

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Case Type: Civil Other  
(Consumer Protection)

State of Minnesota, by its Attorney General,  
Keith Ellison,

Court File No. \_\_\_\_\_

Plaintif,

**COMPLAINT**

vs.

Meraki Metal Art LLC, VO Metal Center MN  
LLC, VO Metal Art LLC, VO Metal Art MN  
LLC, and William Joseph Shocinski, Jr.,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against the Defendants, alleges as follows:

### **INTRODUCTION**

1. William Joseph Shocinski, Jr. is the owner and manager of Meraki Metal Art LLC, VO Metal Center MN LLC, VO Metal Art LLC, and VO Metal Art MN LLC (collectively, “Shocinski Metals”), domestic limited liability companies that advertise, sell, and promise to ship metal décor to consumers around the country.

2. Between August 1, 2021 through the present, Shocinski Metals has failed to provide at least 43 percent of the products consumers ordered from its shop. The products it has delivered have frequently been damaged or defective upon receipt.

3. Shocinski Metals does not provide refunds for products it fails to deliver. While it advertises a refund policy that implies aggrieved customers can get their money back, Shocinski

Metals refuses to cancel or refund orders mere minutes after the order is placed. Of the nearly \$900,000 Shocinski Metals collected for products it did not deliver, it issued roughly \$4,000 in refunds, or approximately 0.4 percent of the money it charged.

4. Further, Shocinski Metals routinely promised deliveries by Christmas of each year, then failed to meet those promises. Shocinski Metals' shipping and return policies are internally inconsistent and misleading, and, in any case, are not honored by the company. Shocinski Metals has even lied to consumers about supporting local youth charities. Shocinski Metals' false, deceptive, and misleading statements were viewed over one million times by consumers.

5. The Attorney General (hereinafter "State") served a Civil Investigative Demand ("CID") on Meraki Metal Art LLC, VO Metal Center MN LLC, and VO Metal Art MN LLC on May 3, 2023. The entities failed to respond to the CID, after Mr. Shocinski assured the State that they would, leading the State to file a motion to compel that was granted by a Hennepin County court on September 7, 2023 in court file number 27-CV-23-11247.

6. The entities did not comply with the order compelling production, so the State brought a motion for sanctions, and the court issued an Order to Show Cause requiring William Joseph Shocinski, Jr. to personally appear and explain the companies' deficiencies.

7. After the order to show cause had been issued, but before any hearing had taken place, Shocinski Metals stopped paying for storage of emails and customer data, supposedly losing access to it. Shocinski Metals also paid an individual to use that person's sensitive identifying information to register a new domestic company, VO Metal Art MN LLC, the website for which is a complete copy of Shocinski Metals' previous website.

8. This copying of its old website further exacerbated and repeated the deceptive nature of Shocinski Metals' websites, which Mr. Shocinski had taken nearly-wholesale from a

Texas-based competitor, RealSteel Center, without RealSteel's consent. Shocinski Metals' websites so thoroughly copied their Texas competitor's website that Shocinski Metals made misrepresentations about the geographic origins of products and confused consumers about which company consumers were buying from.

9. Shocinski Metals' sole owner and manager, William Joseph Shocinski, Jr., directed, controlled, participated in, and acquiesced to, and knew or should have known about the unlawful conduct described in this Complaint. He is therefore personally liable under Minnesota's consumer protection statutes for his participation in Shocinski Metals' deceptive and unlawful acts and practices.

10. Consumers lost hundreds of thousands of dollars from Shocinski Metals' conduct. In addition to losing money on undelivered, damaged, or incorrect products that were not refunded, consumers were also harmed in less-tangible ways, including missed deliveries for holiday presents, during which Shocinski Metals made deceptive and misleading advertisements as to delivery times.

11. The Attorney General brings this action to enforce the law, to enjoin Shocinski Metals' fraudulent and unlawful practices in order to prevent further harm to consumers, and to obtain full relief for Shocinski Metals' customers who have already suffered harm, among other remedies.

## **PARTIES**

12. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes Chapter 8 and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota law, vindicate the state's sovereign and quasi-sovereign

interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota’s laws.

13. Defendant Meraki Metal Art LLC is a domestic limited liability company registered with the Minnesota Secretary of State with a registered office address at 9125 Irving Ave. North, Brooklyn Park, MN 55444. Its registered manager is William Joseph Shocinski, Jr. with an address of 1630 91<sup>st</sup> Ave. NE, Blaine, MN 55449. Meraki Metal Art LLC owned and operated an Instagram page at [www.instagram.com/meraki\\_metal\\_art](https://www.instagram.com/meraki_metal_art) that advertised customized decor and directed potential customers to a website of [www.vometalcenter.com](https://www.vometalcenter.com). Meraki Metal Art LLC also operated two Shopify stores at [www.merakimetalart.com](https://www.merakimetalart.com) and [meraki-metal-art.myshopify.com](https://meraki-metal-art.myshopify.com). Shocinski Metals did business under Meraki Metal Art LLC’s name between January 13, 2021 and July 25, 2022.

14. VO Metal Center MN LLC is a domestic limited liability company registered with the Minnesota Secretary of State with a registered office address at 7588 392<sup>nd</sup> Street, North Branch, MN 55056. Its registered manager is William Joseph Shocinski, Jr. with an address of 1630 91<sup>st</sup> Ave. NE, Suite 110 & 111, Blaine, MN 55449 and a principal executive office address of 9125 Irving Ave. North, Brooklyn Park, MN 55444. VO Metal Center MN LLC operated a website, [www.vometalcenter.com](https://www.vometalcenter.com) that advertised and purported to sell metal décor to consumers. VO Metal Center MN LLC also operated a Facebook page at [www.facebook.com/vometalcenter](https://www.facebook.com/vometalcenter) and an Instagram page at [www.instagram.com/vo\\_metal\\_center\\_llc/](https://www.instagram.com/vo_metal_center_llc/) which both advertised metal décor products and directed consumers to [www.vometalcenter.com](https://www.vometalcenter.com). Shocinski Metals did business under VO Metal Center MN LLC’s name and sold products between October 9, 2022 and February 22, 2023. Shocinski Metals continued using the entity’s name in various places on later websites.

