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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
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By: KEVIN R. WALSH 0073999

Confirmation Nbr. 3778726

STATE OF OHIO EX REL. ATTORNEY GENERAL
DAVE YOST

CV 26 134290

vs.

CMN GROUP, LLC AKA GENERAL CONTRACTORS
NATI, ET AL

Judge: ASHLEY KILBANE

Pages Filed: 6

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
615 W. Superior Avenue, 11 th Floor)	
Cleveland, OH 44113)	
)	Judge:
Plaintiff,)	
v.)	
)	
CMN GROUP, LLC aka GENERAL)	COMPLAINT AND REQUEST FOR
CONTRACTORS NATIONAL, LLC)	DECLARATORY JUDGMENT,
c/o Registered Agents, Inc.)	INJUNCTIVE RELIEF, CONSUMER
6545 Market Avenue N, Suite 100)	RESTITUTION, CIVIL PENALTIES,
Canton, OH 44721)	AND OTHER APPROPRIATE RELIEF
)	
RENATO N. PEREZ)	
8134 Madrillion Court)	
Vienna, VA 22182)	
AND)	
)	
ANDRE M. KINDUELO)	
2628 Tunlaw Road NW, Apt. 303)	
Washington, DC 20007)	

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 the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
2. The actions of CMN Group, LLC aka General Contractor’s National, LLC (“CMN”), Renato C. Perez (“Perez”) and Andre M Kinduelo (“Kinduelo”) (collectively, “Defendants”),

hereinafter described, have occurred in Cuyahoga County 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, 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)(3) in that Cuyahoga County is the county where Defendants conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant CMN is a Virginia-based foreign limited liability company that registered with the Ohio Secretary of State on November 23, 2024 under the name CMN Group LLC and also used the name General Contractors National, LLC. Defendant CMN is currently on inactive status with the Virginia Secretary of State.
6. Defendant Perez is a natural citizen residing at 8134 Madrillion Court, Vienna, VA 22182 and is a co-owner of Defendant CMN.
7. Defendant Kinduelo is a natural citizen residing at 2628 Tunlaw Road NW, Apartment 303, Washington DC 20007 and is a co-owner of Defendant CMN.
8. Defendants are each a “supplier,” as they each engage in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement services, including roof and siding replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).

9. Defendants Perez and Kinduelo, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant CMN, causing, personally participating in, or ratifying the acts and practices of Defendant CMN including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants solicited and sold home improvement goods and services, including roof and siding replacements, to consumers at the consumers' residences.

11. Both Defendants Perez and Kinduelo solicited Ohio consumers at their residences on behalf of Defendant CMN.

12. Defendants Perez and Kinduelo, on behalf of Defendant CMN, traveled to Northeast Ohio after it was hit by a large and destructive storm in August 2024.

13. Defendants Perez and Kinduelo, on behalf of Defendant CMN, promised Ohio consumers that the Defendants would work with the consumers' insurance companies to obtain a new roof and/or siding as an insurance claim.

14. Following these door-to-door solicitations, Defendants enter into contracts with consumers to provide various home improvement services, including roof and siding replacements, based on a scope of work approved by the consumers' insurance companies.

15. In some instances, Defendant Perez signed the contracts with consumers on behalf of Defendant CMN.

16. In some instances, contracts with consumers were signed by other sales representatives or not signed on behalf of Defendant CMN at all.

17. Defendants accepted down payments from consumers in exchange for various home improvement services, including roof and siding replacements.
18. In some instances, consumers made payments by check to Defendant CMN in the name of General Contractors National, LLC.
19. In some instances, consumers made payments by check to Defendant CMN in the name of CMN Group, LLC.
20. Defendants represented to consumers that they would undertake and complete various home improvement services, including roof and siding replacements, and, in some instances, failed to deliver the contracted for services within eight weeks of the date of contract or the promised start date.
21. When consumers questioned when contracted work would begin, both Defendants Perez and Kinduelo represented to consumers that the contracted work would begin in a timely fashion or on a specific date.
22. In some instances, Defendants performed no work under the contracts for which consumers had paid them.
23. In some instances, after receiving payment, Defendants began the contracted work but thereafter abandoned the worksite and failed to complete the work.
24. Defendants did not provide consumers with refunds of deposits or amounts paid when Defendants did not perform the contracted work.

PLAINTIFF'S CAUSE OF ACTION: VIOLATION OF THE CSPA

CSPA COUNT 1 - FAILURE TO DELIVER

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
26. 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 services and then permitting eight weeks to elapse without making delivery of services ordered, 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 services of equal or greater value as a good faith substitute.

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, Ohio Adm.Code 109:4-3-01 *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 them, 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, Ohio Adm.Code 109:4-3-01 *et seq.*

- C. ISSUE A PERMANENT 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.
- D. 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.
- E. 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).
- 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,

DAVE YOST
Attorney General



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