

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

|  |   |                                  |
|--|---|----------------------------------|
| STATE OF OHIO ex rel.                  | ) |                                  |
| ATTORNEY GENERAL                       | ) | CASE NO.                         |
| DAVE YOST                              | ) |                                  |
| 30 E. Broad Street, 14th Floor         | ) | JUDGE                            |
| Columbus, Ohio 43215                   | ) |                                  |
|  | ) |                                  |
| Plaintiff,                             | ) |                                  |
|  | ) |                                  |
| v.                                     | ) | <b>COMPLAINT AND REQUEST FOR</b> |
|  | ) | <b>DECLARATORY JUDGMENT,</b>     |
| IDEA BUYER, LLC                        | ) | <b>INJUNCTIVE RELIEF,</b>        |
| 4140 Tuller Rd., #101                  | ) | <b>CONSUMER RESTITUTION, AND</b> |
| Dublin, Ohio 43017                     | ) | <b>CIVIL PENALTIES</b>           |
|  | ) |                                  |
| and                                    | ) |                                  |
|  | ) |                                  |
| ERIC J. CORL                           | ) |                                  |
| Individually and d/b/a Idea Buyer, LLC | ) |                                  |
| 10380 Forest Glen Place                | ) |                                  |
| Powell, Ohio 43065                     | ) |                                  |
|  | ) |                                  |
| Defendants.                            | ) |                                  |

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07.
2. The actions of Defendants Idea Buyer, LLC (“Idea Buyer”) and Eric J. Corl (“Corl”), individually and doing business as Idea Buyer LLC (collectively “Defendants”), have occurred in Ohio, including in Franklin County and, as set forth below, are in violation of

the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code (“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)(2) and (C)(3) because Franklin County is where Defendants’ principal place of business was located and where Defendants conducted some of the activity that gave rise to the claim for relief.

**DEFENDANTS**

5. Defendant Idea Buyer is an Ohio limited liability company.
6. Defendant Idea Buyer’s principal place of business was located at 4140 Tuller Road, #101, Dublin, Ohio 43017.
7. Defendant Corl is a natural person who resides at 10380 Forest Glen Place, Powell, Ohio 43065.
8. Defendant Corl did business using the name Idea Buyer, LLC.
9. Defendant Corl directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Idea Buyer, as described in this Complaint.
10. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly by soliciting and selling services to help consumers develop inventions or innovations for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

**STATEMENT OF FACTS**

11. At all times relevant to this action, Defendants engaged in the business of selling consumer goods or services, including invention or innovation development services, in the State of Ohio, including in Franklin County.
12. Defendants solicited consumers who had ideas for a product or who had already created their own inventions and were seeking help to develop their concept with the goal of ultimately launching their products for sale.
13. Defendants operated the website [www.ideabuyer.com](http://www.ideabuyer.com) and solicited consumers to purchase their services via the internet.
14. Defendants' website marketed Idea Buyer as an "end-to-end development firm" that would assist in "every aspect of the process from concept to retail distribution."
15. Defendants' website represented to consumers that they would provide an array of professional services including Branding & Marketing Materials, Intellectual Property Protection, App Development, Targeted Market Entry & Outreach, 3D Rendering & Package Design, Website Creation, Product Specifications, Prototyping, Manufacturing Quotes, Manufacturing Management, Retail Distribution Management, and Marketing Services.
16. The [ideabuyer.com](http://ideabuyer.com) website displays the logos of major retailers.
17. Defendants told some consumers their innovations and inventions had been specially chosen by Idea Buyer's investors, that Idea Buyer was entering into a partnership with the consumers, and that consumers should sign up fast.
18. Defendants' contracts said that Idea Buyer was also contributing "professional services" listed as being valued at typically upwards of \$15,000 to develop the consumer's

innovation or invention, in exchange for Idea Buyer receiving a certain percentage of the innovation's "net profit."

19. Defendants had consumers sign contracts that expired "at the earlier date of when the selected services have been accomplished, or within 24 months from the execution date."
20. Consumers paid Defendants large up-front payments, typically over \$10,000, via wire transfer and other methods.
21. After consumers paid Defendants, they heard little from Defendants, despite multiple attempts to contact Defendants for status updates.
22. Consumers who were able to reach Defendants after they had signed their contracts and sent their payments heard generic excuses but received little material proof that any work was being done.
23. The services that Defendants did provide to consumers did not have the uses or benefits that Defendants had led consumers to believe they would have.
24. When customers complained to Defendants that they had not received the services they paid for, Defendants pointed to the language in their contracts that said consumers were not guaranteed a financial gain or future profits.
25. Defendants failed to deliver the goods and services to consumers in the time period that was promised.
26. Consumers requested refunds of the money they had paid to consumers, and Defendants refused to provide refunds.
27. Defendants announced in December 2019 that Idea Buyer was shutting down, and consumers have not received refunds for services they paid for and never received.

**CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Seven (1-27) of this Complaint.
29. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services within the promised time period, and failing to provide full refunds.

**Count II – Misrepresentation of the Uses or Benefits of Services**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty-Seven (1-27) of this Complaint.
31. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(B)(1) by representing that the subject of a consumer transaction had sponsorship, approval, performance characteristics, accessories, uses, or benefits that it did not have.
32. 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 Misleading Statements of Opinion**

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Seven (1 – 27) of this Complaint.

34. Defendants committed unconscionable acts or practices in violation of R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by knowingly making misleading statements of opinion on which consumers relied upon to their detriment.
35. Such acts and 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 requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of Defendants.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).

- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in Ohio until such time as they have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

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