

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO, *ex rel.* )  
RICHARD CORDRAY )  
ATTORNEY GENERAL OF OHIO )  
30 East Broad Street, Floor 14 )  
Columbus, Ohio 43215 )

Plaintiff, )

v. )

MID-OHIO COLLISION, LLC )  
2135 South James Road )  
Suite A )  
Columbus, Ohio 43232 )

and )

DOMINIC CIMINO )  
8438 Tibbermore Court )  
Dublin, Ohio 43017 )

Defendants. )

CASE NO. 10 CVH 1 1492  
JUDGE

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

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2010 JAN 29 PM 3:14  
CLERK OF COURTS

**JURISDICTION**

1. Plaintiff, State of Ohio, by and through Counsel, the Attorney General of Ohio, Richard Cordray, 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. and by the Ohio Do Not Call Act, R.C. 109.87.
2. The actions of Defendants, Mid-Ohio Collision, LLC, and Dominic Cimino ("Defendants"), hereinafter described, have occurred in Franklin County and the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq. and its Substantive Rules and the Ohio Do Not Call Act, R.C. 109.87.

3. Jurisdiction over the subject matter lies with this Court pursuant to the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Ohio Do Not Call Act, R.C. 109.87.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

#### **STATEMENTS OF FACT**

5. Defendant Mid-Ohio Collision, LLC (“Mid-Ohio”) is an Ohio limited liability company with its principal place of business located at 2135 S. James Road, Suite A, Columbus, Ohio 43232.
6. On information and belief, Defendant Dominic “Nick” Cimino (“Cimino”) is the owner and operator of Mid-Ohio.
7. Defendant Cimino currently resides at 8438 Tibbermore Court, Dublin, Ohio 43017.
8. On information and belief, Defendant Cimino, at all relevant times hereto, operated, dominated, controlled and directed the business activities of Defendant Mid-Ohio, causing, personally participating in, and/or ratifying the acts and practices of Defendant Mid-Ohio as described in this Complaint.
9. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants are and have been at all times relevant to this action, engaged in the business of effecting consumer transactions by soliciting and performing motor vehicle repairs and services to individual consumers in the State of Ohio, including Franklin County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
10. Defendants engaged in “telephone solicitations” as that term is defined in 47 U.S.C. 227(a)(4) of the Telephone Consumer Protection Act.

11. Defendants or agents of Defendants placed telemarketing calls to telephone numbers in Ohio, including Franklin County, which were registered at all times relevant with the National Do Not Call Registry maintained by the Federal Trade Commission.
12. Defendants or agents of Defendants communicated significant rebates to consumers, orally and in writing, and failed to provide said rebates after the consumers' vehicles were repaired.
13. Defendants or agents of Defendants communicated significant discounts to consumers, orally and in writing, and failed to provide said discounts after the consumers' vehicles were repaired.
14. Consumers relied upon the misleading statements by the Defendants relating to rebates and discounts to the consumers' detriment in deciding to have their vehicles repaired by the Defendants.
15. Defendants accepted substantial down payments from consumers for the purchase of goods and/or services, failed to perform the services within eight weeks, and failed to refund the down payments.
16. Defendants performed shoddy and unworkmanlike services in connection with motor vehicle repairs and services and then failed to correct such work.
17. Defendants operated as a motor vehicle collision repair operator as Defendants performed five or more motor vehicle collision repairs in a calendar year, as that term is defined in R.C. 4775.01(D).
18. Defendants operated as a motor vehicle collision repair operator without being licensed by the Motor Vehicle Collision Repair Board, as required by R.C. 4775.02, from January 18, 2008 to August 11, 2008 and from January 18, 2009 to June 15, 2009.

**PLAINTIFF'S FIRST CAUSE OF ACTION**  
**VIOLATIONS OF OHIO'S DO NOT CALL ACT**

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
20. Defendants have violated R.C. 109.87(B)(1) and R.C. 1345.02(A) by engaging in a pattern or practice of initiating telephone solicitations to residential telephone subscribers in Ohio, including subscribers in Franklin County, whose telephone numbers were listed on the National Do Not Call Registry. Defendants' conduct is prohibited by 47 U.S.C. 227 and 47 C.F.R. 64.1200(c)(2).
21. The acts or practices described in Paragraph Twenty (20) have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, 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**  
**VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**

**COUNT I:**  
**UNFAIR AND DECEPTIVE CONSUMER SALES PRACTICES**

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
23. Defendants committed unfair or deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by performing shoddy and unworkmanlike services in connection with a consumer transaction and then failing to correct such work.
24. Defendants committed unfair or deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by operating as a motor vehicle repair shop without being registered by the Ohio Board of Collision, pursuant to R.C. 4775.02(A).

