

IN THE COURT OF COMMON PLEAS
DEFIANCE COUNTY, OHIO

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

Plaintiff,

v.

ECOMMERCE BUSINESS
BUILDERS, LLC
c/o Cole M. Dockery, Statutory Agent
7778 Hicksville Edgerton Rd.
Hicksville, OH 43526

And

COLE M. DOCKERY
7778 Hicksville Edgerton Rd.
Hicksville, OH 43526

Defendants.

Case No:

25 CV 47252

Judge:

DAN O. CRITES
CLERK

COMPLAINT AND REQUEST 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 the Business Opportunity Purchasers Protection Act, ("BOPPA") R.C. 1334.01 *et seq.*
2. The actions of Ecommerce Business Builders, LLC ("EBB"), and Cole M. Dockery ("Dockery") (collectively "Defendants"), hereinafter described, have occurred in Defiance

County and other counties in the State of Ohio and, as set forth below, are in violation of the BOPPA, R.C. 1334.01 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1334.10(A) of the BOPPA.
4. This Court has venue to hear this case pursuant to Ohio Civ.R. 3(C)(1) and (3) in that Defiance County is the county where Defendants are located and conducted some of the activity that gave rise to this claim for relief.

DEFENDANTS

5. Defendant EBB is a limited liability company registered with the Ohio Secretary of State on October 29, 2020. Defendant Dockery is named as the Statutory Agent.
6. Defendant Dockery is a natural citizen residing at 7778 Hicksville Edgerton Road, Hicksville, OH 43526 and is the sole owner and operator of Defendant EBB.
7. Defendant EBB is a “seller” engaging in selling or leasing “business opportunity plans” as those terms are defined in the BOPPA, R.C. 1334.01(A), and (D).
8. Defendant Dockery is a “broker” engaging in selling or leasing “business opportunity plans” for a commission, fee or anything of value as those termed are defined in the BOPPA, R.C. 1334.01(C).
9. Defendant Dockery, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant EBB causing, personally participating in, or ratifying the acts and practices of Defendant EBB, including the conduct giving rise to the violations described herein.

STATEMENT OF FACTS

10. Defendants solicit and sell business opportunity plans to purchasers over the internet.
11. These business opportunity plans help purchasers establish online stores where purchasers sell a variety of products to consumers over the internet.
12. Defendants' business opportunity plans purportedly provide purchasers with guidance in establishing online stores and helping them source products.
13. Defendants purportedly provide product research that informs purchasers what products they can source and sell for the highest profit.
14. Defendants represent that this product research is based on sales rankings, values and popularity that they have determined through their subject expertise. An example of this representation is below:

What Do We Do?

We manage your Ebay e-commerce from A to Z –product sourcing to delivery. We have our own warehouse and strong links with suppliers.

Winning Products

Our experienced market research team finds the products that have proven best selling records to scale your store.

Custom Content

Your experience Matters, when you work with us you will have access to your very own custom client portal for instant access to support, updates, and live updated results.

