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Court of Common Pleas

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By: TERESA A. HEFFERNAN 0080732

Confirmation Nbr. 1082259

STATE OF OHIO EX REL ATTORNEY GENERAL
DEWINE

CV 17 881099

vs.

EUROPEAN ADOPTION CONSULTANTS, INC. ET AL.

Judge: JOAN SYNENBERG

Pages Filed: 18

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.)
ATTORNEY GENERAL)
MICHAEL DEWINE)
Attorney General of Ohio)
30 E. Broad St., 14th Floor)
Columbus, Ohio 43215)

CASE NO.

JUDGE

Plaintiff,

v.

EUROPEAN ADOPTION)
CONSULTANTS, INC. DBA EAC, INC.)
c/o Joseph A. Carbone Co. LPA)
Registered Agent)
614 West Superior Avenue, Suite 800)
Cleveland, Ohio 44113)

PLAINTIFF’S COMPLAINT
FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, RESTITUTION,
AND CIVIL PENALTIES

And)

MARGARET COLE,)
Individually and dba EUROPEAN)
ADOPTION CONSULTANTS, INC.)
6731 County Line Road)
Williamsfield, Ohio 44093)

Defendants.)

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, having reasonable cause to believe that violations of Ohio’s consumer laws and charitable 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. (“Consumer Sales Practices Act”), R.C. 109.23 et seq. (“Ohio Charitable Trust Act”), R.C. 1716 (“Ohio Charitable Organizations Act”), and the Attorney General’s common law authority.

2. The actions of Defendants, hereinafter described, have occurred in the State of Ohio, in Cuyahoga County, and in other counties, involve residents of the State of Ohio, and, as set forth below, are in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Admin. Code 109:4-3-01 et seq., the Ohio Charitable Trust Act, R.C. 109.23 et seq., the Ohio Charitable Organizations Act, R.C. 1716, and the Attorney General's common law authority.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 and R.C. 2305.01.
4. This Court may exercise personal jurisdiction over the Defendants in this case pursuant to R.C. 2307.382 because the acts and omissions alleged in this complaint occurred in Ohio and/or because they involve or relate to the activities of an Ohio nonprofit corporation.
5. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that the Defendants conducted activity which gave rise to the claims for relief in Cuyahoga County in the State of Ohio.

DEFENDANTS

6. Defendant European Adoption Consultants, Inc. ("EACI") was established as a non-profit corporation with the Ohio Secretary of State on July 10, 1992. Defendant EACI does business in Cuyahoga County and other counties, in the State of Ohio. Defendant EACI has tax-exempt status under section 501(c)(3) of the Internal Revenue Service Code.
7. The principle place of business for Defendant EACI is 12608 Alameda Drive, Strongsville, Ohio 44149.
8. Defendant Margaret Cole ("Cole") is a natural person whose last known address is 6731 County Line Road, Williamsfield, Ohio 44093.

9. Defendant Cole, as Owner and Executive Director of Defendant EACI, at all times pertinent hereto controlled and directed the business activities and conduct of Defendant EACI, causing, personally participating in, or ratifying the acts and practices of Defendant EACI, for the conduct giving rise to the violations described herein.
10. Defendant EACI is a “charitable trust” as that term is defined in R.C. 109.23 and a “charitable organization” as that term is defined in R.C. 1716.01.
11. Defendant Cole and all board members of Defendant EACI are fiduciaries of the organization as described in R.C. 109.23 and R.C. 1716.17.
12. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C), since Defendants, at all relevant times hereto, were engaging in the business of effecting consumer transactions by soliciting and selling intercountry adoption services to consumers in Ohio and nationwide for purposes that were primarily personal, family, or household, within the meaning specific in R.C. 1345.01(A).

STATEMENT OF FACTS

13. Defendants operate a business which solicits and sells intercountry adoption services throughout the United States, including in the State of Ohio and in Cuyahoga County.
14. Defendants contracted with consumers to provide intercountry adoption services, including but not limited to processing applications and other paperwork, translation services, home studies, placement services, and post-placement services.
15. Consumers each paid Defendants substantial amounts of money for intercountry adoption services.
16. Defendants represented to consumers that the consumers met the requirements for certain intercountry adoption programs, when such was not the case.

