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IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad St., 14th Floor Columbus, Ohio 43215	)	Case No:
Plaintiff,	)	Judge:
v.	)	
AKCURAT CONSTRUCTION, LLC c/o Tyleigh Akcurat Inman, Statutory Agent 125 E. Maryland Ave. Sebring, Ohio 44672	)	COMPLAINT AND REQUEST FOR DECLARATORY JUDGMENT, INJUNCTIVE RELIEF, CONSUMER RESTITUTION, CIVIL PENALTIES, AND OTHER APPROPRIATE RELIEF
and	)	
TYLEIGH AKCURAT INMAN 125 E. Maryland Ave. Sebring, Ohio 44672	)	
Defendants.	)	

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 Akcurat Construction, LLC ("Akcurat") and Tyleigh Akcurat Inman ("Inman") (collectively, "Defendants"), hereinafter described, have occurred in Mahoning 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.*, 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 Mahoning County is a county where the Defendants conducted activity out of which this action arises.

DEFENDANTS

5. Defendant Inman is a natural person with a last-known address located at 125 E. Maryland Ave., Sebring, Ohio 44672.

6. Defendant Akcurat is a domestic limited liability company registered with the Ohio Secretary of State on or about August 15, 2023.

7. Upon information and belief, Defendant Inman is the sole owner of Defendant Akcurat.

8. At all times pertinent to this action, Defendant Inman controlled and directed the business activities and sales conduct of Defendant Akcurat, 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 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).

10. 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

11. Defendants engaged in the business of soliciting for sale, selling, and providing home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Mahoning County.

12. 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.

13. At all times pertinent to this action, Defendants operated the business out of Defendant Inman's residence located at 125 E. Maryland Ave., Sebring, Ohio 44672, 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.

14. Defendants' memorialized the sale of home improvement goods and services in contractual agreements between Defendant Akcurat and the consumers, and included, among other terms, design specifications, cost, and payment schedule.

15. After consumers signed a contract with Defendant Akcurat and made their required payments, Defendants failed to follow construction timelines for the home improvement projects that were represented to consumers.

16. In some instances, after Defendants commenced work on the contracted home improvement goods and services, the Defendants completely abandoned the consumer residence worksites without completing the contracted for work and without refunding consumer payments for contracted work that was not completed.

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

18. 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.

19. Defendant Inman participated directly in the solicitation, sale, and delivery 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 Defendant Akcurat;

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

e. 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 – SHODDY AND SUBSTANDARD WORK

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 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.

22. 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 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).

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

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

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

27. 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.

28. 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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