FILED
COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO
2026 AUG -3 PM 4:39
WENDY D. JONES
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
D. ANDREW WILSON
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

JOHNNY PASSIO
1728 Rolland Ave. NE
New Philadelphia, OH 44663

and

AUSTIN WOOD
2846 Clearview Ave. NW
Canton, OH 44718

and

BUILDER BRO'S CONSTRUCTION, LLC
c/o Johnny Passio
1728 Rolland Ave. NE
New Philadelphia, OH 44663

Defendants.

Case No:
2026 CV 08 0970

Judge:
RYAN STYER, JUDGE

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

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, D. Andrew Wilson, 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 Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*

2. The actions of Johnny Passio, Austin Wood and Builder Bro's Construction, LLC (collectively "Defendants"), hereinafter described, have occurred in Tuscarawas County and other counties, and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 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), (2), (3), and (6), in that Defendant Passio resides in Tuscarawas County, this is the county where Defendants had their principal place of business, where they conducted some of the activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.

DEFENDANTS

5. Defendant Johnny Passio is a natural person residing at 1728 Rolland Ave. NE, New Philadelphia, OH 44663.
6. Defendant Austin Wood is a natural person residing at 2846 Clearview Ave. NW, Canton, OH 44718.
7. Defendant Builder Bro's Construction, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on July 1, 2021.
8. At various times relevant to this action, Defendants Wood and Passio did business using the name Builder Bro's Construction, LLC to engage in the business of soliciting, offering for sale, and selling roof replacement due to storm damage and other home improvement projects.
9. Defendant Passio, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Builder Bro's Construction, LLC, causing, personally

participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

10. Defendant Wood, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Builder Bro's Construction, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

11. Defendants are each a "supplier," as they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for home improvement goods and services for a fee, 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).

STATEMENT OF FACTS

12. Defendants provided home improvement and construction services, including roof replacement and other home improvement services, to consumers in Ohio, including Tuscarawas County.

13. Defendants solicited and sold home improvement goods and services at the residences of Ohio consumers.

14. Defendant Wood signed contracts for Defendants to provide home improvement goods and perform home improvement services on behalf of Defendants.

15. Defendants accepted down payments from consumers for home improvement goods and services.

16. Defendants Passio and Wood both had some control over the financial transactions for Defendant Builder Bro's Construction, LLC, including receiving deposits and making payments on behalf of Defendant Builder Bro's Construction, LLC.
17. Both Defendants Passio and Woods' names are on bank accounts for Defendant Builder Bro's Construction, LLC.
18. In some instances, after Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, Defendants failed to deliver the contracted goods and provide the contracted services.
19. In at least one instance, after receiving payment, Defendants began work under the contract but then failed to complete the work or provide a timely refund.
20. In some instances, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
21. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
23. Defendants 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 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, OR INCOMPLETE WORK

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

25. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.

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).

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, Ohio Adm.Code 109:4-3-01 *et seq.*

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, Ohio Adm.Code 109:4-3-01 *et seq.*

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 by this Court, and any other Court in Ohio in connection with a consumer transaction.

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. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

D. ANDREW WILSON
Attorney General



BRANDON C. DUCK (0076725)
Assistant Attorney General
Counsel for Plaintiff, State of Ohio
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614-466-1031
Brandon.Duck@OhioAGO.gov
Counsel for Plaintiff