

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

<b>STATE OF OHIO, <i>ex rel.</i></b>	:	
<b>MICHAEL DEWINE</b>	:	<b>CASE NO.</b>
<b>ATTORNEY GENERAL OF OHIO</b>	:	
<b>30 East Broad Street, 14<sup>th</sup> Floor</b>	:	<b>JUDGE</b>
<b>Columbus, Ohio 43215</b>	:	
	:	
<b>Plaintiff,</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>BEE IMPROVEMENTS, LLC</b>	:	<b><u>COMPLAINT, REQUEST FOR</u></b>
<b>c/o Lisa Goddard</b>	:	<b><u>DECLARATORY JUDGMENT,</u></b>
<b>Statutory Agent</b>	:	<b><u>INJUNCTIVE RELIEF, CONSUMER</u></b>
<b>4200 Regent St., Suite 200</b>	:	<b><u>RESTITUTION, AND CIVIL PENALTIES</u></b>
<b>Columbus, Ohio 43219</b>	:	
	:	
<b>and</b>	:	
	:	
<b>GLEN E. GODDARD JR.</b>	:	
<b>6130 Wright Road</b>	:	
<b>Canal Winchester, Ohio 43110</b>	:	
	:	
	:	
<b>Defendants.</b>	:	

**JURISDICTION AND VENUE**

1. Plaintiff, Ohio Attorney General Michael DeWine, 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 Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions of Defendants, hereinafter described, have occurred in Franklin County and the State of Ohio, and as set forth below are in violation of the CSPA, and its Substantive Rules.
3. This court has subject matter jurisdiction over this action pursuant to R.C. 1345.04.

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of Defendants' actions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.

### **DEFENDANTS**

5. Defendant Bee Improvements, LLC ("Bee Improvements") is an Ohio-registered limited liability company with its principal place of business located at 4200 Regent St., Suite 200, Columbus, Ohio 43219.
6. According to its contracts, Bee Improvements also operated from 7548 Slate Ridge Blvd., Reynoldsburg, Ohio 43068.
7. Defendant Glen E. Goddard Jr. ("Goddard") is a resident of the State of Ohio and is the owner, officer, and operator of Bee Improvements.
8. Defendants are "suppliers," as defined in R.C. 1345.01(C), as Defendants are, and have been, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting, offering, and selling home improvement services, specifically basement remodeling services, to individuals in Franklin County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

### **STATEMENT OF FACTS**

9. Defendants were, and have been at all relevant times, engaged in the business of soliciting, offering, and selling home improvement services, including basement remodeling services, in the State of Ohio, including in Franklin County.
10. Defendants solicited, offered, and sold their home improvement services through the websites [www.beeimprovements.org](http://www.beeimprovements.org) and direct mail solicitations.

11. Defendants entered into contracts with consumers for the purchase of home improvement services, including basement remodeling services.
12. Defendants knowingly made false or misleading statements of opinion on which consumers relied to their detriment.
13. Believing such representations and claims were true, consumers contracted with Defendants for basement remodeling and other home improvement services and provided substantial payments to Defendants for such services.
14. Defendants accepted substantial payments from consumers as payments for the purchase of basement remodeling and other home improvement services.
15. Many consumers entered into home improvement loans to pay for the services they contracted for. These consumers have continued to make payments on the loans despite the fact the work has not been done.
16. Defendants failed to provide consumers with the basement remodeling and other home improvement services contracted and paid for, even after eight weeks had elapsed since Defendants accepted money from the consumers as payment for the goods and services ordered.
17. Defendants failed to refund consumers' payments for ordered basement remodeling and other home improvement services, even after eight weeks had elapsed without Defendants fully providing such goods and services ordered.
18. Defendants provided shoddy and unworkmanlike services to consumers and then failed to correct such services.
19. Defendants' failure to perform contracted basement remodeling and other home improvement services in a proper manner has resulted in harm to consumers and in some

instances has required that consumers pay additional money to have the Defendants' work corrected and/or to complete the construction begun by Defendants.

