

IN THE FRANKLIN COUNTY MUNICIPAL COURT

Chad E. Dworkin :
425 N. Front Street, Apt. 204 :
Columbus, OH 43215 :

and :

Tiffany B. Dworkin : Case No.
425 N. Front Street, Apt. 204 :
Columbus, OH 43215 :
Plaintiffs, :

vs. : Judge
:

The Grand Hartman Ballroom, LLC :
c/o OLR Biz Agency, Inc. :
266 N. Fourth Street, Suite 100 :
Columbus, OH 43215 :

and :

VDB Enterprises, LLC :
c/o OLR Biz Agency, Inc. :
266 N. Fourth Street, Suite 100 :
Columbus, OH 43215 :

and :

ABC Corporation :

and :

John Does #1 and #2 :
Defendants. :

COMPLAINT FOR DAMAGES

BACKGROUND

1. Plaintiff Chad E. Dworkin (hereinafter “Chad”) is an Ohio resident, living in Franklin County.
2. Plaintiff Tiffany B. Dworkin (hereinafter “Tiffany”), formerly Tiffany M. Brackman, is an Ohio resident, living in Franklin County.

3. Defendant The Grand Hartman Ballroom, LLC (hereinafter “Hartman”) is an Ohio Limited Liability Company operating in Franklin County.
4. Defendant VDB Enterprises, LLC (hereinafter “VDB”) is an Ohio Limited Liability Company operating in Franklin County.
5. Defendant ABC Corporation is an unknown Ohio company operating in Franklin County.
6. Plaintiffs have been unable to identify the name and or address of ABC Corporation.
7. Grand Productions, LLC (hereinafter “Grand Productions”) was an Ohio Limited Liability Company operating in Franklin County.
8. Upon information and belief, Grand Productions was a company assisting in the operations of Defendants Hartman and VDB.
9. Grand Productions is now defunct.
10. Defendant ABC Corporation is believed to either have control over or assisted in the operations of Grand Productions and Defendants Hartman and VDB.
11. Upon information and belief, Defendants John Doe #1 and John Doe #2 are the owners and operators of Grand Productions and of Defendants Hartman, VDB, and ABC Corporation.
12. Plaintiffs were unable to identify the names and or addresses of John Does #1 and #2.
13. Jurisdiction is proper under Ohio statute and civil rule.
14. On or about January 23, 2006, Defendant Hartman was in the business of renting the Grand Hartman Ballroom (hereinafter “Hartman Ballroom”), located at 275 S. Fourth Street, in Columbus, Ohio.
15. On or about January 23, 2006, Defendant Hartman held itself out as having use and control of the Hartman Ballroom to rent it out for events.
16. On or about January 23, 2006, Plaintiffs signed a rental agreement (hereinafter “Rental Agreement”) with Defendant Hartman to rent the Hartman Ballroom for their September 16, 2006 wedding reception.
17. On or about January 24, 2006, the Rental Agreement was signed by an authorized representative of Defendant Hartman (attached as Exhibit 1).

18. On or about January 24, 2006, Defendant VDB charged Plaintiff Tiffany's credit card for a \$1,000.00 deposit pursuant to the Rental Agreement with Defendant Hartman (attached as Exhibit 2).
19. On or about January 24, 2006, dissolution papers for Grand Productions were submitted to the Ohio Secretary of State.
20. On or about February 14, 2006, Defendant Hartman notified Plaintiffs by letter that Defendant's lease of the Hartman Ballroom had been cancelled and therefore Defendant would be breaching the Rental Agreement (attached as Exhibit 3).

FIRST CLAIM – BREACH OF CONTRACT

21. Plaintiffs re-allege the facts set forth in Paragraphs 1-20 as if fully re-written.
22. Defendant Hartman, in acknowledgment of its breach of the Rental Agreement, guaranteed in a letter sent on or about February 16, 2006 that Plaintiffs' \$1,000.00 deposit would be returned to Plaintiffs by August 29, 2006 (attached as Exhibit 4).
23. As of the date of this filing, both Defendant Hartman and/or Defendant VDB have failed to return Plaintiffs' guaranteed refund.
24. As a result of the failure to return the refund, Plaintiffs have sustained damages in an amount not less than \$1,000.00 by Defendants Hartman, VDB, and ABC Corporation.

