

IN THE COURT OF COMMON PLEAS  
TRUMBULL COUNTY, OHIO

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14th Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	<b><u>Complaint and Request for</u></b>
STANLEY J. STRICKLAND, JR.	)	<b><u>Declaratory Judgment, Injunctive</u></b>
individually and dba	)	<b><u>Relief, Consumer Damages</u></b>
SNT ROOFING AND LANDSCAPING LLC	)	<b><u>Civil Penalties, and</u></b>
243 Upland Avenue	)	<b><u>Other Appropriate Relief</u></b>
Youngstown, Ohio 44504	)	
	)	
and	)	
	)	
SNT ROOFING AND LANDSCAPING LLC	)	
243 Upland Avenue	)	
Youngstown, Ohio 44504	)	
	)	
Defendants.	)	

---

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, 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 the Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions of Defendant Stanley J. Strickland, Jr., individually and doing business as SNT Roofing and Landscaping LLC (“Strickland”), and Defendant SNT Roofing and Landscaping LLC (“SNT”) (collectively “Defendants”), hereinafter described, have occurred in Trumbull County and other counties in Ohio and, as set forth below, are in violation of the 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 Trumbull County is where Defendants conducted some of the activities that gave rise to Plaintiff’s claims for relief.

### **DEFENDANTS**

5. Defendant Strickland is a natural person who resides at 243 Upland Ave., Youngstown, Ohio 44504.
6. Defendant SNT is an Ohio Limited Liability Company that, on information and belief, operated from Defendant Strickland’s residence.
7. Defendant Strickland is the sole owner of Defendant SNT.
8. Defendant Strickland did business using the name SNT Roofing and Landscaping LLC.
9. Defendant Strickland filed Defendant SNT’s Articles of Organization with the Ohio Secretary of State on April 20, 2023.
10. Defendant SNT’s Articles of Organization appointed Defendant Strickland as Defendant SNT’s Statutory Agent.
11. Defendant Strickland directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant SNT, as described herein.
12. Defendants are each a “supplier,” as they each engage in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling home improvement goods or

services to “consumers” for purposes that are primarily personal, family, or household, as those terms are defined by R.C. 1345.01(A), (C), and (D).

13. Defendants are each a “seller” engaging in “home solicitation sales” as those terms are defined in the HSSA, R.C. 1345.21(A) and (C), because Defendants engage in personal solicitations at the residences of “buyers,” as defined by R.C. 1345.21(D), including solicitations in response to or following invitations by buyers.

### **STATEMENT OF FACTS**

14. Defendants solicit and sell home improvement goods and services, including interior remodeling and repair work as well as roofing, siding, and other exterior work to Ohio consumers.

15. Defendants solicit and sell home improvement goods and services at the residences of Ohio consumers.

16. Defendants do not have a retail business establishment at a fixed location where goods are exhibited or services are offered for sale on a regular basis.

17. Defendants enter into written contracts with consumers using the name SNT Roofing and Landscaping LLC.

18. In some instances, Defendants entered into multiple separate contracts with the same consumers for the various components of each home improvement project, to add on new projects, or to increase the scope of the original work.

19. Defendant Strickland personally solicited consumers to enter into contracts with Defendants.

20. In some circumstances, while in consumers’ homes, Defendant Strickland personally convinced some consumers to contract for additional home improvement goods and services.

21. Defendant Strickland communicated directly with consumers using several methods, including

in-person conversations, telephone calls, and text messages.

22. When consumers contract for Defendants' services, Defendant Strickland signs the contracts on behalf of Defendant SNT Roofing.
23. Defendants require consumers to make large upfront payments for various home improvement goods and services.
24. Consumers made large upfront payments to Defendants.
25. Defendants provide receipts to consumers who pay deposits or make other payments, and Defendant Strickland signed some of the receipts on Defendant SNT Roofing's behalf.
26. Consumers pay via checks made out to Defendant SNT Roofing, and Defendant Strickland personally endorses and cashes those checks.
27. Defendants' contracts do not properly notify consumers about the consumers' right to cancel the contracts.
28. Defendants did not provide consumers with "Notice of Cancellation" forms describing the consumers' right to cancel the contracts within three days.
29. In some instances, after accepting payments from consumers for home improvement goods or services, Defendants failed to even start providing any services.
30. In other instances, after accepting payment from consumers for home improvement goods or services, Defendants started to do some work but failed to complete the projects the consumers paid for.
31. In the instances where Defendants started but failed to complete the projects, Defendant Strickland was part of the work crew that started but failed to complete the work.
32. Consumers who did not receive their contracted for home improvement goods and services requested refunds from Defendants.

33. Defendants failed to provide requested refunds to consumers for whom they failed to deliver or failed to complete the home improvement goods or services.
34. Defendants permitted more than eight weeks to elapse without delivering the promised home improvement goods or services or making a full refund.
35. In some instances, Defendants provided home improvement goods and services in an incomplete, shoddy, substandard, or unworkmanlike manner and failed to correct the work upon consumers' requests.
36. At least one consumer for whom Defendants did work in a shoddy manner was forced to pay a third party to repair Defendants' shoddy work.
37. In some instances, after receiving payment, Defendants began work but thereafter abandoned the worksite and failed to complete the work.
38. As a result of Defendants' actions, consumers suffered monetary damages.

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

**COUNT I – Shoddy and Substandard Work**

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
40. Defendants 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.
41. 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT II – Abandoning the Worksite After Partial Performance**

42. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth in paragraphs in the preceding paragraphs of this Complaint.
43. 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 work at consumers' residences but abandoning the worksites and failing to or refusing to complete performance of the contracted home improvement goods or services.
44. 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 III – Failure to Deliver Promised Services**

45. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
46. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without delivering the goods or services, 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.

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

**COUNT I – Failure to Provide Proper Notice of Right to Cancel**

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

48. Defendants 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.
49. 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. Defendants committed said violations after such decisions were made 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. DECLARE, 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, their agents, employees, successors or assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, or other association, under their own names 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 Defendants' conduct 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 enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio in connection with a consumer transaction.
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants 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,

DAVE YOST  
Ohio Attorney General

*/s/ Tracy Morrison Dickens*  
Tracy Morrison Dickens (0082898)  
Senior Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Section  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215  
(614) 466-3999  
tracy.dickens@OhioAGO.gov  
(866) 449-0989 (fax)  
*Counsel for Plaintiff*