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DEBORAH SMALLEY
CLERK OF COURTS
FAIRFIELD CO. OHIO

IN THE COURT OF COMMON PLEAS OF FAIRFIELD COUNTY, OHIO

State of Ohio, ex rel.)
Attorney General Michael DeWine)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

Senior Solutions of Ohio, Inc.)
9 E. Main Street)
Centerburg, Ohio 43011)

and)

Willis Smith)
599 Terrace Ridge Circle)
Howard, Ohio 43028)

Defendants.)

Case No.

'12 CV 1167

Judge

JUDGE BERENS

**COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
CONSUMER RESTITUTION, AND
CIVIL PENALTY**

JURISDICTION

1. Michael DeWine, Attorney General of Ohio, 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. (the Ohio Consumer Sales Practices Act).

2. The actions of Defendants, hereinafter described, have occurred in the State of Ohio, in Fairfield County and other counties in 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(B)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Fairfield County.

DEFENDANT

5. Defendant Senior Solutions of Ohio, Inc. (“Senior Solutions”) is an Ohio corporation with its principal place of business located at 599 Terrace Ridge Circle, Howard, Ohio 43028.
6. Defendant Willis Smith (“Smith”) is a natural person who resides at 599 Terrace Ridge Circle, Howard, Ohio 43028.
7. Defendant Smith is the owner of Defendant Senior Solutions.
8. Defendant Senior Solutions, as described below, is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant was, at all times relevant herein, engaged in the business of effecting consumer transactions by advertising and selling “Medicaid eligibility” services, including planning services, consulting services, and Medicaid applications services, in Fairfield County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
9. Defendant Smith, as described below, is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant was, at all times relevant herein, engaged in the business of

effecting consumer transactions by advertising and selling “Medicaid eligibility” services, including planning services, consulting services, and Medicaid applications services, in Fairfield County and other counties in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

10. Defendant Smith, by virtue of his position as owner of Defendant Senior Solutions, alone or in conjunction with others, caused, participated in, controlled, directed, ratified and/or ordered the violations of law alleged in this Complaint.

STATEMENT OF FACTS

11. Defendants are and have been at all times relevant to this action engaged in the business of advertising and selling “Medicaid eligibility” services, including planning services, consulting services, and Medicaid applications services.

12. Defendant Smith has represented himself as the main contact for consumers at Defendant Senior Solutions. He has directly communicated with consumers and has personally made promises and statements to consumers regarding the services he would provide to them. Defendant Smith has accepted money directly from consumers, endorsed checks, been the signatory on consumers’ contracts as the representative from Defendant Senior Solutions, and has received complaints from consumers.

13. Defendant Smith’s email address is will.smith@senior-solutions-of-ohio.com. Defendant Smith used this email address to communicate directly with consumers.

14. At the top of Defendants’ Fees, Services and Policy document (Exhibit A) that is given to consumers to sign, the Defendants state that they are “Medicaid Eligibility Specialists and Authorized Representatives.”

15. On the Assignment of Authorized Representative and Authority to Release Records that is given to consumers to sign (Exhibit B), the Defendants promised to represent consumers in matters related to the application of Medicaid benefits including but not limited to all matters associated with financial institutions, banks, brokerage firms, insurance companies, social security, Medicare, and Veterans' Benefits.
16. Defendants represented to consumers that they provided assistance with nursing home Medicaid applications and that they were a referral source for long term care planning, estate planning, and Veterans' Benefits.
17. The Defendants made statements and promises to consumers that services would be performed and that paperwork would be filed on certain dates when such in fact was not true. Consumers relied upon this false information to their detriment.
18. The Defendants charged consumers fees of \$3,500.00 to \$4,500.00 for their services.
19. Consumers made their checks to the Defendants payable to both Senior Solutions of Ohio and Willis C. Smith. (See Exhibits C and D). Upon information and belief, both checks were endorsed by Willis Smith.
20. Despite dozens of calls, voicemail messages, and emails from consumers who paid the Defendants for services, after taking their money the Defendants were completely unresponsive to these consumers and provided little to no services.
21. Defendants accepted payments from consumers for the purchase of the Defendants' services, failed to deliver the services for which consumers paid, and failed to refund the payments.

