

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

	)	<b>CASE NO.</b>
<b>STATE OF OHIO, ex rel.</b>	)	
<b>DAVE YOST</b>	)	<b>JUDGE</b>
<b>Ohio Attorney General</b>	)	
<b>Cleveland Regional Office</b>	)	<b><u>COMPLAINT AND REQUEST FOR</u></b>
<b>615 W. Superior Ave., 11<sup>th</sup> fl.</b>	)	<b><u>DECLARATORY AND INJUNCTIVE</u></b>
<b>Cleveland, Ohio 44113-1899</b>	)	<b><u>RELIEF, CONSUMER DAMAGES, CIVIL</u></b>
	)	<b><u>PENALTIES, AND OTHER</u></b>
<b>Plaintiff,</b>	)	<b><u>APPROPRIATE RELIEF</u></b>
	)	
<b>v.</b>	)	
	)	
<b>TIMOTHY DOTSON individually and</b>	)	
<b>dba TIMBER CREEK</b>	)	
<b>STRUCTURES</b>	)	
<b>920 Royal Arms Dr.</b>	)	
<b>Girard, Ohio 44420</b>	)	
	)	
<b>and</b>	)	
	)	
<b>TIMBER CREEK STRUCTURES OH</b>	)	
<b>WV PA LLC</b>	)	
<b>c/o TIM DOTSON Statutory Agent</b>	)	
<b>920 Royal Arms Dr.</b>	)	
<b>Girard, Ohio 44420</b>	)	
	)	
<b>Defendants.</b>	)	

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through 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 the Ohio Consumer Sales Practices Act, R.C. 1345.01 et seq.

2. The actions of Defendants, hereinafter described, have occurred in Trumbull County as well as other counties around the State of Ohio, and are in violation of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules Ohio Adm. Code 109:4-3-01 et seq.
3. This Court has jurisdiction over the subject matter of this action 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) in that Defendants reside or have their principal place of business in Trumbull County, and some of the transactions complained of herein, and out of which this action arises, have occurred in Trumbull County, Ohio.

#### **DEFENDANTS**

5. Timothy Dotson is an individual residing at 920 Royal Arms Dr., Girard, Ohio 44420.
6. Timber Creek Structures is a fictitious business name registered by Timothy Dotson with the Ohio Secretary of State on August 19, 2019.
7. Timber Creek Structures OH WV PA LLC is an Ohio limited liability company licensed to do business in Ohio since November 12, 2021.
8. Timothy Dotson and Timber Creek Structures OH WV PA LLC are “suppliers” as the term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, they engaged in the business of effecting “consumer transactions,” by offering consumer goods and services to individuals for purposes that were primarily personal, family, or household as defined in R.C. 1345.01(A).

### **STATEMENT OF FACTS**

9. Defendants offer consumer goods and services to consumers in Ohio: specifically, Defendants solicit, sell, build and deliver stock and custom sheds and other outdoor structures (“sheds”) for consumers’ personal, family, or household use.
10. Often, Defendants accepted money from consumers for sheds and then allowed more than eight weeks to elapse without providing the sheds consumers ordered.
11. When consumers called to inquire about the status of their order, Defendants often failed to answer the phone and failed to return messages left by consumers.
12. Despite consumers’ repeated attempts to contact Defendants regarding the status of their order, Defendants routinely failed to respond to consumers’ telephone calls, text messages, and e-mails in a timely manner.
13. In some instances, when consumers were able to get in touch with Defendants when inquiring about the status of their order, Defendants gave inaccurate delivery dates to consumers regarding when their shed would arrive.
14. In some instances, consumers took days off work specifically to accept delivery of their shed based on Defendants’ representation that their shed would be delivered on that day. Several consumers reported taking multiple days off work to wait for delivery, with no shed being delivered.
15. Defendants routinely failed to deliver sheds on the date provided to consumers without informing the consumers that their shed would not be delivered.
16. When consumers requested refunds because of Defendants’ failure to provide the ordered sheds, Defendants refused to provide the refunds in a timely manner.

17. At times, when consumers requested refunds for sheds that were not delivered, Defendants offered partial refunds asserting restocking fees and/or liquidated damages clauses as a set off.
18. Consumers were damaged by Defendants' conduct and many consumers filed complaints with the Ohio Attorney General's Office to receive their shed or a refund.
19. In part, based on the number of complaints received by the Ohio Attorney General's Office, the Consumer Protection Section initiated an investigation into Defendants' practices.
20. Defendants were given multiple opportunities to conform their business practices to Ohio's consumer protection laws.
21. On February 2, 2024, Defendants entered into an Assurance of Voluntary Compliance ("AVC") with the Ohio Attorney General's Office. In the AVC, Defendants agreed to deliver consumer orders in a timely manner, stop charging excessive and illegal restocking fees and liquidated damages, and to pay \$15,000 in investigative fees. (See attached Exhibit A).
22. Since the parties entered into the AVC on February 2, 2024, the Ohio Attorney General has received more than 100 additional complaints about Defendants practices.
23. The Attorney General's Office continues to regularly receive consumer complaints regarding Defendants' practices.

