

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	
MICHAEL DEWINE)	CASE NO.
Attorney General of Ohio)	
30 East Broad Street, 14th Floor)	JUDGE
Columbus, Ohio 43215)	
)	
Plaintiff,)	<u>COMPLAINT AND REQUEST</u>
)	<u>FOR INJUNCTIVE AND</u>
v.)	<u>DECLARATORY RELIEF,</u>
)	<u>CONSUMER RESTITUTION,</u>
GIVITON, LLC)	<u>AND CIVIL PENALTIES</u>
c/o Internet Statutory Agent, Inc.)	
8824 Commerce Loop Drive)	
Columbus, Ohio 43240)	
)	
Defendant.)	

JURISDICTION

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, having reasonable cause to believe that violations of Ohio’s consumer 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. 1345.07.
2. The actions of Defendant, as described below, have occurred 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, OAC 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 (B)(2) in that Franklin County is the location in which Defendant Giviton, LLC had its principal place of

business and Ohio Civ. R. 3 (B)(3) in that Franklin County is the location where Defendant Giviton, LLC conducted activity that gave rise to the claim for relief.

THE DEFENDANT

5. Defendant Giviton, LLC (“Giviton”) is a limited liability company with a principal place of business located at 2825 Jeanne Court, Lewis Center, Ohio 43035 and a statutory agent, Internet Statutory Agent, Inc., located at 8824 Commerce Loop Drive, Columbus, Ohio.
6. Defendant Giviton, 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 using the internet to advertise and sell vouchers to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

7. At all times relevant to this action, Defendant Giviton has engaged in the selling of consumer goods or services, specifically vouchers, for local businesses to consumers.
8. Defendant Giviton operated and sold vouchers for local businesses on its website, www.giviton.com.
9. Defendant Giviton entered into transactions with consumers on its website by allowing consumers to select and make full payments for vouchers for local businesses.
10. Once consumers provided payment to Defendant Giviton for vouchers, they were accessible on www.giviton.com.
11. In some instances, consumers paid in full for vouchers but could not access them on www.giviton.com.

12. In some instances, consumers could not have their vouchers honored by the local businesses because of disputes between Defendant Giviton and the local businesses.
13. Many consumers requested a refund from Defendant Giviton.
14. Defendant Giviton often promised to provide refunds, but failed to actually refund the consumers.
15. All facts alleged above have routinely occurred in the two years prior to this lawsuit.

PLAINTIFF'S FIRST CAUSE OF ACTION:
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT ONE
FAILURE TO DELIVER VIOLATION

16. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs one through fifteen (1-15) of this Complaint.
17. Defendant committed unfair or deceptive acts or practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, OAC 109:4-3-09(A)(2), by accepting money from consumers for goods, specifically vouchers, and permitting eight weeks to elapse without delivering the promised goods or making a full refund.

PRAYER FOR RELIEF

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

- A. ISSUE a permanent injunction enjoining Defendant Giviton, LLC doing business under its name or any other names, its agents, representatives, salesmen, employees, successors, or assigns, and all persons acting in concert and participation with it, directly or indirectly, from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, OAC 109:4-3-01 et

seq., including, but not limited to, violations of the specific code sections and rules set forth herein.

- B. DECLARE that each act or practice complained of herein violates the CSPA and its Substantive Rules in the manner set forth in this Complaint.
- C. ASSESS, FINE, AND IMPOSE upon Defendant a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- D. ORDER Defendant to pay all actual damages, including non-economic damages, to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- E. ISSUE an Injunction prohibiting Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as it has satisfied all monetary obligations ordered by this Court, and any other Court in Ohio, in connection with a consumer transaction.
- F. GRANT the Ohio Attorney General his costs in bringing this action.
- G. ORDER Defendant to pay all court costs.
- H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Brittany M. Steele

BRITTANY M. STEELE (0089188)
Assistant Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-9529
(866) 566-7358 (fax)
brittany.steele@ohioattorneygeneral.gov

Counsel for Plaintiff