PLAINTIFF'S CAUSES OF ACTION

COUNT I
FAILURE TO DELIVER

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-One (1-21) of this Complaint.
23. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Failure to Deliver Rule, Ohio Administrative Code Sections 109:4-3-09(A)(2)(a) and 109:4-3-09(A)(2)(b), by accepting substantial payments from consumers for Medicaid eligibility services and other services, then permitting eight weeks to elapse without making shipment or delivery of the services ordered or making a full refund.
24. 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 II
UNCONSCIONABLE ACTS OR PRACTICES

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Four (1-24) of this Complaint.
26. Defendants committed unconscionable acts and practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3) by knowing at the time the consumer transaction was entered into of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
27. 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 ACTS OR PRACTICES

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 have committed unconscionable acts or practices in violation of R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(5) by requiring the consumers to enter into a consumer transaction on terms the supplier knew were substantially one-sided in favor of the supplier.
30. 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).

COUNT IV
UNCONSCIONABLE ACTS AND PRACTICES

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
32. Defendants have 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 the consumers were likely to rely to the consumers' detriment.
33. 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

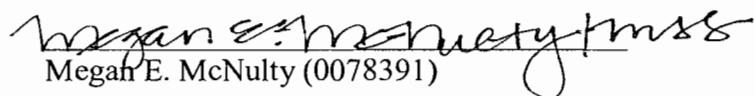
WHEREFORE, Plaintiff respectfully prays that this Court:

1. DECLARE that each act or practice complained of herein violates the CSPA and the Ohio Administrative Code in the manner set forth in the Complaint.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendant Senior Solutions and Defendant Smith and their agents, servants, representatives, salespeople, employees, independent contractors, successors and 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.
3. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants from engaging in business as suppliers in any consumer transactions in the State of Ohio until all sums due under all judgments are paid in full, whether those judgments are issued by this Court or any other court against Defendants in favor of consumers who were harmed as a result of the Defendants' violations of the CSPA.
4. GRANT A JUDGMENT against Defendants, to be owed jointly and severally by Defendants, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendants and never received the services contracted for and never received a refund of the money they paid to the Defendants.
5. ASSESS, FINE, and IMPOSE upon EACH of the Defendants a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).

6. ORDER Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, to maintain in their possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendants' advertisement and sale of "Medicaid eligibility," Veterans' Benefits, and related services.
7. ORDER Defendants to cooperate with the Ohio Attorney General or his representative by providing the Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
8. GRANT the Ohio Attorney General his costs in bringing this action.
9. ORDER Defendants to pay all court costs, to be owed jointly and severally by the Defendants.
10. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio



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Counsel for Plaintiff, State of Ohio



*Medicaid Eligibility Specialists and
Authorized Representatives*

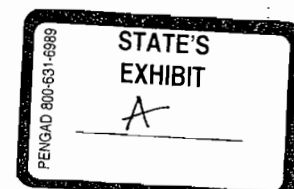
599 Terrace Ridge Circle
Howard, Ohio 43028

