

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

STATE OF OHIO, ex rel.)	
ATTORNEY GENERAL)	Case No:
MICHAEL DEWINE)	
30 East Broad Street, 14 th Floor)	
Columbus, Ohio 43215)	
)	
Plaintiff,)	
)	Judge:
v.)	
)	
IGEEKSONLINE, LLC)	
c/o registered agent)	<u>COMPLAINT, REQUEST FOR</u>
Legalinc Corporate Services Inc.)	<u>DECLARATORY AND</u>
1991 Crocker Road, Ste 600A)	<u>INJUNCTIVE RELIEF,</u>
Westlake, Ohio 44145)	<u>CONSUMER DAMAGES, CIVIL</u>
)	<u>PENALTIES, AND OTHER</u>
and)	<u>APPROPRIATE RELIEF</u>
)	
Cherrokeye Evans)	
2798 Stonehenge Dr.)	
Columbus, Ohio 43224)	
)	
Defendants)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through 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 R.C. 1345.07.

2. The actions of Defendants, IGeeksOnline, LLC and Cherrokee Evans, have occurred 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.
3. Jurisdiction over the subject matter lies with the Court pursuant to the CSPA, R.C. 1345.04.
4. This Court has venue to hear this case pursuant to Ohio Civ R. 3(B)(1) and (2), as Defendants reside in this county and have their primary place of business in this county.

DEFENDANTS

5. Defendant IGeeksOnline, LLC (“IGeeksOnline”) is a limited liability company registered in Ohio with a principal place of business in Franklin County.
6. Defendant Cherrokee Evans (“Evans”) is an adult resident of the State of Ohio and Franklin County, who was and is the president, and an owner, officer, employee, or director of IGeeksOnline.
7. Upon information and belief, Defendant Evans directed supervised, approved, formulated, authorized, ratified, and/or otherwise participated in the acts and practices hereinafter alleged.
8. Defendants are “suppliers” as defined in R.C. 1345.01(C) because Defendant were, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).

STATEMENT OF FACTS

9. Defendants operated a business that purported to offer technical support to computer users.
10. Defendants marketed their services by either creating websites designed to look like the websites of other companies, or by creating popups that appeared when a consumer visited the website of another company.
11. For example, several consumers believed they were visiting the website for a GPS operator, and others believed they were visiting the website for their printer manufacturer. Instead, they were directed to a website that was actually run by IGeeksOnline.
12. The websites or pop-ups falsely stated that the consumers had a virus or needed to update their computer, and listed the phone-number for IGeeksOnline.
13. IGeeksOnline sometimes hid their identity from consumers who called in and told consumers they were a different company, such as Microsoft.
14. IGeeksOnline told Consumers who called the phone number that they had a virus or had to update their computer. IGeeksOnline told consumers that they could fix the consumer's computer if the consumer paid IGeeksOnline a fee, often between \$200 and \$1,000, and granted IGeeksOnline remote access to the consumer's computer.
15. The consumers' computers often did not have any viruses or need any updates or repairs.
16. Consumers paid the fee either electronically or by mailing a check to Defendant Evans.
17. Defendant Evans often sent significant funds to India and Mauritius, which, upon information or belief, is where the IGeeksOnline call-center is located.

18. Consumers sometimes requested refunds from IGeeksOnline, which IGeeksOnline did not provide.

PLAINTIFF'S FIRST CAUSE OF ACTION – VIOLATIONS OF THE CSPA

COUNT I – MISREPRESENTING SUBJECT OF A TRANSACTION

19. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-18 of this Complaint.
20. Defendants committed unfair or deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, uses, or benefits that it does not have.
21. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II – MISREPRESENTING THAT A REPAIR IS NECESSARY

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-21 of this Complaint.
23. Defendants committed unfair or deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that a repair is necessary when it is not.
24. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – MISREPRESENTING CHARACTERISTICS OF THE SUPPLIER

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.
26. Defendants committed unfair or deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that the supplier has a sponsorship, approval, or affiliation that it does not have.
27. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV – KNOWING THE CONSUMER WAS UNABLE TO BENEFIT FROM A TRANSACTION

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-27 of this Complaint.
29. Defendants committed unconscionable acts or practices in violation of CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into a consumer transaction when Defendants knew at the time the consumer transaction was entered into of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
30. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.03. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT V – KNOWINGLY MAKING A MISLEADING STATEMENT OF OPINION

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-30 of this Complaint.
32. Defendants committed unconscionable acts or practices in violation of CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by entering into a consumer transaction when Defendant knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment.
33. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.03. 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 requests that this Court:

1. **ISSUE A PERMANENT INJUNCTION** enjoining Defendant IGeeksOnline, LLC and Cherrokeye Evans, their agents, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with them, 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.
2. **ISSUE A DECLARATORY JUDGMENT** declaring that each act or practice described in Plaintiff's Cause of Action violates the CSPA, R.C. 1345.01 et seq. in the manner set forth therein.
3. **ORDER** Defendants IGeeksOnline, LLC and Cherrokeye Evans, pursuant to R.C. 1345.07(B), jointly and severally liable to reimburse all consumers damaged by their unfair, deceptive, and/or unconscionable acts or practices, including non-economic damages.

4. **ASSESS, FINE, AND IMPOSE** upon Defendants IGeeksOnline, LLC and Cherrokeye Evans, jointly and severally, a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein, pursuant to R.C. 1345.07(D).
5. **ORDER**, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, that Defendants IGeeksOnline, LLC and Cherrokeye Evans maintain in their possession and control for a period of five (5) years all business records relating to IGeeksOnline, LLC 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 such records.
6. **GRANT** the Ohio Attorney General its costs in bringing this action.
7. **ORDER** Defendants IGeeksOnline, LLC and Cherrokeye Evans to pay all court costs.
8. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Ohio Attorney General

/s/ Jeffrey R. Loeser
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