

FILED
IN THE COURT OF COMMON PLEAS COMMON PLEAS COURT
MUSKINGUM COUNTY, OHIO MUSKINGUM CO. OHIO

2025 SEP 12 PM 2:15

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

Plaintiff,

v.

RYAN CONSTRUCTION AND
ROOFING, LLC
6797 N. High Street #212
Worthington, OH 43085

and

DANIEL L. SECHRIEST
218 Winfall Drive
Columbus, OH 43230-6204

Defendants.

Case No:

Judge:

JUDGE COTTRILL

COMPLAINT 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, 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 R.C. 1345.01 *et seq.*
2. The actions of Ryan Construction and Roofing, LLC and Daniel L. Sechriest, individually and doing business as Ryan Construction and Roofing, LLC ("Defendants"), hereinafter described, have occurred in Muskingum County and other counties in the State of Ohio and,

as set forth below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *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)(3) and (6) in that Muskingum County is the county where Defendants conducted some of the activity that gave rise to the claims for relief.

DEFENDANTS

5. Defendant Daniel L. Sechriest, III (“Sechriest”) is a natural person residing at 218 Winfall Drive, Columbus, Ohio 43230.
6. Defendant Ryan Construction and Roofing, LLC was registered on June 14, 2012, with the Ohio Secretary of State as an Ohio Limited Liability Company. Defendant Daniel L. Sechriest is the principal officer, owner, and registered statutory agent.
7. Defendants are “suppliers” as they engaged in the business of effecting or soliciting “consumer transactions” by soliciting “consumers” for home improvement goods and services, including roofing services, for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A), (C) and (D).
8. Defendant Daniel Sechriest, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant Ryan Construction and Roofing, LLC causing, personally participating in, or ratifying the acts and practices of Defendant Ryan Construction and Roofing, LLC, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

9. Defendants' business operated out of a fixed location at 6797 N. High Street #212, Worthington, Ohio, 43085; however, this location only served as an administrative office.
10. Defendants solicited and contracted to provide home improvement goods and services to consumers, including roof replacement, roof repair, siding and other home improvement services.
11. Defendant Sechriest solicited consumers directly to enter into contracts to purchase Defendants' home improvement goods and services.
12. Defendants entered into contracts with consumers to provide home improvement and repair services.
13. Defendants' contracts stated "the final price agreed on between the insurance company and [the Defendants] shall become the final contract price of full scope of insurance proceeds and is subject to the most current Xactimate¹ pricelist for when the work is performed including General Contractor's overhead and [p]rofit."— There was no price or estimate in the contracts.
14. Defendants would entice consumers to sign the contract without a contract price knowing that that Defendants may later put a lien on the consumer's home if the insurance company did not agree to Defendants' undisclosed price.
15. Defendant Sechriest would communicate directly with the consumers' insurance companies for the purpose of negotiating a price for his home improvement goods and services.

¹ Xactimate is a computer application Defendants used to generate estimates.

16. Defendant Sechriest would receive full payment for the goods and services from a consumer's insurance company for the final price set by the consumers' insurance company..
17. In some instances, Defendant would require that the consumers sign additional blank forms at the time of signing the contract to contest the amount of loss attributed by their insurance company, indicating that the consumer "strongly disagree[s] with the amount of loss you have calculated on the above referenced loss. As a result of our inability to reach an agreeable settlement on the "amount of loss", we hereby invoke the appraisal clause, in writing, per our policy."
18. In some instances, during the process of providing the home improvement goods and services, Defendants would add supplemental work to the contract for which the insurance company and the consumer did not separately agree to pay prior to the work being completed.
19. In some instances, Defendants would then put a lien on the consumer's home for charges above and beyond the insurance payments for work done under the contract.
20. Consumers that contacted Defendant Ryan Construction with questions regarding the home improvement goods and services they contracted for spoke or dealt directly with Defendant Sechriest.
21. In some instances, Defendants made false or misleading statements in affidavits to place liens on a consumer's property for amounts that were beyond the consumers' contractual obligations and used the lien process for leverage against insurance companies.
22. In some instances, Defendants provided home improvement services in an incomplete, shoddy, substandard and unworkmanlike manner and then failed to correct such work.