17. Defendants represented to consumers that they had enrolled those consumers in adoption programs for countries that, in fact, did not have intercountry adoption programs.
18. Defendants misrepresented the amount of time for an adoption in a particular country. For example, Defendants stated that the wait time to complete an adoption in one country was 6-9 months when, in fact, the average wait time to complete the process in that same country was over 3 years.
19. Defendants represented to consumers that the consumers had been enrolled in intercountry adoption programs to adopt an infant when, in fact, infant adoptions were rare or impossible in such countries.
20. Defendants represented that fees paid by consumers were forwarded to the country in which the consumer was enrolled, when such was not the case.
21. Defendants solicited donations to support Defendants' mission trip to Guatemala and represented that money donated to Defendants' Guatemalan mission trip could lead to the re-opening of the country for intercountry adoption when Defendants had no ability to produce such a result.
22. In some cases, Defendants failed to communicate with consumers regarding the status of their documents. As a result of Defendants' inaction on consumers' files, consumers' documents expired, Defendants failed to inform consumers that their documents had expired, and therefore consumers were unable to complete pending adoptions.
23. Defendants required consumers to prepay for services that had not yet been rendered, or would not be rendered in the near future. For example, families prepaid for post-placement reporting prior to adoptions being completed.
24. Upon information and belief, Defendants did not escrow or set aside prepaid funds.

25. Consumers relied on Defendants' representations when they contracted with Defendants for intercountry adoption services.
26. As a result of Defendants' misrepresentations, consumers have spent significant time and expense and have not been provided the contracted for adoption services.
27. Defendant Cole misrepresented the amount and type of assets possessed by Defendant EACI to both its board members and intercountry adoption licensing agencies.
28. On December 16, 2016, the US Department of State temporarily debarred Defendant EACI for a period of three years. Defendant EACI was required to cease all adoption services connected with intercountry adoptions.
29. At the time of debarment, Defendant EACI had approximately 300 consumers that had contracted with Defendant EACI, paid for intercountry adoption services, and were in various stages of the international adoption process.
30. Defendant EACI was required by federal regulations and the U.S. Department of State to transfer intercountry adoption cases and adoption records to other accredited agencies or persons for adoption services that were in process at the time of debarment.
31. Defendant EACI was required by federal regulations and the U.S. Department of State to provide refunds for intercountry adoption services that were paid for by consumers, but not provided by Defendant EACI.
32. Under 22 U.S.C. § 96.33(e), "in the case of cancellation or debarment, it [an adoption agency] must execute the plans required by §§ 96.33(e) and 96.42(d) under the oversight of the accrediting entity, and transfer its Convention adoption cases and adoption records to other accredited agencies, approved persons, or a State archive, as appropriate."

33. Under 22 U.S.C. § 96.33(e), Defendant EACI was required to have a “plan to transfer its Convention cases if it ceases to provide or is no longer permitted to provide adoption services in Convention cases. The plan includes provisions for an organized closure and reimbursement to clients of funds paid for services not yet rendered.”
34. Under 22 U.S.C. § 96.42(d), Defendant EACI was required to have a “plan that is consistent with the provisions of this section, the plan required under § 96.33, and applicable State law for transferring custody of adoption records that are subject to retention or archival requirements to an appropriate custodian, and ensuring the accessibility of those adoption records, in the event that the agency or person ceases to provide or is no longer permitted to provide adoption services under the convention.”
35. On December 19, 2016, Defendants represented to consumers on Defendants’ website and via email that their cases are “more important than whether or not we [EACI] contest the action by the State Department and our efforts are focused on taking care of you and our international programs. We are trying to maintain some consistency in our cases with minimum difficulty and expense. As a part of that, we are making arrangements to facilitate the transfer of our families to another accredited agency. Decisions on your case must be made quickly in order to keep your adoption process moving, so hopefully, within the next few days, we will be able to give you our agency’s recommended transfer plan.”
36. On December 23, 2016, Defendants represented to consumers on Defendants’ website and via email that they were “dedicated to help all families to complete their adoption process. We are still asking for your continuous patience. We will notify all families of the proposed service plan including estimated cost and procedures for each case that accurately reflects the family’s current situation.”

