

**IN THE COURT OF COMMON PLEAS  
LAKE 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.	)	
	)	
CHRISTOPHER L. SULLIVAN	)	COMPLAINT AND REQUEST FOR
6277 Tall Oaks Drive	)	DECLARATORY JUDGMENT,
Mentor, OH 44060	)	INJUNCTIVE RELIEF, CONSUMER
	)	RESTITUTION, CIVIL PENALTIES,
and	)	AND OTHER APPROPRIATE RELIEF
	)	
BUYSMART HOME IMPROVEMENTS,	)	
LLC	)	
c/o Christopher L. Sullivan, Registered Agent	)	
6277 Tall Oaks Drive	)	
Mentor, OH 44060	)	
	)	
Defendants.	)	

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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 the Consumer Sales Practices Act, (“CSPA”) R.C. 1345.01 *et seq.*
2. The actions of Christopher L. Sullivan (“Sullivan”) and BuySmart Home Improvements, LLC (“BuySmart”) (collectively “Defendants”), hereinafter described, have occurred in Lake

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.* and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *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)(1) and (C)(2) in that Lake County is the county where Defendant Sullivan resides and where Defendants BuySmart is located.

### **DEFENDANTS**

5. Defendant Christopher L. Sullivan is a natural person residing at 6277 Tall Oaks Drive, Mentor, OH 44060.
6. Defendant BuySmart Home Improvements, LLC is a limited liability company registered with the Ohio Secretary of State on August 30, 2021. Defendant Sullivan is the Statutory Agent.
7. Defendants are “suppliers,” as they engage in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement services, including roof replacements, for purposes that are primarily for personal, family, or household use, as those terms are defined by R.C. 1345.01(A), (C), and (D).
8. Defendant Sullivan, at all times pertinent hereto, controlled and directed the business activities and sales conduct of Defendant BuySmart causing, personally participating in, or ratifying the acts and practices of Defendant BuySmart, including the conduct giving rise to the violations described herein.

9. Defendants are engaged in “home solicitation sales” as a “seller” as those terms are defined in the HSSA, R.C. 1345.21, as they make personal solicitations of their sales at the residences of buyers, within the meaning of R.C. 1345.21(A), (C), and (D).

### **STATEMENT OF FACTS**

10. Defendants solicit, sell, and install home improvement goods and services, including roof replacements, to consumers, .
11. Defendants’ business operates out of Defendant Sullivan’s home at 6277 Tall Oaks Drive, Mentor, OH 44060.
12. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
13. Defendants represent to consumers that they will undertake and complete various construction services and, in some instances, failed to deliver the contracted for services within eight weeks.
14. Defendants enter into contracts with consumers to provide roof replacements.
15. Defendants require consumers to make a down payment for their goods and services at the time they enter into the sales contract.
16. After receiving a down payment, Defendants sometimes failed to deliver the product at all.
17. Sometimes, Defendants failed to refund consumers’ deposits or payments despite consumers’ requests for refunds.
18. At the time of the transactions, Defendants fail to notify consumers of their rights to cancel the transactions and fail to provide consumers with notices of cancellation forms describing the consumers’ rights to cancel the transactions.

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

**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.

**PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA**

**FAILURE TO OFFER THREE DAY RIGHT TO CANCEL**

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 deception acts or practices in violation of the CSPA, R.C. 1345.02(A) and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.
23. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01, et seq and the HSSA, R.C. 1345.23. 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.*, its Substantive Rules, OAC 109:4-3-01 *et seq.* and the HSSA, R.C. 1345.21 *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.* and the HSSA, R.C. 1345.21 *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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