15. Defendant VO Metal Art LLC is a domestic limited liability company registered with the Minnesota Secretary of State with a registered office address at 9125 Irvine Ave. North, Brooklyn Park, MN 55444. Its registered manager is William Joseph Shocinski, Jr. with an address of 9125 Irvine Ave. North, Brooklyn Park, MN 55444. VO Metal Art LLC ran a Facebook page at [www.facebook.com/profile.php?id=100084386432243](https://www.facebook.com/profile.php?id=100084386432243) that advertised custom metal décor. Shocinski Metals used VO Metal Art LLC's name at roughly the same time it used the name VO Metal Center MN LLC.

16. Defendant VO Metal Art MN LLC is a domestic limited liability company registered with the Minnesota Secretary of State with a registered office address at 16220 Aberdeen St NE, Ham Lake, MN 55304-5419. It filed for registration on November 3, 2023, and did not list a registered agent or manager. The address listed by VO Metal Art MN LLC on its Secretary of State filing is the address of a different business owned and operated by William Joseph Shocinski, Jr. VO Metal Art MN LLC advertises and purports to sell metal décor to consumers at [www.vometalart.com](http://www.vometalart.com). VO Metal Art MN LLC advertised and sold products between October 24, 2023 and December 26, 2023. VO Metal Art MN LLC is, in fact, owned by William Joseph Shocinski, Jr., although it is registered to Connor Wenner, an employee of Mr. Shocinski's through a different business entity; Mr. Wenner was offered cash in exchange for letting Mr. Shocinski or Mr. Shocinski's agents use Mr. Wenner's personal identifying information to register the business.

17. Defendant William Joseph Shocinski, Jr. ("Mr. Shocinski") is an individual who resides at 9125 Irvine Ave. North, Brooklyn Park, MN 55444. Mr. Shocinski is the owner and manager of all of the defendant corporate entities in this case and has been intimately involved with all of their operations. Mr. Shocinski controlled Shocinski Metals' advertising and websites, and has been integral to the production process in creating and delivering the metal décor.

## **JURISDICTION AND VENUE**

18. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes sections 8.01 and 8.31, and common law, including the State's *parens patriae* authority.

19. This Court has personal jurisdiction over the corporate defendants because they are domiciled in Minnesota, registered with the Minnesota Secretary of State, regularly transact business in Minnesota, and have committed or have threatened to commit acts that violate Minnesota law in Minnesota.

20. This Court has personal jurisdiction over Mr. Shocinski because he is a Minnesota resident who regularly conducts business in Minnesota, and he has committed or has threatened to commit acts that violate Minnesota law in Minnesota.

21. Venue in Hennepin County is proper under Minnesota Statutes section 542.09 because one or more of the defendants reside in Hennepin County.

## **FACTUAL BACKGROUND**

### **I. SHOCINSKI METALS SELLS METAL DÉCOR ONLINE.**

22. Shocinski Metals is a single enterprise operating through a number of closely-related entities, all of which are controlled and directed by Mr. Shocinski, to advertise and sell both customizable and non-customizable metal décor to consumers around the country.

23. “Customizable metal décor” is metal décor that is manufactured following instructions from a consumer about text on the décor, such as a family name. Non-customizable metal décor includes products that do not require consumer input to manufacture.

24. Since August 1, 2021, Shocinski Metals operated out of a single manufacturing facility in Blaine, Minnesota.

25. Shopify is an online ecommerce platform. Shopify offers inventory management tools, order management and fulfillment visibility and tools, the ability to track refunds, and analytics regarding businesses' online stores' visitors.

26. At all times relevant to this Complaint, Shocinski Metals has used Shopify to track customer orders, fulfillment of those orders, and refunds for those orders.

27. Beginning in August 2021, each Shocinski Metals entity, except VO Metal Art MN LLC, sold products by directing consumers to purchase products at [vometalcenter.com](http://vometalcenter.com).

28. Meraki Metal Art LLC also used other websites to advertise and sell product, including [merakimetalart.com](http://merakimetalart.com) and [meraki-metal-art.myshopify.com](http://meraki-metal-art.myshopify.com).

29. VO Metal Art MN LLC has sold products through its website at [vometalart.com](http://vometalart.com).

30. To order a product, a consumer would access one of Shocinski Metals' websites, click to view a product on a product page, and click on a button to add that product to a digital shopping cart. To order the product, the consumer would have to send money immediately upon ordering, using some form of digital payment before the order would be placed.

31. Mr. Shocinski heads, controls, and directs the Shocinski Metals' enterprise, including all of its closely-related entities. Mr. Shocinski personally leases the enterprise's manufacturing spaces, personally owns the equipment in those spaces, and Shocinski Metals has largely used a single bank account managed by Mr. Shocinski.

32. Mr. Shocinski created new LLCs to avoid negative consequences from accumulating consumer complaints and negative reviews criticizing Shocinski Metals' deceptive acts and practices described *infra*.

