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IN THE COURT OF COMMON PLEAS
KNOX COUNTY, OHIO

STATE OF OHIO *ex rel.* ATTORNEY GENERAL D. ANDREW WILSON 30 E. Broad St., 14th Floor Columbus, Ohio 43215 Plaintiff, v. MARC RYDER 4640 Meekison Drive Upper Arlington, OH 43220 and GENDIRECT USA, LLC c/o Inc Authority RA, Statutory Agent 1201 Dublin Rd. Ste. 603 Columbus, OH 43215 Defendants.	Case No: 26OTC9-0355 Judge: Wetzel **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 Marc Ryder and GenDirect USA, LLC (collectively "Defendants"), hereinafter described, have occurred in Knox 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.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *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)(3) and (6), in that this is the county where Defendants conducted some of the activity giving rise to the claims for relief and this is the county in which all or part of the claims for relief arose.

DEFENDANTS

5. Defendant Marc Ryder is a natural person residing at 120 W. High Ave. Apt. 2G, New Philadelphia, OH 44063.

6. Defendant GenDirect, USA, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on February 3, 2025.

7. At various times relevant to this action, Defendant Ryder did business using the name GenDirect USA, LLC to engage in the business of soliciting, offering for sale, and selling generators and installation services.

8. Defendant Ryder, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant GenDirect USA, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

9. 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).

10. Defendants each engaged in "home solicitation sales" as a "seller" as those terms are defined in the HSSA, R.C. 1345.21, as they made personal solicitations of their sales at the residences of buyers within the meaning of R.C. 1345.21(A).

STATEMENT OF FACTS

11. On January 3, 2017, the Attorney General obtained a judgment against Marc Ryder and his former company RHI, Incorporated, for violations of the CSPA related to his sale and installation of generators. *State ex rel. Attorney General v. Ryder, et. al.*, Franklin County Case No. 16CV007083.
12. The Court awarded $13,000 in damages to three consumers and a $5,000 civil penalty.
13. Marc Ryder has made no payments towards this judgment.
14. On May 26, 2023, the Attorney General obtained a judgment against Marc Ryder and his former company United Power Company, LLC, for violations of the CSPA related to his sale and installation of generators. *State ex rel. Attorney General v. Ryder, et. al.*, Franklin County Case No. 22CV005719.
15. The Court awarded $14,350 in damages for three consumers and a $30,000 civil penalty.
16. Marc Ryder has made no payments towards this judgment.
17. In the time since these judgments, Defendant Ryder has continued to solicit and purport to provide home improvement and construction services, specifically the sale and installation of generators, including the preparation work, to consumers in Ohio, including Knox County.

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

19. Defendants did not have a retail business establishment having a fixed permanent location where goods, including generators, were exhibited or the services were offered for sale on a continuing basis.

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

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

22. Defendant Ryder had control over the bank accounts and financial transactions for Defendant GenDirect USA, LLC, including receiving deposits and making payments on behalf of Defendant GenDirect USA, LLC.

23. 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.

24. In some instances, after receiving payment, Defendants began preparation work under the contract but then failed to complete the work, provide the generators, or provide a timely refund.

25. In some instances, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to complete or correct such services.

26. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

27. Defendants' contracts did not include the required notice to consumers of their three day right to cancel the transaction.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

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

29. 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

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

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

32. 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- SOLICITING NEW CONSUMER TRANSACTIONS AFTER FAILING TO PAY JUDGMENTS ARISING FROM CONSUMER TRANSACTIONS AS TO DEFENDANT RYDER ONLY

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

34. Defendant Ryder committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by soliciting and engaging in new consumer transactions while having unsatisfied consumer protection judgments rendered against him.

35. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et. seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATIONS OF THE HSSA
COUNT I – FAILURE TO PROVIDE NOTICE OF RIGHT TO CANCEL

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), and the HSSA, R.C. 1345.23, by failing to give proper notice to consumers of their right to cancel their contracts within three days.

38. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq*. Defendants committed said violations after such decisions were made 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.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *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.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *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



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