

IN THE COURT OF COMMON PLEAS  
MORGAN COUNTY, OHIO

2019 AUG 19 PM 2:55

STATE OF OHIO, ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
30 East Broad Street, 14<sup>th</sup> Floor )  
Columbus, Ohio 43215 )

Case No: *Carna Johnson*  
**19CV0158**

Plaintiff, )

Judge: **D.W. FAVREAU**

v. )

PATRICK WILSON, )  
f/k/a PATRICK ELTRINGHAM )  
individually, )  
and d/b/a TWIN BUILDING SUPPLY, )  
and d/b/a WILSON CONTRACTING P&E )  
Mailing Address: )  
Patrick Eltringham Inmate Number A759833 )  
Correctional Reception Center )  
PO Box 300 )  
Orient, Ohio 43146 )

COMPLAINT, REQUEST FOR  
DECLARATORY AND  
INJUNCTIVE RELIEF,  
CONSUMER DAMAGES, CIVIL  
PENALTIES, AND OTHER  
APPROPRIATE RELIEF

Defendant. )

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through 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 R.C. 1345.07 and R.C. 4722.07.
2. The actions of Defendant, Patrick Wilson, individually, and d/b/a Twin Building Supply and d/b/a Wilson Contracting P&E, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq., and the Home Construction Service Suppliers Act (“HCSSA”), R.C. 4722.01 et seq.

3. Jurisdiction over the subject matter lies with this Court pursuant to the CSPA, R.C. 1345.04 and the HCSSA, R.C. 4722.07.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), as Defendant conducted activity in this county that gives rise to the claims for relief.

**DEFENDANT**

5. Defendant Patrick Wilson (“Wilson”) is an adult resident of the State of Ohio and Morgan County.
6. Defendant Wilson does business under the registered trade names Twin Building Supply (“Twin Building Supply”) and Wilson Contracting P&E (“Wilson Contracting”).
7. Defendant Wilson was the owner of Twin Building Supply and Wilson Contracting, and directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices hereinafter alleged.
8. Defendant Wilson was previously named Patrick Eltringham. He filed an application for a change of name in the Probate Court of Muskingum County, which was granted in January 2019, changing his name to Patrick Wilson.
9. In March 2018, Plaintiff filed a complaint alleging violations of Ohio consumer protection laws against Defendant Wilson (then named Patrick Eltringham) and his prior company, Logan-Madison Construction, LLC. Morgan County Court of Common Pleas Case No. 18-CV-0051. Litigation is ongoing in this matter.
10. Defendant is a “supplier” as defined in R.C. 1345.01(C) because Defendant was, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State

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

11. Defendant is a “seller” engaging in “home solicitation sales,” as those terms are defined in the HSSA, R.C. 1345.21(A) and (C), because Defendant engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.
12. Defendant is a “home construction service supplier” engaged in “home construction services” as those terms are defined in the HCSSA, R.C. 4722.01(B) and (D) because Defendant contracted with an owner to construct a residential building for compensation.

#### **STATEMENT OF FACTS**

13. Defendant provides home improvement and repair services to consumers in Ohio and Morgan County.
14. Defendant solicits consumers at the consumer’s residence, including in response to or following invitations from consumers.
15. Defendant entered into contracts with consumers to provide home improvement and repair services.
16. Defendant accepted down payments from consumers for home improvement and repair services.
17. The home improvement and repair contracts entered into with consumers did not contain a 3-day right-to-cancel notice.
18. For some home improvement and repair consumers, Defendant did not provide any services, or provide refunds for services not delivered.