## **II. SHOCINSKI METALS ENGAGES IN A BROAD VARIETY OF DECEPTIVE AND MISLEADING CONDUCT.**

33. Shocinski Metals has failed to deliver products to consumers, failed to deliver products to consumers on advertised timelines, delivered damaged or incorrect products, advertised deceptive or misleading statements regarding refunds and shipping on its websites, and falsely advertised charitable activities in which it was not actually engaged. Some of these deceptive or misleading statements are the product of Shocinski Metals' wholesale misappropriation of a competitor's website, which has caused a likelihood of confusion as to Shocinski Metals' affiliation with competitor RealSteel Center.

34. Shocinski Metals has also falsely advertised Christmas shipping guarantees to induce sales over the holiday season, even when those advertisements conflicted with its other advertised lead times, and even when Shocinski Metals knew it would be unable to satisfy consumer demand in the timeframe advertised.

35. Shocinski Metals regularly and routinely failed to compensate consumers for missing shipments, damaged orders, and/or incorrect products. Mr. Shocinski testified that it was a general business practice to not provide any refunds, even for orders Shocinski Metals never fulfilled.

36. The representative consumer experiences detailed *infra* in this section are not an exhaustive list of impacted consumers and violative conduct, but rather are illustrative examples of the type of pervasive deceptive and misleading conduct in which Shocinski Metals has engaged.

### **A. Shocinski Metals Took Consumers' Money and Failed to Deliver Products.**

37. For orders placed between August 1, 2021 and December 26, 2023, Shocinski Metals has failed to deliver over 43% of the products consumers paid for.



38. Mr. Shocinski testified that, instead of providing refunds, it was his practice for Shocinski Metals to simply not contest consumers' fraud reports to their credit card companies, which would, in turn, refund the consumers.

39. Many consumers reported to the State, however, that they could not or did not file successful chargebacks, resulting in unrefunded losses for those consumers.

40. The State has received numerous complaints from consumers regarding undelivered products, for which they made up-front payments to Shocinski Metals. In one example in 2021, US Marine Corp veteran **S.D.**, of Lakeville, Minnesota, ordered patriotic wall art from Shocinski Metals for around \$100, but never received the product. **S.D.** repeatedly asked for updates or a refund, but got no response. **S.D.** did not pursue a chargeback and lost the full amount paid to Shocinski Metals.

41. In another example, in 2022, manufacturing worker **V.K.**, of Sauk Rapids, Minnesota, ordered products from Shocinski Metals totaling \$97.97, but received no product and failed to obtain any refund.

42. In yet another example, in late 2023, electrician **B.S.**, of St. Joseph, Minnesota, paid Shocinski Metals' latest corporate iteration \$119.71, but had still not received a product as of April 23, 2024. William Shocinski sent **B.S.** an email promising delivery by February 16, 2024, but that did not occur. **B.S.** attempted a credit card chargeback, but that attempt failed.

43. In a deposition, Mr. Shocinski testified that he believed that Shocinski Metals had failed to deliver approximately 2,000 products.

44. As part of its inventory tracking, Shocinski Metals used Shopify to record and preserve information on the orders placed by consumers to online storefronts managed by Shocinski Metals. Shocinski Metals used Shopify to track when products were ordered, how much

was paid for the orders, and when, if ever, the product was shipped. Shocinski Metals also used Shopify to track any refunds provided by the company.

45. Collectively, consumers ordered 28,793 products from Shocinski Metals between August 2021 and December 2023. Shocinski Metals failed to deliver 12,484, or 43.3% of those products. Shocinski Metals collected \$878,769.08 for products it did not deliver. It refunded only \$4,033.57 for those orders, or 0.4% of its collection.

**B. Shocinski Metals Sent Damaged Products, Misspelled Products, and Products Consumers Did Not Order, and Failed to Provide Refunds.**

46. Between August 2021 through the present, Shocinski Metals has on numerous occasions sent damaged products, misspelled customized metal décor, or products that were not what the customer ordered.

47. Shocinski Metals generally did not provide refunds for its own mistakes.

48. For example, consumer **D.M.** ordered both non-customized art and a customized metal sign from Shocinski Metals, but the non-customized product, when delivered, was so heavily damaged that it was sharp and dangerous. **D.M.** never received the customized art. **D.M.** repeatedly attempted to contact the company, but received no response.

49. In another example, consumer **T.D.** ordered a customized metal sign from Shocinski Metals, but the product, when delivered, was missing letters. In the box on delivery was a note from the company indicating that it was aware of the missing letters and that it would send out a replacement sign, which it never did. **T.D.** repeatedly attempted to contact the company, but received no response.

50. Over 50 consumers have directly reported to the State that they had received damaged or defective products from Shocinski Metals through December 2023.

**C. Shocinski Metals Has Falsely Advertised Charitable Giving.**

51. At all times relevant to this complaint, both [vometalart.com](http://vometalart.com) and [vometalcenter.com](http://vometalcenter.com) have contained a graphic that touts “All Orders Help Support Our Local Youth Charity.”

52. Contrary to this representation, however, Mr. Shocinski has admitted that Shocinski Metals never supported any local youth charity.

53. At all times relevant to this complaint, both [vometalart.com](http://vometalart.com) and [vometalcenter.com](http://vometalcenter.com) have advertised Shocinski Metals’ purported charitable giving with the following graphic:



54. Today’s Harbor for Children is based in Houston, Texas, and has never performed any charitable work outside of Texas.

55. Shocinski Metals has never supported Today’s Harbor for Children.

56. Today’s Harbor for Children has never authorized Shocinski Metals to use the above graphic or its name in fundraising or advertising, nor does Today’s Harbor for Children have any other connection to Shocinski Metals.

57. Because the charitable misrepresentations have been displayed on the main page of vometalcenter.com and vometalart.com, each visitor to those pages has been exposed to these charitable misrepresentations.