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

**COUNT I**  
**FAILURE TO DELIVER**

24. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.

25. Defendants have committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 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 more than eight weeks to elapse without making shipment or delivery of the goods or services ordered.
26. 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 II**  
**UNFAIR CONTRACT LANGUAGE**

27. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
28. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by including in its contracts with consumers unfair and one-sided terms, and excessive liquidated damages clauses.
29. The acts and 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**  
**UNFAIR RESTOCKING FEES**

30. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
31. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA,

R.C. 1345.02(A), by wrongfully imposing restocking fees when Defendants had not yet built a shed, or when Defendants failed to deliver a shed in accordance with the timeframe promised in the contract and/or pursuant to the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A).

32. The acts and 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 IV**  
**POOR CUSTOMER SERVICE**

33. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
34. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to properly respond to consumer complaints or provide adequate customer service.
35. The acts and 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 V**  
**FAILURE TO PROVIDE CONSUMER REFUNDS**  
**IN A TIMELY MANNER**

36. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
37. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to timely deliver refunds due to consumers when Defendants

failed to deliver sheds in a timely manner, or at all.

38. The acts and 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 VI**  
**VIOLATION OF AN ASSURANCE OF VOLUNTARY COMPLIANCE**

39. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in each of the previous paragraphs of this Complaint.
40. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to comply with the terms of an assurance of voluntary compliance previously entered into pursuant to R.C. 1345.06(F)(2), by failing to deliver goods or services in compliance with Ohio Adm.Code 109:4-3-09(A) and by failing to comply with the Compliance Provisions of the AVC including continuing to charge unreasonable restocking fees and using contractual clauses that contain excessive liquidated damages.
41. The acts and 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:

- A. APPOINT A RECEIVER** pursuant to R.C. 1345.07(B), at Defendants' expense, to:
- i. Immediately take possession and control of all assets, books, records, and property of Defendants' businesses;

- ii. Manage, operate, and preserve the business' assets;
- iii. Conduct a thorough investigation to determine the financial status of the Defendants' businesses, including but not limited to the valuation of assets, liabilities, and any other relevant financial information;
- iv. Hire professionals, including accountants and appraisers, as necessary to assist in the investigation; and
- v. Report to the Court and Plaintiff about the current financial status of Defendants' businesses.

- B. ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Adm. Code 109:4-3-09 et seq. in the manner set forth in the Complaint;
- C. ISSUE A PERMANENT INJUNCTION** enjoining Defendants, under these or any other names, their agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from any further violations of the CSPA, R.C. 1345.01 et seq.;
- D. ENJOIN** Defendants from acting as suppliers in Ohio until all outstanding judgment-ordered remuneration and penalties have been paid and Defendants have produced satisfactions of judgment for all outstanding judgments against them related to consumer transactions;
- E. IMPOSE** upon Defendants civil penalties in the amount of \$25,000.00 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D);



- F. ORDER** Defendants to reimburse all consumers found to have been damaged by Defendants' unlawful actions in violation of the CSPA;
- G. GRANT** Plaintiff his costs in bringing this action including, but not limited to, the costs of collecting any judgment awarded;
- H. ORDER** Defendants to pay all court costs; and
- I. GRANT** such further relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

**DAVE YOST**  
OHIO ATTORNEY GENERAL

/s/ Drew Smith  
DREW SMITH (0070188)  
Consumer Protection Section  
Cleveland Regional Office  
615 W. Superior Ave., 11<sup>th</sup> fl.  
Cleveland, OH 44113-1899  
(216) 787-3030  
Counsel for Plaintiff State of Ohio  
[Drew.Smith@OhioAGO.gov](mailto:Drew.Smith@OhioAGO.gov)

**STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION**

IN THE MATTER OF	)	DOCKET NO. 612543
	)	
<b>Timothy Dotson individually and</b>	)	
<b>dba Timber Creek Structures</b>	)	
<b>920 Royal Arms Dr.</b>	)	
<b>Girard, Ohio 44420</b>	)	
	)	
<b>and</b>	)	
	)	
<b>Timber Creek Structures</b>	)	
<b>OH WV PA LLC</b>	)	
<b>1444 Youngstown Rd. SE</b>	)	
<b>Warren, Ohio 44484</b>	)	

