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AJ WILLIAMS
COMMON PLEAS COURT
GREENE COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
GREENE COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad Street, 14th Floor Columbus, Ohio 43215 Plaintiff v. DAVID ROSE, INDIVIDUALLY AND DBA PROCARE PROPERTY SOLUTIONS & TREE CARE 4641 Dayton Springfield Road Springfield, OH 45502 Defendant.	**Case No.** 2026CV0930 **Judge** JUDGE TORNICHIO **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 Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*
2. The actions of David Rose ("Defendant"), hereinafter described, have occurred in Greene County and other counties and, as set forth below, are in violation of the CSPA, 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.
4. This Court has venue to hear this case pursuant to Civ.R. 3(C)(3) and Civ.R. 3(C)(6) because Defendant conducted some of the activity giving rise to the claims for relief in Greene County and Greene County is the county in which all or part of the claims for relief arose.

DEFENDANT

5. Defendant David Rose is a natural person who, on information and belief, resides at 4641 Dayton Springfield Road in Springfield, Ohio.
6. At various times relevant to this action, Defendant did business using the name ProCare Property Solutions & Tree Care, to engage in the business of soliciting, offering for sale, and engaging in the business of removing trees, limbs, and tree stumps, and other associated activities.
7. The name ProCare Property Solutions & Tree Care is not registered with the Ohio Secretary of State to conduct business in this state.
8. Defendant is a "supplier" because he 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).
9. Defendant is a "seller" engaging in "home solicitation sales" as those terms are defined in the HSSA, R.C. 1345.21(A) and (C), because Defendant engaged in personal solicitation at the residences of "buyers," as defined by R.C. 1345.21(D).

STATEMENT OF FACTS

10. Defendant solicited and sold home improvement goods ande services including tree trimming, tree removal, branch trimming, branch removal, stump removal, and other exterior work ("Tree Trimming") to Ohio consumers.
11. Defendant solicited and sold Tree Trimming services at the residences of Ohio consumers.
12. Defendant does not have a retail business establishment at a fixed location where goods are exhibited or services are offered for sale on a regular basis.
13. Defendant entered into written contracts with consumers for Tree Trimming services using the name ProCare Property Solutions & Tree Care.
14. Defendant personally solicited consumers in Greene County and other counties to enter into Tree Trimming contracts with Defendant.
15. In some circumstances, while at consumers' homes, Defendant personally convinced some consumers to contract for Tree Trimming services.
16. In some circumstances, while at consumers' homes, Defendant used high pressure sales tactics to convince consumers to contract for Tree Trimming services.
17. Defendant required consumers to make large upfront payments for Tree Trimming services.
18. In some instances, after Defendant accepted monetary deposits from consumers for the purchase of Tree Trimming services, Defendant failed to provide the contracted services.
19. In some instances, Defendant provided Tree Trimming services to consumers that were shoddy, substandard, or incomplete, and then failed to correct such services.
20. In some instances, after receiving payment, Defendant began work but then abandoned the work and failed or refused to complete the work.

21. In some instances, Defendant knowingly made misleading statements on which the consumers relied to their detriment.
22. The written contracts used by Defendant did not contain any notice of a consumer's right to cancel.
23. The written contracts used by Defendant did not contain an address for Defendant.
24. In some instances, Defendant did not leave a copy of the written contract with the buyer.
25. Consumers who did not receive their contracted-for Tree Trimming services requested refunds from Defendant.
26. In some circumstances, Defendant permitted more than eight weeks to elapse without delivering the promised Tree Trimming services or making a full refund.
27. Defendant failed to provide requested refunds to consumers for whom they failed to deliver or failed to complete the Tree Trimming services.
28. At least one consumer who entered into a contract with Defendant was forced to pay a third party to repair Defendant's shoddy work after a branch fell on the consumer's house and caused significant damage.
29. As a result of Defendant's actions, consumers suffered monetary damages.

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

COUNT I – Failure to Deliver

30. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.
31. 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.

32. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II – Shoddy, Substandard, or Incomplete Work

33. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

34. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement goods and services in an incomplete, shoddy, substandard or unworkmanlike manner and then failing to correct such work.

35. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – Abandoning the Worksite After Partial Performance

36. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

37. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning work at consumers' residences but abandoning the worksites and failing to or refusing to complete performance of the contracted home improvement goods or services.

38. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

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

COUNT I – Failure to provide notice of right to cancel

39. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

40. 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 give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.

41. 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).

COUNT II – Failure to provide seller's address in written contract

42. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

43. 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(A), by failing to include the seller's address in the written contract.

44. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – Failure to leave a copy of the written contract with buyer

45. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

46. 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(A), by failing to leave a copy of the written contract with the buyer.

47. 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 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.*

B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining 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 AN INJUNCTION, pursuant to R.C. 1345.07(F), prohibiting Defendant from engaging in business as a supplier in any consumer transactions in this state until such time as Defendant have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.

D. ORDER, pursuant to R.C. 1345.07(B), Defendant to pay damages to all consumers injured by the conduct of Defendant as set forth in this Complaint.

E. ASSESS, FINE, and IMPOSE, pursuant to R.C. 1345.07(D), on Defendant a civil penalty of up to $25,000.00 for each separate and appropriate violation of the CSPA described herein.

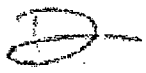
F. GRANT Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.

G. ORDER 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,

D. ANDREW WILSON
Attorney General



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