SECOND CLAIM – OHIO CONSUMER SALES PRACTICES ACT

25. Plaintiffs re-allege the facts set forth in Paragraphs 1-24 as if fully re-written.
26. Plaintiffs Chad and Tiffany are consumers pursuant to R.C. §1345.01(C).
27. Grand Productions and Defendant Hartman are suppliers pursuant to R.C. §1345.01(D).
28. The Rental Agreement constituted a consumer transaction under R.C. §1345.01(A).
29. On or about January 23, 2006, Grand Productions and Defendant Hartman held out to Plaintiffs that they had the use and control of and the ability to rent out the Hartman Ballroom.
30. On or about January 24, 2006, when the Rental Agreement was signed by an authorized representative, Grand Productions and Defendant Hartman did not have the use or control of or the ability to rent out the Hartman Ballroom.
31. Grand Productions and Defendant Hartman acted willfully, knowingly, intentionally, unconscionably, and with reckless indifference towards Plaintiffs in their deceptive misrepresentation.

32. Grand Productions and Defendant Hartman's actions towards Plaintiffs were unconscionable and a violation under the Ohio Consumer Sales Practices Act, R.C. §1345 et. seq.
33. As a result of Defendant's actions, Plaintiffs sustained damages in an amount not less than \$5,000.00.
34. Pursuant to R.C. §1345.09, Plaintiffs are entitled to attorneys' fees expended in the pursuit of this matter.

THIRD CLAIM – FRADULENT/NEGLIGENT MISREPRESENTATION

35. Plaintiffs re-allege the facts set forth in Paragraphs 1-34 as if fully re-written.
36. Grand Productions and Defendant Hartman had a duty to truthfully represent to Plaintiffs whether they had the use and control of and the ability to rent out the Hartman Ballroom.
37. Plaintiffs reasonably relied on the representations of Grand Productions and Defendant Hartman.
38. Grand Productions and Defendant Hartman misrepresented to Plaintiffs that they had the use and control of and the ability to rent out the Hartman Ballroom.
39. Grand Productions and Defendant Hartman either knew their representations were false or recklessly asserted the representations as true.
40. Had Grand Productions and Defendant Hartman disclosed their misrepresentations, Plaintiffs would not have entered into the Rental Agreement.
41. As a direct and proximate result of Grand Productions and Defendant Hartman's misrepresentations, Plaintiffs sustained damages in an amount not less than \$1,000.00.
42. Grand Productions and Defendant Hartman's conduct was sufficiently malicious to warrant the awarding of punitive damages.

FOURTH CLAIM – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

43. Plaintiffs re-allege the facts set forth in Paragraphs 1-42 as if fully re-written.
44. The misrepresentations made by Grand Productions and Defendant Hartman and constitute extreme and outrageous conduct.
45. Defendants Hartman and VDB's failure to return Plaintiff's guaranteed refund constitutes extreme and outrageous conduct.

46. Grand Production and Defendants Hartman, VDB, and ABC Corporation, intentionally and recklessly caused Plaintiffs emotional distress.
47. As a result of Grand Productions Defendants' actions, Plaintiffs sustained damages in an amount not less than \$10,000.00

FIFTH CLAIM – PEIRCING THE CORPORATE VEIL

48. Plaintiffs re-allege the facts set forth in Paragraphs 1-47 as if fully re-written.
49. Upon information and belief, at all times relevant, Defendants John Doe #1 and John Doe #2 were the owners and operators of Grand Productions and Defendants Hartman, VDB, and ABC Corporation.
50. Defendants John Doe #1 and John Doe #2 had such complete control over Grand Productions and Defendants Hartman, VDB, and ABC Corporation, that there were no separate minds, wills, or existences.
51. Defendants John Doe #1 and John Doe #2 exercised control over Grand Productions and Defendants Hartman, VDB, and ABC Corporation, in such a manner as to commit fraud or an illegal act against Plaintiffs.
52. As a result of Defendant John Doe #1 and Defendant John Doe #2's control, Plaintiffs sustained damages in an amount not less than \$10,000.00.

WHEREFORE, Plaintiffs Chad E. Dworkin and Tiffany Dworkin hereby demand judgment against Defendant Grand Hartman Ballroom, LLC, Defendant VDB Enterprises, LLC, Defendant ABC Corporation, Defendant John Doe #1, and Defendant John Doe #2, joint and severally, in an amount not less than \$10,000.00, plus interest, punitive damages, court costs and attorneys fees expended in pursuing this matter, and any other remedies legal and equitable the Court deems appropriate.

Respectfully submitted,

Bradley W. Miller (0081101)
LAW OFFICE OF BRADLEY W. MILLER
1335 Dublin Road, Suite 223A
Columbus, Ohio 43215
(614) 485-9094
(614) 485-9097 fax
bmiller@bradleymillerlaw.com

Attorney for Plaintiffs