25. The acts or practices described in Paragraph Twenty-three (23) have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, 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).
26. The acts or practices described in Paragraph Twenty-four (24) have been statutorily defined as an unfair and deceptive act or practice, pursuant to R.C. 4775.02(B).

**COUNT II:**  
**UNCONSCIONABLE ACTS AND PRACTICES**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
28. Defendants committed unconscionable acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) and R.C. 1345.03(A), by making misleading statements of opinion on which the consumer was likely to rely to the consumer's detriment, specifically offering rebates and/or discounts on automobile repair services.
29. Such acts or practices as described in Paragraph Twenty-eight (28) have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, 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:**  
**FAILURE TO DELIVER**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.
31. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09(A)(1) and the Consumer Sales Practices Act,

R.C. 1345.02(A), by accepting substantial down payments from consumers for motor vehicle repairs or services, then failing to deliver the goods and/or services purchased within eight weeks or return the down payments to consumers.

32. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09(A)(1) and the Consumer Sales Practices Act, R.C. 1345.02(A), by promising consumers rebates, both orally and in writing, and then failing to deliver such rebates.

**COUNT IV:**  
**VIOLATION OF THE MOTOR VEHICLE REPAIRS OR SERVICES RULE**

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Eighteen (1-18) of this Complaint.

34. Defendants committed unfair or deceptive acts or practices in violation of the Motor Vehicle Repairs or Services Rule, Ohio Admin. Code 109:4-3-13(C)(11) and the Consumer Sales Practices Act, R.C. 1345.02(A), by materially understating or misstating the estimated cost of the repair or service by offering consumers rebates and discounts, and then not applying or affording said rebates or discounts.

**PRAYER FOR RELIEF**

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

1. ISSUE a declaratory judgment declaring that each act or practice described in Plaintiff's Complaint violates the Ohio Consumer Sales Practices Act and the Do Not Call Act in the manner described.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants and their agents, servants, representatives, salespeople, employees,

successors and assigns and all persons acting in concert or participating with them, directly or indirectly, from:

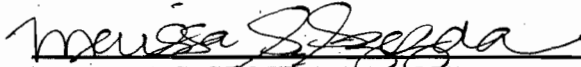
- a. Soliciting Ohio consumers for car repairs or services until such time as any and all relief ordered by this Court has been fully satisfied;
  - b. Accepting money from consumers for the delivery and completion of car repairs or services until such time as any and all relief ordered by this Court has been fully satisfied, unless such repairs have already been commenced;
  - c. Engaging in the acts or practices of which Plaintiff complains and from further violating Ohio's Do Not Call Act, R.C. 109.87.
  - d. Engaging in the acts or practices of which Plaintiff complains and from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq. and its corresponding Substantive Rules.
3. GRANT A JUDGMENT against Defendants in an amount sufficient to reimburse all consumers found to have been damaged by Defendants' unfair and deceptive acts and practices, including, but not limited to, making restitution to consumers who entered into consumer transactions with Defendants and never received the goods and/or services for which they paid, and those who were damaged by shoddy workmanship to their motor vehicles.
4. GRANT A JUDGMENT against Defendants in the amount of Five Hundred Dollars (\$500) to each person who received a telephone solicitation from Defendants in violation of R.C. 109.87(B)(1) as described herein pursuant to 47 U.S.C. 227(f), or three times that amount if this Court finds that the Defendants' actions were committed willfully and

knowingly. Plaintiff may recover these damages on behalf of Ohio consumers pursuant to R.C. 109.87(D)(1).

5. ASSESS, FINE AND IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
6. ORDER Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, to maintain in their possession and control for a period of five (5) years, all business records relating to Defendants' advertisement, solicitation and sale of motor vehicle repair services in Ohio.
7. ORDER Defendants to cooperate with the Ohio Attorney General or his representative by providing the Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
8. GRANT the Ohio Attorney General his costs in bringing this action.
9. ORDER Defendants to pay all court costs.
10. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

RICHARD CORDRAY  
Attorney General



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