

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)
ATTORNEY GENERAL)
DAVE YOST)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

Case No:

Judge:

Plaintiff,

v.

DARYL RENARD ALLEN)
INDIVIDUALLY AND DBA)
GOOD NEWS BUILDERS)
2160 Leah Ln)
Reynoldsburg, OH 43068)

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

and)

BERNARD CRIST INDIVIDUALLY AND)
DBA GOOD NEWS BUILDERS)
183 Hanstein Place #A)
Groveport, OH 43125)

and)

SHANE MICHAEL BATES)
INDIVIDUALLY AND DBA)
GOOD NEWS BUILDERS)
3518 Eisenhower Rd.)
Columbus, OH 43224)

and)

COLUMBUS DECK COMPANY LLC)
3158 Eisenhower Rd.)
Columbus, OH 43224)

Defendants.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, 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 the Consumer Sales Practices Act, (“CSPA”) R.C. 1345.01 *et seq.*
2. The actions of Daryl Renard Allen, Bernard Crist, Shane Michael Bates, all individually and doing business as Good News Builders, and their company, Columbus Deck Company LLC (“Defendants”), hereinafter described, have occurred in Franklin and other counties in the State of Ohio and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 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), in that Franklin County is one of the counties in which Defendants conducted activity that gave rise to the claims for relief.

DEFENDANT

5. Defendant Daryl Renard Allen (also known as Daryl Allan) is an individual residing at 2160 Leah Ln, Reynoldsburg, OH 43068.

6. Defendant Bernard Crist is an individual residing at 183 Hanstein Place #A, Groveport, OH 43125.
7. Defendant Shane Michael Bates is an individual residing at 3158 Eisenhower Rd., Columbus, OH 43224.
8. Defendant Columbus Deck Company, LLC is a limited liability company registered with the Ohio Secretary of State with a principal place of business at 3158 Eisenhower Rd., Columbus, OH 43224.
9. Defendant Columbus Deck Company, LLC's principal place of business was Defendant Bates's personal residence at the time of registration, 3158 Eisenhower Rd., Columbus, OH 43224. Defendant Bates is the registered agent for Defendant Columbus Deck Company, LLC.
10. Defendants Allen and Bates, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Columbus Deck Company, 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 Allen, Bates and Crist engaged in some of the consumer transactions relevant to this action doing business as "Good News Builders," an active trade name registered with the Ohio Secretary of State and with a principal place of business at 385 Beechtree Rd., Whitehall, OH 43213. Good News Builders was registered with the Ohio Secretary of State by Defendant Crist.
12. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for home improvement good and services, specifically deck construction, to

“consumers” 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).

13. Defendants engaged in “home solicitation sales” as “sellers” as those terms are defined in R.C. 1345.21, as they made personal solicitations and sales of their goods and services at the residences of “buyers,” within the meaning of R.C. 1345.21(A), (C), and (D).

STATEMENT OF FACTS

14. On December 4, 2019, the Attorney General filed a lawsuit against Defendant Allen alleging that he had violated the CSPA in connection with his provision of home improvement work. *State ex rel. Attorney General v. Daryl Allen, et. al.*, Franklin County Case No. 19 CV 009679.
15. In that previous lawsuit, the court granted a default judgment against Defendant Allen, and on January 4, 2021, the court entered a Final Judgment Entry and Order against him. Defendant Allen was ordered to pay \$47,920.90 in consumer damages and a \$50,000 civil penalty to the Ohio Attorney General’s Office. Defendant Allen was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed to the State of Ohio.
16. To date, Defendant Allen has not paid any of the consumer damages or civil penalties awarded by the Final Judgment Entry in Case No. 19 CV 009679.
17. In the time since the 2021 Final Judgment Entry, Defendant Allen, in cooperation with Defendants Crist, Bates and Columbus Deck Company, solicited and sold home improvement goods and services, specifically deck construction, at the residences of consumers.
18. Upon information and belief, because Defendant Allen was enjoined from engaging in consumer transactions in Ohio as a supplier while the Final Judgment Entry was unpaid,

Defendant Allen enlisted Defendants Crist and Bates to register new limited liability companies and business names with the Ohio Secretary of State.