20. Defendants promised or represented to consumers that Defendants would provide the ordered basement remodeling and home improvement services in a satisfactory standard and quality but then failed to provide such services in such standard or quality.
21. Defendants engaged in a pattern of incompetence, inefficiency, and untimeliness in connection with providing basement remodeling and other home improvement services to consumers by repeatedly delaying the start of work, promising consumers another time in which the work would commence, and then failing to start work at such promised time without advising consumers of the additional delays.
22. In some instances, Defendants have failed to pay the subcontractors they hired and the subcontractors have threatened the consumers with placing liens on their homes.
23. Defendants failed to begin and/or complete the services for which consumers contracted.
24. Defendants provided consumers with inconsistent and inadequate information regarding installation and service dates.
25. Defendants failed to provide consumers with additional goods provided for in the home improvement contracts, including sofas and flat screen televisions.
26. Defendant Goddard, at all relevant times, authorized, directed, ratified, and personally committed or participated in the acts and practices described in Paragraphs Nine through Twenty-six (9-26) of this Complaint.

**PLAINTIFF'S FIRST CAUSE OF ACTION:**

**VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT**

**COUNT I**

**FAILURE TO DELIVER GOODS AND/OR SERVICES OR PROVIDE REFUNDS**

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-six (1-26) of this Complaint.
28. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), by accepting substantial payments from consumers, promising a delivery date for basement remodeling and other home improvement services, failing to deliver the goods and services contracted and paid for, and failing to return the payments to the consumers.
29. Such acts or practices 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 II**

**UNFAIR AND DECEPTIVE ACTS AND PRACTICES**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-nine (1-29) of this Complaint.
31. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by providing shoddy and unworkmanlike services in connection with consumer transactions and then failing to correct such shoddy and unworkmanlike services.
32. Defendants have committed unfair and deceptive acts or practices in violation of the

CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(2), by misrepresenting the standard and quality of their basement remodeling and other home improvement services, in connection with consumer transactions.

33. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in a pattern of incompetence, inefficiency, and untimeliness in connection with consumer transactions for basement remodeling and other home improvement services.
34. Such acts or practices 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 ACTS OR PRACTICES**

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-four (1-34) of this Complaint.
36. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions for basement remodeling and other home improvement services when Defendants knew of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
37. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by making false or misleading statements of opinion on which consumers have relied to their detriment, in connection with consumer transactions.

38. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), by refusing to make a refund without justification.
39. Such acts or practices 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 IV**

#### **UNFAIR, DECEPTIVE, AND UNCONSCIONABLE ACTS OR PRACTICES**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-nine (1-39) of this Complaint.
41. Defendants have committed unfair, deceptive, and unconscionable acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A), by engaging in inadequate and unfair customer services.
42. Such acts or practices 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 prays that this Court:

- A. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Paragraphs Nine through Twenty-five (9-25) of Plaintiff's Complaint violates the CSPA in the manner set forth in this Complaint.
- B. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants Bee Improvements, LLC and Glen Goddard, under their own names or any other names, and all persons acting on behalf of Defendants directly or indirectly,

through any corporate or private device, partnership or association, jointly and severally, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.

- C. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendants Bee Improvements, LLC and Glen Goddard from acting as a supplier and soliciting or engaging in any consumer transactions in the State of Ohio as a supplier until the final ordered resolution of this matter is satisfied in its entirety.
- E. ORDER Defendants Bee Improvements, LLC and Glen Goddard, jointly and severally liable, pursuant to R.C. 1345.07(B), for reimbursement to all consumers found to have been damaged by Defendants' unfair, deceptive, and unconscionable acts and practices, including, but not limited to, making restitution to consumers who paid money to Defendants but never fully received the goods or services for which they paid.
- F. ASSESS, FINE AND IMPOSE upon Defendants Bee Improvements, LLC and Glen Goddard, jointly and severally, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- G. ORDER Defendants Bee Improvements, LLC and Glen Goddard, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, to maintain in their possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendants' solicitation, offer, and sale of basement remodeling and other home improvement services in the State of Ohio.



- H. ORDER Defendants Bee Improvements, LLC and Glen Goddard to cooperate with the Ohio Attorney General or his representative by providing the Ohio Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
- I. ORDER Defendants Bee Improvements, LLC and Glen Goddard, jointly and severally, to reimburse the Ohio Attorney General for all costs incurred in bringing this action.
- J. ORDER Defendants Bee Improvements, LLC, and Glen Goddard, jointly and severally, to pay all court costs associated with this action.
- K. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Attorney General

*/s/ Teresa A. Heffernan*

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