37. On December 23, 2016, Defendants also represented to consumers on Defendants' website and via email that "the transfer plan will be complete during the last week of December. We will be arranging conference calls in January to explain the transfer plan. After the conference call, your country consultant will be contacting each one of you individually accordingly to the stage of your adoption process to notify you of the transferee agency and with further instructions."
38. The Council on Accreditation required Defendant EACI to transfer the consumers' adoption cases and records to the new accredited adoption agencies or persons within 10 days from the date of finalization of the transfer plans. The last of the transfer plans were finalized on January 20, 2017 and thus, files should have been transferred by January 30, 2017.
39. Under 22 U.S.C. § 96.42(d), Defendant EACI must return any funds to which the "prospective adoptive parent(s) may be entitled within sixty days of the completion of the delivery of services." The last date of Defendants' ability to perform any services was December 16, 2016, and refunds to consumers should have been provided by February 14, 2017.
40. At the time of debarment, hundreds of consumers had paid Defendants between several hundred to tens of thousands of dollars for ongoing adoption services.
41. To date, Defendants have failed to transfer intercountry adoption cases, adoption records, and consumers' paid adoption funds to other accredited agencies or persons for adoption services that were in process at the time of the debarment, in accordance with the approved transfer plans.
42. To date, Defendants have failed to provide refunds to the consumers for adoption services that the consumers have paid for, but have not been provided by Defendants.

43. As a result of Defendants' actions, consumers' pending adoptions cannot move forward without significant time and extra expenses to the consumers, including but not limited to, payment of administrative fees to the new adoption agency, payment of fees for certain adoption services to be redone by the new agency, additional travel expenses, etc.
44. Despite the promises made to consumers by Defendants, many consumers who have reached out to Defendants via phone regarding the failure to provide services, transfer files or funds, or provide refunds are unable to get through to Defendants or have their calls answered by an answering service that has no knowledge of the situation and do not receive calls back from Defendants.
45. Defendants' violations of law and their misrepresentations are a breach of fiduciary duty.

PLAINTIFF'S CAUSES OF ACTION:

**UNFAIR AND DECEPTIVE CONSUMER SALES PRACTICES AGAINST
DEFENDANT EACI AND DEFENDANT COLE**

46. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Forty-five (1-45) of this Complaint.
47. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in inadequate and unfair customer services.
48. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' adoption services, the transfer of adoption records, and status of refunds.
49. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(1), by representing that Defendants' adoption services have sponsorship, approval, performance characteristics, accessories, uses, or benefits that they do not have.

50. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(2), by representing that Defendants' adoption services are of a particular standard, quality, grade, style, prescription, or model, when they are not.
51. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(9), by representing that Defendants have sponsorship, approval, or affiliation that they do not have.
52. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, 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).

**UNCONSCIONABLE SALES PRACTICES AGAINST
DEFENDANT EACI AND DEFENDANT COLE**

53. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Fifty-two (1-52) of this Complaint.
54. Defendants have committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in and R.C. 1345.03(B)(6), by knowingly making misleading statements of opinion on which consumers relied to their detriment.
55. Such acts and practices have been previously determined by Ohio courts to violate the CSPA, 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).

FAILURE TO DELIVER AGAINST DEFENDANT EACI AND DEFENDANT COLE

56. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Fifty-five (1-55) of this Complaint.
57. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), by accepting payments from

consumers for intercountry adoption services and failing to (1) deliver the intercountry adoption services contracted and paid for; and (2) refund the payments to consumers within sixty days of ceasing the ability to deliver the intercountry adoption services.

58. Defendants have committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), by failing to transfer consumers' files for intercountry adoption services to other accredited agencies or persons in the required time frame of 10 days after the approval of the transfer plan.

**BREACH OF FIDUCIARY DUTY AGAINST DEFENDANT EACI AND
DEFENDANT COLE**

59. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Fifty-eight (1-58) of this Complaint.

60. R.C. 1716.17 states, in pertinent part, “[e]very person who solicits, collects, or expends contributions on behalf of a charitable organization or for a charitable purpose . . . and every officer, director, trustee, or employee of that person who is concerned with the solicitation, collection, or expenditure of those contributions shall be considered a fiduciary and as acting in a fiduciary capacity.”

61. R.C. 109.23(A) states, in pertinent part, “‘charitable trust’ means any fiduciary relationship with respect to property arising under the law of this state or of another jurisdiction as a result of a manifestation of intention to create it, and subjecting the person by whom the property is held to fiduciary duties to deal with the property within this state for any charitable, religious or educational purpose.”

62. Through the acts and omissions identified above, Defendants violated their fiduciary duties to the intended charitable beneficiaries.

63. Defendants' conduct, as described in this count, violates R.C. 1716.17 for which Plaintiff Ohio Attorney General is entitled to restitution and injunctive relief, and for which she is liable to pay a civil penalty of up to \$10,000 for each violation pursuant to R.C. 1716.16(B).