19. Defendants each directly interacted with consumers in the solicitation and sale of home improvement goods and services, specifically deck construction.
20. Defendants entered into contracts with consumers to provide them home improvement goods and services, specifically deck construction.
21. Defendants accepted deposits and payments from consumers prior to beginning the contracted home improvement goods and services, specifically deck construction.
22. Defendants did not have a retail business establishment with a fixed permanent location where goods are exhibited or the services are offered for sale on a continuing basis.
23. Defendants solicited and sold home improvement goods and services, specifically deck construction, to consumers and failed to deliver some of those goods and services within eight weeks.
24. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, specifically deck construction, and failed to deliver those goods and services and have refused to refund consumers' deposits or payments.
25. In some cases, after receiving payment, Defendants began to provide contracted services, but then failed to complete the work.
26. In some cases, after receiving payment, Defendants failed to perform any work.
27. When Defendants did perform contracted services, specifically deck construction, they did so in a manner that was substandard, shoddy and incomplete.

28. Defendants' performance of contracted services, specifically deck construction, in a substandard, shoddy, or incomplete manner has resulted in harm to consumers and required the consumers to pay additional money to have Defendants' work corrected and/or to complete the work Defendants were supposed to do.
29. During their solicitation and sale of home improvement goods and services, Defendants did not notify consumers of their cancellation rights nor did they provide consumers with a notice of cancellation form.
30. Upon information and belief, Defendant Allen is now operating under the business name Capital Deck Company.
31. Upon information and belief, Defendant Allen uses pseudonyms, such as Renard Allen and Charles Brown, to conceal from consumers that he is enjoined from acting as a supplier in the State of Ohio.
32. Defendant Allen has demonstrated a pattern of repeatedly opening new businesses using the names and address of collaborators to avoid resolving consumer complaints and to continue violating Ohio's consumer protection laws.

PLAINTIFF'S FIRST CAUSE OF ACTION:

VIOLATIONS OF THE CSPA

COUNT I - FAILURE TO DELIVER

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-32 of this Complaint.
34. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 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 – UNFAIR AND DECEPTIVE ACTS AND PRACTICES

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-34 of this Complaint.

36. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement goods and services, specifically deck construction, in an incomplete, substandard, shoddy, and/or unworkmanlike manner.

37. The acts and 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 ALLEN ONLY

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-37 of this Complaint.

39. Defendant Daryl Renard Allen 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.

40. 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:
VIOLATION OF THE HSSA

FAILURE TO PROVIDE PROPER NOTICE OF THREE-DAY RIGHT OF
RESCISSION

41. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs 1-40 of this Complaint.

42. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendants procured the sale of consumer goods or services at the residences of consumers.

43. Defendants violated the CSPA, R.C. 1345.02(A), and the HSSA, R.C. 1345.23(B), by failing to include appropriate cancellation language in the contracts entered into with consumers, or giving consumers a separate, appropriately worded “notice of cancellation” required by R.C. 1345.23(B)(2) or otherwise informing consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).

44. 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

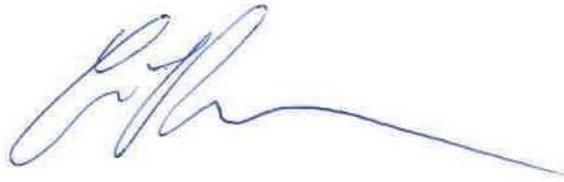
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. **ISSUE A DECLARATORY JUDGMENT** that each act or practice complained of herein violates the CSPA, its Substantive Rules, and the HSSA, in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION** 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.*, its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.*
- C. **ORDER** Defendants, pursuant to R.C. 1345.07(B), to pay consumer restitution to all consumers injured by the Defendants' conduct.
- D. **ASSESS, FINE and IMPOSE** upon Defendants a civil penalty of up to \$25,000 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 pursuant to this litigation, as well as any prior judgments rendered against them in the State of Ohio arising from consumer transactions.
- F. **GRANT** the 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.

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

Respectfully submitted,

DAVE YOST
Attorney General

A handwritten signature in blue ink, appearing to read 'C. Ramdeen', with a long horizontal flourish extending to the right.

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