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IN THE COURT OF COMMON PLEAS OF SANDUSKY COUNTY, OHIO

STATE OF OHIO ex rel.)
Ohio Attorney General Michael DeWine)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

Buckeye Impact Group, LLC)
128 S. Main Street)
Clyde, Ohio 43410)

and)

Premier Design Group, LLC)
384 W. Market Street)
Tiffin, Ohio)

Defendants.)

CASE NO. 17CV17

JUDGE Judge John P. Dewey

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

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JURISDICTION AND VENUE

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. 1345.07.
2. The actions of Defendants, hereinafter described, have occurred in Sandusky County, Ohio and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq., the Telephone Solicitation Sales Act ("TSSA"), R.C. 4719.01 et seq., and R.C. 109.87.

3. The actions of the Defendant as set forth below are in violation of the Telephone Consumer Protection Act (“TCPA,”) 47 United States Code Service (“U.S.C.S.”) 227 and 47 Code of Federal Regulations (“C.F.R.”) 64.1200. Attorney General Michael DeWine brings this action for violations of the federal TCPA in state court pursuant to R.C. 109.87 which authorizes the Attorney General to bring an action in a court of common pleas against a seller or telemarketer who violates any provision of federal acts or rules as defined by R.C. 109.87(A)(1).
4. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04, R.C. 4719.12, and R.C. 109.87(D)(1).
5. Venue is proper pursuant to Ohio Civ. R. 3(B)(2) and (E) in that, at all times relevant to this action, Sandusky County, Ohio is where Defendant Buckeye’s principal place of business was located.

THE DEFENDANTS

6. Defendant Buckeye Impact Group, LLC (“Buckeye”) is a limited liability company that is registered with the Ohio Secretary of State under charter number 2196759.
7. Defendant Buckeye’s principal place of business is located at 128 S. Main Street, Clyde, Ohio 43410.
8. Upon information and belief, Defendant Buckeye has also done business as Front Range Web Weavers, LLC and Internet Opportunity Group, LLC.
9. Defendant Premier Design Group LLC (“Premier”) is a limited liability company that is registered with the Ohio Secretary of State under charter number 2249513.
10. Defendant Premier’s principal place of business is located at 384 W. Market Street, Tiffin, Ohio 44883.

11. Upon information and belief, Defendant Buckeye and Defendant Premier are owned and operated by the same individuals.
12. Defendant Buckeye owned and operated the website www.buckeyeimpactgroup.com.
13. Defendant Buckeye used the telephone number 888-653-1772 when calling consumers.
14. Defendant Premier owned and operated the website www.premier-design-group.com.
15. Defendant Premier also used the telephone number 888-653-1772 when calling consumers.
16. Defendants, as described below, are “suppliers” as that term is defined in the CSPA, R.C. 1345.01(C), as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling internet and/or web-based goods or services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
17. Defendants are “telephone solicitors” as that term is used in the TSSA, R.C. 4719.01(A)(8), as Defendants were, at all relevant times, engaged in telephone solicitation directly or through one or more salespersons from a location in Ohio.
18. Defendants engaged in “telephone solicitations sales” as that term is defined in the TSSA, R.C. 4719.01, as Defendants engaged in the solicitation of sales of internet and/or web-based goods or services to consumers.
19. Defendants initiated “telephone solicitations” to “purchasers,” as they were, at all times relevant herein, engaged in “communications” initiated on behalf of “telephone solicitors” or “salespersons” to induce persons to purchase “goods or services,” as those terms are defined in the TSSA, R.C. 4719.01(A).
20. Defendants are “sellers” and/or “telemarketers” as those terms are defined in C.F.R. 64.1200(f)(7) and (9) as Defendants are the entities on whose behalf telephone calls or

messages are initiated for the purpose of encouraging the purchase or rental of goods or services, which is transmitted to any person.

21. Defendants engaged in “telephone solicitations” as that term is defined in 47 U.S.C. 227(a)(4) of the TCPA.

STATEMENT OF FACTS

22. Defendants have been at all times relevant to this action engaged in the business of selling consumer goods or services, specifically internet and/or web-based goods or services, in the State of Ohio, including in Sandusky County.

23. Defendants make unsolicited phone calls and send emails to consumers in order to solicit business.

24. Defendants are not registered with the Ohio Attorney General as telephone solicitors.

25. Defendants have not obtained, nor filed with the Ohio Attorney General, a surety bond issued by a surety company authorized to do business in the State of Ohio.

26. Defendants, either directly or as a result of a third party acting on their behalf, engaged in patterns or practices of initiating telephone solicitations to residential telephone subscribers whose telephone numbers were listed on the National Do Not Call Registry.

