

26CV002948

IN THE COURT OF COMMON PLEAS
LORAIN COUNTY, OHIO

FILED
LORAIN COUNTY

2026 OCT 13 P 3:03

COURT OF COMMON PLEAS
TOM ORLANDO

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

Plaintiff,

v.

JOURNEY HOME RESTORATION LLC
c/o Jason Kaczur
40849 Biggs Road
Lagrange, OH 44050

and

JASON KACZUR
40849 Biggs Road
Lagrange, OH 44050

Defendants.

) Case No.

)

) Judge JUDGE DONNA FREEMAN

)

) COMPLAINT AND REQUEST FOR

) DECLARATORY JUDGMENT,

) INJUNCTIVE RELIEF, CONSUMER

) RESTITUTION, CIVIL PENALTIES,

) AND OTHER APPROPRIATE RELIEF

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JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, 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 him by the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq.

2. The actions of Defendant Journey Home Restoration LLC (“Journey Home”) and Defendant Jason Kaczur (“Kaczur”) (collectively “Defendants”), hereinafter described, have occurred in Lorain County and other counties in the State of Ohio and, as set forth herein, 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 is an appropriate venue to hear this case pursuant to Ohio Civ.R. 3(C)(1)-(3) in that Lorain County is where Defendant Kaczur resides, where Defendants’ principal place of business is located, and where Defendants conducted activities that gave rise to Plaintiff’s claims for relief.

DEFENDANTS

5. Defendant Journey Home is a domestic limited liability company registered with the Ohio Secretary of State on or around November 19, 2020.
6. Defendant Kaczur is a natural person with the last known address of 40849 Biggs Road in Lagrange, Ohio.
7. On information and belief, Defendant Kaczur is the sole owner of Defendant Journey Home.
8. At all times pertinent to this action, Defendant Kaczur controlled and directed the business activities and sales conduct of Defendant Journey Home, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

9. Defendants are each a “supplier,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by soliciting for sale, selling, and providing home improvement goods and services to individual consumers 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

10. Defendants engage in business to solicit for sale, sell, and provide home improvement goods and services to consumers at their residences within multiple counties in Ohio, including Lorain County.
11. The home improvement goods and services offered by Defendants include the replacement of roofs, siding, and gutters on residential homes.
12. At all times relevant to this action, Defendants operated out of Defendant Journey Home’s location at 1820 Iowa Avenue in Lorain, Ohio.
13. Upon information and belief, Defendants are no longer in business or entering into home improvement contracts.
14. Sales of Defendants’ home improvement goods and services were memorialized in contractual agreements between consumers and Defendant Journey Home. These contractual agreements included, among other terms, the cost and payment schedule.
15. In some instances, after consumers signed contracts and made their required payments, Defendants failed to provide the contracted home improvement goods and services to consumers.
16. When Defendants failed to provide the contracted home improvement goods and services within eight weeks, Defendants also did not make a full refund, advise the consumers of

an extended delay and offer a refund within two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.

17. Some consumers contacted Defendants to request refunds, but Defendants did not provide a refund.
18. As of the date of filing of this Complaint, Defendants have failed to provide consumers with the contracted home improvement goods and services or a refund, far exceeding eight weeks from the date of the contract or promised performance.
19. In at least one instance, after a consumer signed a contract with Defendants and made their required payments, Defendants commenced the roofing project but subsequently abandoned the consumer residence worksites without completing performance under the contract or refunding the consumer payments.
20. In at least one instance, Defendants failed to honor their ten-year workmanship warranty when the roof leaked less than three years after Defendants replaced the roof.
21. Defendant Kaczur participated directly in the solicitation and sale of home improvement goods and services. His participation included, but is not limited to, the following:
 - a. meeting with members of church congregations to solicit residential consumers with the promise that each residential consumer who worked with Defendant Journey Home would save the church money in repairs for the church's roof;
 - b. contacting consumers to discuss the insurance process and repair schedules; and
 - c. working at consumers' houses.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF THE CSPA

Count I – Failure to Deliver

22. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
23. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for home improvement goods and services and then permitting more than eight weeks to elapse without making delivery, 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.
24. The acts or practices described above are in violation of Ohio Adm.Code 109:4-3-09(A). Defendants committed said violations after the adoption of the Administrative Code section.
25. 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

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
27. 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 a consumer transaction involved

a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, when the 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. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

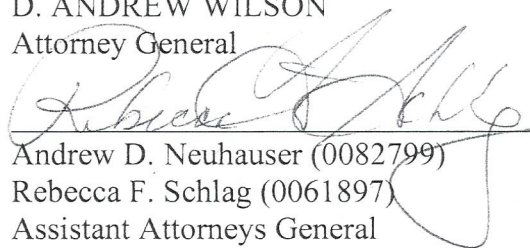
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT, 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., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of them, directly or indirectly, through any corporate device, partnership, or other association, under their own 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 conduct of Defendants 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, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, enjoining each Defendant from engaging in consumer transactions as a supplier in the State of Ohio until they satisfy any monetary obligations ordered to be paid in this matter.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

D. ANDREW WILSON
Attorney General



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