

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
JUSTIN LOVELL,)	
957 W Fairground St.)	
Marion, Ohio 43302)	
)	
and)	
)	
EVERYDAY PAVING &)	COMPLAINT AND REQUEST FOR
SEALCOATING LLC)	DECLARATORY JUDGMENT,
474 Thompson St.)	INJUNCTIVE RELIEF, CONSUMER
Marion, OH 43302)	RESTITUTION, CIVIL PENALTIES,
Defendants.)	AND OTHER APPROPRIATE RELIEF

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 Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
2. The actions of Justin Lovell and Everyday Paving & Sealcoating LLC (“Defendants”), have occurred in Marion 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, O.A.C. 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)(1), (3), and (6), in that Defendant Lovell resides in Marion County, this is the county where Defendants conducted activity giving rise to the claims for relief, and this is the county in which all or part of the claims for relief arose.

DEFENDANTS

5. Defendant Justin Lovell (“Lovell”) is a natural person whose last known residence is 957 W. Fairground St. Marion, OH 43302.
6. Defendant Everyday Paving & Sealcoating LLC (“Everyday Paving”) is a domestic Limited Liability Company registered with the Ohio Secretary of State on November 8, 2021, with its business address listed as 474 Thompson St., Marion, OH 43302.
7. Defendant Lovell, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Everyday Paving, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
8. Defendants are each a “supplier,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement and construction goods and services for a fee, 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).

STATEMENT OF FACTS

9. Defendants engaged in the business of providing home improvement and construction goods and services, including driveway paving services, to consumers at their residences.
10. Defendants did not have a retail business establishment where their goods were exhibited or their driveway paving services were offered for sale on a continuing basis.
11. After taking payments from consumers, Defendants sometimes began to perform home improvement and construction work, including driveway paving services, but then failed to complete the work.
12. In some cases, Defendants provided shoddy and substandard home improvement and construction services, including driveway paving services, to consumers and then failed to correct such services.
13. Defendants represented to consumers that their services came with a warranty guaranteeing the quality of the work done and promised to correct any flaws found in these services at no additional cost.
14. When consumers asked Defendants to honor the promised warranty and correct flaws in the services rendered, Defendants refused to do so.
15. Defendants failed to provide consumers with refunds for work that was done in a shoddy or substandard manner.
16. During their solicitation and sale of home improvement and construction goods and services, including driveway paving services, Defendants did not notify consumers of their cancellation rights, nor did they provide consumers with a notice of cancellation form.

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

COUNT I- SHODDY AND SUBSTANDARD WORK

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
18. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
19. 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 II: FAILURE TO HONOR WARRANTY

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
21. Defendants 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 the subject of a consumer transaction involved a warranty, a disclaimer of warranties or other rights, remedies, or obligations when the representation was false.
22. 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).

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

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

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs 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 CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the consumer contracts, or giving consumers a separate, appropriately worded “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(B)(3).
26. 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).

PRAYER FOR RELIEF

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

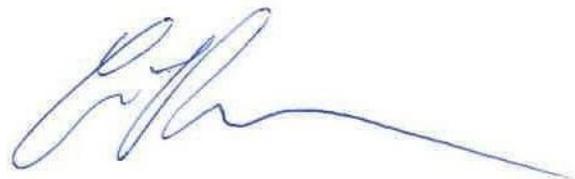
- A. **ISSUE A DECLARATORY JUDGMENT** that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.* and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION** enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with him, 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.*, and its Substantive Rules, O.A.C. 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 actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. **ASSESS, FINE and IMPOSE** upon Defendants 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 Defendants from engaging in business as suppliers in any consumer transactions in this state until such time as Defendants have satisfied all of their respective 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 costs 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
Attorney General



CHRISTOPHER RAMDEEN (0095623)
Assistant Attorney General

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