

FILED

2012 NOV 30 A 10:28

IN THE COURT OF COMMON PLEAS E. FUERST
CUYAHOGA COUNTY, OHIO
COURT OF COURTS,
CUYAHOGA COUNTY

STATE OF OHIO, *ex rel.*
MICHAEL DeWINE
ATTORNEY GENERAL OF OHIO
615 W. Superior Ave. 11th Floor
Cleveland, Ohio 44113

Judge: JOSEPH D RUSSO

CV 12 796592

Plaintiff,

v.

WEATHER GUARD EXTERIORS,
LLC
c/o Justin Ryan Ward Statutory Agent
140 Smith Ave. NW
Canton, Ohio 44708

And

JUSTIN RYAN WARD
140 Smith Ave. NW
Canton, Ohio 44708

Defendants.

**COMPLAINT, REQUEST FOR
DECLARATORY AND INJUNCTIVE
RELIEF, DAMAGES AND CIVIL
PENALTIES**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, 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 Consumer Sales Practices Act, R.C. 1345.01 et seq.

2. The actions of Defendants Weather Guard Exteriors LLC and Justin Ryan Ward (Defendants), have occurred in the State of Ohio, Cuyahoga County, and other counties throughout the State of Ohio and violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
4. This Court has venue to hear this case pursuant to Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out of which this action arises, occurred in Cuyahoga County, Ohio.

DEFENDANTS

5. Defendant Weather Guard Exteriors, LLC (“Weather Guard”) is an Ohio domestic for-profit limited liability company with its principal place of business located at 140 Smith Avenue NW Canton, OH 44708.
6. Defendant Justin Ryan Ward is an individual currently residing at 140 Smith Avenue NW Canton, OH 44708. On information and belief, Defendant Justin Ryan Ward dominated, controlled and directed the business activities and sales conduct of Defendant Weather Guard Exteriors, LLC, causing, personally participating in, or ratifying the acts and practices of Defendant Weather Guard Exteriors LLC.
7. Defendants are a “supplier” 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” by soliciting services and performing the service of roof installation and repair work, for “individuals” from Cuyahoga County, and other

counties in the State of Ohio, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

8. Defendants were at all relevant times engaged in the business of soliciting, promoting, and performing the service of roof installation and repair work.
9. On at least four occasions, Defendants solicited a consumer for roof replacement or repair services, accepted money from the consumer, and failed to deliver any materials or services, or refund the consumer's money.
10. On at least three occasions, Defendant solicited consumers for roof replacement or repair services, and either failed to complete the work, or failed to perform in a workmanlike manner and failed to correct the work such that water penetrated the interior of the consumers' homes after Defendants represented that work was complete.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF
THE OHIO CONSUMER SALES PRACTICES ACT

COUNT ONE
FAILURE TO DELIVER

11. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Ten (1-10) of this Complaint.
12. Defendants have 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 roof installation and repair work then failing to

deliver the goods and/or services purchased or to return down payments to consumers.

13. The act or practice described in the preceding paragraph has been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
14. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT TWO
FAILING TO PERFORM IN A WORKMANLIKE MANNER AND THEN
FAILING TO CORRECT SUCH WORK

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Ten (1-10) of this Complaint.
16. Defendants have committed unfair or deceptive acts or practices in violation of the Consumer Sales Practice Act, R.C. 1345.02(A), by failing to perform in a workmanlike manner and then failing to correct such work.
17. The act or practice of performing repair services in a shoddy and unworkmanlike manner in connection with a consumer transaction and then failing to correct such work has been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
18. 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 requests that this Court:

- I. ISSUE a permanent injunction, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, their agents, servants, representatives, salesmen, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, from engaging in the acts and practices of which Plaintiff complains.
- II. GRANT A JUDGMENT against Defendants Weather Guard Exteriors LLC and Justin Ryan Ward in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendants and against whom the acts described in this complaint were committed.
- III. ISSUE a declaratory judgment, pursuant to R.C 1345.07(A)(1), declaring that each and every act or practice complained of herein violates the Consumer Sales Practices Act in the manner set forth in this Complaint.
- IV. ASSESS, FINE and IMPOSE upon Defendants, pursuant to R.C. 1345.07, a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein.
- V. ENJOIN Defendants from engaging as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder, as well as any unpaid judgments arising out of consumer transactions.
- VI. GRANT Plaintiff all costs incurred in bringing this action.

VII. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

A handwritten signature in black ink, appearing to read "Michael R. Sliwinski", written over a horizontal line.

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