

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CASE NO.
DAVE YOST)	
30 E. Broad Street, 14th Floor)	JUDGE
Columbus, Ohio 43215)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT AND REQUEST FOR
)	DECLARATORY JUDGMENT,
PETER RISTICH, individually and)	INJUNCTIVE RELIEF,
d/b/a CENTRAL ONE PAVING)	CONSUMER RESTITUTION, AND
1417 Carylake Cir.)	CIVIL PENALTIES
Columbus, Ohio 43240)	
)	
And)	
)	
TENEILLA STULTS, individually and)	
d/b/a CENTRAL ONE PAVING)	
1417 Carylake Cir.)	
Columbus, Ohio 43240)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07.

2. The actions of Defendants Peter Ristich (“Ristich”) and Teneilla Stults (“Stults”) (collectively “Defendants”) have occurred in Ohio, including in Franklin County and, as set forth below, violate of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 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 has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) because Franklin County is where Defendants conducted some of the actions that gave rise to Plaintiff's claim for relief.

DEFENDANTS

5. Defendant Ristich is a natural person who, upon information and belief, resides at 1417 Carylake Circle, Columbus, Ohio 43240.
6. Defendant Stults is a natural person who, upon information and belief, resides at 1417 Carylake Circle, Columbus, Ohio 43240.
7. Defendants conducted business using the fictitious business name Central One Paving.
8. Defendant Stults filed a Trade Name Registration for Central One Paving with the Ohio Secretary of State on March 8, 2021.
9. Defendant Ristich filed a Trade Name Registration for Top Seal with the Ohio Secretary of State on August 4, 2022.
10. Upon information and belief, Defendants also conducted business using the fictitious business names Top Seal and Alliance Paving.
11. Upon information and belief, Defendant Ristich sometimes communicates with consumers using the alias Joe Hughes.
12. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA, because Defendants have 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 were primarily personal, family, or household, within the

meaning of R.C. 1345.01(A) and (D).

13. Defendants are “sellers” engaged in “home solicitation sales,” as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because Defendants engaged in personal solicitations at the residences of ”buyers,” as defined by R.C. 1345.21(D), including solicitations in response to or following invitations by ”buyers.”

STATEMENT OF FACTS

14. Defendants advertise, solicit, and sell home improvement goods or services to consumers, including driveway paving and resurfacing services.
15. Defendants solicit and sell home improvement goods and services, including driveway paving and resurfacing services, at the residences of consumers.
16. Defendants do not have a physical business location where their goods are exhibited or where their services are offered for sale on a continuing basis.
17. Defendants accept monetary deposits from consumers for the purchase of home improvement goods or services, including driveway paving and resurfacing services.
18. When Defendants use contracts in their transactions with consumers, their contracts do not properly notify consumers about the consumers’ right to cancel the contract.
19. Defendants fail to provide consumers with “notice of cancellation” forms describing the consumers’ right to cancel the contracts within three days.
20. Defendants accept monetary deposits from consumers for the goods or services, including driveway paving and resurfacing services.
21. In some instances, after receiving deposits from consumers for home improvement goods or services, including driveway paving and resurfacing services, Defendants failed to deliver the home improvement goods or services that were promised to consumers.

22. Consumers who did not receive their goods or services, including driveway paving and resurfacing services, requested refunds from Defendant, and Defendants failed to provide the requested refunds.
23. In many instances, where Defendants perform contracted services, Defendants provide shoddy and substandard services, including driveway paving and resurfacing services, to consumers and fail to correct such work.

FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Failure to Deliver

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
25. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(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 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.

Count II – Shoddy Workmanship

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
27. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA, by performing home improvement repairs or services in an incomplete,

shoddy, substandard, or unworkmanlike manner and failing to correct such work.

28. Such acts or practices 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).

SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA

Count I – Failure to Provide Proper Notice of Right to Cancel

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
30. Defendants violated R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA, by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form.
31. Such acts or practices 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 PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names, under the names Central One Paving, Top Seal, Alliance Paving, Joe Hughes, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of

which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. 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, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
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