27. Defendant Buckeye and Defendant Premier place calls from the same telephone number when they contact consumers.

28. Defendants marketed a program to consumers that would purportedly help consumers create, develop, market and run their own successful work-from-home internet business. Defendants claim that consumers will make money by selling items online through a personal website that is affiliated with Amazon.com, Inc.

29. During the initial call to consumers, Defendant Buckeye tells consumers that for a fee of \$99.00, Defendant Buckeye will create a personalized website for the consumer that will allow the consumer to work with Amazon as an Amazon Affiliate. For an increased fee of \$129.00, Defendant Buckeye will also include a referral website set-up where the consumers will receive referral fees for anyone else that they recruit for the program.
30. Defendant Buckeye informs consumers that it will display various items for sale on the consumer's new website and when someone from the general public visits the website to purchase an item, that person will be redirected to Amazon.com to complete the purchase. Defendant Buckeye assures consumers that Amazon is to supply the products displayed for sale, manage all inventories, bill the customers, and ship the chosen products directly to the customers.
31. Defendants inform consumers that because their website is a part of the Amazon Affiliate program, Amazon will send the consumers a percentage of each sale as an advertising fee. Defendants make lofty representations about earnings potential, stating that consumers will make at least \$1,000 - \$1,500 per month in income from their new website.
32. Defendant Buckeye takes payments from purchasers by credit card during the initial phone call. Some purchasers were also required to provide Defendant Buckeye with a bank account number and social security number. They are told that this information is necessary to establish direct deposit of future earnings.
33. After Defendant Buckeye takes payment, purchasers are then sent an email containing a receipt for the transaction. These receipts do not give detailed descriptions of the goods or services that were sold to the purchaser during the telephone solicitation, do not include a

telephone solicitor certificate of registration number or registration renewal number for Defendant Buckeye, and do not state the language required by the TSSA.

34. After the transaction is complete, Defendant Buckeye emails the purchaser a Welcome Packet that includes the consumer's new website address. Generally, these websites have obscure addresses that incorporate a portion of the purchaser's name plus the company's name (e.g., <http://jcooligan.bigaffiliategroup.com>) and would be nearly impossible for a member of the public to come upon the website in a general search on the internet.
35. Before ending the call, Defendant Buckeye tells purchasers that someone from a marketing company will be calling to help the consumer market their new website.
36. Defendant Premier calls each consumer who purchased a website from Defendant Buckeye. On this phone call, Defendant Premier pressures consumers into purchasing marketing packages that Defendant Premier claims will guarantee thousands of website advertisements and generate thousands of unique "hits" on consumers' websites. Consumers are told that this increased traffic to their websites will generate more income from Amazon.
37. Defendant Premier sells different marketing packages to consumers ranging in price from \$2,500 to \$7,500 as an initial investment. However, Defendant Premier will often make subsequent calls to consumers to induce them into spending even more money for additional advertising, which it promises will turn into even more earnings for the consumers.
38. Identical to the practices of Defendant Buckeye, Defendant Premier takes payments from purchasers by credit card during its initial phone call and then sends purchasers an email containing a receipt for the transaction. These receipts do not give detailed descriptions of the goods or services that were sold to the purchasers during the telephone solicitation, do not

include a telephone solicitor certificate of registration number or registration renewal number for Defendant Premier, and do not state the language required by the TSSA.

39. Amazon.com, LLC does offer a program called the Associates Program. It is free to join but the website must meet certain criteria before being accepted into the program. The Associates Program is intended for people who already have a website, blog, or other social media presence that has unique content.
40. All websites created and sold by Defendants to consumers were rejected by Amazon for not meeting the Program's basic requirements. No purchasers were ever made part of an Amazon program as a result of their transactions with Defendants. Emails from Amazon regarding the website rejections were sent to the addresses provided on the website applications, which belonged to Defendants. Consequently, purchasers were never aware of the rejections by Amazon and continued to believe that they were a part of an Affiliate program.
41. When purchasers tried to contact Defendants with questions about their accounts or concerns that their websites were not generating any income, Defendants offered only vague answers or simply did not respond to purchasers.
42. Many purchasers eventually learned that they were never a part of Amazon's program when they contacted Amazon for help due to their websites not generating any income, even after known test-purchases were made by friends or family.
43. Consumers did not benefit from money paid to Defendant Buckeye because the websites that Defendant Buckeye created were never made a part of Amazon's Associate program.
44. Consumers did not benefit from money paid to Defendant Premier for marketing because the websites were never going to earn money for the consumers.

45. After paying hundreds or thousands of dollars to Defendants, consumers were not made part of Amazon's Associates program, they made no money, and they received no real services from Defendants.
46. Defendants have not provided refunds to consumers.

