

IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

STATE OF OHIO, ex rel.
MICHAEL DEWINE
Ohio Attorney General
Cleveland Regional Office
615 W. Superior Avenue, 11th Floor
Cleveland, Ohio 44113-1899

Plaintiff,

-vs-

JOSEPH M. ALLEN
171 Court St. #102
Fairlawn, OH 44333

And

A KI RESTORATION, LLC
865 W. Liberty St., Ste. 170
Medina, Ohio 44256

Defendants

CASE NO.

JUDGE

COMPLAINT AND REQUEST FOR
INJUNCTIVE AND DECLARATORY
RELIEF, CONSUMER RESTITUTION
AND CIVIL PENALTIES

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, 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 Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.

2. The actions of Defendants, Joseph Allen (“Defendant Allen”) and A Ki Restoration, LLC (referred to collectively as “Defendants”), hereinafter described, have occurred in the State of Ohio, and in Summit County as well as other counties around the State of Ohio as set forth below, and are in violation of the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq., its Substantive Rules O.A.C. 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.

3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.05 of the Consumer Sales Practices Act.

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1) and (3), in that Defendant resides in Summit County and some of the transactions complained of herein, and out of which this action arises, occurred within Summit County, Ohio.

DEFENDANTS

5. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through four (1-4) of this Complaint.

6. Defendant Joseph Allen is a natural person whose last known address is 171 Court Street #102, Fairlawn, OH 44333.

7. Defendant Allen is an Agent of A Ki Restoration, LLC and directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day to day activities and practices of the business entity herein described as Defendant A Ki Restoration, LLC.

8. Defendant A Ki Restoration, LLC is an Ohio-registered limited liability company with its principal place of business located at 865 W. Liberty St., Ste. 170, Medina, OH 44256.

9. Defendants are suppliers as that term is defined in R.C. 1345.01(C) as Defendants at all times relevant herein, engaged in the business of effecting “consumer transactions” which were primarily personal, family or household, by soliciting service and performing the service of roofing and repair work for “individuals” from Summit County and other Counties within the State of Ohio, within the meaning specified in R.C. 1345.01(A) and 1345.01(D).

10. Defendants, as described below, were at all relevant times hereto “sellers” engaged in the business of effecting home solicitation sales by soliciting and selling home improvements to “buyers” at the buyers’ personal residences in Summit County as well as other counties in the State of Ohio, for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

STATEMENT OF FACTS

11. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through nine (1-9) of this Complaint.

12. At all times relevant to this action, Defendants have solicited consumers for roof repair and related home improvement services in Summit County, Ohio as well as other counties within the State of Ohio.

13. Defendants solicited and sold home improvement goods and services at the residences of buyers.

14. Defendants have accepted payments for roof repair, have failed to provide those ordered repairs, and have failed to refund those consumers.

15. Defendants received many of these payments through insurance claims filed on behalf of the consumers, taking these claim checks as payment for the purpose of roofing repair which the Defendants then failed to complete and failed to refund the payments to consumers.

16. After receiving payment, Defendants would sometimes commence the home improvement project, but then fail to complete the contracted work.

17. Defendants did not properly notify consumers of their cancellation rights nor provide consumers with the appropriate notice of cancellation.

18. The Ohio Attorney General's Office has received numerous consumer complaints regarding Defendants. A representation of some of these complaints is included in paragraphs fifteen and sixteen (15 and 16). By listing these examples, Plaintiff is not limiting his request for relief in this Complaint to these specified consumers, but rather illustrating the types of complaints received. Numerous complaints about Defendants have been registered with the Better Business Bureau of Greater Cleveland, in addition to the Ohio Attorney General's Office.

19. Consumer Ball entered into a contract with Defendants for Nine Thousand and Five Dollars and Seventy Cents (\$9,500.70) for the repair of consumer Ball's roof and siding. Defendants sent a work crew that worked slowly and sporadically on said project, leaving the property scattered with debris, trash and construction materials. Consumer Ball contacted Defendants several times to complain about the slow speed in which the work was being completed, and upon returning to the property on or about August 29, 2013, discovered the City of South Euclid had issued a Stop Work Order Notice due to Defendants' failure to procure the requisite work permit. To date, Defendants have not completed the contracted work on consumer's property, leaving the structure vulnerable to the elements.

20. Consumer Dudley entered into a contract with Defendants to do residential roofing repair in the amount of Eight Thousand Three Hundred Fifty-One Dollars and Thirty-Six Cents (\$8,351.36). Consumer Dudley received a check from her insurance company for \$8,351.36, which was endorsed and turned over to Defendants as payment for the contract. Defendants cashed the check, yet failed to do the contracted work, appear or even to return consumer's multiple telephone calls.

21. Defendants' failure to perform contracted home improvement services in a proper manner has resulted in harm to consumers and required these consumers to incur additional expenses to have Defendants' contracted work completed and/or corrected.

COUNT ONE
FAILURE TO DELIVER

22. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through sixteen (1-16) of this Complaint.

23. Defendants have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practice Act, R.C. 1345.02 and O.A.C. 109:4-3-09, by selling roof repair services to consumers, receiving insurance payments for these services, and then failing to deliver the contracted services or to refund the insurance payments to consumers within eight weeks.

COUNT TWO
VIOLATIONS OF THE HOME SOLICITATION SALES ACT

24. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through twenty-three (1-23) of this Complaint.

25. Defendants violated the HSSA, R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers an appropriate notice of cancellation form.

26. These acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

COUNT THREE
FAILURE TO GAIN PERMITS OR LICENSES

27. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through eighteen (1-18) of this Complaint.

28. Defendants accepted payment from consumer Ball and began work on the consumer's house without the proper permits or licenses to perform the work contracted for, in violation of the Consumer Sales Practices Act, R.C. 1345.02(A). 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:

A. **ISSUE** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation, and from further violating

B. ISSUE a declaratory judgment declaring that each act or practice complained of in this Complaint violates the Consumer Sales Practices Act, and its Substantive Rules in the manner set forth in this Complaint;

C. IMPOSE upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each violation of the Consumer Sales Practices Act pursuant to R.C. 1345.07(D);

D. ORDER that all contracts entered into between Defendants and Ohio consumers by unfair or deceptive acts or practices and in violation of the HSSA be rescinded with full restitution to the consumers;

E. As a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, **ORDER** Defendants, their successors or assigns, under these or any other names, to maintain in their possession and control for a period of five (5) years all business records relating to Defendants' solicitation or effectuation of business in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all of said records and further **ORDER** that copies of such records be provided at Defendants' expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives;

F. GRANT Plaintiff his costs in bringing this action;

G. ORDER Defendants to pay all court costs;

H. GRANT such further relief as justice and equity require.

Respectfully submitted,

MICHAEL DeWINE
OHIO ATTORNEY GENERAL

A handwritten signature in cursive script, appearing to read "Rebecca F. Schlag", written over a horizontal line.

REBECCA F. SCHLAG (0061897)

Senior Assistant Attorney General

THOMAS D. McGUIRE (0007121)

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