

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.	)	Case No.
ATTORNEY GENERAL	)	
D. ANDREW WILSON	)	Judge
30 E. Broad Street, 14th Floor	)	
Columbus, OH 43215	)	COMPLAINT AND REQUEST FOR
	)	DECLARATORY JUDGMENT,
Plaintiff	)	INJUNCTIVE RELIEF, CONSUMER
	)	RESTITUTION, CIVIL PENALTIES,
v.	)	AND OTHER APPROPRIATE RELIEF
	)	
THE METAL ROOF CO., INC	)	
c/o Daniel Toland	)	
2631 Morse Road, Unit C	)	
Columbus, OH 43230	)	
	)	
and	)	
	)	
DANIEL TOLAND	)	
9650 Jersey Mill Road NW	)	
Pataskala, OH 43062	)	
	)	
Defendants.	)	

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 R.C. 1345.01 et seq.
2. The actions of Defendant The Metal Roof Co., Inc. (“Defendant The Metal Roof Co.”) and Defendant Daniel Toland (“Defendant Toland”) (collectively “Defendants”), hereinafter described, have occurred in Franklin County and other counties in the State of Ohio and,

as set forth herein, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, et seq., its Substantive Rules, Ohio Adm.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 is an appropriate venue to hear this case pursuant to Ohio Civ.R. 3(C)(3) because Franklin County is a county where Defendants conducted activity out of which this action arises.

DEFENDANTS

5. Defendant The Metal Roof Co. is a for-profit corporation registered with the Ohio Secretary of State on or around September 6, 2016. Defendant The Metal Roof Co. is registered with the Ohio Secretary of State to conduct business under the name The Metal Roof Company.
6. Defendant Daniel Toland is a natural person with the last known address of 9650 Jersey Mill Road NW in Pataskala, Ohio.
7. On information and belief, Defendant Toland is the president and sole owner of Defendant The Metal Roof Co.
8. At all times pertinent to this action, Defendant Toland controlled and directed the business activities and sales conduct of Defendant The Metal Roof Co., 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 or 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).

10. Defendants each engaged in “home solicitation sales” as “sellers” as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

11. Defendants engage in business under the trade name The Metal Roof Company to solicit for sale, sell, and provide home improvement goods and services to consumers at their residences throughout Ohio, including Franklin County.
12. The home improvement goods and services offered by Defendants include replacing conventional roofs with metal roofs and repairing metal roofs.
13. For a period of time relevant to this lawsuit, Defendants primarily operated out of Defendant The Metal Roof Co.’s location at 2631 Morse Road, Unit C, in Columbus. However, this location was not a retail business establishment where goods were exhibited or services were offered for sale to consumers on a continuing basis.
14. Sales of Defendants’ metal roof replacements and repairs were usually memorialized in contracts between consumers and Defendant The Metal Roof Co. These contracts included, among other terms, the cost and payment schedule.
15. Defendant Toland participated directly in the solicitation and sale of metal roof replacements and repairs. His participation included, but is not limited to, the following:
 - a. soliciting potential consumers at community events;
 - b. meeting with potential consumers at their houses to discuss the roofing project;

- c. having the consumers sign their contracts at the consumers' houses;
 - d. being listed as the "sales representative" on some of the written contracts between Defendant The Metal Roof Co. and consumers;
 - e. recommending a specific finance company to pay for the roofing work to at least one consumer;
 - f. promising completion dates to consumers;
 - g. being the main contact person for consumers throughout the process; and
 - h. performing repair work on at least one consumer's roof.
16. In some instances, the metal roof replacements and repairs that Defendants provided were provided in a shoddy, substandard, and unworkmanlike manner, and Defendants failed to either correct the same or refund the consumers' payments.
17. In at least one instance, Defendants completed their work in a substandard manner, which resulted in the roof leaking. Defendants then failed to honor their lifetime warranty.
18. In at least one instance, after a consumer signed a contract and made the required payments, Defendants failed to provide the contracted metal roof to the consumer – far exceeding eight weeks from the date of the contract or promised performance under the contract.
19. Defendants did not provide consumers to which they failed to provide a metal roof with a full refund, advise the consumer 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.
20. The contracts used by Defendants in the sale of their metal roof replacements and repairs failed to clearly and conspicuously notify consumers of their right to cancel their contracts

within three business days and failed to attach or otherwise provide notice of cancellation forms describing the consumers' rights regarding the same.

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

Count I – Shoddy, substandard, and unworkmanlike work

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
22. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by entering into consumer transactions with consumers to provide home improvement goods or services but then providing some of the contracted services in a shoddy, substandard, and unworkmanlike manner without correcting the same.
23. 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

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. 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 and then failing to fulfill their obligations pursuant to the warranty.
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).

Count III – Failure to deliver

27. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. 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 goods or 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.
29. 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.
30. 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

Count I – Failure to provide notice of right to cancel

31. Plaintiff incorporates by reference, as if completely rewritten herein, the preceding allegations set forth in this Complaint.
32. Defendants violated the HSSA, R.C. 1345.22 and R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by entering into agreements with consumers at their residences to provide

home improvement goods or services but then failing to properly notify consumers of their right to cancel their contracts within three business days and failing to attach or otherwise provide a notice of cancellation form describing the consumers' rights regarding the same.

33. 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., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.
- 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., its Substantive Rules, Ohio Adm.Code 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 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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