58. Shopify collected data recording the number of visitors to vometalcenter.com and vometalart.com. Since August 1, 2021, those websites have been visited, and thus the charitable representations displayed, at least 1,053,421 times.

59. Between September 1, 2022 and December 31, 2022, consumers viewed vometalcenter.com at least 822,139 times.

**D. Shocinski Metals Has Deceptively Advertised a Shipping Policy it Has Not Honored.**

60. At all times relevant to this complaint, vometalcenter.com and vometalart.com, have advertised a shipping policy that has not changed in substance.

61. The advertised shipping policy has urged consumers that they can “trust that [their] order will be quickly processed and safely delivered.”

62. Many consumers’ products were neither quickly processed nor safely delivered because the products were not delivered at all, delivered late, delivered damaged, or mis-manufactured.

63. The advertised shipping policy also provided misleading statements as to timelines. The shipping policy states that the company’s “current lead-times average 3-6 weeks from the customer’s order date.”

64. Shocinski Metals never updated its “current lead times” timeline provided on its website, even when lead times were, in fact, different from what was advertised.

65. Mr. Shocinski testified that he could not remember whether the “current lead time” was ever changed. After being confronted with the same advertised lead times from 2021 through

2024, Mr. Shocinski admitted that he did not know if Shocinski Metals ever advertised a different lead time.

66. Shocinski Metals' actual lead times frequently exceeded six weeks from the customer's order date. Many consumers did not receive their orders for over six weeks, if they ever received them at all. The products Shocinski Metals did produce and ship correctly were sometimes completed within less than three weeks. In other words, the advertised lead times were meaningless.

67. Shocinski Metals' shipping policy also advertised that "[i]n extreme cases, some orders may take up to 10-12 weeks from the customer's order date." Many consumers' orders, however, were not delivered within 12 weeks, or at all.

**E. Shocinski Metals Advertised Contradictory Delivery Timelines.**

68. Since September 2021, [vometalcenter.com](http://vometalcenter.com) and [vometalart.com](http://vometalart.com) have, at the top of each webpage, advertised that:

A dark teal rectangular banner with a white truck icon on the left and the text "All Online Orders Ship Within 3 Business Days!" in white sans-serif font.

69. This advertisement has directly conflicted with Shocinski Metals' shipping policy advertising a three-to-six week lead time, and is thus misleading and deceptive.

70. Since August 2021, [vometalcenter.com](http://vometalcenter.com) and [vometalart.com](http://vometalart.com) have, at the bottom of each webpage, advertised that products were:

A dark teal rectangular banner with a white clock icon on the left and the text "Custom Made in 5-15 Business Days" in white sans-serif font.

71. That advertisement has directly conflicted with Shocinski Metals' shipping policy advertising a three-to-six week lead time, and is thus misleading and deceptive.

72. Shocinski Metals did not fulfill most orders within 15 business days. Moreover, one cannot ship an order within three business days that takes at least five business days to manufacture. Accordingly, the two advertisements, read together, are also misleading and deceptive.

73. The above advertisements were presented on the main webpage of [vometalcenter.com](http://vometalcenter.com) and [vometalart.com](http://vometalart.com) and thus were viewable by every person who visited the websites.

74. Mr. Shocinski has admitted that these advertisements and policy were in conflict with one another.

**F. Shocinski Metals Published Deceptive and Misleading Advertisements About Christmas Deliveries.**

75. Shocinski Metals advertised to consumers that its products would be delivered by Christmas when Shocinski Metals knew it would be unable to fulfill orders in the timeframes advertised.

76. Mr. Shocinski testified that Shocinski Metals advertised delivery by Christmas, but acknowledged that Shocinski Metals was unable to deliver “most” of the products ordered in that timeframe.

77. Mr. Shocinski testified that Shocinski Metals was advertising delivery by Christmas within even three or four weeks of December 25, even as Shocinski Metals’ shipping policy described an up-to-six-week lead time.

78. Mr. Shocinski testified that Shocinski Metals continued advertising Christmas fulfillment even as it sent out auto-response emails claiming that it was short-staffed and could not complete orders quickly. Indeed, those auto-response emails were being sent out over a month before Christmas, as early as November 19, 2022.

79. Despite Shocinski Metals informing consumers it was low-staffed and trying to process its Christmas orders, it continued sending these same consumers emails soliciting new sales.

80. For example, Minnesota consumer **A.H.** ordered a product on October 31, 2022. **A.H.** reached out to Shocinski Metals to check on the progress of her order, to which Shocinski Metals replied that it was understaffed and trying to process its Christmas orders. In December 2022, Shocinski Metals sent **A.H.** at least three emails encouraging her to buy more products. **A.H.** never received her order or received a refund for it.

81. Shocinski Metals ran advertisements boasting delivery by Christmas in 2022, up through at least December 13, 2022.

82. From December 1, 2022 through December 13, 2022, consumers across the country placed orders for at least 2,661 products; 1,753 of those were never delivered by Shocinski Metals.

83. For example, Minnesota consumer **T.P.** complained to Shocinski Metals that they had ordered a product on December 11, 2022 for which Shocinski Metals had advertised a guaranteed delivery by Christmas. **T.P.** never received a product and never received a refund.

84. Mr. Shocinski testified that he did not think Shocinski Metals changed its advertised lead times of three-to-six weeks even as it advertised delivery by Christmas on December 11.

85. Shocinski Metals did not provide refunds to consumers complaining about products not delivered by Christmas that Shocinski Metals nonetheless advertised would be delivered by Christmas.

