

IN THE COURT OF COMMON PLEAS  
DEFIANCE 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.

COLE M. DOCKERY  
D/B/A NATIONAL ANGLERS ASSOCIATION  
1490 Candlewood Ct.  
Defiance, Ohio 43512

and

JAKOB P. SCHOENAUER  
D/B/A NATIONAL ANGLERS ASSOCIATION  
200 1/2 A Clinton  
Defiance, Ohio 43512

and

ALEXANDRIA L. MCGLAUGHLIN  
D/B/A NATIONAL ANGLERS ASSOCIATION  
1490 Candlewood Ct.  
Defiance, Ohio 43512

and

FILED  
IN COURT OF COMMON PLEAS No:  
DEFIANCE COUNTY, OHIO

22 CV 45813

JUN 30 2022 8:38 AM  
Judge:

*By M. [Signature]*  
CLERK

) COMPLAINT AND REQUEST  
) FOR DECLARATORY JUDGMENT,  
) INJUNCTIVE RELIEF, CIVIL  
) PENALTIES, AND OTHER  
) APPROPRIATE RELIEF

WYATT R. PUFFINBERGER )  
D/B/A NATIONAL ANGLERS ASSOCIATION )  
9958 Heritage Dr. Apt. D )  
Sherwood, Ohio 43556 )  
Defendants. )

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**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 Cole M. Dockery d/b/a National Anglers Association, Jakob P. Schoenauer d/b/a National Anglers Association, Alexandria L. McGlaughlin d/b/a National Anglers Association, and Wyatt R. Puffinberger d/b/a National Anglers Association, ("Defendants"), hereinafter described, have occurred in Defiance 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.
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) and (6), in that Defendants conducted activity that gave rise to the claims for relief in Defiance County and Defiance County is the county in which all or part of the claims for relief arose.

## DEFENDANTS

5. Defendant Cole M. Dockery is a natural person residing at 1490 Candlewood Ct., Defiance, Ohio 43512.
6. Defendant Cole M. Dockery operated under the name National Anglers Association. National Anglers Association is a fictitious business not registered with the Ohio Secretary of State.
7. Defendant Jakob P. Schoenauer is a natural person residing at 200 ½ A Clinton, Defiance, Ohio 43512.
8. Defendant Alexandria L. McGlaughlin is a natural person residing at 1490 Candlewood Ct., Defiance, Ohio 43512.
9. Defendant Wyatt R. Puffinberger is a natural person residing at 9958 Heritage Dr. Apt. D, Sherwood, Ohio 43556.
10. Defendants Schoenauer, McGlaughlin, and Puffinberger assisted Defendant Dockery and also individually operated under the name National Anglers Association.
11. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions,” either directly or indirectly, by soliciting or selling goods or services to “consumers” for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
12. Defendants are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling goods and services, including but not limited to, individual fishing tackle and lures as well as a subscription-based monthly fishing lure delivery program for a fee, within the meaning of R.C. 1345.01(A).
13. Defendant Dockery formed, owned, and operated National Anglers Association.

14. On information and belief, Defendant Dockery engaged Defendants Schoenauer, McGlaughlin, and Puffinberger, to open and facilitate payment processing accounts for National Anglers Association when Defendant Dockery was blocked by payment processors from doing so.

#### STATEMENT OF FACTS

15. Defendants engaged in the business of providing goods and services to consumers, including providing individual fishing tackle and lures as well as a subscription-based monthly fishing lure delivery program, and failed to deliver some of those goods and services within eight weeks.
16. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
17. Defendants sold their goods or services to consumers in Ohio and nationwide by accepting orders placed by consumers via Facebook.com and other online storefronts.
18. Defendants failed to provide proper clear and conspicuous disclosures of material terms of transactions prior to billing consumers.
19. Consumers purchased fishing lures from Defendants via their online presence and unknowingly entered into an agreement for a membership with an undisclosed subscription feature whereby thirty days after signing up for the process and every thirty days thereafter, the Defendants, without further authorization, would charge the consumer's bank account or credit card for the total cost of their services, whether the fishing lures or any other goods or services were being delivered or not.
20. Defendants accepted payments from consumers, but failed to deliver the goods or complete the services for which they were paid.

21. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
22. After receiving payment, Defendants sometimes sent initial subscription boxes but failed to provide the future subscribed services..
23. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
24. Defendants failed to register the fictitious business name, National Anglers Association, with the Ohio Secretary of State.

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

**COUNT I - FAILURE TO DELIVER**

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.
26. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services and failing to provide full refunds.

**COUNT II - UNFAIR AND DECEPTIVE ACTS OR PRACTICES**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-26 of this Complaint.
28. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to provide adequate customer service.

29. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to CSPA, R.C. 1345.05(A)(3).

**COUNT III - UNCONSCIONABLE ACTS OR PRACTICES**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-29 of this Complaint.

31. Defendants committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by making false statements and/or misleading statements of opinion upon which consumers relied upon to their detriment.

32. Defendants committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(7), by failing to disclose the limitations on its policy related to refunds prior to sales and subsequently refusing to provide refunds without justification.

33. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to CSPA, R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

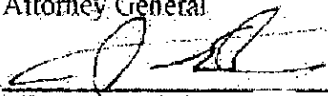
- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA and its Substantive Rules, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in 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.

- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. 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).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. ORDER Defendants jointly and severally liable for all monetary amounts awarded herein.
- I. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General



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