19. For some home improvement and repair consumers, Defendant provided some services but did not provide the full services, or complete the work contracted for.
20. For some home improvement and repair consumers, Defendant provided shoddy or unworkmanlike services.
21. In addition to providing home improvement and repair services, Defendant sometimes contracted with consumers to construct entirely new residential buildings, including cottages and live-in pole barns. The price of the buildings often ranged from approximately \$25,000 to approximately \$50,000.
22. Defendant accepted down payments from owners for their home construction services.
23. Defendant entered into contracts with the owners for his home building services. These contracts often did not contain certain information, including: Defendant's address, Defendant's taxpayer identification number, the owner's address and telephone number, the address or location of the property where the home construction service was to be performed, the anticipated start and completion dates of the home construction services, a copy of Defendant's certificate showing general liability coverage in an amount of not less than \$250,000, and dated signatures of the Defendant and owners.
24. For some home construction services, Defendant failed to deliver the work contracted for, and failed to provide a full refund within a reasonable time period.
25. For some home construction services, Defendant did not perform the work in a workmanlike manner.
26. The Attorney General's Office has received consumer and owner complaints regarding Defendant and his practices. To date, the Attorney General has received 15 complaints against Defendant, for an aggregated disputed amount of approximately \$147,000.

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

**COUNT I- FAILURE TO DELIVER**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-26 of this Complaint.
28. 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 consumer 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**

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-28 of this Complaint.
30. Defendant 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.
31. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02. Defendant 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: VIOLATIONS OF THE HSSA**

**FAILURE TO PROVIDE PROPER NOTICE OF THREE DAY RIGHT OF RECISSION.**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-31 of this Complaint.
33. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give the proper notice to consumers of their right to cancel their contract by a specific date.
34. Such acts or practices 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).

**PLAINTIFF'S THIRD CAUSE OF ACTION: VIOLATIONS OF THE HCSSA**

**COUNT I – FAILURE TO DELIVER**

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-34 of this Complaint.
36. Defendant violated the HCSSA, R.C. 4722.03(A)(3)(f), by entering into home construction services contracts with owners, failing to deliver services in accordance with the terms and conditions of the contract, and failing to provide a full refund within a reasonable time period.

**COUNT II – PERFORMING SERVICES IN AN UNWORKMANLIKE MANNER**

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-36 of this Complaint.
38. Defendant violated the HCSSA, R.C. 4722.03(A)(3)(d), by entering into home construction services contracts with owners, and failing to perform the services in a workmanlike manner.

**COUNT III – NOT PROVIDING SERVICE CONTRACTS WITH REQUIRED INFORMATION**

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-38 of this Complaint.
40. Defendant violated the HCSSA, R.C. 4722.02, by entering into home construction services contracts with owners, and not including required information in the contracts, including: a) Defendant's address and taxpayer identification number, b) the owner's address and telephone number, c) the address or location of the property where the home construction service was to be performed, d) the anticipated start and completion dates of the home construction services, e) a copy of Defendant's certificate of service showing general liability coverage in an amount of not less than \$250,000, and f) dated signatures of the Defendant and owners.

**PRAYER FOR RELIEF**

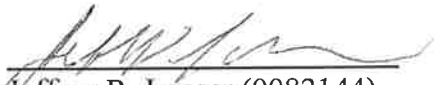
**Wherefore**, Plaintiff respectfully requests that this Court:

1. **ISSUE A DECLARATORY JUDGMENT**, pursuant to R.C. 1345.07(A)(1), and R.C. 4722.07(A)(1), declaring that each act or practice described above violates the CSPA, R.C. 1345.01 et seq., the HSSA, R.C. 1345.21 et seq., and the HCSSA, R.C. 4722.01 et seq., in the manner set forth therein.
2. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendant, his agents, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with him, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains, from further violation of the CSPA, R.C. 1345.01 et seq., the HSSA, R.C. 1345.21 et seq., and the HCSSA, R.C. 4722.01 et seq.

3. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendant from engaging in consumer transactions as a supplier in Ohio until all judgments awarded in this case have been paid in full.
4. **ORDER** Defendant, pursuant to R.C. 1345.07(B) and R.C. 4722.07(A)(3), to reimburse all consumers damaged by his unfair and deceptive acts or practices.
5. **ASSESS, FINE, AND IMPOSE** upon Defendant, a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D) and R.C. 4722.07(D).
6. **GRANT** the Ohio Attorney General its costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
7. **ORDER** Defendant to pay all court costs.
8. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

  
Jeffrey R. Loeser (0082144)  
Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
614-644-9618 (telephone)  
877-650-4712 (fax)  
jeff.loeser@ohioattorneygeneral.gov

Counsel for Plaintiff,  
Ohio Attorney General