



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed:**  
**June 16, 2015 11:16**

By: REBECCA F. SCHLAG 0061897

Confirmation Nbr. 467347

STATE OF OHIO, EX REL. MICHAEL DEWINE

CV 15 847013

VTS.

**Judge:**

COMPLETE MASONRY & ROOFING, INC., ET AL.

DEENA R. CALABRESE

Pages Filed: 8

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

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

Plaintiff,

-vs-

Complete Masonry & Roofing, Inc.  
c/o Keith M. Miller  
796 W. Bagley Rd., Bldg. 15  
Berea, OH 44017

and

Complete Siding & Gutters, Inc.  
c/o Keith M. Miller  
1100 W. Bagley Road  
Berea, OH 44017

And

Complete Snow Removal, Inc.  
c/o Keith M. Miller  
4242 Clague Road  
North Olmsted, OH 44070

And

Keith M. Miller, Individually  
4242 Clague Road  
North Olmsted, OH 44070

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 Complete Masonry & Roofing, Inc., Complete Siding & Gutters, Inc., Complete Snow Removal, Inc. and Keith M. Miller ("Defendants"), hereinafter described, have occurred in the State of Ohio and in Cuyahoga County as well as other Ohio counties, and are in violation of the Ohio Consumer Sales Practices Act ("CSPA"), 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. 1345.04 of the CSPA.

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

## **DEFENDANTS**

5. Defendant Complete Masonry & Roofing, Inc. is a for profit corporation last operating at 796 W. Bagley Road, Bldg. 15, Berea OH 44017, registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.

6. Defendant Complete Siding and Gutters, Inc. is a for profit corporation last operating at 1100 W. Bagley Rd., Berea, OH 44017, and registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.

7. Defendant Complete Snow Removal, Inc. is a for profit corporation last operating at 4242 Clague Road, North Olmsted, OH 44070, and registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.

8. Defendant Keith M. Miller is a natural person whose last known address was 4242 Clague Road, North Olmsted, OH 44070.

9. At all times relevant to this action, Defendant Miller owned, operated, 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 three corporate Defendants sued herein; i.e., Defendant Complete Masonry & Roofing, Inc., Defendant Complete Siding & Gutters, Inc., and Defendant Complete Snow Removal, Inc.

10. Defendants are all "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting "consumer transactions" by providing services to individuals for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

11. 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 Cuyahoga 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**

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

13. Defendants solicited and sold these home improvement goods and services at the residences of Ohio consumers.

14. Defendants accepted payments for home improvement contracts and snow removal projects, but either failed to perform the contracted services, or only partially performed the contracted services and failed to refund the payments made by those consumers.

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

16. Defendants did not properly notify consumers of their cancellation rights, nor provide consumers with the appropriate notice of cancellation or with a timely refund when requested.

17. Defendants' failure to perform contracted home improvement services in a proper manner has resulted in harm to the consumers.

### **COUNT I** **FAILURE TO DELIVER GOODS AND/OR SERVICES** **OR ISSUE REFUNDS**

18. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in paragraphs one through seventeen (1-17) of this Complaint.

19. Defendants Complete Masonry & Roofing, Inc. and Keith M. Miller contracted with consumers to perform home improvement services, including roofing projects, taking money from the consumers to perform the contracted services and then failing to deliver the services contracted for.

20. Defendants Complete Siding & Gutters, Inc. and Keith M. Miller contracted with consumers to perform home improvement services, including siding projects, taking money from the consumers to perform the contracted services and then failing to deliver the services contracted for.

21. Defendants Complete Snow Removal, Inc. and Keith M. Miller contracted with consumers to perform home improvement services in the form of seasonal snow removal services, taking money from the consumers and then failing to deliver the season's snow removal services as contracted.

22. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and O.A.C. 109:4-3-09, by selling home improvement services to consumers, receiving payments for these contracted services, and then failing to deliver the contracted services or to refund the monies paid within a reasonable time.

**COUNT II**  
**VIOLATIONS OF THE HOME SOLICITATION SALES ACT**

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

24. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 et seq., in that Defendants procured the sale of consumer goods or services at the residences of consumers.

25. Defendants violated the HSSA, R.C. 1345.23(B) by failing to include appropriate cancellation language in the contracts entered into with consumers, or to give consumers the appropriate "notice of cancellation" required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(D)(2).

26. These actions constitute deceptive acts and/or practices in violation of the HSSA and the Direct Solicitations Rule, O.A.C. 109:4-3-11(A)(5), and the Ohio CSPA, R.C. 1345.02(A).

27. The acts and 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**  
**PERFORMING SUBSTANDARD/SHODDY WORK**

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

29. Defendant Complete Siding & Gutters, Inc. and Defendant Keith M. Miller contracted with consumers to perform siding work upon residential properties, which was performed in a substandard, shoddy manner.

30. Defendant Complete Siding & Gutters, Inc. and Defendant Keith M. Miller committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.

31. The acts and practices described above 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(A)(3).

### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court:

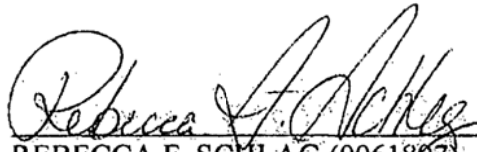
- A. ISSUE** a declaratory judgment declaring that each act or practice complained of herein violates the CSPA and its Substantive Rules in the manner set forth in the Complaint;
- B. ISSUE** a permanent injunction enjoining Defendants, under these or any other names, their agents, servants, representatives, salespersons, 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;
- C. IMPOSE** upon Defendants civil penalties in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA 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 in violation of the CSPA be rescinded with full restitution to the consumers, or order reimbursement for all consumers damaged by the unfair and deceptive acts and practices of the Defendants;
- E. ENJOIN** Defendants, as a means of ensuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in any consumer transactions as suppliers in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to litigation, including the repayment of consumer restitution and any civil penalties imposed;
- 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



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