all times pertinent to this action, Defendant Jennings controlled and directed the business activities and sales conduct of Defendants JRL, Roofline and CPJ, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

12. 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).

13. Defendants each engaged in "home solicitation sales" as "sellers" as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

14. Defendants engaged in business under either their own names or the trade name "Riverbend Contractors" to solicit for sale, sell, and provide home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Wood County.

15. The home improvement goods and services offered by the Defendants included, but were not limited to, interior and exterior general home renovation work and new home additions.

16. At all times pertinent to this action, Defendants operated out of Defendant Jennings' residence located at 13910 Silver Street, Weston, Ohio 43569, and the Defendants 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.

17. Sales of Defendants' home improvement goods and services were memorialized in contractual agreements between the consumers and either Defendant JRL, Defendant Roofline, or Defendant CPJ, and included, among other terms, design specifications, cost, and payment schedule.

18. After consumers signed contracts with Defendants and made their required payments, Defendants, in some instances, failed to provide the contracted home improvement goods and services to consumers.

19. When Defendants failed to provide the contracted home improvement goods and 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.

20. As of the date of filing of this complaint, Defendants have failed to provide consumers with the contracted home improvement goods and services or a refund, far exceeding eight weeks from the date of the contract or promised performance.

21. After consumers signed a contract with the Defendants and made their required payments, Defendants in some instances commenced construction on the contracted home

improvement goods and services but then subsequently abandoned the consumer residence worksites without completing performance under the contract or refunding the consumer payments.

22. In some instances, the home improvement goods and services that were provided by the Defendants were provided in a shoddy, substandard, and unworkmanlike manner, and Defendants failed to either correct the same or refund consumer payments.

23. In some instances, Defendants failed to obtain necessary construction permits and/or approvals for commencing, continuing, and/or completing work on the home improvement projects.

24. The contractual agreements used by the Defendants in the sale of their home improvement goods and services failed to include language notifying consumers of their right to cancel their contracts within three business days and failed to attach or otherwise provide notice of cancellation forms describing the consumers' rights regarding the same.

25. Defendant Jennings participated directly in the solicitation and sale of the home improvement goods and services. His participation included, but is not limited to, the following:

    a. contacting and meeting with consumers at their residences to solicit and sell the home improvement goods and services;

    b. drafting the terms and conditions of the consumer contracts for the home improvement goods and services, including the design specifications, cost, estimated construction timelines, and cancellation rights;

    c. signing consumer contracts for the home improvement goods and services on behalf

of either Defendant JRL, Defendant Roofline, or Defendant CPJ;

d. scheduling and/or performing the work for the home improvement goods and services;

e. determining the necessary construction permits for the home improvement goods and services and obtaining the same; and

f. collecting deposits and subsequent payments from consumers for the home improvement goods and services.

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

COUNT I - FAILURE TO DELIVER

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

27. 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.

28. 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 – SHODDY AND SUBSTANDARD WORK

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

30. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into consumer transactions with consumers to provide home improvement goods and services but then providing some of the contracted services in a shoddy, substandard, and unworkmanlike manner without correcting the same.

31. 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 – ABANDONING WORKSITE AFTER PARTIAL PERFORMANCE

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

33. 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.

34. 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 IV – FAILURE TO OBTAIN NECESSARY PERMITS

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth

in the preceding paragraphs of this Complaint.

36. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), as determined through R.C. 1345.02(G), by failing to obtain construction permits and approvals necessary for providing the home improvement goods and services that they contracted with consumers to provide.

37. 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).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATION OF THE HSSA

FAILURE TO PROVIDE PROPER NOTICE
OF THREE-DAY RIGHT OF RESCISSION

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

39. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by entering into agreements with consumers at their residences to provide home improvement goods and services but then failing to properly notify consumers of their right to cancel their contracts within three business days and failing to attach or otherwise provide a notice of cancellation form describing the consumers' rights regarding the same.

40. 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.,* 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 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*., its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.,* and the HSSA, R.C. 1345.21 *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,

D. ANDREW WILSON
Attorney General

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