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CINDY A. HOFNER

IN THE COURT OF COMMON PLEAS OF WOOD COUNTY, OHIO

STATE OF OHIO ex rel.
Ohio Attorney General Michael DeWine
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

Plaintiff,

v.

Dynasty Remodeling, LLC
1234 N. Main Street
Bowling Green, Ohio 43402

and

Ryan Wilcox
10085 Milton Road
Milton Center, Ohio 43541

Defendants.

CASE NO.

2017 CV0349

JUDGE

JUDGE REGER

**COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
CONSUMER RESTITUTION, AND
CIVIL PENALTY**

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JURISDICTION AND VENUE

1. Michael DeWine, Attorney General of Ohio, 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 R.C. 1345.07.
2. The actions of Defendants, hereinafter described, have occurred in Wood County and other counties in Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act

(“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the Home Construction Service Suppliers Act (“HCSSA”), R.C. 4722.01 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 and 4722.07.
4. Venue is proper pursuant to Ohio Civ. R. 3(B)(1) – (3) in that Defendants reside in, have their principal place of business in, and some of the transactions complained of herein and out of which this action arose occurred in Wood County.

THE DEFENDANTS

5. Dynasty Remodeling, LLC (hereinafter “Dynasty”), is a limited liability company registered with the Ohio Secretary of State under Entity Number 2191572. Defendant Dynasty is located at 1234 N. Main Street, Bowling Green, Ohio 43402.
6. Defendant Dynasty, as described below, is a “supplier” as that term is defined in R.C. 1345.01(C), as the Defendant Dynasty was, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling home improvement services to individuals in Ohio, including Wood County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
7. Defendant Dynasty, as described herein, is a “home construction service supplier” as that term is defined in R.C. 4722.01(D) as the company entered into “home construction service contracts” with “owners,” as those terms are defined R.C. 4722.01(C) and 4722.01(E).
8. Defendant Ryan Wilcox (hereinafter “Wilcox”) is a natural person whose last known personal residence is 10085 Milton Road, Milton Center, Ohio 43402. Defendant Wilcox is the owner and operator of Dynasty Remodeling, LLC.

9. Defendant Wilcox, as described below, is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant Wilcox was, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling home improvement services to individuals in Ohio, including Wood County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
10. Defendant Wilcox, as described herein, is a “home construction service supplier” as that term is defined in R.C. 4722.01(D) as he entered into “home construction service contracts” with “owners,” as those terms are defined R.C. 4722.01(C) and 4722.01(E).
11. Defendant Wilcox, by virtue of his position as owner and operator of Dynasty Remodeling, LLC, alone or in conjunction with others, caused, participated in, controlled, directed, ratified and/or ordered the violations of law alleged in this Complaint.

STATEMENT OF FACTS

12. At all times relevant to this action, Defendants have been engaged in the business of selling consumer goods or services, specifically interior and exterior home improvement services, in the State of Ohio, including in Wood County.
13. At all times relevant to this action, Defendant Wilcox has been the owner of Defendant Dynasty and controls the daily operations of the company.
14. At all times relevant, Defendants have maintained the website www.dynastyremodeling.com.
15. Defendant Wilcox often had direct contact and communication with consumers regarding the contracts and services provided by Defendant Dynasty to consumers. Defendant Wilcox visited consumers’ homes to discuss work being done and personally handled consumers’ complaints against his company.

16. Defendant Wilcox is the sole decision-maker for the company regarding canceling consumers' contracts and whether or not to give refunds to consumers.
17. Defendants require that consumers make a down payment of 50% of the total contract price in advance of any work being done.
18. Defendants require that consumers make a "start of work" payment totaling 30% of the total contract price on the first day that work begins.
19. Defendants collect the remaining 20% of the contract price upon completion.
20. Consumers' contract prices range from approximately \$1,200 to over \$42,000. At least two consumers have contracts with Defendants that exceed \$25,000 for home additions.
21. Defendants do not include on consumers' contracts the anticipated end date or time period for when the project will be completed.
22. Although Defendants' website states that "Dynasty Remodeling LLC is a Fully Licensed, Bonded & Insured General Contractor, Home Improvement & Home Remodeler," Defendants do not give a copy of their certificate of insurance showing general liability coverage.
23. Defendants routinely hired subcontractors to perform work on consumers' homes.
24. Defendants, or the subcontractors that they hired, performed services in a shoddy or unworkmanlike manner.
25. Some consumers paid Defendants for materials and services but were left with only partially completed projects.
26. Some of the incomplete projects that consumers were left with included the following: large ditches and/or holes in their yards; backyards that have been torn up and are not usable; bathrooms that were torn apart and remain unfinished; basements that are not complete;

decks that are incomplete and not usable; decks that are peeling due to improper wood preparation; gutters paid for but not installed; and doors and roofs that have been installed incorrectly.