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance (hereafter “Assurance”) is entered into this 2<sup>nd</sup> day of February 2024 by Timothy Dotson, dba Timber Creek Structures, and Timber Creek Structures OH WV PA LLC (Suppliers”) and Ohio Attorney General Dave Yost (collectively, the “Parties”). For purposes of this Assurance, “Suppliers” shall mean Timothy Dotson and Timber Creek Structures OH WV PA LLC and their officers, partners, managers, successors, or assigns and all persons acting in concert or participation with them, through those or any other names, directly or indirectly, through any corporate device, partnership, association, or affiliation.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Suppliers have engaged in acts and practices which violate 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., and having authority to investigate Suppliers’ business practices pursuant to the authority granted the Attorney General by R.C. 1345.06; and

**WHEREAS**, R.C. 1345.06(F) of the CSPA grants the Attorney General the authority to

enter into and accept an Assurance; and

**WHEREAS**, this Assurance is a promise in writing by each of the Suppliers of their intent to comply with and conduct their business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109-4-3-01 et seq.; and

**WHEREAS**, Suppliers, desiring to comply with all aspects of the CSPA, hereby voluntarily enter into this Assurance with the Attorney General.

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the Parties hereto **AGREE** as follows:

- (A) The “Effective Date” shall mean the date that is indicated on the first page of this Assurance.
- (B) By accepting this written Assurance, the Attorney General’s Consumer Protection Section agrees to terminate its current investigation of Supplier’s business practices and actions that occurred on or before the Effective Date of this Assurance.
- (C) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws including, without limitation, the CSPA and its Substantive Rules.

#### **BACKGROUND AND STATEMENT OF FACTS**

- (1) Timothy Dotson is an individual residing at 920 Royal Arms Dr., Girard, Ohio 44420.
- (2) Timber Creek Structures is a fictitious business name registered by Timothy Dotson with the Ohio Secretary of State on August 19, 2019.
- (3) Timber Creek Structures OH WV PA LLC is an Ohio limited liability company licensed to do business in Ohio since November 12, 2021.
- (4) Suppliers offer consumer goods and services to consumers in Ohio: specifically, building and delivering sheds for personal, family, or household use.

- (5) Timothy Dotson and Timber Creek Structures OH WV PA LLC are “suppliers” as the term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, they engaged in the business of effecting “consumer transactions,” by offering consumer goods and services to individuals for purposes that were primarily personal, family, or household as defined in R.C. 1345.01(A).
- (6) Suppliers accepted money from consumers for buildings and sheds and then allowed eight weeks to elapse without providing the goods or services ordered, making a full refund, advising consumers of the duration of an extended delay and offering a refund within two weeks if requested, or furnishing similar goods and services of an equal or greater value as a good faith substitute.
- (7) When consumers requested refunds due to Suppliers’ failure to provide the ordered buildings and sheds, Suppliers refused to provide the refunds in a timely manner. At times Suppliers offered partial refunds asserting restocking fees and/or liquidated damages clauses.
- (8) Consumers were damaged by Suppliers’ conduct and many consumers filed complaints with the Ohio Attorney General’s Office to receive their sheds or refunds. To date, Suppliers have resolved or responded to all consumer complaints filed with the Ohio Attorney General’s Office.

### **COMPLIANCE PROVISIONS**

- (9) Suppliers shall not violate the CSPA, R.C. 1345.01 et seq., or its Substantive Rules, O.A.C. 109-4-3-01 et seq., and specifically:
  - a. Suppliers shall not violate R.C. 1345.02(A) and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by accepting money from consumers for goods and services and then

fail to provide the ordered goods and services within eight weeks or make a full refund to consumers.

- b. Suppliers shall not violate R.C. 1345.02(A) and the Failure to Deliver Rule, O.A.C. 109:4-3-09, by refusing to provide refunds to consumers who request refunds upon Suppliers' failure to provide ordered goods and services within eight weeks.
- (10) Suppliers shall not include restocking fees in their contracts unless the restocking fee is clearly and conspicuously disclosed to the consumer and rationally related to the actual cost of restocking buildings and sheds.
- (11) Supplier shall not charge a consumer with a restocking fee if the consumer requests to cancel the contract because of the Suppliers' failure to deliver within eight weeks.
- (12) Suppliers shall not include a liquidated damages clause in its contracts.
- (13) Suppliers agree to negotiate in good faith and resolve any pending or future consumer complaints filed with the Attorney General's Office concerning Suppliers' conduct before or after the Effective Date of this Assurance.

