



1345.01 et seq., and R.C. 4722.07 of the Home Construction Service Suppliers Act (“HCSSA”), R.C. 4722.01 et seq.

2. The actions described below of Defendant KB Co. Builders, LLC (“KB Co.”), Defendant Christopher Jordan Bazemore (“Bazemore”), and Defendant Jared Kumala (“Kumala”) (collectively, “Defendants”) have occurred in the State of Ohio, including in Delaware County, and, as set forth below, are in violation of the CSPA, R.C. 1345.01 et seq., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HCSSA, R.C. 4722.01 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)(1) and (3), in that Delaware County is where Defendants Bazemore and Kumala reside and where Defendants conducted some of the activity that gave rise to Plaintiff’s claims for relief.

#### **DEFENDANTS**

5. Defendant KB Co. is an Ohio limited liability corporation registered with the Ohio Secretary of State, and its last known principal place of business was located at 7923 Station Street, Columbus, Ohio 43235.
6. Defendant Bazemore is a natural person residing at 546 Crick Stone Drive, Delaware, Ohio 43015.
7. Defendant Kumala is a natural person residing at 8323 Carano Way, Columbus, Ohio 43240.
8. At all times relevant herein, Defendants Bazemore and Kumala each controlled and directed the business activities and sales conduct of Defendant KB Co., causing, personally

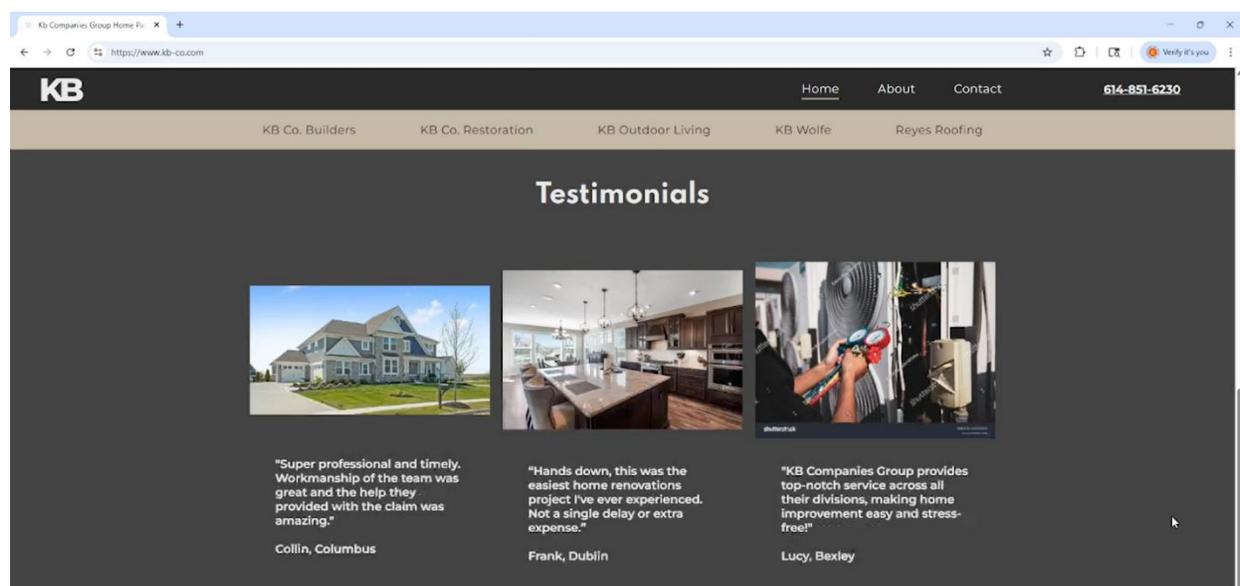
participating in, or ratifying the acts and practices of Defendant KB Co., including the conduct giving rise to the violations described herein.

9. Defendant KB Co.'s acts and practices, described herein, could not have occurred without the personal participation and direction of Defendants Bazemore and Kumala.
10. Within the meanings specified in R.C. 1345.01(A), (C), and (D), in some circumstances Defendants are "suppliers" as Defendants were engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling home improvement goods or services to individual "consumers" for purposes that were primarily personal, family, or household.
11. Within the meanings specified in R.C. 4722.01(B), (D), and (E), in some circumstances Defendants are "home construction service suppliers" as Defendants contracted with "owners" to provide "home construction services," including construction of residential buildings and home remodels for contracted amounts over \$25,000.00, and maintained a general liability insurance policy in an amount of not less than two hundred fifty thousand dollars.

#### **STATEMENT OF FACTS**

12. Defendants solicited consumers, including through their website, for the purchase of Defendants' home improvement goods and services, including general contracting, home additions, and remodeling.

13. Defendants’ website, kb-co.com<sup>1</sup>, included a section with the heading “Testimonials,” which purported to present consumer reviews of the Defendants’ work and associated photos.



14. In fact, none of the photos displayed under the heading “Testimonials” were consumer-submitted photos; rather, two of the photos depicted Defendant Bazemore’s personal residence, and a third was a stock image that contained watermarks identifying it as pulled from the open source image library Shutterstock.
15. Defendants Bazemore and Kumala personally met with consumers to provide them with the estimated cost of their desired project.
16. In some instances, Defendants Bazemore and Kumala prepared, and Defendants entered into, contracts with consumers to provide home improvement goods and services, including interior and exterior repairs and remodels.
17. In some instances, Defendants accepted down payments from consumers for home

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<sup>1</sup> Screenshot of website captured on July 31, 2025.