Listing & Inventory Management

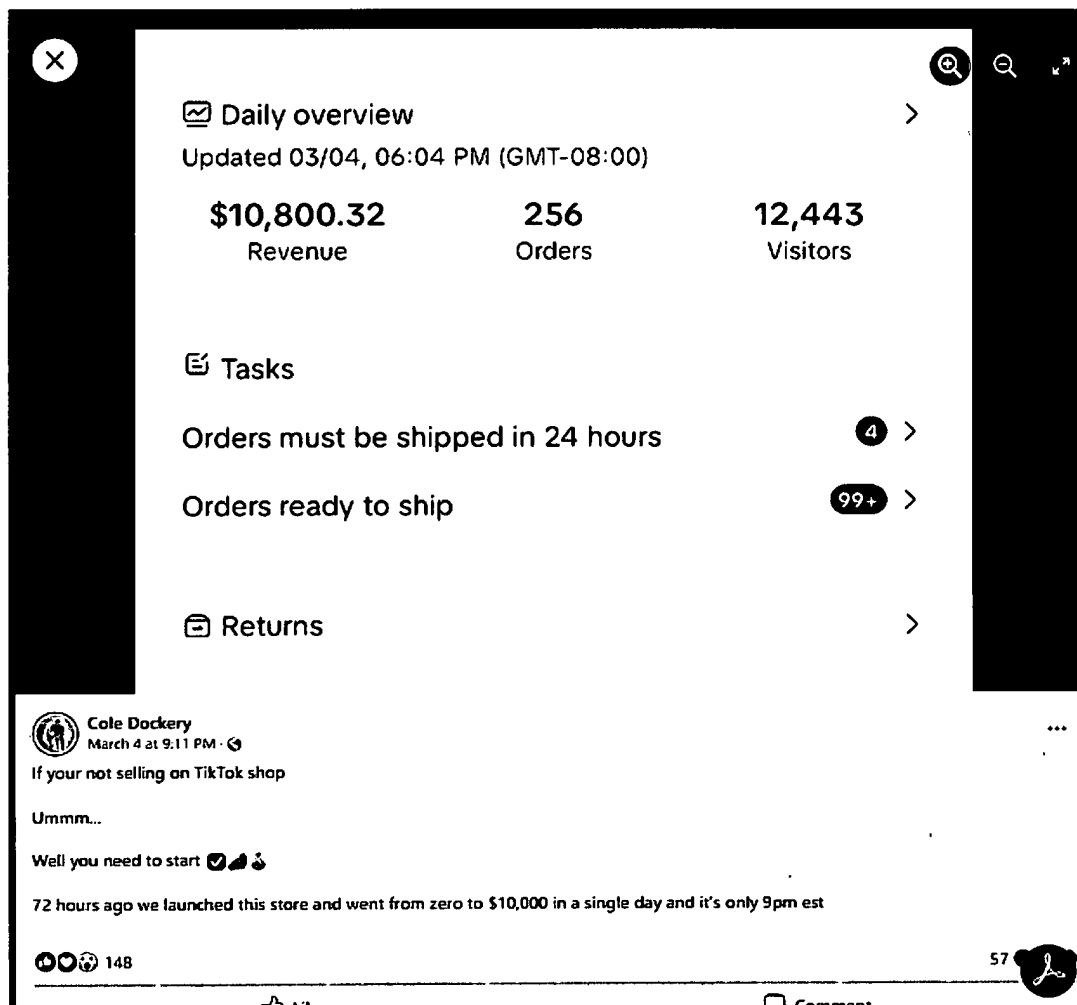
A-Z we cover everything from listing, optimizing, and scaling your ebay listings.

Order Fulfillment & Customer Service

We every order you receive we handle with care. Directly from our supplier to your customers. A-Z order fulfillment, customer service, and return management.

15. Defendants represent that they will house the products for the purchasers that are being sold in their online stores.
16. Defendants represent that they ship the products for the purchasers that are being sold in their online stores.
17. Defendants represent that they will provide feedback for the online stores based on sales reporting data and online reviews.
18. Defendants pay influencers to make promotional content for the products that purchasers are selling in their online stores.

19. Defendants represented to purchasers that they would receive large amounts of sales and profit if they followed Defendants' guidance in creating and operating an online store
20. These representations of potential sales and profit included both oral and visual representations, including Tik Tok and YouTube videos. An example of these representations is shown in the series of screenshots below:



