

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
PRESCRIPTION HOPE, INC.	)	COMPLAINT AND REQUEST FOR
253 N. State Street, #250	)	DECLARATORY JUDGMENT,
Westerville, Ohio 43081	)	INJUNCTIVE RELIEF, CIVIL
	)	PENALTIES, AND OTHER
and	)	APPROPRIATE RELIEF
	)	
PRESCRIPTION HOPE, INC.	)	
2100 S E Ocean Blvd. STE 300	)	
Stuart, Florida 34996	)	
	)	
Defendants.	)	

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, 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.*
  
2. The actions of Prescription Hope, Inc., the Ohio Corporation, and Prescription Hope, Inc., the Florida Corporation, (“Defendants”), hereinafter described, have occurred in Franklin and other counties in the State of Ohio and, as set forth below, are in violation of the

Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *et seq.* and its substantive rules, and the Online Shopper Protection Act, 15 United States Code Service §8403 *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(C)(3) and (6), in that Defendants conducted activity that gave rise to the claims for relief in Franklin County and Franklin County is the county in which all or part of the claims for relief arose.

**DEFENDANT**

5. Defendant Prescription Hope, Inc. is an Ohio Corporation whose Article of Organization was filed and recorded with the Ohio Secretary of State under Entity Number 1628706 on June 8, 2006.
6. Defendant Prescription Hope, Inc., is a Florida Corporation whose Article of Organization was filed and recorded with the Florida Department of State under Document Number P19000000471 on December 27, 2018.
7. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions,” either directly or indirectly, by soliciting or selling goods or services to “consumers” for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
8. Defendants are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling goods and services, including but not limited to, a subscription-based medication advocacy program, which completes Patient Assistance Program applications on behalf of consumers in an attempt to reduce consumers’ prescription costs, within the meaning of R.C. 1345.01(A).

**STATEMENT OF FACTS**

9. Defendants engaged in the business of providing goods and services to consumers, including providing a subscription-based medication advocacy program, and failed to deliver some of those goods and services within eight weeks.
10. Defendants sells their goods or services to consumers in Ohio and nationwide by accepting orders placed via its website at [www.prescriptionhope.com](http://www.prescriptionhope.com) and over the telephone from consumers who call the advertised toll-free telephone number.
11. Defendants prominently advertised a risk-free prescription review process that states a consumer will only be charged if their prescription can be obtained by Defendants through the subscription plan.
12. Defendants' makes the following representations on their website:
  - a. "Your medication, \$50 A Month"
  - b. "If we cannot access your medication, we will not charge you."
  - c. "You will always have the medication you need."
  - d. "We handle all details concerning your medication order."
13. In order to have their prescription needs evaluated by Defendants, consumers were required to enter their credit card or bank account numbers and enter into an agreement with a negative option feature whereby thirty days after signing up for the process and every thirty days thereafter, the Defendants, without further authorization, would charge the consumer's bank account or credit card for the total cost of their services, whether the prescriptions were being delivered or not.
14. Defendants accepted payments from consumers, but failed to complete the services for which they were paid.

15. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
16. After receiving payment, Defendants sometimes began work but failed to complete the services.
17. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.

**PLAINTIFF'S CAUSE OF ACTION:**

**VIOLATIONS OF THE CSPA**

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-17 of this Complaint.
19. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services and failing to provide full refunds;
20. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-02(A)(1) by making offers in written or print advertising without stating clearly and conspicuously in close proximity to the words stating the offers, the material exclusions, limitations, terms and conditions of the offers.
21. Defendants committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A) as set forth in R.C. 1345.03(B)(6) by making false statements and/or misleading statements of opinion upon which consumers relied upon to their detriment;

22. Defendants committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A) as set forth in R.C. 1345.03(B)(7) by failing to disclose the limitations on its policy related to refunds prior to sales and subsequently refusing to provide refunds without justification;
23. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by failing to provide adequate customer service;
24. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by failing to comply with the Online Shopper Protection Act, 15 United States Code Service §8403 by charging consumer accounts for orders placed on their website for goods or services involving a negative option feature without providing text that clearly and conspicuously discloses all material terms of the transaction before obtaining billing information, without obtaining the consumer's express consent and without providing a simple mechanism for a consumer to stop recurring charges from being charged to the consumer's credit card or bank account.
25. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to CSPA, R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

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

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA and its Substantive Rules, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with

them, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules.

- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. ORDER Defendants jointly and severally liable for all monetary amounts awarded herein.
- I. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General

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