



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
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By: TRACY M. DICKENS 0082898

Confirmation Nbr. 3849871

STATE OF OHIO EX REL ATTORNEY GENERAL
YOST

CV 26 138606

vs.

CHASE D. WHEELER

Judge: ASHLEY KILBANE

Pages Filed: 5

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

STATE OF OHIO ex rel.	:	
ATTORNEY GENERAL	:	
DAVE YOST	:	Case No.
30 E. Broad Street, 14th Floor	:	
Columbus, Ohio 43215	:	Judge
	:	
Plaintiff,	:	
	:	
v.	:	<u>Complaint and Request for</u>
	:	<u>Declaratory Judgment, Injunctive Relief,</u>
	:	<u>Civil Penalties, Consumer Damages, and</u>
CHASE D. WHEELER, individually and	:	<u>Other Appropriate Relief</u>
dba Chase’s Train Garage	:	
10934 Tanager Trail	:	
Brecksville, Ohio 44141	:	
	:	
Defendant.	:	
	:	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions described below of Defendant Chase D. Wheeler (“Defendant”), individually and doing business as Chase’s Train Garage, have occurred in the State of Ohio, including in Cuyahoga County, 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.
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)(1) and 3(C)(3), in that Cuyahoga County is where Defendant resides and where Defendant conducted some of the activity that gave rise to Plaintiff's claims for relief.

DEFENDANT

5. Defendant is a natural person who resides at 10934 Tanager Trail, Brecksville, Ohio.
6. Defendant did business using the name Chase's Train Garage.
7. Defendant registered the trade name Chase's Train Garage with the Ohio Secretary of State in November 2023.
8. Defendant was, at all times relevant to this action, engaged in the business of soliciting, offering for sale, or selling model trains and related goods to consumers.
9. Defendant is a "supplier" as Defendant was, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling goods to "consumers" for purposes that were primarily personal, family, or household as those terms are defined in R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

10. Defendant solicited consumers to purchase model trains and related goods, including by using his website www.chastraingarage.com and his Chase's Train Garage Facebook page.
11. Defendant offered for sale limited edition model trains and related items that were manufactured by Broadway Limited Imports ("Model Trains").
12. Defendant required consumers to pay in full when they pre-ordered their Model Trains.
13. Consumers placed orders via Defendant's website and paid Defendant hundreds of dollars upfront to purchase the Model Trains.

14. Defendant accepted large, upfront payments from consumers who placed pre-orders for Model Trains, and he told consumers that the items would be delivered in several months.
15. The delivery dates passed, yet Defendant failed to deliver the Model Trains that consumers had pre-ordered and paid for.
16. When consumers inquired about the status of the Model Trains they had ordered but had not yet received, Defendant gave consumers excuses for the delay.
17. In fact, Defendant failed to pay Broadway Limited Imports for the Model Trains, thus Broadway Limited Imports sold the Model Trains Defendant had ordered to other retailers.
18. Consumers never received the Model Trains they ordered from Defendant.
19. Consumers who did not receive their Model Trains requested refunds from Defendant.
20. In some instances, Defendant promised to provide refunds to consumers for Model Trains the consumers did not receive.
21. Defendant failed to provide refunds to consumers despite consumers' requests for refunds.
22. Defendant eventually stopped responding to consumers' who tried to contact him.
23. Consumers suffered monetary damages as a result of Defendant's failure to deliver the Model Trains or provide refunds.

CAUSE OF ACTION

Violation of the CSPA – Failure to Deliver

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
25. Defendant engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting

money from consumers for goods and then failing to timely deliver the promised goods without 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 of equal or greater value as a good faith substitute.

PRAYER FOR RELIEF

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

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendant, doing business under his own name, the name Chase's Train Garage, or any other names, his agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by Defendant's conduct.
- D. ASSESS, FINE, AND IMPOSE upon Defendant a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all

monetary obligations ordered by this Court in this case and ordered by this or any other court in Ohio in any other cases in connection with a consumer transaction.

- F. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendant to pay all court costs.
- H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
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