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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad Street, 14th Floor Columbus, Ohio 43215 Plaintiff v. WOLF LAB ENGINEERING LLC c/o Marquis S. Bates 5548 Beach Court Parma, Ohio 44134 and ROGUE WOLF CONCEPTS LLC c/o Marquis S. Bates 711 West Bagley Road, Suite H5 Berea, Ohio 44017 and MARQUIS S. BATES A/K/A MARQUIS SHAMONTIER 5548 Beach Court Parma, Ohio 44134 Defendants.	**Case No.** **CI2026-03788** **Judge** **Judge Stacy L. Cook** **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 Wolf Lab Engineering LLC, Rogue Wolf Concepts LLC, and Marquis S. Bates (collectively "Defendants"), hereinafter described have occurred in Lucas County and other counties, and 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.
4. This Court has venue to hear this case pursuant to Civ.R. 3(C)(3) and Civ.R. 3(C)(6) because Defendants conducted some of the activity that give rise to the claims for relief in Lucas County.

DEFENDANTS

5. Defendant Wolf Lab Engineering LLC ("Wolf") was a for-profit domestic limited liability company registered with the Ohio Secretary of State on May 28, 2020. On January 1, 2026, the Ohio Secretary of State cancelled Wolf Lab Engineering's registration due to its failure to file a Statutory Agent Update.
6. Defendant Rogue Wolf Concepts LLC ("Rogue") is a for-profit domestic limited liability company registered with the Ohio Secretary of State on November 25, 2024.
7. Defendant Marquis S. Bates ("Bates"), also known as Marquis Shamontier, is a natural person who, on information and belief, resides at 5548 Beach Court in Parma, Ohio. On information and belief, Mr. Bates is the sole owner and operator of both Defendant Wolf and Defendant Rogue.

8. At all times relevant to this action, Defendants engaged in the business of soliciting, offering for sale, and engaging in the business of repairing, restoring, modifying, and customizing high-end automobiles.

9. Defendants are each a "supplier" because they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for 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

10. Defendant Wolf operated out of an industrial building located at 1218 Clark Street in Holland, Ohio.

11. Defendants solicit business through the website https://www.wolflabengineering.com and other online forums such as message boards and social media groups.

12. Defendants have engaged with consumers in Ohio and throughout the United States for Defendants to repair, restore, modify, and customize high-end automobiles.

13. These automobiles are often makes and models that are no longer produced and require replacement parts that are difficult to obtain.

14. Defendant Wolf marketed itself as a business that had the expertise to work on these high-end automobiles with the ability to obtain the necessary parts to do so.

15. For example, the website's Career page says, "Unleash your automotive passion at Wolf Lab Engineering. We're not just wrench turners, we're performance pioneers. Here, you'll solve problems, push boundaries, and build automotive dreams, from street beasts to track titans."

16. Prices on the Defendants' website range from $8.00 for a spark plug wire protector for several car models to $150,500.00 for a BR-3 turbo engine system for a Lamborghini.

17. Defendants accepted money – usually more than $5,000.00 and, in at least one instance, approximately $30,000.00 – from consumers to repair, restore, modify, or customize the consumers' automobiles.
18. In some instances, consumers would pay Defendant Bates directly via his personal Cash App or other mobile-based financial platforms.
19. In some instances, 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 automobile repair services to consumers and then failed to correct such services.
21. Defendants often retained the automobiles for extended periods of time – longer than expected for under the contracts. In some instances, Defendants retained the automobiles for years.
22. Defendant Bates communicated directly with consumers during the time that Defendants were in possession of consumers' automobiles.
23. Defendant Bates often provided excuses for why Defendants had held consumers' automobiles for years including suggesting that the Environmental Protection Agency had forbidden Defendants from returning the vehicles to consumers with the contracted modifications completed.
24. When consumers demanded the return of their automobiles, Defendants often failed to return the automobiles or returned the automobiles in undriveable conditions.
25. In some instances, the automobiles had been completely taken apart and left in an unassembled collection of parts when consumers arrived at Defendant Wolf's location to take back their vehicles.

26. Consumers who did not receive their contracted goods and services requested refunds from Defendants Wolf and Bates.

27. In some instances, Defendants Wolf and Bates offered to issue a refund of consumers' payments but failed to do so.

28. On information and belief, in 2025 or early 2026, Defendants vacated Defendant Wolf's location in Holland and moved their operation to Defendant Rogue, which is in North Royalton, Ohio.

29. On information and belief, Defendants moved some consumers' automobiles or automobile parts from Defendant Wolf's location in Holland to Defendant Rogue's location in Cuyahoga County.

30. After relocating to Defendant Rogue, Defendants continued their pattern of failing to make the modifications for which the consumers had paid Defendants or to take any other corrective action.

31. On information and belief, the automobiles or automobile parts of some of Defendants' consumers remain at Defendant Rogue's location.

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

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I – Failure to Deliver

33. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

34. Defendants committed unfair or deceptive acts or practices in violation of 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.

35. 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 – Misrepresentations regarding Refunds

36. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

37. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by mispresenting the status of consumers' refunds or representing to consumers that Defendants would provide refunds and then failing to do so.

38. 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 – Shoddy, Substandard, Incomplete, or Unworkmanlike Work

39. Plaintiff incorporates by reference the allegations in all other paragraphs as if completely rewritten herein.

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

41. 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, 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 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, pursuant to R.C. 1345.07(B), that Defendants pay damages to all consumers injured by the conduct of Defendants as set forth in this Complaint.

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

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
Ohio Attorney General

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