

IN THE COURT OF COMMON PLEAS  
SUMMIT 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.	)	
	)	
TUNE SQUAD ENTERTAINMENT, LLC,	)	COMPLAINT AND REQUEST FOR
c/o Adam Shearer, Statutory Agent	)	DECLARATORY JUDGMENT,
227 Yager Road	)	INJUNCTIVE RELIEF, CONSUMER
New Franklin, OH 44216	)	RESTITUTION, CIVIL PENALTIES,
	)	AND OTHER APPROPRIATE RELIEF
and	)	
	)	
ADAM M. SHEARER	)	
339 Athens Way, Apartment 402	)	
Nashville, TN 37225	)	
	)	
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 Tune Squad Entertainment, LLC and Adam M. Shearer, individually and doing business as Tune Squad Entertainment, LLC (“Defendants”), hereinafter described, have occurred in Summit County and other counties in the State of Ohio and, as set forth below, are

in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *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 Summit County is the county where Defendants conducted activity that gave rise to the claims for relief.

### **DEFENDANTS**

5. Defendant Adam M. Shearer is a natural person residing at 339 Athens Way, Apartment 402, Nashville, Tennessee 37225.
6. Defendant Tune Squad Entertainment, LLC (“Tune Squad”) is a limited liability company registered with the Ohio Secretary of State on September 29, 2020. Defendant Shearer is listed as the Statutory Agent.
7. Defendants are “suppliers,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for a service, including disc jockey and entertainment services, for purposes that were primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).
8. Defendant Shearer at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Tune Squad causing, personally participating in, or ratifying the acts and practices of Defendant Tune Squad including the conduct giving rise to the violations described herein.

### **STATEMENT OF FACTS**

9. Defendants' business operated out of Defendant Shearer's Ohio home at 227 Yager Road, New Franklin, Ohio 44216.
10. Defendants provided entertainment services to consumers, including disc jockey services.
11. Defendants entered into contracts with consumers to provide disc jockey services.
12. Defendants accepted down payments for disc jockey services.
13. Defendants represented to consumers that they would provide the ordered services at a certain date and time and then failed to provide such services at the time promised, if at all.
14. Defendants represented to consumers that certain contracted for services would be provided and then failed to provide such services.
15. After receiving a down payment or deposit, Defendants sometimes failed to deliver the services at all.
16. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
17. In some instances, Defendants have offered to issue a refund of consumers' deposits and then failed to do so.
18. Defendants' failure to perform contracted disc jockey services at all or perform disc jockey services as contracted for has resulted in harm to consumers.

**PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**COUNT 1 - FAILURE TO DELIVER**

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
20. Defendants 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 services and then permitting eight weeks to elapse without making delivery of 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 services of equal or greater value as a good faith substitute.

**COUNT 2 – MISREPRESENTATION**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
22. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds or representing to consumers that Defendants would provide refunds and then failing to do so.
23. 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

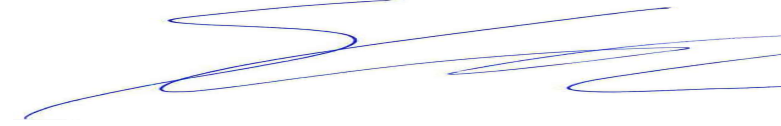
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, OAC 109:4-3-01 *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 the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, OAC 109:4-3-01 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants 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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