**G. Shocinski Metals Advertised Contradictory and Deceptive Return/Refund Policies.**

86. At all times relevant to this complaint, Shocinski Metals has advertised the following guarantee on both [yometalcenter.com](http://yometalcenter.com) and [yometalart.com](http://yometalart.com):

## Our Guarantee

✓ 30 Day Money-back Satisfaction Guarantee on all Non-Custom Art

87. However, since August 2021, both websites have also had a separate webpage describing a different refund policy. That refund policy has advertised that Shocinski Metals “cannot allow the cancellation of an item after 15 minutes of confirmation, as all items are made to order soon after we receive the order.”

88. The return policy has allowed “[i]n special circumstances,” a consumer to cancel “non custom signs with a 15% restocking fee” “solely at the discretion of Vo Metal Center.”

89. The refund policy’s statements that “all items are made to order soon after we receive the order” is contradicted by Shocinski Metals’ conduct in failing to manufacture and ship consumer orders. Indeed, for example, Shocinski Metals told consumer **L.C.** that, a month after **L.C.** placed the order, Shocinski Metals had not begun production because it was “out of steel.”

90. The return policy has also stated that the company “will not accept returns [. . .] returned more than 10 days after receipt,” despite the main website advertising a “30 Day” guarantee.

91. The terms of Shocinski Metals’ refund policy contradicts both itself and other statements made by Shocinski Metals, including those on its main websites. Indeed, Mr. Shocinski testified that he agreed that the refund policy differed from the advertised money-back guarantee.

92. When asked whether Shocinski Metals followed the policy on the main website, or on the refund policy page, Mr. Shocinski testified that the company used the policy on the refund policy page.



93. The refund policy page requires that a consumer “return the item, along with a completed Return Authorization Form” to be eligible for a refund.

94. Mr. Shocinski testified that he believed such a form might be publicly available at a post office. But Shocinski Metals’ refund policy advertised on [vometalcenter.com](http://vometalcenter.com) and [vometalart.com](http://vometalart.com) required that a customer return the form to UPS, not USPS, and Mr. Shocinski later testified that he had never actually seen a Return Authorization Form, nor could he remember ever trying to obtain one.

95. The Return Authorization Form is a fictional document. The USPS does not have a “Return Authorization Form” for use by the public to return parcels via UPS, a competitor of USPS. Shocinski Metals does not provide consumers with a Return Authorization Form. It is, in fact, impossible for a consumer to comply with Shocinski Metals’ published refund policy because it is impossible for a consumer to obtain a Return Authorization Form.

96. Perhaps unsurprisingly, Shocinski Metals regularly refused or ignored consumer requests to provide refunds.

97. An overwhelming majority of consumers reported being unable to cancel their orders or obtain refunds from Shocinski Metals. Of the 670 consumers who reported to the State that they requested a refund from the company, only 12 reported receiving any refund through the company without initiating some third-party dispute or chargeback.

#### **H. Shocinski Metals Changed Names and Deleted Negative Reviews to Deceive Consumers into Believing it was a Trustworthy Company.**

98. Mr. Shocinski testified that he created multiple corporate entities to avoid algorithms used by advertisers to suppress advertising from untrustworthy and negatively-reviewed companies.

99. Each year, Shocinski Metals operated under a new name to escape the effects of consumers' negative reviews.

100. Mr. Shocinski testified that, during the lifespan of each of Shocinski Metals' corporate entities, he deleted unfavorable reviews from dissatisfied consumers on product pages on Shocinski Metals' websites and on the enterprise's Facebook pages, including reviews from consumers dissatisfied because they had not received products they had ordered.

101. Shocinski Metals did, however, keep its positive reviews, even displaying reviews from its 2021 website on product pages on yometalart.com in 2024.

**I. SHOCINSKI METALS' MISAPPROPRIATED WEBSITE CONTENT CONFUSES CONSUMERS.**

102. Shocinski Metals misappropriated most of its websites' design, images, products, and advertisements wholesale from another company, RealSteel Center ("RealSteel"), located in Pasadena, Texas.

103. RealSteel has asked Shocinski Metals to take down the images Shocinski Metals has taken from RealSteel, but Shocinski Metals has refused those requests.

104. Shocinski Metals' websites have so closely hewn to how RealSteel's website appears that RealSteel has received complaints from dissatisfied consumers complaining to RealSteel about non-delivery of items, when the consumer actually ordered such items from Shocinski Metals. Both yometalcenter.com and yometalart.com showed and still show a picture of the RealSteel CEO, and depict a RealSteel employee packaging a product into a RealSteel-branded box, with a RealSteel watermark on the photo:



Source: vometalcenter.com



Source: realsteelcenter.com

105. When first asked where Shocinski Metals got the ideas or designs for its products, Mr. Shocinski testified that he found them on “Etsy and stuff like that, just wherever you can find designs.” Mr. Shocinski clarified that Etsy sellers sell “DXF files” or that he found free designs from Google searches.

106. Later, after confronted with the similarities between the products offered on RealSteel’s site and Shocinski Metals’ websites, Mr. Shocinski testified that he had gotten product designs and images from RealSteel’s website. Mr. Shocinski testified that he had spoken to RealSteel’s owner, and that the owner gave Mr. Shocinski permission to use RealSteel’s content. But when asked for more details about this conversation and permission, Mr. Shocinski testified that he did not remember when that conversation took place, nor did he even remember who RealSteel’s owner is.

107. RealSteel did not give Shocinski Metals permission to use its website content, including but not limited to its product designs or images.

108. At all times relevant to this complaint, Shocinski Metals’ website has had misrepresentations or deceptive content on product pages stemming from Shocinski Metals’ careless and brazen misappropriation of RealSteel’s website content.