Senior-Solutions-Of-Ohio.com
(740) 501-8965

**FEES, SERVICES AND POLICY
FOR
MEDICAID PLANNING AND APPLICATION
AS AN AUTHORIZED REPRESENTATIVE**

1. Medicaid eligibility is a concern that is not always considered immediate. The fee arrangement allows for the planning and consulting services as well as Medicaid application services. The fee for the planning, consulting and Medicaid application services is \$ 4,500.00. The fee is payable in advance at the onset of services. The fee is a one-time fee for all services described below. It is not an advance based on an hourly service and is **non-refundable** once the services have started.
2. The client is fully aware that Senior Solutions of Ohio **is not a legal service company** and the **employees are not Attorneys**. All legal services must be completed by an Attorney of the clients choosing and at a separate expense. Senior Solutions of Ohio may only recommend non-legal services and strongly encourages the use of Licensed Attorneys to complete legal recommendations and work.
3. Planning and Consulting shall consist of:
 - 3.1. On site collection of data and documents. (this may be done in multiple meetings)
 - 3.2. Analysis of current financial and Medicaid status.
 - 3.3. Written evaluation and explanation of current status.
 - 3.4. Review of Financial and Medicaid expectations
 - 3.5. Recommendations of changes to meet expectations.
 - 3.6. Periodic reviews to keep up to date. (Annual or Bi-annual)
4. Medicaid application, authorized representation shall consist of the following items to be performed:
 - 4.1. On site collection of all data and documents.
 - 4.2. Preparation of data package for Resource Assessment at the County Department of Job and Family Services.
 - 4.3. Representation at Medicaid Resource Assessment at the County Department of Job and Family Services.
 - 4.4. Representation at the Medicaid application with the County Department of Job and Family Services.

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Provides assistance with nursing home Medicaid applications.
A referral source for long term care planning, estate planning and Veterans Benefits.



- 4.5. Subsequent client meetings.
 - 4.6. Subsequent client phone calls and all other communications associated with the case.
 - 4.7. All copying and mailing costs.
5. The client understands that the above fee will typically cover all ordinary costs associated with Medicaid planning and Medicaid applications, including State Hearings and Administrative Appeals. Extraordinary costs are not covered. If any additional extraordinary costs are to be incurred, you will be immediately notified of the possibility of such costs, in advance, and you will have the right to discontinue services at that time with no further charges. The client also understands the fee does not guarantee Medicaid eligibility but is a fee for planning services and to assist with the application process for eligibility at the earliest possible time.
- 5.1. Examples of extraordinary cost include:
- 5.1.1. Legal Documents (must be completed by Attorney)
 - 5.1.2. Appraisals of assets
 - 5.1.3. Costs associated with surrender or changing assets allocation
 - 5.1.4. Taxes
 - 5.1.5. Surrender charges
- (The example list is not all inclusive or exclusive.)*
6. The above fees do not include appeals to the Court of Common Pleas or higher. If an appeal to the Court of Common Pleas were desired, an attorney will be recommended and the attorney's fees will be your responsibility. An appeal to the Court of Common Pleas is optional on your part.
7. In lieu of a written request, the client hereby consents to the disclosure of client information to appropriate family members and third parties. You are aware that information is confidential and will be safeguarded. Allied or related professionals such as Attorneys, CPAs, insurance professionals, and financial advisors may be consulted to provide solutions to your needs. You may specifically request in writing that any confidential information provided not be disclosed to any other specific individual. The client realizes that this requirement may negatively impact the ability to provide proper Medicaid representation. In lieu of such a written request, it will be assumed that you do not object to the release of confidential information to other family members or other professionals who are required to assist in the Medicaid application.
8. You are also aware that you may need independent legal counsel to complete any legal changes or to consult regarding any legal matters. You will be responsible for any fees associated with the involvement of independent legal counsel. Any recommendations or suggestions given as part of the Medicaid application representation are not to be construed as legal recommendations. If legal advice is desired, legal counsel should be consulted.

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- 9. Certain responsibilities are expected from you and/or family and friends related to the authorized representation. The requirements are cooperation, honesty, open communication, information provided in a timely fashion and full disclosure. In addition any falsification, deliberate withholding of information and/or illegal or inappropriate actions which would compromise the ability of the Authorized Representative to represent the client, will result in the termination of services to you.

- 10. You will be required to execute an "assignment of authorized representative and authority to release record" in order to verify representation and allow for the collection of information associated with the Medicaid application. The "assignment of authorized representative and authority to release record" is not a Power-of-Attorney and is not intended to substitute for the family's responsibility of providing information.

George E. McDonald Jr. 5/18/11
Name Date

W. L. Smith 5/18/2011
Name Date