

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	Case No:
DAVE YOST)	
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	Judge:
)	
Plaintiff,)	
v.)	COMPLAINT AND REQUEST FOR
)	DECLARATORY JUDGMENT,
PAVE TECH ASPHALT SERVICES LLC)	INJUNCTIVE RELIEF, CIVIL
915 Distribution Dr., Unit C)	PENALTIES, AND OTHER
Columbus, Ohio 43228)	APPROPRIATE RELIEF
)	
Defendant.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, 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 him by the Consumer Sales Practices Act, (“CSPA”) R.C. 1345.01 *et seq.*
2. The actions of Pave Tech Asphalt Services LLC (“Defendant”), hereinafter described, have occurred in Franklin and other counties in the State of Ohio and, as set forth below, are in violation of the CSPA, R.C. 1345.01, *et seq.* and its Substantive Rules, Ohio Admin. 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) and (6), in that Defendant conducted activity that gave rise to the claims for relief in Franklin County and Franklin County is the county in which all or part of the claims for relief arose.

DEFENDANT

5. Defendant Pave Tech Asphalt Solutions LLC (“Pave Tech”) is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State on April 30, 2020.
6. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as it engaged in the business of effecting “consumer transactions,” either directly or indirectly, by soliciting or selling home improvement goods or services to “consumers” for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
7. As defined in R.C. 1345.21(A), (C) and (D), the Defendant is a “seller” as it engaged in the business of effecting “home solicitation sales” by soliciting “buyers” at their residences where it sold home improvement services which were primarily for the buyers’ personal, family or household use.

STATEMENT OF FACTS

8. Defendant is, and was at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement goods and services, including but not limited to, installation of asphalt and pavement and driveway and pavement repair.
9. Defendant engaged in the business of providing goods and services to consumers, including installation of asphalt and pavement and driveway and pavement repair, and failed to deliver some of those goods and services within eight weeks.

10. Defendant does not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
11. Defendant accepted substantial payments from consumers, but failed to begin work for which it was paid.
12. Defendant has refused to refund consumers' deposits or payments despite consumers' requests for refunds.
13. After receiving payment, Defendant sometimes began work but failed to complete the work.
14. Defendant represented to consumers that it would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
15. Defendant provided shoddy and substandard installation of asphalt and pavement, driveway and pavement repair, and other services to consumers and then failed to correct such work. In some instances, Defendant's shoddy workmanship caused additional damage to consumers' properties.
16. Defendant failed to honor the workmanship warranty on the consumers' contracts.
17. At the time of the transactions, Defendant failed to provide proper notice to consumers of their rights to cancel the transactions, including providing a detachable notice of cancellation form.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth previously in this Complaint.
19. Defendant committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, 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.

COUNT II- SHODDY AND SUBSTANDARD WORK

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth previously in this Complaint.
21. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing services in an incomplete, substandard, shoddy, and/or unworkmanlike manner and failing to correct such work.
22. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT III - ABANDONING THE WORKSITE
AFTER PARTIAL PERFORMANCE**

23. Plaintiff incorporates by reference, as if rewritten herein, the allegations set forth previously in this Complaint.
24. Defendant violated the CSPA, R.C. 1345.02(A), by accepting partial payment from consumers and beginning work at consumers' residences, but abandoning the work site and refusing to complete performance of the contracted work.
25. The acts and practices described above have been previously determined by Ohio Courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV-FAILURE TO HONOR WARRANTY

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth previously in this Complaint.
27. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(10), by representing that a consumer transaction involved a warranty when that representation was false.
28. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT V: DIRECT SOLICITATIONS

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth previously in this Complaint.
30. Defendant committed unfair or deceptive acts or practices in violation of the Direct Solicitation Rule, O.A.C. 109:4-3-11(A)(5), and the CSPA, R.C. 1345.02(A), by failing to

conform to the requirements of R.C. 1345.21 to 1345.27 and 1345.99 of the Revised Code relative to home solicitation sales in direct solicitations.

PLAINTIFF'S SECOND CAUSE OF ACTION:

VIOLATION OF THE HSSA

FAILURE TO PROVIDE PROPER NOTICE OF THREE-DAY RIGHT OF RESCISSION

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth previously in this Complaint.
32. Defendant violated the HSSA, R.C. 1345.23 and the CSPA, R.C. 1345.02(A), by failing to evidence sales with written agreements that provide proper notice to consumers of their rights to cancel their transactions, including providing seller signed and dated detachable notice of cancellation forms.
33. 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*. Defendant committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.* its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendant, its agents, employees, successors or assigns, and all persons acting in concert and participation with it, directly or indirectly, through any corporate device, partnership, or other association, under these 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 O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*

- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendant a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a supplier in any consumer transactions in this state until such time as Defendant have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendant to pay all court costs associated with this matter.
- H. ORDER Defendant liable for all monetary amounts awarded herein.
- I. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

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