

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
ANTHONY RYAN)	
Madison Correctional Institution)	
1851 OH-56)	
London, OH 43140)	
)	
and)	
)	
)	
ACME RESTORATION LLC)	
c/o Statutory Agent Anthony Ryan)	
Madison Correctional Institution)	COMPLAINT AND REQUEST FOR
1851 OH-56)	DECLARATORY JUDGMENT,
London, OH 43140)	INJUNCTIVE RELIEF, CONSUMER
)	RESTITUTION, CIVIL PENALTIES,
Defendants.)	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 Consumer Sales Practices Act, (“CSPA”), R.C. 1345.01 *et seq.*

2. The actions of Anthony Ryan and Acme Restoration LLC (“Defendants”), 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.*, 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 Franklin County is the county where Defendants conducted 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 Anthony Ryan is a natural person who previously resided at 10938 Lancaster Road, Hebron, Ohio 43025. Defendant Ryan is currently incarcerated at the Madison Correctional Institution in London, Ohio for a criminal conviction for engaging in a pattern of corrupt activity related to his construction work.
6. Defendant Acme Restoration LLC (“Acme Restoration”) is a domestic limited liability company registered with the Ohio Secretary of State on February 29, 2024, with its business address listed as 10938 Lancaster Rd., Hebron, OH 43025, which was Defendant Anthony Ryan’s home address prior to his incarceration.
7. Defendant Ryan is listed on the Ohio Secretary of State’s website as the registered agent of service for Defendant Acme Restoration.
8. Defendant Ryan, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Acme Restoration, 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 and

construction 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 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

1. On November 8, 2023, the Attorney General filed a lawsuit against Defendant Ryan and his former company, Ryan Roofing, alleging violations of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, in connection with his provision of improvement and construction work. *State ex rel. Attorney General v. Anthony Ryan, et. al.*, Franklin County Case No. 23 CV 008028.
2. In that litigation, the court granted a default judgment on behalf of the Attorney General against Defendant Ryan and Ryan Roofing, and on April 18, 2024, the court entered a Final Judgment Entry and Order against them. Defendant Ryan and Ryan Roofing were ordered to pay \$60,011.96 in consumer damages and a \$50,000.00 civil penalty to the Ohio Attorney General’s Office. Defendant Ryan was also enjoined from engaging in consumer transactions in Ohio as a supplier until he had paid all penalties and damages owed.
3. To date, Defendant Ryan nor Ryan Roofing, have paid any of the consumer damages or civil penalties ordered in the Final Judgment Entry in Case No. 23 CV 008028.
4. In the time since the 2024 Final Judgment Entry, Defendant Ryan formed Acme Restoration LLC, and solicited and sold home improvement and construction goods and services at the residences of consumers under his name and that of Defendant Acme Restoration LLC.
5. Defendants engaged in the business of soliciting, selling, and providing home improvement

and construction goods and services, including interior remodeling services, to consumers for work on their residences.

6. Defendants did not have a retail business establishment having a fixed permanent location where the goods were exhibited or the services were offered for sale on a continuing basis.
7. In some cases, Defendant Ryan personally solicited consumers at their homes to contract Defendants for interior remodeling services.
8. In some cases, Defendants accepted a monetary deposit from a consumer for the purchase of home improvement goods and services and failed to even begin to deliver those goods and services and have refused to refund consumers' deposits or payments.
9. In some cases, Defendant Ryan personally collected monetary deposits from consumers.
10. In some cases, Defendant Ryan exercised his control over Defendant Acme Restoration Construction by deciding when to send employees or subcontractors to consumers' homes to begin or continue the promised interior remodeling services.
11. In some cases, Defendant Ryan personally communicated with consumers and exercised his control over Defendant Acme Restoration by communicating directly with consumers regarding the fact that consumers had paid money and no work had been started.
12. During their solicitation and sale of home improvement and construction goods and services, Defendants did not properly notify consumers of their cancellation rights under Ohio law, nor did they provide consumers with a compliant notice of cancellation form.

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

COUNT I- FAILURE TO DELIVER

13. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth

in the preceding paragraphs of this Complaint.

14. 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 or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or 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- SOLICITING NEW CONSUMER TRANSACTIONS AFTER FAILING TO
PAY JUDGMENTS ARISING FROM CONSUMER TRANSACTIONS
AS TO DEFENDANT RYAN ONLY**

15. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
16. Defendant Anthony Ryan 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.
17. 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**

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

19. Defendants engaged in home solicitation sales pursuant to the HSSA, R.C. 1345.21 *et seq.*, in that Defendants engaged in the personal solicitation of the sale of consumer goods or services at the residences of consumers.
20. 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 failing to give consumers a separate, appropriately worded “notice of cancellation” required by R.C. 1345.23(B)(2) or otherwise inform consumers of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).
21. 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, 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.*, 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.*, 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 suppliers in any consumer transactions in this state until such time as Defendants have satisfied all of their respective 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.

DAVE YOST
Attorney General

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