

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

State of Ohio ex rel.)
Attorney General Dave Yost)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

Case No. **CH2026-0116**

Plaintiff,)

Judge: **JUDGE COTTRILL**

v.)

United Log Homes, LLC)
c/o Ian Weber, Statutory Agent)
401 Wayne Ave.)
Defiance, Ohio 43512)

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

and)

Portable Buildings of Ohio, LLC)
c/o Ian Weber, Statutory Agent)
401 Wayne Ave.)
Defiance, Ohio 43512)

and)

Tims Custom Decks, LLC)
c/o Ian Weber, Statutory Agent)
401 Wayne Ave.)
Defiance, Ohio 43512)

and)

Tmothy S. May)
13444 State Route 15)
Defiance, Ohio 43512)

and)

Jessy R. May)
13444 State Route 15)
Defiance, Ohio 43512)
)
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 Defendants United Log Homes, LLC (“ULH”), Portable Buildings of Ohio, LLC (“PBO”), Tims Custom Decks, LLC (“TCD”), Jessy R. May, and Timothy S. May (collectively, “Defendants”), hereinafter described, have occurred in Muskingum County and other counties in the State of Ohio and, as set forth herein, are in violation of the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, Ohio Admin.Code 109:4-3-01 *et seq.*
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ.R. 3(C)(3) in that Muskingum County is a county where the Defendants conducted activity out of which this action arises.

DEFENDANTS

5. Defendant Timothy May is a natural person with a last known address located at 13444 State Route 15, Defiance, Ohio 43512.

6. Defendant Jessy May is a natural person with a last known address located at 13444 State Route 15, Defiance, Ohio 43512.
7. Upon information and belief, Defendant Timothy May is Defendant Jessy May's father.
8. Defendant ULH is a dissolved domestic limited liability company initially registered with the Ohio Secretary of State on or about July 26, 2023 as Bear's Outdoor Structures, LLC. It amended its name to United Log Homes, LLC on January 9, 2024, and then dissolved on or about February 29, 2024.
9. Defendant ULH has a last known operating address of L902 State Route 108, Napoleon, Ohio 43545.
10. Upon information and belief, at all times pertinent hereto, Defendant Jessy May owned and/or managed Defendant ULH and controlled and directed its business activities and sales conduct, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
11. Defendant TCD is a domestic limited liability company registered with the Ohio Secretary of State on or about March 5, 2024. It registered the name "United Log Homes" with the Ohio Secretary of State on or about May 6, 2024.
12. Defendant PBO is a domestic limited liability company registered with the Ohio Secretary of State on or about May 7, 2024.
13. Defendants TCD and PBO each have a last known operating address of L938 State Route 108, Napoleon, Ohio 43545.
14. Upon information and belief, at all times pertinent hereto, Defendant Timothy May owned and/or managed Defendants TCD and PBO and controlled and directed their business

activities and sales conduct, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

15. At various times after Defendant ULH was dissolved on February 29, 2024, but before the trade name “United Log Homes” was registered with the Ohio Secretary of State by Defendant TCD, Defendants Jessy May and Timothy May each individually engaged in consumer transactions as “United Log Homes”.
16. Defendants are each a “supplier,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by soliciting for sale and selling outdoor structures to individual consumers in the State of Ohio and other states for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

17. Defendants engaged in the business of advertising, designing, building, leasing, and selling outdoor structures, including but not limited to, log homes, tiny homes, sheds, and kennels, to individual consumers in the State of Ohio and other states.
18. At all times pertinent hereto, Defendants’ primary business operations were located in the State of Ohio.
19. Defendants, using their own names or the trade name “United Logs Homes,” entered into contractual agreements for the sale or lease of their outdoor structures to consumers located in the State of Ohio and other states.
20. Defendants’ contractual agreements with consumers for outdoor structures were sometimes characterized as lease to own agreements and included, among other terms,

design specifications, cost, and payment schedule.

21. After consumers signed contracts with Defendants and made their required deposits and/or payments, Defendants, in some instances, did not provide the outdoor structures within eight weeks from the date of the contract or date of promised performance.
22. When Defendants failed to provide the outdoor structures within eight weeks, Defendants also did not make a full refund, advise the consumers of an extended delay and offer a refund within two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.
23. After consumers signed a contract with the Defendants and made their required deposits and/or payments, Defendants in some instances commenced construction on the outdoor structures but then subsequently abandoned construction without completing and delivering the outdoor structures to consumers.
24. In some instances, Defendants failed to refund consumer payments for outdoor structures that were not completed or delivered despite consumer requests that Defendants do so.
25. Defendants solicited sales for outdoor structures from consumers despite the fact that they knew or should have known that they did not have the ability and/or resources to provide the outdoor structure that they promised and for which consumers paid.
26. Defendants Jessy May and Timothy May directly and personally participated in the solicitation and sale of the outdoor structures. Their participation included, but is not limited to, the following:
 - a. meeting with consumers either at their residences or remotely to solicit and sell the outdoor structures;

- b. drafting the terms of the consumer contracts for the outdoor structures, including the design specifications, cost, payment schedule, delivery date, and transaction type;
- c. promising completion and delivery dates to consumers for the outdoor structures, which they personally knew, or should have known, could not be honored;
- d. signing consumer contracts for the outdoor structures; and
- e. collecting deposits and monthly payments from consumers for the outdoor structures that would in many instances be directed or diverted into their personal accounts.

VIOLATIONS OF OHIO'S CONSUMER SALES PRACTICES ACT

COUNT I - FAILURE TO DELIVER

- 27. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
- 28. 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 outdoor structures and then permitting more than eight weeks to elapse without making delivery, 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.

29. The acts or practices described above are in violation of Ohio Adm.Code 109:4-3-09(A), which was adopted on June 5, 1973 and was last amended on March 14, 2005. Defendants committed said violations after the adoption of the Administrative Code section.

COUNT II – ABANDONING CONSTRUCTION AFTER PARTIAL PERFORMANCE

30. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
31. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and commencing construction on their outdoor structures but then subsequently abandoned construction without completing and delivering the outdoor structures to consumers.
32. 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 – UNCONSCIONABLE SALES ACTS OR PRACTICES

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
34. Defendants committed unconscionable sales acts or practices in violation of the CSPA, R.C. 1345.03(A), in consideration of R.C. 1345.03(B)(3), by entering into consumer transactions for the sale of outdoor structures when Defendants knew at the time of such transactions of the inability of consumers to receive a substantial benefit from the consumer transactions.
35. 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, 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.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of them, directly or indirectly, through any corporate device, partnership, or other association, under their own 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, Ohio Adm.Code 109:4-3-01 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants, pursuant to R.C. 1345.07(D), a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein.
- E. ISSUE AN INJUNCTION, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, enjoining each of the Defendants from engaging in consumer

transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action have been satisfied.

- 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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