STEP 1: WATCH THIS VIDEO



**This client has
brought in over
\$100,000
in a month.**

STEP 1: WATCH THIS VIDEO



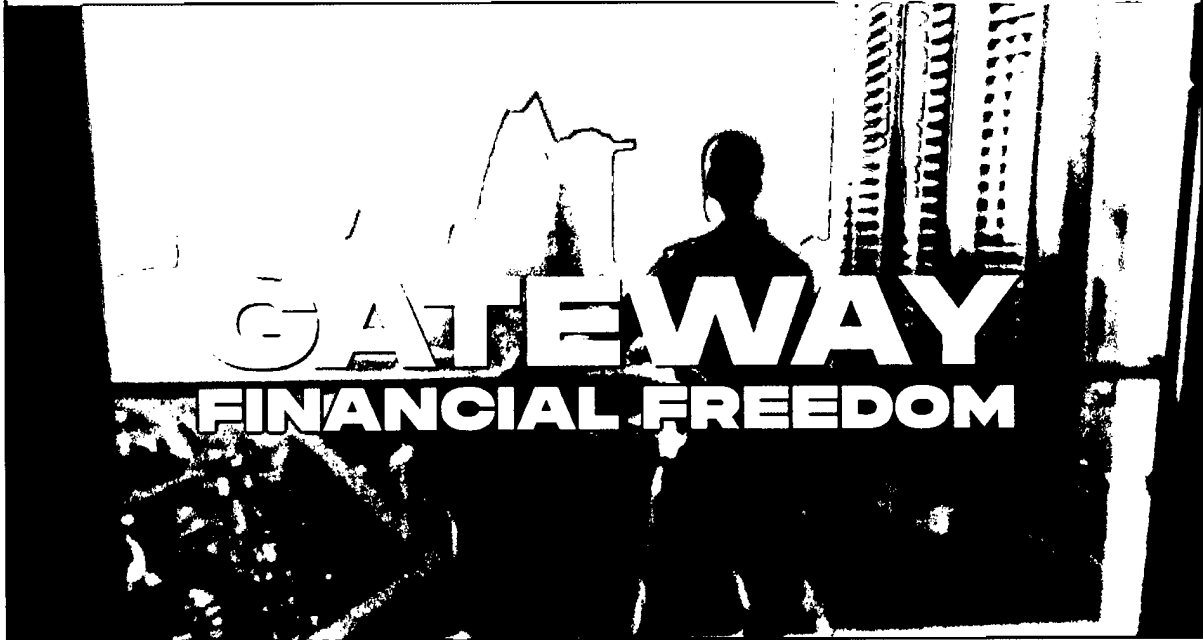
**This isn't just
an investment
opportunity**

STEP 1: WATCH THIS VIDEO

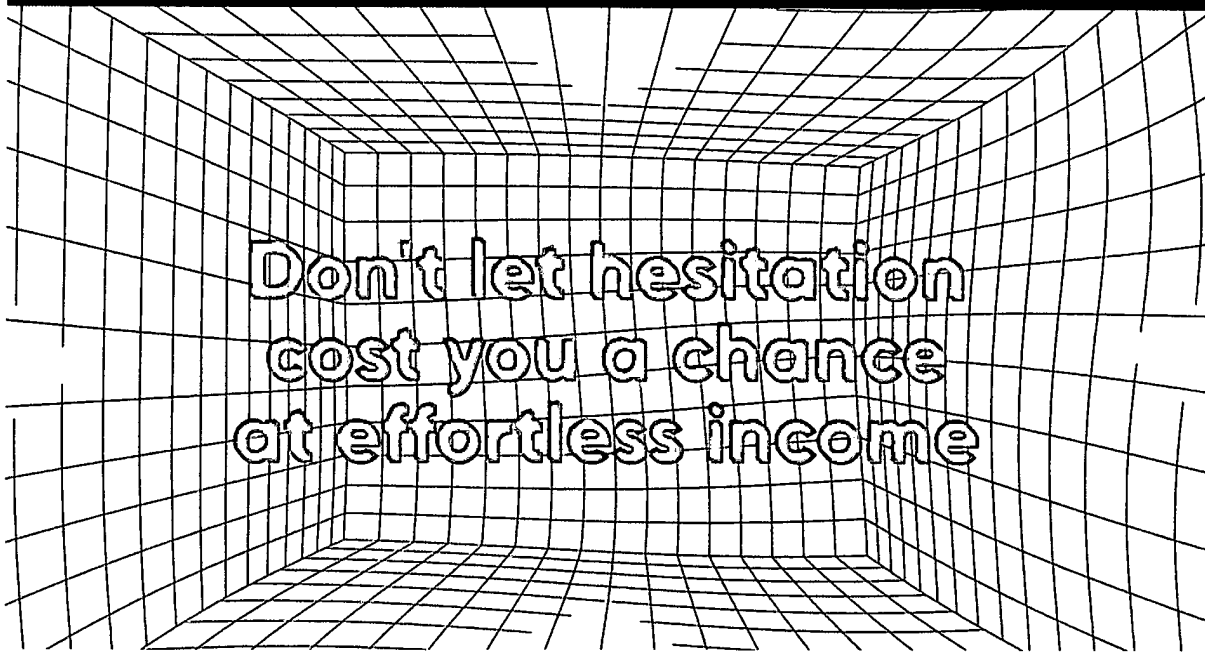


It's a turnkey service where we handle everything

STEP 1: WATCH THIS VIDEO



STEP 1: WATCH THIS VIDEO



21. Defendants did not possess data to substantiate these representations of potential sales and profit and did not provide purchasers with any written data at least ten days prior to the execution of any contract.
22. Purchasers, in reliance upon Defendants' misrepresentations of sales and profit data, entered into contracts with Defendant EBB for these business opportunity services.
23. Defendant Dockery signs the contracts on behalf of Defendant EBB.
24. Defendants accepted down payments in the form of a flat service fee in exchange for providing the aforementioned business opportunity services.
25. These flat service fees paid by purchasers ranged from \$6,700 to \$32,145.