**DECEPTIVE ACTS OR PRACTICES AND MISLEADING THE PUBLIC AGAINST
DEFENDANT EACI AND DEFENDANT COLE**

64. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Sixty-three (1-63) of this Complaint.

65. R.C. 1716.14(A)(1) prohibits committing any deceptive act or practice in the planning, conducting or executing of any solicitation of contributions for a charitable organization or charitable purpose.

66. R.C. 1716.01(F) defines "deceptive act or practice" as "knowingly misrepresenting any material fact related to the planning, conducting, or executing of any solicitation of contributions for a charitable organization or charitable purpose or to the planning, conducting, or executing of a charitable sales promotion, when the misrepresentation induces any person to make a contribution to a charitable organization, for a charitable purpose, or in response to a charitable sales promotion."

67. R.C. 1716.14(A)(2) prohibits misleading any person as to any material fact concerning the solicitation of contributions for a charitable organization or charitable purpose.

68. Defendants' acts and omissions identified above violate R.C. 1716.14(A)(1) and (A)(2) for which the Ohio Attorney General's Office is entitled to an injunction prohibiting further solicitations by Defendants, restitution, attorney's fees and costs of investigation and litigation, and civil penalties of up to \$10,000 for each violation pursuant to R.C. 1716.16(B).

COMMON LAW FRAUD AGAINST DEFENDANT COLE

69. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Sixty-eight (1-68) of this Complaint.
70. At the January 5, 2015 meeting of the board of Defendant EACI, Defendant Cole expressed her “concern” about Defendant EACI’s “ability to show that the Corporation had sufficient liquid assets in connection with licensing requirements and in particular, licensing in Colombia. She indicated that in order to assist the Corporation with its financial requirements, prior to the end of 2014, she had donated to the Corporation certain property in Ashtabula County owned by her that had a probable sales value of approximately \$300,000.00 and that she also had loaned \$300,000.00 to the Corporation. She advised that there was a good likelihood that the property she donated could be sold in short order and that she expected the loan to be repaid from the proceeds of the sale of that property, hopefully, by the end of February.” In reliance upon this information, the board executed a promissory note for the sum of \$300,000.00 with Defendant Cole that was payable on demand any time after February 27, 2015.
71. At the time this promissory note was entered into, Defendant Cole had not transferred any real property to Defendant EACI.
72. The property in Ashtabula County was eventually transferred to Defendant EACI via Quit Claim Deed on March 2, 2015.
73. Defendant Cole made the above false or misleading statements and representations to board members regarding the amount and type of assets that Defendant EACI possessed. At the time of the debarment several families had been the process with Defendant EACI to adopt in Columbia.

74. Defendant Cole's statements and misrepresentations were purposeful, willful, wanton, and/or reckless and intended to mislead board members regarding the amount and type of assets that Defendant EACI possessed.

75. Board members relied on these false or misleading statements and representations regarding the amount and type of assets that Defendant EACI possessed and have suffered damages.

NUISANCE AGAINST DEFENDANT EACI AND DEFENDANT COLE

76. Plaintiff incorporates by reference, as if completely rewritten herein, all the allegations set forth in Paragraphs One through Seventy-five (1-75) of this Complaint.

77. R.C. 1716.14(B) provides, "[t]he act of soliciting contributions for any charitable organization or charitable purpose or engaging in a charitable sales promotion without complying with the requirements of this chapter or any rule adopted pursuant to this chapter is a nuisance."

78. Defendants violated R.C. 1716.14 with respect to Defendant EACI as stated above.

79. Defendants' conduct as described above violates R.C. 1716 and constitutes a nuisance subject to abatement. Plaintiff is entitled to an injunction prohibiting Defendants from distributing or accessing any assets of Defendant EACI. Plaintiff is further entitled to an injunction prohibiting further solicitations by the Defendants, freezing the accounts of Defendant EACI, and prohibiting Defendants from distributing or accessing any assets of Defendant EACI.

REFORMATION OF CHARITABLE TRUST

80. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Seventy-nine (1-79) of this Complaint.