- improvement goods and services.
18. In some instances, after receiving payments or deposits from consumers for home improvement goods and services, Defendants failed to procure the permits necessary to complete the contracted-for work.
  19. In some instances, Defendants represented to consumers that they would provide the contracted-for home improvement goods and services within an estimated time and then failed to provide such goods and services in the time promised.
  20. In at least one instance, after receiving payment, Defendants provided some of the contracted-for home improvement goods and services but then abandoned the worksite without completing performance.
  21. In some instances, Defendants provided the contracted-for home improvement goods and services, including home improvement remodels, in a shoddy, substandard, unworkmanlike, or incomplete manner and failed to correct such work.
  22. Consumers who did not receive their contracted-for home improvement goods and services requested refunds of their upfront payments from Defendants.
  23. Defendants failed to refund consumers' payments for home improvement goods and services despite consumers' requests for refunds.
  24. In some instances, Defendants Bazemore and Kumala prepared, and Defendants entered into, home construction service contracts with consumers to provide home construction services, including, but not limited to, building home additions and pole barns, as well as extensively remodeling existing structures, for costs greater than \$25,000.
  25. In some instances, the home construction service contracts for Defendants' home construction services failed to include certain required information, including, but not

limited to, a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.

26. Defendants accepted deposits and payments from consumers prior to beginning the contracted-for work on the home construction service contracts. Some consumers paid Defendants a deposit of up to 30% of the contract price.
27. In some instances, after receiving payments or deposits from consumers on home construction service contracts, Defendants failed to procure the permits necessary to complete the contracted-for work.
28. In some instances, Defendants represented to consumers that they would provide the contracted-for work under home construction service contracts within an estimated time and then failed to provide such goods and services in the time promised, if at all.
29. In at least one instance, after receiving payment under a home construction service contract, Defendants provided some of the contracted-for work but then abandoned the worksite without completing performance.
30. In some instances, Defendants provided the contracted-for work under home construction service contracts, in a shoddy, substandard, unworkmanlike, or incomplete manner and failed to correct such work.
31. Consumers who did not receive their contracted-for work under home construction service contracts requested refunds of their upfront payments from Defendants.
32. Defendants failed to refund consumers' payments despite consumers' requests for refunds.
33. Under both home improvement contracts and home construction service contracts, Defendants Bazemore and Kumala personally dealt with consumers. For instance, when consumers were dissatisfied with Defendants' work, consumers communicated their

concerns to Defendants Bazemore and Kumala.

34. Consumers were harmed by Defendants' actions under both home improvement contracts and home construction service contracts.
35. Defendants Bazemore and Kumala repeatedly diverted Defendant KB Co.'s funds for their personal use. For example, Defendants frequently used their business credit cards at luxury restaurants, incurring thousands of dollars of charges. Additionally, Defendant Kumala used his business credit card to finance personal travel.

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

#### **Count 1 – Failure to Deliver Home Improvement Goods and Services**

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
37. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for home improvement goods or services, failing to make full delivery of the promised goods or services, and failing to provide refunds.

#### **Count 2 – Shoddy and Substandard Home Improvement Work**

38. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
39. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by entering into contracts with consumers to provide home improvement goods and services but then providing some of the contracted-for home improvement goods and services in a shoddy, substandard, unworkmanlike, or incomplete manner and then failing to correct such work.

40. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count 3 – Abandoning the Worksite After Partial Performance of Home Improvement Work**

41. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
42. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payment from consumers and beginning home improvement work at consumers' residences but abandoning the worksite and failing or refusing to complete performance of the contracted-for work.
43. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count 4 – False Endorsements**

44. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
45. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by falsely representing, directly or indirectly, expressly or by implication, that photos displayed in the "Testimonial" section of Defendants' website were submitted by consumers and/or associated with consumers' positive reviews.
46. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

**SECOND CAUSE OF ACTION: VIOLATIONS OF THE HCSSA**

**Count 1 – Failure to Provide Home Construction Service Contracts Containing All Statutorily Required Information**

47. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
48. Defendants violated the HCSSA, R.C. 4722.02, by entering into home construction service contracts with owners and not including all of the required information in the contracts, such as a copy of Defendants' certificate of general liability coverage in an amount not less than \$250,000.

**Count 2 – Failure to Deliver Home Construction Services**

49. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
50. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(f), by entering into home construction service contracts with owners, failing to deliver services in accordance with the terms and conditions of the contract, and failing to provide a full refund within a reasonable time period.

**Count 3 – Excessive Down Payment under a Home Construction Service Contract**

51. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
52. Defendants violated the HCSSA, R.C. 4722.04, by taking more than ten percent of the contract price as a down payment before beginning the work required by the home construction service contract.

**Count 4 – Performing Home Construction Services in an Unworkmanlike Manner**

53. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
54. Defendants violated the HCSSA, R.C. 4722.03(A)(3)(d), by entering into home construction service contracts with owners and failing to perform the services in a workmanlike manner.

**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, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 4722.07(A)(2), enjoining Defendants, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the HCSSA, R.C. 4722.01 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- C. 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, Ohio Adm.Code 109:4-

3-01 et seq., in the manner set forth in this Complaint.

- D. DECLARE, pursuant to R.C. 4722.07(A)(1), that each act or practice complained of herein violates the HCSSA, R.C. 4722.01 et seq., in the manner set forth in this Complaint.
- E. ORDER Defendants, pursuant to R.C. 1345.07(B) and R.C. 4722.07(B), to pay damages to all consumers injured by the conduct of Defendants.
- F. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation of the CSPA and the HCSSA pursuant to R.C. 1345.07(D) and 4722.07(D), respectively.
- G. ISSUE AN INJUNCTION prohibiting 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.
- H. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- I. ORDER Defendants to pay all court costs.
- J. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

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