**J. SHOCINSKI METALS’ WEBSITES CONTAIN OTHER DECEPTIVE AND MISLEADING REPRESENTATIONS.**

109. Shocinski Metals’ misappropriation of RealSteel’s website has resulted in deceptive and misleading statements which, while they may have been true for RealSteel, are not true for Shocinski Metals. For example, on one product page, Shocinski Metals’ website represents that the product is “handcrafted with pride in Texas” and is a “Vo Original that’s backed by our 5 year warranty and our industry’s best customer service!”

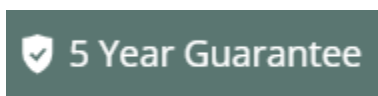
110. Shocinski Metals has never handcrafted any product in Texas.

111. The product is not a “Vo Original” because Shocinski Metals took the design wholesale from another company.

112. Shocinski Metals has advertised that a number of products on its main page were “original.” But there is nothing “original” or unique offered by Shocinski Metals.

113. Finally, Shocinski Metals did not offer a “5 year warranty,” and, in any case, such a warranty was not reflected in its refund policy, and was never honored by Shocinski Metals for a consumer requesting a refund for a damaged product.

114. Shocinski Metals’ websites [vometalcenter.com](http://vometalcenter.com) and [vometalart.com](http://vometalart.com) also advertised a “5 year guarantee”:



115. It is unclear what this “guarantee” was, as it has not been explained anywhere else, but Shocinski Metals’ refund policies directly contradict any kind of five-year guarantee, and, in any case, Shocinski Metals did not refund the vast majority of consumers complaining about their products. Accordingly, a five-year guarantee is deceptive and misleading.

116. Since November 2023, VO Metal Art MN LLC’s website has advertised a contact email of [info@vometalcenter.com](mailto:info@vometalcenter.com), but [vometalcenter.com](http://vometalcenter.com) is no longer an active website or domain, and Shocinski Metals no longer receives emails there. When asked at a deposition whether the email was active or monitored, Mr. Shocinski stated that he did not know.

**K. WILLIAM JOSEPH SHOCINSKI, JR. DIRECTS, CONTROLS, AND OPERATES SHOCINSKI METALS.**

117. Mr. Shocinski personally leases the spaces used by Shocinski Metals’ corporate entities for manufacturing.

118. Shocinski Metals uses heavy equipment, including equipment for lifting metal, cutting metal, and painting metal. Mr. Shocinski owns that equipment personally, simply handing the equipment from one corporate entity off to the next, without any formal transactions taking place.

119. Mr. Shocinski testified that he personally owned most of the heavy equipment, except the fiber laser, for which he pays for each use of the physical equipment. Contrary to his testimony, however, Mr. Shocinski personally entered into a contract for sale for the fiber laser with Bescutter, and he still owes Bescutter nearly \$120,000.

120. The fiber laser and other heavy equipment owned by Mr. Shocinski are integral to Shocinski Metals doing business. Without them, it could not manufacture the metal goods it advertises.

121. Mr. Shocinski testified that he is “the engineer, basically” of the business, he knows “how to fix the lasers,” and he knows “the whole software engineering” necessary for designing and creating the products Shocinski Metals makes. Mr. Shocinski testified that no one else at the business has the education to do that.

122. Mr. Shocinski has exercised personal and close control over the business’s bank account.

123. Mr. Shocinski worked with advertisers to create and post advertisements for the business, including the deceptive or misleading advertising described *supra*.

124. Mr. Shocinski approved ad buys, ad placements, and the content of the business’s websites, including the deceptive or misleading content described *supra*.

125. Mr. Shocinski testified that he administered and operated the businesses' Facebook pages, even when they were registered to other people. Mr. Shocinski testified that he personally removed negative reviews of the businesses, even when those reviews were legitimate.

126. Mr. Shocinski controlled and authorized what consumers, if any, received refunds.

127. Mr. Shocinski testified that he helped "in every position" in the business, including shipping the products.

**COUNT I (All Defendants)**  
**VIOLATIONS OF THE PREVENTION OF CONSUMER FRAUD ACT**

128. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

129. The Prevention of Consumer Fraud Act is included in Minn. Stat. §§ 325F.68 to 325F.70.

130. Minn. Stat. § 325F.69, subd. 1 provides, in part:

The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.<sup>1</sup>

131. The term "merchandise" within the meaning of Minn. Stat. § 325F.69, subd. 1 includes objects, wares, goods, and services including the metal décor products advertised, sold, and shipped by Shocinski Metals.

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<sup>1</sup> Pursuant to 2023 Minnesota Laws chapter 57, article 4, section 16, the prohibited conduct of "unfair or unconscionable" practices was added to Minnesota Statutes section 325F.69, subdivision 1 and took effect August 1, 2023. The relevant time for the State's claim under Count I for unfair or unconscionable practices pursuant to Minnesota Statutes section 325F.69, subdivision 1 began on August 1, 2023, and continues through the present.

132. The term “person” includes “any natural person or a legal representative, partnership, corporation, company, trust, business entity, or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que trust thereof.” Minn. Stat. § 325F.68, subd. 3. All defendants in this case are “persons” within the meaning of the statute.

