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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
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**STATE OF OHIO EX REL
ATTORNEY GENERAL
WILSON
vs.
QUINCY J BARRETT**

A 2605391

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY
DEMAND**

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

STATE OF OHIO ex rel.
ATTORNEY GENERAL
D. ANDREW WILSON
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

QUINCY J. BARRETT
individually and dba
CROWN POINTE REMODELING LLC,
and dba CROWN POINTE ROOFING & SIDING,
and dba
CROWN POINTE ROOFING & REMODELING
3750 Congreve Ave.
Cincinnati, Ohio 45213

and

CROWN POINTE REMODELING, LLC
dba CROWN POINTE ROOFING & SIDING
and dba
CROWN POINTE ROOFING & REMODELING
10999 Reed Hartman Hwy.
Blue Ash, Ohio 45252

c/o Statutory Agent
Quincy J. Barrett
3750 Congreve Ave.
Cincinnati, Ohio 45213

Defendants.

Case No:

Judge:

**Complaint and Request for
Declaratory Judgment, Injunctive
Relief, Consumer Damages,
Civil Penalties, and
Other Appropriate Relief**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through Attorney General D. Andrew Wilson, 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 Defendants, described below, have occurred in Ohio, including in Hamilton County and, as set forth below, are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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(C)(2), and 3(C)(3), in that Hamilton County is where Defendant Barrett resides, where Defendants had their principal place of business, and where Defendants conducted some of the activities that gave rise to Plaintiff’s claims for relief.

DEFENDANTS

5. Defendant Quincy J. Barrett did business individually and as Crown Pointe Remodeling LLC, Crown Pointe Roofing & Siding, and Crown Pointe Roofing & Remodeling (“Defendant Barrett”).
6. Defendant Barrett is a natural person who, upon information and belief, resides at 3750 Congreve Avenue, Cincinnati, Ohio 45213.
7. Defendant Crown Pointe Remodeling LLC did business as Crown Pointe Roofing & Siding, and Crown Pointe Roofing & Remodeling (“Defendant Crown Point”).
8. Defendant Crown Pointe is an Ohio for profit Limited Liability Company that represented that it was located at 10999 Reed Hartman Hwy., Blue Ash, Ohio 45252.
9. Defendant Crown Pointe also represented that it had locations in Bellbrook, Ohio and Fort Thomas, Kentucky.

10. Defendant Crown Pointe filed its Articles of Organization with the Ohio Secretary of State on March 10, 2020, and appointed Defendant Barrett as its Statutory Agent.
11. Defendant Barrett is an owner of Defendant Crown Pointe.
12. On behalf of Defendant Crown Pointe, Defendant Barrett registered the trade name “Crown Pointe Roofing & Siding” with the Ohio Secretary of State on January 26, 2022.
13. On behalf of Defendant Crown Pointe, Defendant Barrett registered the trade name “Crown Pointe Roofing & Remodeling” with the Ohio Secretary of State on April 18, 2023.
14. Defendant Barrett did business using the names Crown Pointe Remodeling LLC, Crown Pointe Roofing & Siding, and Crown Pointe Roofing & Remodeling.
15. Defendant Barrett directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Crown Pointe, as described herein.
16. Defendants are each a “supplier,” as they each engaged 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).

STATEMENT OF FACTS

17. Defendants solicited and sold home improvement goods and services to consumers, including interior remodeling and repair work as well as roofing, siding, decks, patios, windows, doors, and other exterior work.
18. Defendants solicited their home improvement goods and services via their website, www.cpr.build, as well as in-person, at the residences of Ohio consumers.
19. Some consumers learned about Defendant Crown Pointe from third party businesses, because

the third parties identified Defendant Crown Pointe as a certified contractor to sell and/or install their products.

20. Consumers made large upfront payments to Defendants, including via credit cards, personal checks, or loans the consumers obtained from third party lenders.
21. Defendant Barrett communicated directly with consumers during the course of their transactions, mainly by email and text message. Barrett discussed consumers' projects with them and fielded their questions and complaints.
22. Defendant Barrett personally endorsed some of the checks consumers made out to Defendant Crown Pointe.
23. Defendant Barrett had sole signatory authority over at least one of Defendant Crown Pointe's bank accounts.
24. Defendant Barrett encouraged some consumers to obtain loans from third parties to pay for Defendant Crown Pointe's services.
25. Defendant Barrett visited some consumers' homes to discuss their projects, direct workers, or engage in manual labor.
26. Defendant Barrett represented to consumers that he was involved with ordering materials for Defendant Crown Pointe.
27. After accepting payments from consumers for home improvement goods or services, Defendants repeatedly delayed starting on projects consumers paid for.
28. In some instances, after accepting payments from consumers for home improvement goods or services, Defendants failed to start the projects consumers had paid for.
29. In some instances, Defendants informed consumers of start dates in the future for their projects, but then Defendants delayed more than eight weeks after the identified start dates.

30. In some instances, Defendants provided home improvement goods and services to consumers in an incomplete, shoddy, substandard, or unworkmanlike manner.
31. When consumers contacted Defendants and asked them to correct the work that they had done in an incomplete, shoddy, substandard, or unworkmanlike manner, Defendants failed to correct the work.
32. In other instances, after accepting payments from consumers for home improvement goods or services, Defendants started to do some work but failed to complete the projects the consumers paid for.
33. Consumers who did not receive the home improvement goods and services they paid for requested refunds from Defendants.
34. Defendants failed to provide requested refunds to consumers for whom they failed to deliver or failed to complete the home improvement goods or services.
35. Defendants accepted substantial down payments from consumers for the purchase of home improvement goods and services and failed to deliver the goods and services paid for by the consumers.
36. In some instances, after accepting payments from consumers for home improvement goods or services, Defendants ceased contact with consumers.
37. Upon information and belief, Defendants' home improvement business is no longer in operation.
38. As a result of Defendants' actions, consumers suffered monetary damages.

PLAINTIFF'S 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 or 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 – Failure to Deliver Goods and Services

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth 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), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods or 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.
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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – Failure to Provide Refunds

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 substantial down payments from consumers for home improvement goods or services and then failing to deliver the goods or services purchased and failing to return the down payments to consumers.
47. 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).

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., 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., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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,

D. ANDREW WILSON
Ohio Attorney General

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