#### **GENERAL PROVISIONS**

- (14) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation into Suppliers' business practices occurring prior to the Effective Date of this Assurance, related to Suppliers' home improvement services.
- (15) Suppliers understand and agree that this Assurance applies to Suppliers regardless of what business name they use, including to any new names they may use in the future, as well as to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors, and assigns.
- (16) This Assurance shall be governed by the laws of the State of Ohio.

- (17) This Assurance is entered into by Suppliers of their own free and voluntary act, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (18) This Assurance does not constitute an approval by the Attorney General of any of the Suppliers' business practices, and Suppliers shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned, or approved any part or aspect of their business practices.
- (19) This Assurance sets forth the entire agreement between the Attorney General and Suppliers and supersedes any and all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
- (20) The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (21) This Assurance constitutes a public record and shall be filed in the Attorney General's Public Inspection File pursuant to R.C. 1345.05(A)(3).

#### **PAYMENT TO THE STATE**

- (22) As part of the consideration for termination of the Attorney General's investigation of Suppliers under the CSPA, Suppliers shall pay the Attorney General \$15,000 as reimbursement for investigative and administrative costs associated with this matter. This

payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided in R.C. 1345.51.

(23) Payment of the foregoing amount shall be made at the rate of \$1,250.00 per month for 12 months. The first payment is due on or before February 15, 2024. Payments shall continue on the fifteenth day of each subsequent month until paid in full. If all payments are timely made pursuant to this paragraph, the last payment will be due on or before January 15, 2025.

(24) It is further ORDERED that if Suppliers fail to timely make any of the payments due in accordance with the payment schedule set forth above, the remaining balance shall immediately become due and payable. If Suppliers fail to make the required payments, the unpaid amount due under this Assurance may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against Suppliers pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081. In the event the Attorney General must initiate legal action or incur any costs to compel Suppliers to abide by this Assurance, Suppliers shall be liable to the Attorney General, should the Attorney General prevail, for all related enforcement costs including, but not limited to, a reasonable sum for attorneys' fees, investigatory costs, and interest and collection costs as permitted by statute.

(25) The acceptance of any payment by the Ohio Attorney General subsequent to the time it is due or the failure of the Ohio Attorney General to insist on strict performance of any order contained within this Assurance, including, but not limited to, the obligation created by the acceleration provision in Paragraph (23) of this Assurance, shall not be construed as a waiver of any of the obligations created by this Assurance.

(26) Payments shall be made by delivering a certified check or money order, containing the code “CPS” in the memo line and payable to the “Ohio Attorney General’s Office,” to:

Financial Specialist  
Consumer Protection Section  
Ohio Attorney General’s Office  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

**PENALTIES FOR FAILURE TO COMPLY**

(27) The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce the terms of this Assurance against Suppliers, and the Court shall apply applicable standards of law to determine damages for any subsequent violations, which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.

(28) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA or its Substantive Rules by Suppliers. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 et seq., if presented after the violation in an action brought under the CSPA, R.C. 1345.01 et seq.

(29) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Suppliers under any legal authority granted to the Attorney General:

- a. With respect to the transactions that are the subject of this enforcement action if the terms of the Assurance are not fully obeyed; or,
- b. With respect to transactions or occurrences that are not the subject of this Assurance.

(30) This Assurance shall in no way exempt Suppliers from any other obligation imposed by



law, and nothing contained herein shall relieve Suppliers of any legal responsibility for any acts or practices they have engaged in other than those specifically addressed by this Assurance.

**WHEREFORE**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

**SIGNATURES**

**Accepted:**

**DAVE YOST  
ATTORNEY GENERAL**

By: /s/ Michael Sliwinski  
Michael Sliwinski (0076728)  
Assistant Attorney General  
Consumer Protection Section  
615 W. Superior Ave., 11<sup>th</sup> Floor  
Cleveland, Ohio 44111  
(216)787-3030  
Michael.Sliwinski@OhioAGO.gov

Date: 2/7/2024

*Counsel for the Ohio Attorney General*

**Accepted:**

**Timothy Dotson dba Timber Creek Structures**

By: "/s/" Timothy Dotson dba Timber Creek Structures  
Date: 02/07/2024  
Timothy Dotson

**Timber Creek Structures OH WV PA LLC**

By: "/s/" Timber Creek Structures OH WV PA LLC  
Date: 02/07/2024  
Timothy Dotson, Owner and Operator