26. Defendants accepted this flat service fee before the goods that were necessary to begin the business opportunity plan were delivered to the purchasers and did not place this flat service fee in an escrow account.
27. Defendant Dockery accepted the service fee payments directly from purchasers.
28. Defendants' contracts with purchasers represented that the flat service fee was refundable minus any net sales from the online store that purchasers received, however Defendants did not obtain a surety bond or establish a trust account to enable Defendants to provide these refunds.
29. Defendants' contracts did not include separate notice of cancellation forms for the purchasers to sign.
30. Defendants did not maintain a complete set of books, records and accounts with respect to each business opportunity plan that they sold.
31. Defendants did not store all the products it stocked the purchaser's online stores with, but instead employed a drop shipping method where they outsourced the shipping of orders to third parties who did have these products.
32. Purchasers did not receive enough sales from their online stores to recoup their flat service fee, much less realize a profit.
33. In some instances, purchasers' online stores that were set up by Defendants were deactivated by the online platforms before sales could take place due to policies against drop shipping.
34. In some instances, these deactivations caused by Defendants' drop shipping also resulted in online stores that purchasers had set up prior to Defendants' involvement and unrelated to

Defendants' business opportunity plans being deactivated simply because they were under the purchasers' account.

PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE BOPPA

COUNT 1 - FAILURE TO PROVIDE A PROPER DISCLOSURE STATEMENT

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
36. Defendants violated the BOPPA, R.C. 1334.03(C), by failing to provide a proper disclosure statement to purchasers as required by R.C. 1334.02(A) and (B).

COUNT 2 – MAKING REPRESENTATIONS REGARDING SALES POTENTIAL WITHOUT REQUIRED DISCLAIMER, DISCLOSURES AND SUBSTANTIATION

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
38. Defendants violated the BOPPA, by making representations to purchasers concerning potential sales, income and profit which do not comply with the requirements of R.C. 1334.03(A).

COUNT 3 – MAKING FALSE AND MISLEADING STATEMENTS

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
40. Defendants violated the BOPPA by making false and misleading statements and engaging in deceptive practices in violation of R.C. 1334.03(B).

COUNT 4 – ACCEPTING EXCESSIVE MONETARY DOWN PAYMENTS WITHOUT PLACING MONEY IN ESCROW

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

42. Defendants violated the BOPPA, by accepting more than 20% of the contracted payment required from purchasers before the necessary merchandise was delivered to said purchasers, and failing to put the excess over 20% into an escrow account, in violation of R.C. 1334.03(E).

**COUNT 5 – FAILURE TO OBTAIN SURETY BOND OR ESTABLISH TRUST
ACCOUNT**

43. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
44. Defendants violated the BOPPA, by representing to purchasers that they offered a buyback arrangement for the purchasers' down payment, and Defendants failing to obtain a surety bond or establish a trust account in violation of R.C. 1334.03(H) and R.C. 1334.04.

COUNT 6 – FAILURE TO INCLUDE NOTICE OF CANCELLATION

45. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
46. Defendants violated the BOPPA, by failing to include an easily detachable completed notice of cancellation, in duplicate, and pre-signed by the consumer purchaser in violation of R.C. 1334.06(A)(7), (B) and (C).

PRAYER FOR RELIEF

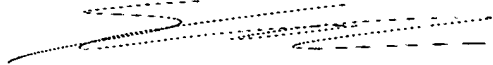
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the BOPPA, R.C. 1334.01 *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 BOPPA, R.C. 1334.01 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1334.08(B), to pay damages to all purchasers injured by the Defendants' conduct as set forth in this Complaint.
- D. ASSESS, FINE, and IMPOSE upon Defendants a civil penalty of up to \$5,000.00 for each separate and appropriate violation of the BOPPA described herein, pursuant to R.C. 1334.08(D).
- E. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General



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