PLAINTIFF'S CAUSES OF ACTION

COUNT I
VIOLATIONS OF THE CSPA
UNFAIR AND DECEPTIVE ACTS AND PRACTICES

47. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.
48. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(1) by representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have.
49. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II
VIOLATIONS OF THE CSPA
THE FAILURE TO DELIVER RULE

50. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.
51. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09 by accepting money from consumers without delivering the promised goods or services or issuing a full refund.

COUNT III
VIOLATIONS OF THE TSSA
FAILURE TO REGISTER

52. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.
53. Defendants violated the TSSA, R.C. 4719.02(A), by acting as telephone solicitors in the State of Ohio without first having obtained certificates of registration.

COUNT IV
VIOLATIONS OF THE TSSA
FAILURE TO OBTAIN SURETY BOND

54. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.
55. Defendants violated the TSSA, R.C. 4719.04(A), by acting as telephone solicitors without first having obtained, nor filed with the Ohio Attorney General, a surety bond issued by a surety company authorized to do business in the State of Ohio.

COUNT V
VIOLATIONS OF THE TSSA
SIGNED WRITTEN CONFIRMATIONS OF SALES

56. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.
57. Defendants violated the TSSA, R.C. 4719.07(C), by making or submitting charges to purchasers' bank or credit card accounts without having obtained from purchasers original copies of written confirmations signed by the purchasers which complied with the TSSA, R.C. 4719.07(F) and (G).
58. Defendants violated the TSSA, R.C. 4719.07(F)(2), by not listing on the confirmations of sales their telephone solicitor's certificates of registration or registration renewal numbers.

59. Defendants violated the TSSA, R.C. 4719.07(F)(6), by failing to include on the confirmations of sales the detailed descriptions of the goods or services that were sold through Defendants' telephone solicitations.

60. Defendants violated the TSSA, R.C. 4719.07(F)(10), by failing to include on the confirmations of sales, in a type size of a minimum of twelve points, in boldface print, and in a color clearly contrasting with all other text and background on the confirmation, in a space immediately preceding the space allotted for the purchaser's signature, the following statement: "YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONFIRMATION AND RETURN IT TO THE SELLER."

COUNT VI
VIOLATIONS OF THE TSSA
PROHIBITED ACTS

61. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.

62. Defendants violated the TSSA, R.C. 4719.08(F)(3) by misrepresenting, directly or by implication, a material aspect of the performance, efficacy, nature, or characteristics of goods or services that are the subject of a telephone solicitation.

63. Defendants violated the TSSA, R.C. 4719.08(F)(6) by misrepresenting, directly or by implication, a material aspect of an investment opportunity, including, but not limited to, risk, liquidity, earnings potential, or profitability.

64. Defendants violated the TSSA, R.C. 4719.08(F)(7) by misrepresenting, directly or by implication, their affiliation with or endorsement by a third-party organization.

65. Defendants violated the TSSA, R.C. 4719.08(G) by making false or misleading statements to induce purchasers to pay for goods or services.

COUNT VII
VIOLATIONS OF THE TCPA AND R.C. 109.87
FAILURE TO COMPLY WITH DO NOT CALL LAWS

66. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through forty-six (1 - 46) of this Complaint.

67. Defendants violated R.C. 109.87(B)(1) by engaging in patterns or practices of initiating telephone solicitations to residential telephone subscribers whose telephone numbers were listed on the National Do Not Call Registry. Defendants' conduct is prohibited by the TCPA, 47 U.S.C. 227 and 47 C.F.R. 64.1200(c)(2).

PRAYER FOR RELIEF

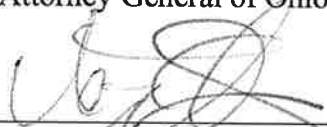
WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE a declaratory judgment declaring that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., the TSSA, R.C. 4719.01 et seq., and R.C. 109.87 in the manner set forth in the Complaint.
2. ISSUE a permanent injunction enjoining Defendants, their agents, servants, representatives, salespeople, employees, independent contractors, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from further violating the CSPA, its Substantive Rules, the TSSA, and R.C. 109.87.
3. ORDER Defendants jointly and severally to reimburse all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices.
4. ASSESS, FINE, and IMPOSE upon the Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).

5. ASSESS, FINE, and IMPOSE upon the Defendants a civil penalty of not less than One Thousand Dollars (\$1,000.00) and not more than Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the TSSA described herein pursuant R.C. 4719.12(B).
6. AWARD Five Hundred Dollars (\$500.00) to each person who received a telephone solicitation from the Defendants in violation of R.C. 109.87(B)(1) as described herein, pursuant to 47 U.S.C. 227(g)(1), or three times that amount if the court finds that Defendants' actions were committed willfully and knowingly.
7. GRANT the Ohio Attorney General his costs in bringing this action.
8. ORDER Defendants to pay all court costs.
9. 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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