

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO.
ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE
)	
PLAINTIFF,)	
)	
V.)	
)	
ALYN RAE & COMPANY, LLC)	<u>PLAINTIFF’S COMPLAINT</u>
d/b/a ALAN RAY BRIDAL)	<u>FOR DECLARATORY JUDGMENT,</u>
285 W. HULL DRIVE)	<u>INJUNCTIVE RELIEF, RESTITUTION,</u>
DELAWARE, OHIO 43015)	<u>AND CIVIL PENALTIES</u>
)	
AND)	
)	
ALAN RAY CHURCH)	
d/b/a ALAN RAY BRIDAL)	
285 W. HULL DRIVE)	
DELAWARE, OHIO 43015)	
)	
DEFENDANTS.)	

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 and Franklin County and various other counties and, as set forth below, are in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to the Consumer Sales Practices Act, R.C. 1345.01 et seq.
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.

DEFENDANTS

5. Defendant Alyn Rae & Company, LLC (hereafter Defendant Alan Ray Bridal) is an Ohio limited liability company with a registered trade name of Alan Ray Bridal and a principal place of business located at 2700 Billingsley Road, Columbus, OH 43235.
6. The name Alan Ray Bridal expired as a registered trade name with the Ohio Secretary of State's Office on August 24, 2011.
7. Defendant Alan Ray Bridal holds a business bank account under the name Alyn Rae & Company, LLC.
8. Defendant Alan Ray Church ("Church" or "Defendants") is the owner of Defendant Alan Ray Bridal.
9. On information and belief, Defendant Church dominated, controlled and directed the business activities and sales conduct of Defendant Alan Ray Bridal, causing, personally participating in, or ratifying the acts and practices of Defendant Alan Ray Bridal as described in the Complaint.
10. Defendants, as described below, are "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting, offering for sale and selling bridal and formal gowns and related accessories to individual consumers in the State of Ohio, including Franklin County, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

11. Defendants were, and have been at all times relevant to this action, engaged in the business of advertising, soliciting, offering for sale, and selling bridal and formal gowns and related accessories in the State of Ohio, including in Franklin County.
12. Defendants solicited and sold their goods via their website, www.alanraybridal.com.
13. Upon information and belief, in at least one instance, Defendants told a dress manufacturer in February 2012 that they would be going out of business.
14. On or around April 29, 2012, Defendant Church closed his business, Alan Ray Bridal, without notice.
15. Defendants did not provide consumers with any advance notice that they were closing the business.
16. Defendants continued to accept orders and payments from consumers through at least April 14, 2012.
17. On April 28, 2012, a few days prior to closing, Defendants did not tell consumers that they were going out of business.
18. On April 28, 2012, Defendants told some consumers that they would be moving out of the store temporarily due to a mold problem.
19. On April 28, 2012, Defendants told at least one consumer that her dress would be arriving at the store the following week.
20. When consumers arrived to pick up their dresses after April 30, 2012, they discovered that the store was closed and the location was empty.
21. Many consumers with approaching wedding dates were left without any information as to whether they would have their bridal gown in time for their wedding.

22. Defendants accepted substantial down payments from consumers for the purchase of bridal gowns and related accessories, failed to deliver the goods for which consumers paid, and failed to refund the down payments.
23. In many instances, Defendants accepted payments from consumers, but failed to forward those payments to the manufacturer, which has resulted in many consumers having to pay for items twice.
24. Defendants provided consumers with inconsistent and inadequate information regarding goods ordered and delivery dates.
25. Defendants entered into consumer transactions and accepted money from consumers without disclosing to the consumer the substantial likelihood that Defendant's financial condition would limit or otherwise adversely affect the Defendants' ability to honor or service the contracts.
26. Defendants knowingly made misleading statements of opinion on which the consumer was likely to rely to the consumer's detriment, including statements regarding goods ordered and delivery dates.

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

COUNT I

FAILURE TO DELIVER

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Six (1-26) of this Complaint.
28. Defendants have committed unfair or deceptive acts or practices in violation of the

Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09(A) and the Consumer Sales Practices Act, R.C. 1345.02(A), by accepting substantial payments from consumers for bridal and formal gowns and accessories, then failing to deliver the goods purchased or return the payments to consumers.

29. The act or practice described in paragraph 28 has 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 pursuant to R.C. 1345.05(A)(3).

COUNT II

UNCONSCIONABLE CONSUMER SALES PRACTICES

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-Six (1-26) of this Complaint.
31. Defendants have committed unconscionable acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.03(A), by providing consumers with inconsistent and inadequate information regarding goods ordered and delivery dates.
32. Defendants committed unconscionable acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.03(A) as described in R.C. 1345.03(B)(3), by entering into a consumer transaction and accepting money from consumers without disclosing to the consumer the substantial likelihood that Defendant Alan Ray Bridal's financial condition would limit or otherwise adversely affect the Defendants' ability to honor or service the contracts.
33. Defendants committed unconscionable acts or practices in violation of the Consumer

Sales Practices Act, R.C. 1345.03(A) as described in R.C. 1345.03(B)(6), by knowingly making misleading statements of opinion on which the consumer was likely to rely to the consumer's detriment, including statements regarding goods ordered and delivery dates.

34. The acts or practices described in paragraphs 31 through 33 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 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 Paragraphs 28 and 31-33 of Plaintiff's Complaint violates the Consumer Sales Practices Act, R.C. 1345.01 et seq., in the manner set forth in this Complaint.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants Alan Ray Bridal and Alan Ray Church, 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:
 - a. Soliciting consumers for bridal and formal gowns and related accessories until such time as all outstanding judgment ordered remuneration has been paid;
 - b. Operating any bridal and formal wear business 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 Consumer Sales Practices Act;

- c. Engaging in the acts or practices of which Plaintiff complains and from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. GRANT A JUDGMENT against Defendants Alan Ray Bridal and Alan Ray Church, for joint and several liability, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair, deceptive and unconscionable acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendants and never received the goods contracted for and never received a refund of the money they paid Defendants.
4. ASSESS, FINE AND IMPOSE upon Defendants Alan Ray Bridal and Alan Ray Church, jointly and severally, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each appropriate violation described herein, pursuant to R.C. 1345.07(D).
5. ORDER Defendants Alan Ray Bridal and Alan Ray Church, 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, solicitation and sale of bridal and formal gowns and related accessories in Ohio.
6. ORDER Defendants Alan Ray Bridal and Alan Ray Church 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.

7. GRANT the Ohio Attorney General his costs in bringing this action.
8. ORDER Defendants Alan Ray Bridal and Alan Ray Church 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

/s/Kate Christobek

KATE E. CHRISTOBEK (0088746)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
(614) 466-3493
(877) 629-2622 (facsimile)
Kate.Christobek@ohioattorneygeneral.gov

Counsel for Plaintiff State of Ohio