

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
ALLAN GULLIFORD	)	COMPLAINT AND REQUEST FOR
DBA PERFECT INGROUND POOL,	)	DECLARATORY JUDGMENT, ,
17825 Lakeshore Blvd. Apt. 207	)	RESTITUTION, INJUNCTIVE RELIEF,
Cleveland, OH 44119	)	CIVIL PENALTIES, AND OTHER
	)	APPROPRIATE RELIEF
Defendant.	)	

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**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 R.C. 1345.01 *et seq.*
  
2. The actions of Allan Gulliford ("Defendant"), hereinafter described, have occurred in Lake and other counties in the State of Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01, *et seq.*
  
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Franklin County is one of the counties in which Defendant conducted activity that gave rise to the claims for relief.

**DEFENDANT**

5. Defendant Allan Gulliford is a natural person residing at 17825 Lakeshore Blvd. Apt 207, Cleveland, 44119.
6. At all times relevant to this action, Defendant represented that he would provide home outdoor pool construction services under the business name Perfect Inground Pool.
7. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for his pool construction services for a fee, within the meaning of R.C. 1345.01(A).

**STATEMENT OF FACTS**

8. Defendant engaged in the business of offering and providing home pool construction services under the fictitious name Perfect Inground Pool.
9. Defendant solicited and sold home pool construction goods and services at the residences of buyers.
10. Defendant engaged in the business of providing goods and services to consumers, including home pool construction services, and failed to deliver some of those services within eight weeks.

11. Defendant accepted monetary deposits from consumers for the purchase of home pool construction goods and services and failed to deliver those goods and services and has refused to refund consumers' deposits or payments.
12. Defendant represented to consumers that he would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
13. Defendant performed substandard, shoddy, and incomplete work when he provided home pool construction services.
14. After receiving payment, Defendant would sometimes begin to provide contracted services, and then fail to complete the work.
15. Defendant's failure to perform home improvement services and his improper performance of contracted services in a substandard, shoddy or incomplete manner has resulted in harm to consumers and required that consumers pay additional money to have Defendant's work corrected and/or to complete the work Defendant was supposed to do.
16. Defendant continued to solicit new consumer transactions without satisfying unpaid consumer judgments rendered against him by various courts in Ohio, in violation of the CSPA, R.C. 1345.01 et seq.

**PLAINTIFF'S CAUSE OF ACTION:**

**VIOLATIONS OF THE CSPA**  
**COUNT I- FAILURE TO DELIVER**

17. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-16 of this Complaint.

18. Defendant committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, 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.

**COUNT II – PERFORMING SUBSTANDARD / SHODDY WORK**

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-18 of this Complaint.
20. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
21. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

**COUNT III – SOLICITING NEW CONSUMER TRANSACTIONS AFTER  
FAILING TO PAY JUDGMENTS ARISING FROM CONSUMER  
TRANSACTIONS**

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-21 of this Complaint.
23. Defendant has had multiple judgments rendered against him in various Northeast Ohio courts, arising from consumer transactions and totaling over Forty Thousand Dollars, yet

Defendant has continued to solicit new consumer transactions without satisfying those judgments in full.

24. The act or practice described above has been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant 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** that each act or practice complained of herein violates the CSPA and its Substantive Rules in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION** enjoining Defendant, his agents, employees, successors or assigns, and all persons acting in concert and participation with him, 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 the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules.
- C. **ORDER** Defendant, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- D. **ASSESS, FINE AND IMPOSE** upon Defendant a civil penalty of up to \$25,000 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).

- E. **ISSUE AN INJUNCTION** prohibiting Defendant from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation in addition to all current unpaid judgments against him stemming from violations of the CSPA, R.C. 1345.01 et. seq.
- F. **GRANT** Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. **ORDER** Defendant to pay all court costs associated with this matter.
- H. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General



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