

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
MARC RYDER)	COMPLAINT AND REQUEST FOR
4737 Reed Rd.)	DECLARATORY JUDGMENT,
Upper Arlington, Ohio 43220)	INJUNCTIVE RELIEF, CONSUMER
)	RESTITUTION, CIVIL PENALTIES,
and)	AND OTHER APPROPRIATE RELIEF
)	
UNITED POWER COMPANY, LLC)	
c/o Marc Ryder)	
4737 Reed Rd.)	
Upper Arlington, Ohio 43220)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Ohio 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 him by the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, and specifically R.C. 1345.07.

2. The actions of Marc Ryder and United Power Company, LLC (“Defendants”), hereinafter described, have occurred in Franklin 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, 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)(1), (3), and (6) in that Franklin County is the county where Defendants reside and conducted activity giving rise to the claims for relief, and where all or part of the claims for relief arose.

DEFENDANTS

5. Defendant Marc Ryder maintains a UPS box at 4737 Reed Rd., Upper Arlington, Ohio 43220.
6. Defendant United Power Company, LLC (“United Power”) was registered as an Ohio limited liability company with the Ohio Secretary of State on October 15, 2019.
7. Defendants are each a “supplier,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for the sale of windows, within the meaning of R.C. 1345.01(A).
8. Defendant Ryder controls and directs the business activities and sales conduct of Defendant United Power Company, LLC, causing, personally participating in, or ratifying the acts and practices of United Power, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

9. Defendants maintain a website at www.unitedpowercompany.com which they use to advertise, solicit and sell generators, generator installation and other goods and services.
10. Defendants advertised or promised prompt delivery of the generators, generator installation and other goods and services and failed to take reasonable action to insure prompt delivery.
11. Defendants represented to consumers that they would provide the ordered generators, generator installation and other goods and services within an estimated time and then failed to provide such goods and services in the time promised.
12. Defendants failed to deliver generators, generator installation and other goods and services within eight weeks.
13. After receiving payment, Defendants sometimes began work but failed to complete the work.
14. Defendants sometimes received payments for generators, generator installation and other goods and services and failed to deliver the goods and services at all.
15. Defendants provided shoddy, substandard or incomplete generator installation and other home improvement services to consumers and then failed to correct such services.
16. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
17. At the time of the transactions, Defendants failed to notify consumers of their right to cancel the transactions, or to provide consumers with a notice of cancellation form describing the consumers' right to cancel the transaction.

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

COUNT 1 - FAILURE TO DELIVER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(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, SUBSTANDARD, AND INCOMPLETE WORK

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-19 of this Complaint.
21. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy, substandard, and unworkmanlike manner and then failing to correct such work.
22. 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 – ENGAGING IN CONSUMER TRANSACTIONS AFTER FAILING TO
PAY A JUDGMENT**

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraph 1-22 of this Complaint.
24. Defendant Ryder committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having an unsatisfied judgment against the Defendant arising from consumer transactions.
25. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant 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**

**FAILURE TO PROVIDE PROPER NOTICE OF
THREE-DAY RIGHT OF RESCISSION**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-25 of this Complaint.
27. Defendants violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel the transactions by a specific date.
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 that each act or practice complained of herein violates the CSPA, and its Substantive Rules, and the HSSA, 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 and the HSSA, R.C. 1345.21 *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 conduct of the Defendants 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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