

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel. )  
ATTORNEY GENERAL )  
MICHAEL DEWINE )  
)  
PLAINTIFF, )  
)  
V. )  
)  
)  
PLATINUM PROTECTION, LLC )  
1261 S 820 E #300 )  
AMERICAN FORK, UTAH 84003 )  
)  
DEFENDANT )

CASE NO.  
  
JUDGE

**COMPLAINT FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, RESTITUTION,  
AND CIVIL PENALTIES**

**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, pursuant to the authority vested in him by the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
2. The actions of the Defendant, hereinafter described, have occurred in the State of Ohio, Franklin County and various other counties, and as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *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 Franklin County.

**DEFENDANT**

5. Defendant Platinum Protection, LLC (hereinafter “Platinum” or “Defendant”) is a Utah limited liability company with its principal place of business located at 1261 S 820 E #300, American Fork, Utah, 84003.
6. Defendant is registered with the Ohio Secretary of State to do business as a foreign company in Ohio.
7. Defendant, 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 soliciting and selling home security systems to “individuals” in the State of Ohio, Franklin County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
8. Defendant, as described below, was at all relevant times hereto a “seller” engaged in the business of effecting home solicitation sales by soliciting and selling home security systems to “buyers” at the buyers’ personal residences in the State of Ohio, Franklin County and various other counties, and on the Internet, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

**STATEMENT OF FACTS**

9. Defendant was, and has been at all times relevant to this action, engaged in the business of advertising, soliciting, offering and selling home security systems in the State of Ohio, Franklin County and various other counties.
10. Defendant advertises its services via door to door sales at consumer residences and on its website at <http://platinumprotect.com>.

11. Defendant conducts sales presentations for the sale of home security systems in consumers' homes.
12. Defendant executed contracts to provide home security systems to consumers in their homes.
13. Defendant's contracts with consumers are typically for a five (5) year period.
14. Defendant made oral representations that installation of the home security system was free or waived.
15. Defendant made oral representations that the activation fee for the home security system was free or waived, or did not disclose the activation fee.
16. Defendant made oral representations that the monthly monitoring fee would be one price, but the price on the contract was higher than the oral price quoted.
17. Defendant made oral representations that consumers would receive their monthly bill via an invoice and not an automatic draft from their checking accounts or credit cards.
18. Defendant made oral representations that consumers could cancel their contracts at any time without any penalty, if they lost their jobs or moved.
19. Defendant made oral representations that the contract term was for one (1) year or could be canceled at the end of one (1) year.
20. Defendant made oral representations that consumers could cancel their contracts during a thirty (30) day cooling off period.
21. Defendant made oral representations that the consumer had a choice of three (3) different monitoring systems.
22. Defendant made oral representations that they were providing an upgrade to the consumer's current home security system, that they had purchased consumer's current

home security contract, that consumer's current home security company was bankrupt or defunct, or that they were otherwise part of/or authorized to continue the monitoring services of the consumer's current home security system.

23. Defendant made oral representations that consumers would save on their home insurance if they installed home security systems in their homes.
24. Consumers, believing such representations as described in paragraphs Fourteen through Twenty-Three (14-23), contracted with Defendant for Defendant's home security systems.
25. Defendant debited installation fees, activation fees and/or a higher monthly monitoring fee from consumers' checking accounts or credit cards.
26. Defendant routinely installed the home security systems on the same day the contract was executed.
27. Defendant failed to provide oral notification of the consumers' three-day right to rescind the sale.
28. Defendant routinely failed to honor the notice of cancellation when consumers timely mailed, faxed or delivered it to Defendant.
29. In some instances when a consumer returned a home security system, or the Defendant promised to pick up a home security system when the consumer was no longer receiving services from Defendant, Defendant continued to bill consumers.
30. Defendant's standard contract holds the consumer responsible for the entire five (5) year term of the contract if the consumer terminates or cancels their contract with Defendant, regardless of the length of time remaining on the contract.