133. Shocinski Metals has repeatedly violated Minn. Stat. § 325F.69, subd. 1 by engaging in fraud, engaging consumers under false pretenses, making false promises and misrepresentations, making misleading statements, and engaging in deceptive practices, as described in this complaint, in connection with the sale of merchandise. Such practices include, but are not limited to:

- a. Advertising that consumer purchases would benefit local youth charity, when Shocinski Metals did not contribute to local youth charities;
- b. Displaying an image for Today’s Harbor for Children, implying some connection to the charity, or implying that Shocinski Metals would donate portions of sales to Today’s Harbor for Children, when no connection has existed and Shocinski Metals has made no such donations;
- c. Advertising a 30-day money-back guarantee, when Shocinski Metals’ actual refund policy, posted elsewhere on its websites, was significantly more restrictive;
- d. Advertising a deceptive and misleading return or refund policy;
- e. Engaging in misleading or deceptive communications with consumers;
- f. Advertising deceptive and misleading delivery promises and shipping policies that were contradictory and, in any case, neither accurate nor honored;
- g. Failing to deliver products for which consumer had paid money;
- h. Deleting and hiding from public view accurate negative reviews;



- i. Changing company names to lead consumers and other entities into believing that Shocinski Metals was a new company, when, in fact, it was the same entity engaged in the same deceptive business practices;
- j. Advertising warranties that were not honored, and places of geographic origin that were incorrect;
- k. Delivering damaged or incorrect products;
- l. Failing to provide consumer refunds when products were not delivered, or when damaged or incorrect products were delivered; and
- m. Using product designs and website designs so identical to competing companies' as to create consumer confusion regarding affiliation between the companies.

134. Due to the deceptive, fraudulent, misleading, and unfair conduct described in this Complaint, consumers have made payments to Shocinski Metals for goods that were never received or for which they otherwise would not have purchased, thereby causing harm to those consumers. There is a causal nexus between these injuries to consumers and the wrongful conduct that Shocinski Metals has engaged in that violates Minnesota Statutes section 325F.69, subdivision 1.

135. Defendant Mr. Shocinski is liable in his individual capacity for violations of Minnesota Statutes section 325F.69, subdivision 1. As sole owner and manager of Shocinski Metals, Mr. Shocinski retained ultimate direction and control of Shocinski Metals' business practices. Mr. Shocinski was personally responsible for and participated in the deceptive, fraudulent, misleading, and unfair conduct described in this Complaint. Ultimately, Mr. Shocinski personally directed, controlled, participated in, acquiesced to and knew, or should have known about and prevented and/or derived financial benefit from Shocinski Metals' conduct in violation of Minnesota Statutes section 325F.69, subdivision 1.

136. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325F.69, subd. 1.

**COUNT II (All Defendants)**  
**VIOLATIONS OF THE UNIFORM DECEPTIVE TRADE PRACTICES ACT**

137. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

138. The uniform Deceptive Trade Practices Act is found at Minn. Stat. §§ 325D.43 to 325D.48.

139. Minn. Stat. § 325D.44, subd. 1 provides in pertinent part:

140. A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

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2) Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

3) Causes likelihood of confusion or of misunderstanding as to affiliation connection or association with, or certification by another;

4) Uses deceptive representations or designations of geographic origin in connection with goods or services;

5) Represents goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;

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7) Represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are another;

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9) Advertises goods or services with intent not to sell them as advertised;

10) Advertises goods or services with intent not to supply reasonably expected public demand, unless the advertisement discloses a limitation of quantity;

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13) engages in (i) unfair methods of competition, or (ii) unfair or unconscionable acts or practices;<sup>2</sup> or

14) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.<sup>3</sup>

141. In the course of its business, vocation, or occupation, Shocinski Metals has repeatedly violated Minn. Stat. § 325D.44, subdivision 1 by engaging in the deceptive, fraudulent, unfair, and unconscionable conduct described in this Complaint. These practices include, but are not limited to:

- a. Advertising that consumer purchases would benefit local youth charity, when Shocinski Metals did not contribute to local youth charities;
- b. Displaying an image for Today's Harbor for Children, implying some connection to the charity, or implying that Shocinski Metals would donate portions of sales to Today's Harbor for Children, when no connection has existed and Shocinski Metals has made no such donations;
- c. Advertising a 30-day money-back guarantee, when Shocinski Metals' actual refund policy, posted elsewhere on its websites, was significantly more restrictive;

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<sup>2</sup> Pursuant to 2023 Minnesota Laws, chapter 57, article 4, section 6 (codified at Minn. Stat. § 325D.44, subd. 1(13)), took effect on August 1, 2023. The relevant time for the State's claim under Count II for unfair or unconscionable acts or practices pursuant to Minnesota Statutes section 325D.44, subdivision 1(13) began on August 1, 2023, and continues through the present.

<sup>3</sup> Pursuant to 2023 Minnesota Laws chapter 57, article 4, section 6, Minnesota Statutes section 325D.44, subdivision 1(13) has been re-codified as Minnesota Statutes section 325D.44, subdivision 1(14). For simplicity, the State refers to this provision as Minnesota Statutes section 325D.44, subdivision 1(14), though this provision has been in effect for the full relevant time period and continues through the present.

- d. Advertising a deceptive and misleading return or refund policy;
- e. Engaging in misleading or deceptive communications with consumers;
- f. Advertising deceptive and misleading delivery promises and shipping policies that were contradictory and, in any case, not accurate and not honored;
- g. Failing to deliver products for which consumer had paid money;
- h. Deleting and hiding accurate negative reviews;
- i. Changing company names to lead consumers and other entities into believing that Shocinski Metals was a new company when, in fact, it was the same entity engaged in the same deceptive business practices;
- j. Advertising warranties that were not honored, and places of geographic origin that were incorrect;
- k. Delivering damaged or incorrect products;
- l. Failing to provide consumer refunds when products were not delivered, or when damaged or incorrect products were delivered; and
- m. Using product designs and website designs so identical to competing companies' as to create consumer confusion regarding affiliation between the companies.

142. Due to the deceptive, fraudulent, misleading, and unfair conduct described in this Complaint, consumers have made payments to Shocinski Metals for goods that were never received or for which they otherwise would not have purchased, thereby causing harm to those consumers. There is a causal nexus between these injuries to consumers and the wrongful conduct that Shocinski Metals has engaged in that violates Minnesota Statutes section 325D.44, subdivision 1.

