IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad St., 14th Floor Columbus, Ohio 43215 Plaintiff, v. REEDS CONTRACTING LLC c/o Toni Wise, Registered Agent 5457 Thorney Dr. Hilliard, Ohio 43026 and WILLIAM E. WISE, JR. individually and dba REEDS CONTRACTING LLC 5457 Thorney Dr. Hilliard, Ohio 43026 and TONI R. WISE individually and dba REEDS CONTRACTING LLC 5457 Thorney Dr. Hilliard, Ohio 43026 Defendants.	Case No: Judge: **Complaint and Request for Declaratory Judgment, Injunctive Relief, Consumer Damages Civil Penalties, and Other Appropriate Relief**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq.

2. The actions of Defendants Reeds Contracting LLC ("Reeds Contracting"), William E. Wise, Jr., individually and doing business as Reeds Contracting LLC ("William Wise"), and Toni R. Wise, individually and doing business as Reeds Contracting LLC ("Toni Wise") (collectively "Defendants"), hereinafter described, have occurred in Franklin County and other counties in Ohio 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) and (C)(3) in that Franklin County is where Defendant William Wise and Defendant Toni Wise reside and where Defendants conducted some of the activities that gave rise to Plaintiff's claims for relief.

DEFENDANTS

5. Defendant William Wise is a natural person who resides at 5457 Thorney Drive, Hilliard, Ohio 43026.
6. Defendant Toni Wise is a natural person who resides at 5457 Thorney Drive, Hilliard, Ohio 43026.
7. Defendant Reeds Contracting is an Ohio Limited Liability Company that represented that it was located at 1985 Henderson Road, Columbus, Ohio 43220.
8. Defendant William Wise and Defendant Toni Wise were co-owners of Defendant Reeds Contracting.
9. Defendant Toni Wise filed Defendant Reeds Contracting's Articles of Organization with the Ohio Secretary of State on June 20, 2018.
10. Defendant Reeds Contracting's Articles of Organization appointed Defendant Toni Wise as

Defendant Reeds Contracting's Statutory Agent.

11. Defendant William Wise directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Reeds Contracting, as described herein.

12. Defendant Toni Wise directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Reeds Contracting, as described herein.

13. Defendants are each a "supplier," as they each engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling home improvement goods or services to "consumers" for purposes that are primarily personal, family, or household, as those terms are defined by R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

14. Defendants solicited and sold home improvement goods and services to Ohio consumers, including interior remodeling services and home addition projects.

15. Defendants entered into written contracts with consumers using the business name Reeds Contracting LLC.

16. Defendant William Wise personally met with consumers at their homes to solicit contracts on behalf of Defendant Reeds Contracting and to discuss the scope of work.

17. Defendant Toni Wise emailed the Reeds Contracting contracts to consumers, for them to sign.

18. Consumers made large upfront payments to Defendants for various home improvement goods and services.

19. Consumers paid Defendants via checks made out to Defendant Reeds Contracting.

20. Defendants Toni Wise and William Wise are the only individuals who had signatory authority

for Defendant Reeds Contracting's business bank account.

21. Defendant Toni Wise personally endorsed some of the checks consumers paid to Defendant Reeds.
22. Defendant William Wise personally endorsed some of the checks consumers paid to Defendant Reeds.
23. Defendant William Wise communicated with consumers, via mostly text message, during the course of their transactions, including during the remodeling process and regarding refund requests.
24. After accepting payment from consumers for home improvement goods or services, Defendants started to do some work but failed to complete the projects the consumers paid for.
25. Defendants permitted more than eight weeks to elapse without delivering the promised home improvement goods or services or making a full refund.
26. Consumers who did not receive the home improvement goods and services they paid for requested refunds from Defendants.
27. Defendants failed to provide requested refunds to consumers for whom they failed to deliver or failed to complete the home improvement goods or services.
28. In some instances, Defendants provided home improvement goods and services in an incomplete, shoddy, substandard, or unworkmanlike manner and failed to correct the work upon consumers' requests.
29. In some instances, after receiving payment, Defendants began work on consumers' home improvement projects but thereafter abandoned the worksites and failed to complete the work.
30. Defendants shut down their business, stopped responding to consumers' efforts to contact them, and stopped working on projects they had started at consumers' homes.

31. As a result of Defendants' actions, consumers suffered monetary damages.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF THE CSPA

COUNT I – Shoddy and Substandard Work

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

33. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement goods and services in an incomplete, shoddy, substandard or unworkmanlike manner and then failing to correct such work.

34. 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).

COUNT II – Abandoning the Worksite After Partial Performance

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

36. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and beginning home improvement work at consumers' residences and then abandoning the worksites and failing to or refusing to complete performance of the home improvement goods or services consumers had paid for.

37. 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 – Failure to Deliver Promised Services

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth

in the preceding paragraphs of this Complaint.

39. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods or services and then permitting eight weeks to elapse without delivering the goods or services, 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.

PRAYER FOR RELIEF

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

A. DECLARE, pursuant to R.C. 1345.07(A)(1), 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., in the manner set forth in this Complaint.

B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants, using their own names or any other names, their agents, employees, successors or assigns, and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, or other association, 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 damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.

D. ASSESS, FINE, and IMPOSE upon Defendants, pursuant to R.C. 1345.07(D), a civil penalty of up to $25,000.00 for each separate and appropriate violation of the CSPA described herein.

E. ISSUE AN 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.

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,

D. ANDREW WILSON
Ohio Attorney General

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