**PLAINTIFF'S CAUSES OF ACTION:**  
**VIOLATIONS OF THE OHIO CSPA**

**COUNT I**  
**SUBSTANTIATION OF CLAIMS IN ADVERTISING**

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. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Substantiation of Claims in Advertising Rule, Ohio Admin. Code 109:4-3-10(A), by making false claims in advertising in connection with goods or services, and, causing consumers to believe such claims were true.
33. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT II**  
**FALSE AND MISLEADING REPRESENTATIONS**

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
35. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by misrepresenting the exact terms of the contract by making false and misleading statements: (1) that the cost of installation or activation would be free, waived, or discounted; (2) that the monthly monitoring fee would be a lower price than the price on the contract; (3) that the consumers could cancel their contracts at any time without any penalty, if they lost their jobs or moved; (4) that the contract term was for one (1) year or could be canceled at the end of one (1) year; and, (5) that the consumers

could cancel their contracts during a thirty (30) day cooling off period, and, causing consumers to believe such claims were true.

36. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by making false and misleading statements that they were providing an upgrade to the consumer's current home security system, that they had purchased consumer's current home security contract, that consumer's current home security company was bankrupt or defunct, or that they were otherwise part of or authorized to continue the monitoring services of the consumer's current home security system, and, causing consumers to believe such claims were true.
37. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(B)(1) by making false and misleading statements that consumers would save on their home insurance if they installed home security systems in their homes, and, causing consumers to believe such claims were true.
38. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT III**  
**UNCONSCIONABLE CONSUMER SALES PRACTICES**

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
40. Defendant committed unconscionable practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by routinely making false and misleading statements upon which consumers were likely to rely upon to their detriment.

41. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**VIOLATIONS OF THE OHIO HSSA**

**COUNT I**

**COMMENCING SERVICE WITHIN THREE-DAY PERIOD OF RESCISSION**

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
43. Defendant violated the HSSA, R.C. 1345.22 by commencing performance of ordered services during the three-day period in which consumers have the right to rescind the sale.
44. Such an act or practice also constitutes a deceptive act or practice in violation of the CSPA, as set forth in R.C. 1345.28.
45. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT II**

**FAILURE TO PROVIDE PROPER ORAL NOTICE OF  
THREE-DAY RIGHT OF RESCISSION**

46. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
47. Defendant violated the HSSA, R.C. 1345.23 and the Direct Solicitations Rule, O.A.C. 109:4-3-11(A)(5), by failing to give proper oral notice to consumers of their right to rescind the sale by a specific date.

48. Such an act or practice also constitutes a deceptive act or practice in violation of the CSPA, as set forth in R.C. 1345.28.
49. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT III**  
**FAILURE TO HONOR NOTICE OF CANCELLATION**

50. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty (1-30) of this Complaint.
51. Defendant committed unfair or deceptive acts or practices in violation of the HSSA, R.C. 1345.23, when Defendant refused to accept timely notice of cancellations from consumers.
52. Such an act or practice also constitutes a deceptive act or practice in violation of the CSPA, as set forth in R.C. 1345.28.
53. Such acts and practices were previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant 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. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Plaintiff's Complaint violates the CSPA, R.C. 1345.01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in this Complaint.



2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendant Platinum Protection, LLC, its agents, servants, representatives, salespeople, employees, successors or assigns, and all persons acting in concert or participating with it, 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 the HSSA, R.C. 1345.21 *et seq.*
3. ORDER Defendant Platinum Protection, LLC liable for reimbursement to all consumers found to have been damaged by the Defendant's unfair, deceptive and unconscionable acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendant for a higher price than orally represented during the sales presentation.
4. ASSESS, FINE AND IMPOSE upon Defendant, Platinum Protection, LLC, 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).
5. ORDER, that all contracts entered into between Defendant and Ohio consumers by unfair or deceptive or unconscionable acts or practices be rescinded with full restitution to the consumers.
6. ORDER, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, Defendant to maintain in its possession and control for a period of five (5) years, all business records relating to Defendant's solicitation and sale of home security systems and related services in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all records.

7. PROHIBIT Defendant, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state until such time as Defendant has satisfied all monetary obligations arising from the litigation of this matter.
8. GRANT the Ohio Attorney General his costs in bringing this action.
9. ORDER Defendant to pay all court costs.
10. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Attorney General



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