

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

STATE OF OHIO ex rel.  
ATTORNEY GENERAL  
DAVE YOST  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

Plaintiff,

v.

SCOTT M. REDDING  
6711 State Route 117  
Rockford, OH 45882

and

HOPE R. REDDING  
6711 State Route 117  
Rockford, OH 45882

Defendants.

Case No: 22-CIV-091

Judge:

**COMPLAINT AND REQUEST FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, CONSUMER  
RESTITUTION, CIVIL PENALTIES,  
AND OTHER APPROPRIATE RELIEF**

**FILED**

**DEC 01 2022**

*Shirley Thomas*  
MERCER COUNTY CLERK OF COURTS  
CELINA, OHIO

**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 R.C. 1345.01 *et seq.*
2. The actions of Scott M. Redding and Hope R. Redding ("Defendants"), hereinafter described, have occurred in Mercer County and other counties in the State of Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.* and its Substantive Rules, O.A.C. 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)(1) and (3) in that Mercer County is the county where Defendants are located and conducted activity that gave rise to the claims for relief.

### **DEFENDANTS**

5. Defendant Scott M. Redding is a natural person residing at 6711 State Route 117, Rockford, OH 45882. Defendant is a co-owner of Hopsco Energy Products, LLC.
6. Defendant Hope R. Redding is a natural person residing at 6711 State Route 117, Rockford, OH 45882. Defendant is a co-owner of Hopsco Energy Products, LLC.
7. Hopsco Energy Products, LLC was registered on March 17, 2010 with the Ohio Secretary of State as an Ohio Limited Liability Company. 103 Fabrication was registered as a Fictitious Name for Hopsco Energy Products, LLC with the Ohio Secretary of State on February 5, 2016, but it was cancelled by operation of law on February 15, 2021. Hopsco Energy Products, LLC is now out of business.
8. Defendants are “suppliers,” 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 goods and services, including outdoor stoves and furnaces, within the meaning of R.C. 1345.01(A).
9. Defendants Scott M. Redding and Hope R. Redding at all times pertinent hereto controlled and directed the business activities and sales conduct of Hopsco Energy Products, LLC as co-owners of the business, causing, personally participating in, or ratifying the acts and practices

of Hopsco Energy Products, LLC, including the conduct giving rise to the violations described herein.

### **STATEMENT OF FACTS**

10. Defendants' business operated out of Scott M. Redding and Hope R. Redding's home at 6711 State Route 117, Rockford, Ohio 45882.
11. Defendants solicited and sold goods to consumers, including outdoor furnaces and stoves.
12. Defendants advertised or promised prompt delivery of their outdoor furnaces and stoves and failed to take reasonable action to insure prompt delivery.
13. Defendants represented to consumers that they would provide the ordered outdoor furnaces and stoves within an estimated time and then failed to provide such goods and services in the time promised, if at all.
14. Defendants required consumers to make a down payment for outdoor furnaces and stoves at the time they entered into the transaction.
15. After receiving a down payment, Defendants sometimes failed to deliver the product at all.
16. Defendants have not refunded consumers' deposits or payments in full despite consumers' requests for refunds.
17. In some instances, Defendants have offered to issue a refund of consumer's deposits and then failed to do so.

### **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 2 – MISREPRESENTATION**

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 or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.

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 made 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, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 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 O.A.C. 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. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as Hopsco Energy Products, LLC.
- E. ORDER Defendants to take all necessary steps to dissolve Hopsco Energy Products, LLC – including filing a Certificate of Dissolution with the Ohio Secretary Of State.
- F. 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.
- G. 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).
- H. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- I. ORDER Defendants to pay all court costs associated with this matter.
- J. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General

A handwritten signature in dark ink, appearing to read 'Kevin R. Walsh', is written over a horizontal line.

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