27. While working on consumers' homes, Defendants have caused damage to existing property.
28. Defendants have made promises to consumers to complete projects but have fail to do so.
29. Defendants have accepted substantial payments from consumers and failed to deliver the goods or services in accordance with consumers' contracts.
30. Defendants have been unresponsive to consumer complaints.
31. Defendants have refused to give refunds to consumers.
32. Upon information and belief, Defendants sometimes did not pay the subcontractors for the work they performed. Consequently, in addition to having paid Defendants for services not completed, some consumers have now had liens placed on their properties by the subcontractors who performed the partial work on their homes. Other consumers felt pressured to pay the subcontractors, in addition to the payments already made to Defendants, in order to keep the work continuing on their homes.
33. Some consumers have obtained judgments against Defendants in Small Claims Court as a result of their transactions with Defendants arising out of previous consumer transactions. Defendants have continued to operate and accept new business despite not having satisfied these judgments.

PLAINTIFF'S CAUSES OF ACTION

COUNT I

CONSUMER SALES PRACTICES ACT

FAILURE TO DELIVER GOODS AND SERVICES OR ISSUE REFUNDS

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
35. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers for home improvement services and materials and permitting eight weeks to elapse without delivering the promised goods or services or issuing a full refund.

COUNT II
CONSUMER SALES PRACTICES ACT
SHODDY OR UNWORKMANLIKE SERVICES

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
37. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by performing home improvement services in an incomplete, shoddy, or unworkmanlike manner.
38. Such acts or practices 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
CONSUMER SALES PRACTICES ACT
UNSATISFIED JUDGMENTS

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
40. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments and legal obligations owed to consumers arising out of previous consumer transactions.

41. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV
HOME CONSTRUCTION SERVICE SUPPLIERS ACT
SERVICE CONTRACT

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
43. Defendants violated the HCSSA, R.C. 4722.02(A)(5), by not including on consumers' contracts the anticipated date or time period the home construction service is to begin and the anticipated date or time period it is to be completed.
44. Defendants violated the HCSSA, R.C. 4722.02(A)(8), by not including with consumers' contracts a copy of the supplier's certificate of insurance showing general liability coverage in an amount of not less than two hundred fifty thousand dollars.

COUNT IV
HOME CONSTRUCTION SERVICE SUPPLIERS ACT
PROHIBITED ACTS

45. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
46. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(d), by failing to perform the home construction services in a workmanlike manner.
47. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(f), by failing to provide a full refund within a reasonable time period for any goods or services that the home construction service supplier has failed to deliver in accordance with the terms and conditions of the contract required by R.C. 4722.02 and for which the supplier has received payment.

COUNT IV
HOME CONSTRUCTION SERVICE SUPPLIERS ACT
DOWN PAYMENTS

48. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through thirty-three (1 – 33) of this Complaint.
49. Defendants violated the HCSSA, R.C. 4722.04, by taking as a down payment more than ten percent of the contract price before the supplier's performance that is required by the contract begins.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE a declaratory judgment declaring that each act or practice complained of herein violates the CSPA and the HCSSA in the manner set forth in the Complaint.
2. ISSUE a permanent injunction enjoining Dynasty Remodeling, LLC and Ryan Wilcox, their agents, servants, representatives, salespeople, employees, independent contractors, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HCSSA, R.C. 4722.01 et seq.
3. GRANT a monetary judgment against Defendants, jointly and severally, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices.
4. ASSESS, FINE, and IMPOSE upon the Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA and the HCSSA described herein pursuant to R.C. 1345.07(D) and R.C. 4722.07(D).

5. GRANT the Ohio Attorney General his costs in bringing this action.
6. ORDER Defendants to pay all court costs.
7. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio



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