81. Ohio courts recognize the equitable doctrine of *cy pres*, and courts will apply the doctrine when: (A) there is a viable charitable trust; (B) the donor evidenced a general charitable intent on promoting the trust; and (C) it has become impossible or impractical to carry out the specific purposes or terms of the trust.
82. Ohio case law also recognizes the equitable doctrine of deviation. Courts may apply the doctrine when it deems necessary or highly desirable in order to enable the trustee to perform the purposes of the trust. Courts may deviate from the terms of the trust if the provisions have become so restrictive as to impair accomplishment of the trust purposes.
83. Defendant EACI was formed as a charitable trust and is required to operate for the benefit of its charitable beneficiaries. As such, the funds of Defendant EACI may be used only for the charitable purposes set forth in the terms of the trust. Additionally, all charitable proceeds unjustly or illegally retained by Defendant EACI or Defendant Cole are subject to the same charitable trust.
84. The specific purposes and/or specific terms of the charitable trust have become impossible or impractical to perform due to the actions or inactions of Defendants.
85. The Ohio Attorney General is entitled to an order reforming the terms of the charitable trust, in order to most nearly fulfill the purposes of the charitable trust in accordance with the doctrine of *cy pres* or deviation.
86. Because Defendants Cole and Defendant EACI have proven incapable of appropriately managing and distributing charitable trust assets and solicitation proceeds collected on behalf of charitable purposes, the Ohio Attorney General requests an order reforming the charitable trust, dissolving Defendant EACI, and distributing all assets and proceeds to the Ohio Attorney General to be distributed to an organization with a similar charitable purpose.

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, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Admin. Code 109:4-3-01 et seq. in the manner set forth in the Complaint;
- B. ISSUE AN ORDER, pursuant to R.C. 1345.07, permanently enjoining Defendants EACI and Cole, doing business under these names, or any other name(s), their agents, partners, representatives, salespersons, employees, successors and assigns and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, in connection with any consumer transaction, from:
- (1) Engaging in business as a supplier in any consumer transaction in the State of Ohio 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' CSPA violations, and
 - (2) Engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, Ohio Admin. Code 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein;
- C. ISSUE AN ORDER permanently and perpetually enjoining Defendant Cole from holding any position as a volunteer, officer, trustee, employee, representative, independent contractor, or agent of any charitable organization in Ohio;

- D. ISSUE AN ORDER permanently and perpetually enjoining Defendant EACI from operating as an Ohio nonprofit corporation and dissolving the organization pursuant to R.C. 109.24;
- E. ISSUE AN ORDER permanently and perpetually enjoining Defendant Cole from soliciting in Ohio for charitable purposes or on behalf of any charitable organization, including, but not limited to, solicitations conducted as a volunteer, officer, trustee, employee, representative, independent contractor, or agent of an organization; or solicitations conducted as a professional solicitor, fundraising counsel, or commercial co-venturer, as those terms are defined in R.C. Chapter 1716;
- F. ISSUE AN ORDER permanently and perpetually enjoining Defendant Cole from incorporating or forming an Ohio nonprofit organization;
- G. ASSESS, FINE and IMPOSE upon Defendants EACI and Cole, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate Consumer Practices Sales Act violation described herein pursuant to R.C. 1345.07(D);
- H. ORDER Defendants EACI and Cole liable, pursuant to R.C. 1345.07(B), for reimbursement to all consumers found to have been damaged by Defendants' unfair, deceptive or unconscionable acts or practices, including, but not limited to, making restitution to consumers who paid money to Defendants but never received the services for which they paid;
- I. ORDER Defendants, pursuant to R.C. 1716.16(B) of the Ohio Charitable Organizations Act, to pay to Plaintiff Ohio Attorney General a civil penalty of up to \$10,000 for each violation, pursuant to R.C. 109.99(A);
- J. REFORM the charitable trust in accordance with the doctrine of *cy pres* or deviation, including dissolving Defendant EACI;

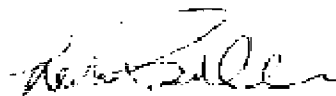
- K. As a means of ensuring compliance with this Court's Order and with the consumer protection laws of Ohio, ORDER Defendants EACI and Cole, their successors or assigns, under these or any other names, to maintain in their possession and control for a period of five years all business records relating to Defendants' solicitation or effectuation of business in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four hour notice, to inspect and/or copy any and all of said records, however stored, and further ORDER that copies of such records be provided at Defendants' expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives;
- L. GRANT Plaintiff its costs in bringing this action;
- M. ORDER Defendants to pay all court costs associated with this matter;
- N. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

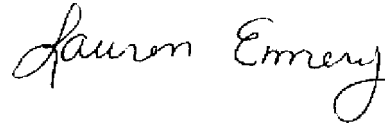


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A handwritten signature in cursive script that reads "Lauren Emery".

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