143. Defendant Mr. Shocinski is liable in his individual capacity for violations of Minnesota Statutes section 325D.44, subdivision 1. As sole owner and manager of Shocinski Metals, Mr. Shocinski retained ultimate direction and control of Shocinski Metals' business

practices. Mr. Shocinski was personally responsible for and participated in the deceptive, fraudulent, misleading, and unfair conduct described in this Complaint. Ultimately, Mr. Shocinski personally directed, controlled, participated in, acquiesced to and knew, or should have known about and prevented and/or derived financial benefit from Shocinski Metals' conduct in violation of Minnesota Statutes section 325F.69, subdivision 1.

144. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325D.44, subd. 1.

### **COUNT III (All Defendants)**

#### **VIOLATIONS OF FALSE STATEMENT IN ADVERTISEMENT**

145. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

146. Minn. Stat. § 325F.67 provides, in pertinent part:

Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered by such person, firm, corporation, or association, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or any interest therein, makes, publishes, disseminates, circulates, or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, for use, consumption, purchase, or sale, which advertisement contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such.

147. Shocinski Metals' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325F.67. Such practices include, but are not limited to:

- a. Advertising that consumer purchases would benefit local youth charity, when Shocinski Metals did not contribute to local youth charities;
- b. Displaying an image for Today's Harbor for Children, implying some connection to the charity, or implying that Shocinski Metals would donate portions of sales to Today's Harbor for Children, when no connection has existed and Shocinski Metals has made no such donations;
- c. Advertising a 30-day money-back guarantee, when Shocinski Metals' actual refund policy, posted elsewhere on its websites, has been significantly more restrictive;
- d. Advertising delivery and shipping times that were not accurate;
- e. Changing company names to lead consumers and other entities into believing that Shocinski Metals was a new company, when it was the same company operating identically to its prior iterations; and
- f. Advertising warranties that were not honored, and places and types of origin that were incorrect.

148. Due to the deceptive and fraudulent conduct described in this Complaint, consumers have made payments to Shocinski Metals for goods that were never received or for which they otherwise would not have purchased, thereby causing harm to those consumers. There is a causal nexus between these injuries to consumers and the wrongful conduct that Shocinski Metals has engaged in that violates Minnesota Statutes section 325F.67.

149. Defendant Mr. Shocinski is liable in his individual capacity for violations of Minnesota Statutes section 325F.67. As sole owner and manager of Shocinski Metals, Mr. Shocinski retained ultimate direction and control of Shocinski Metals' business practices. Mr. Shocinski was personally responsible for and participated in the deceptive, fraudulent, misleading, and false conduct described in this Complaint. Ultimately, Mr. Shocinski personally directed, controlled, participated in, acquiesced to and knew, or should have known about and prevented

and/or derived financial benefit from Shocinski Metals' conduct in violation of Minnesota Statutes section 325F.67.

150. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325F.67.

**COUNT IV (All Defendants)  
UNJUST ENRICHMENT**

151. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

152. A cause for unjust enrichment arises where a benefit is conferred upon a defendant who knowingly accepts it and who retains it under such circumstances that it would be inequitable for the defendant to keep it.

153. For the purposes of an unjust enrichment claim, a benefit is conferred upon another when one gives possession of money to the other or where one has extracted a benefit from another by fraud, conversion, or similar conduct.

154. Minnesota consumers conferred benefits on Shocinski Metals by providing Shocinski Metals with money, directly or indirectly, based on deceptive and misleading advertisements, statements, and representations; or by providing Shocinski Metals with money in exchange for products that Shocinski Metals either did not deliver or delivered damaged or misspelled.

155. Shocinski Metals knowingly accepted such benefits from Minnesota consumers.

156. Shocinski Metals' acceptance and retention of such benefits under the circumstances described would be unjust and inequitable.

157. Shocinski Metals' conduct constitutes unjust enrichment under Minnesota common law, for which, as a matter of equity, they should not derive any gain and/or Minnesota consumers should be made whole.

158. Pursuant to the common law pertaining to unjust enrichment and the State's inherent *parens patriae* authority, the State is entitled to injunctive relief, disgorgement, and/or restitution, and other legal and/or equitable relief for Shocinski Metals' conduct resulting in unjust enrichment.

### **PRAYER FOR RELIEF**

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendants, jointly and severally, as follows:

1. Declaring that Defendants' actions, as set forth above, constitute multiple separate violations of Minn. Stat. sections 325F.69, subd. 1; 325D.44, subd. 1; and 325F.67;
2. Declaring that Defendants' actions, as set forth above, constitute actions that unjustly enriched Defendants at the expense of Minnesota consumers;
3. Enjoining Defendants and their employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parents or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from engaging in conduct described herein or violating in any other way Minn. Stat. sections 325F.69, subd. 1; 325D.44, subd. 1; and 325F.67;
4. Awarding judgment against Defendants for disgorgement and/or restitution under the *parens patriae* doctrine, the general equitable powers of this court, Minnesota Statutes section 8.31, and any other authority, for all persons harmed by the Defendants' actions described in this Complaint;



5. Awarding judgment against the Defendants for civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota law;

6. Awarding Plaintiff its costs, including costs of investigation and attorney fees, as authorized by Minnesota Statutes section 8.31, subdivision 3a; and

7. Granting such further relief as provided by law and/or as the Court deems appropriate and just.

Dated: June 10, 2024

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota

/s/ *Noah Lewellen*

NOAH LEWELLEN  
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ATTORNEYS FOR STATE OF MINNESOTA

#### **MINN. STAT. § 549.211 ACKNOWLEDGMENT**

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

/s/ *Noah Lewellen*

NOAH LEWELLEN