

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

STATE OF OHIO, ex rel.)	
ATTORNEY GENERAL)	Case No:
DAVE YOST)	
30 East Broad Street, 14 th Floor)	
Columbus, Ohio 43215)	
)	
Plaintiff,)	
)	Judge:
v.)	
)	
Support By Experts, LLC)	
c/o registered agent)	
Aman Sachan)	
591 Crimsonrose Run)	
Westerville, Ohio 43081)	
)	
and)	
)	
Real Tech Experts, LLC)	COMPLAINT, REQUEST FOR
c/o registered agent)	DECLARATORY AND
Aman Sachan)	INJUNCTIVE RELIEF,
591 Crimsonrose Run)	CONSUMER RESTITUTION, CIVIL
Westerville, Ohio 43081)	PENALTIES, AND OTHER
)	APPROPRIATE RELIEF
And)	
)	
Aman Sachan)	
591 Crimsonrose Run)	
Westerville, Ohio 43081)	
)	
Defendants)	

JURISDICTION AND VENUE

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

2. The actions of Defendants, Support by Experts, LLC, Real Tech Experts, LLC and Aman Sachan 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(C)(1) and (2), as Defendants reside in this county and have their primary place of business in this county.

DEFENDANTS

5. Defendant Support by Experts, LLC (“Defendant Support by Experts”) is a limited liability company registered in Ohio with a principal place of business in Franklin County.
6. Defendant Real Tech Experts, LLC (“Defendant Real Tech Experts”) is a limited liability company registered in Ohio with a principal place of business in Franklin County.
7. Defendant Aman Sachan (“Defendant Sachan”) is an adult resident of the State of Ohio and Franklin County, who was and is the owner and an officer, employee, or director of both Defendant Support by Experts and Defendant Real Tech Experts. Upon information and belief, at all times material to this Complaint, acting alone or in concert with others, Defendant Sachan has formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint.
8. Defendants are “suppliers” as defined in R.C. 1345.01(C) because Defendants 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 creating pop-ups that appeared when a consumer visited the website of another company. In some cases the website claimed that the pop-up messages were affiliated with Microsoft.
11. The websites or pop-ups stated that the consumers had a virus or that personal information on their computer had been breached, and listed the phone-number for Defendants.
12. In truth, Defendants did not know that any given consumer's computer had a virus or that their personal information had been breached at the time that the consumer would have seen the pop-up.
13. Defendants sometimes hid their identity from consumers who called in by telling them they were from a different company, such as Microsoft or Adobe.
14. Defendants told consumers who called the phone number to allow Defendants to remotely access the consumers' computers.
15. While remotely accessing consumers' computers, Defendants performed commands that could not have confirmed whether viruses existed on consumers' computers or that their personal information had been breached. While performing these commands, Defendants claimed that they were scanning consumers' computers for viruses or similar problems.
16. Defendants claimed that they had discovered viruses or similar problems on the consumers' computers.
17. Consumers' computers often had not experienced a data breach nor had any viruses.

18. Defendants told consumers that they could fix the consumers' computers if the consumers paid Defendants a fee, often between \$200 and \$1,000 and, in some cases, provided personal information to Defendants, such as pictures of their drivers' licenses.
19. Consumers paid the fee either electronically or by mailing a check to Defendant Sachan.
20. Consumers sometimes requested refunds from Defendants, which Defendants did not provide.

PLAINTIFF'S CAUSE OF ACTION – VIOLATIONS OF THE OHIO

CONSUMER SALES PRACTICES ACT

21. R.C. 1345.02(A) prohibits suppliers from committing "an unfair or deceptive act or practice in connection with a consumer transaction. Such an unfair or deceptive act or practice by a supplier violates this section whether it occurs before, during or after the transaction."
22. R.C. 1345.03(A) prohibits suppliers from committing "an unconscionable act or practice in connection with a consumer transaction. Such an unconscionable act or practice by a supplier violates this section whether it occurs before, during, or after the transaction."
23. Defendants' transactions described herein constitute "consumer transactions" under the CSPA, as that term is defined in R.C. 1345.01(A) to mean "a sale, lease, assignment, award by chance, or other transfer of an item of goods, a service, a franchise, or an intangible, to an individual for purposes that are primarily person, family, or household, or solicitation to supply any of these things."

COUNT I – MISREPRESENTING SUBJECT OF A TRANSACTION

24. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–23 of this Complaint.

25. 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.
26. 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

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–26 of this Complaint.
28. 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.
29. 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

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–29 of this Complaint.
31. 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.
32. 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

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–32 of this Complaint.
34. 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 consumer transactions when Defendants knew at the time the consumer transactions were entered into of the inability of the consumers to receive a substantial benefit from the subject of the consumer transaction.
35. 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

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1–35 of this Complaint.
37. 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 consumer transactions when Defendant knowingly made misleading statements of opinion on which the consumers were likely to rely to their detriment.
38. 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

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.* in the manner set forth in the Complaint.
- B. **ISSUE A PERMANENT INJUNCTION** enjoining all 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.*
- C. **ORDER** Defendants, 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.
- D. **ASSESS, FINE and IMPOSE** upon Defendants, jointly and severally, 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** the Ohio Attorney General its costs in bringing this action.
- G. **ORDER** Defendants to pay all court costs.
- H. **GRANT** such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General

/s/ Christopher Ramdeen

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