

IN THE COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

11 OCT -3 AM 11:29

STATE OF OHIO, *ex rel.*
MICHAEL DEWINE
ATTORNEY GENERAL OF OHIO
30 East Broad Street
State Office Tower -14th Floor
Columbus, Ohio 43215-3428

Plaintiff

v.

MAHMOUD ELSHISTAWI d/b/a
EGYPTIAN COTTON WAREHOUSE
7483 Victoria Falls Ave
Maineville, Ohio 45039

Defendant

JAMES L. SPAETH
CLERK OF COURTS
CASE NO. 11C V80641

JUDGE *Brown*

**COMPLAINT, REQUEST
FOR DECLARATORY AND
INJUNCTIVE RELIEF,
DAMAGES AND CIVIL
PENALTIES**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Michael DeWine, 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 the Consumer Sales Practices Act, R.C. 1345.01 et seq.
2. The actions of Mahmoud Elshistawi ("Defendant") have occurred in the State of Ohio and Warren County and violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
4. This Court has venue to hear this case pursuant to Civ. R. 3(B)(1)-(3), in that some of the transactions complained of herein, and out of which this action arises, occurred in Warren

County, Ohio.

DEFENDANT

5. Defendant is an individual doing business in Ohio as Egyptian Cotton Warehouse, with his principal office located at 7483 Victoria Falls Ave, Maineville, Ohio 45039. Defendant engages in the solicitation and sale of household products.
6. Egyptian Cotton Warehouse is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
7. Defendant, Mahmoud Elshistawi, directed, supervised, approved, formulated, authorized, ratified, benefited from and/or otherwise participated in the day to day activities of the business entity known as Egyptian Cotton Warehouse.
8. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) as Defendant, at all times relevant herein, engaged in the business of effecting "consumer transactions" by soliciting and selling goods and services to "individuals" in several counties in the State of Ohio and throughout the country, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENTS OF FACT

9. Defendant, Mahmoud Elshistawi, is now, and has been at all times relevant to this action, engaged in the business of selling consumer goods and services, specifically cotton sheets and other household products across the United States and in several Ohio counties by using the Internet.
10. Defendant offered cotton sheets and other household goods, to consumers nationwide over the Internet though a business entity advertised as Egyptian Cotton Warehouse.

11. Defendant accepted payments for household products and then failed to provide those products or failed to refund consumers' monies.
12. Consumers paid approximately between \$150.00 and \$400.00 for their contracted goods, paying by credit card or other electronic transfer.
13. In some instances, Defendant failed to deliver any of the ordered goods to consumers then failed to provide a refund.
14. Consumers, after not receiving the contracted goods, attempted to contact Defendant, who routinely failed to answer phone calls and emails.
15. In some instances, Defendant provided goods which did not conform to advertised promises, but failed to honor the terms of its guarantee.
16. As a direct result of the Defendant's conduct, at least 43 consumers have filed complaints with the Ohio Attorney General and/or the Better Business Bureau, evidencing losses of approximately \$5,692.13.
17. All facts alleged above have routinely occurred in the two years prior to this lawsuit.

PLAINTIFF'S CAUSES OF ACTION

**VIOLATIONS OF THE
CONSUMER SALES PRACTICES ACT**

COUNT I

FAILURE TO DELIVER VIOLATION

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seventeen (1-17) of this Complaint.
19. Defendant committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and Ohio Adm. Code 109:4-3-09(A)(2) by accepting money from consumers for

cotton sheets and other household goods and permitting eight weeks to elapse without delivering the contracted goods or making a full refund.

COUNT II

MISREPRESENTATION OF QUALITY AND BENEFITS

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seventeen (1-17) of this Complaint.
21. Defendant has committed unfair or deceptive practices in violation of R.C. 1345.02(A) and R.C. 1345.02(B)(2), by misrepresenting the qualities and benefits of its products, including, but not limited to, a policy of guaranteeing satisfaction, when in fact consumers were unable to obtain refunds when unsatisfied with the quality of the products.
22. The acts and practices described in the paragraph above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection.

COUNT III

FAILURE TO REGISTER WITH STATE

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seventeen (1-17) of this Complaint.
24. Defendant has committed unfair or deceptive practices in violation of R.C. 1345.02(A), by doing business in Ohio under a fictitious business name without registering that name with and making all required ownership disclosures to the Ohio Secretary of State as required by R.C. 1329.01.

25. The acts and practices described in the paragraph above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court:

- 1) ISSUE an order declaring that the Defendant has engaged in acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
- 2) ISSUE a Permanent Injunction enjoining the Defendant, its agents, servants, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under this or any other name, from engaging in any violations of state or federal consumer protections laws and from engaging in any consumer transactions until all monetary judgments granted or approved by this Court are paid in full.
- 3) ORDER Defendant to reimburse all consumers found to have been damaged by the Defendant's acts and practices.
- 4) ASSESS, FINE and IMPOSE upon Defendant, pursuant to R.C. 1345.07, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate act or practice found by this Court to violate the Consumer Sales Practices Act.
- 5) ORDER Defendant to pay all court costs.
- 6) GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General



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