23. In July of 2007, the Ohio Attorney General's Office filed a complaint, case number 07CVH-07-9803, against Defendant Sechriest and his prior business Mastergard Inc. in Franklin County Court of Common Pleas ("Mastergard Litigation").
24. Defendant Sechriest directed and controlled the business activities and the sales conduct of Mastergard Inc., soliciting individual consumers to enter into consumer transactions for home improvement goods or services.
25. In the Mastergard Litigation, Defendant Sechriest was found to have committed numerous violations of the CSPA, including some of the same violations alleged herein.
26. On August 5, 2010, Judge Patrick Sheeran signed an Agreed Entry and Final Consent Judgment, which was submitted and agreed to by Defendant Sechriest and the Ohio Attorney General in the Mastergard Litigation ("August 5, 2010 Consent Judgment"). The August 5, 2010 Consent Judgment provided in part that:
 - a) Defendant Sechriest was permanently enjoined from making false or misleading statements which consumers may rely upon to their detriment in violation of R.C. 1345.02 and R.C. 1345.03.
 - b) Defendant Sechriest was permanently enjoined from performing shoddy and unworkmanlike services, in violation of R.C. 1345.02(A) and (B).
 - c) The Court imposed a civil penalty of \$300,000.00 that was suspended as long as Sechriest is in full compliance with the Consent Judgment.
 - d) The court imposed \$50,000.00 to reimburse Plaintiff's attorney fees and other costs associated with this matter. That amount was suspended.
 - e) The Court provided that the Ohio Attorney General may enforce those suspended

payments if Defendant Sechriest failed to comply with the provisions of the Consent Judgment.

27. Defendant Sechriest's actions, as alleged in this Complaint, are in violation of the August 5, 2010 Consent Judgment.
28. Previously, Defendant Sechriest was the President and Treasurer of the home improvement company U.S. Restoration and Remodeling, Inc.
29. On September 18, 2013, the Ohio Attorney General entered into an Assurance of Voluntary Compliance with Defendant Sechriest as the President and Treasurer of U.S. Restoration and Remodeling Inc., a home improvement and remodeling company. The Assurance of Voluntary Compliance provided in part that U.S. Restoration and Remodeling Inc. doing business under its own name and any other business names and Defendant Sechriest, as an agent and employee of U.S. Restoration and Remodeling Inc., shall refrain from performing shoddy unworkmanlike services in connection with a consumer transaction and failing to correct such work in violation of the CSPA, R.C. 1345.02(A).
30. Plaintiff's filing of this lawsuit is its third time taking enforcement action against Defendant Sechriest and his companies for the same and similar home improvement violations.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT I - SHODDY AND SUBSTANDARD WORK

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
32. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy,

substandard and unworkmanlike manner and then failing to correct such work.

33. 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- FALSE AND/OR MISLEADING STATEMENTS

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
35. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by making false and/or misleading statements regarding the cost to consumers of home improvement and construction goods and services which consumers relied upon to their detriment.
36. 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 - ABUSE OF LIEN PROCESS

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
38. Defendants committed unfair or deceptive and unconscionable acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A), by making false and/or misleading statements in conjunction with the placing of mechanics liens on consumer property and abusing the mechanics lien process in violation of R.C. 1311.01.

39. 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 IV - VIOLATION OF A PREVIOUS COURT ORDER

(Against Defendant Sechriest Only)

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
41. Defendant Sechriest committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to comply with the August 5, 2010 Consent Judgment by making false or misleading statements which consumers may rely upon to their detriment in violation of R.C. 1345.02 and R.C. 1345.03, and by performing shoddy and unworkmanlike service in violation of R.C. 1345.02(A).
42. 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 VI- UNCONSCIONABLE ACTS AND PRACTICES

43. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
44. Defendants committed unconscionable acts and practices in violation of the CSPA, R.C. 1345.03(A), by entering into contracts with consumers to provide home improvement goods and services for the price agreed upon by Defendants and the consumers' insurance providers

and then charging consumers with amounts beyond those agreed upon by the insurance providers.

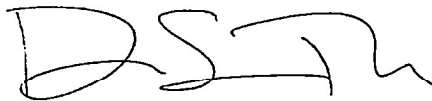
PRAYER FOR RELIEF

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.*, in the manner set forth in the Complaint.
- 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.*, and its Substantive Rules.
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any home improvement goods and services consumer transaction in the State of Ohio.
- D. 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.
- E. ORDER Defendants, pursuant to R.C. 1345.07(B), to cease all collection efforts against consumers who were injured by Defendants' conduct and to remove all liens Defendants placed on consumers' homes.
- F. 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).

- G. ORDER Defendant Sechriest to pay all amounts suspended in the August 5, 2010 Consent Judgment.
- H. GRANT Plaintiff its costs incurred in bringing this action, as allowed by law and the August 5, 2010 Consent Judgment, including but not limited to, the cost of collecting on any judgment awarded.
- I. ORDER Defendants to pay all court costs associated with this matter.
- J. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,
DAVE YOST OHIO
ATTORNEY GENERAL



DREW SMITH (0070188)
Consumer Protection Section
Cleveland Regional Office
615 W. Superior Ave., 11th fl.
Cleveland, OH 44113-1899
(216) 787-3030
Drew.Smith@OhioAGO.gov

Counsel for Plaintiff State of Ohio