

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	CASE NO.
DAVE YOST	)	
30 E. Broad Street, 14th Floor	)	JUDGE
Columbus, Ohio 43215	)	
	)	
Plaintiff,	)	
v.	)	<b>COMPLAINT AND REQUEST FOR</b>
	)	<b>DECLARATORY JUDGMENT,</b>
DARLATOURS LTD	)	<b>INJUNCTIVE RELIEF,</b>
P.O. Box 92	)	<b>CONSUMER RESTITUTION, AND</b>
Zanesfield, Ohio 43360	)	<b>CIVIL PENALTIES</b>
	)	
and	)	
	)	
DARLA K. MOORE, individually and	)	
d/b/a DARLATOURS LTD	)	
2885 County Road #25 N	)	
Bellefontaine, Ohio 43311	)	
	)	
Defendants.	)	

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**JURISDICTION**

1. Plaintiff, State of Ohio, through Attorney General 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 the Attorney General by R.C. 1345.07.
  
2. The actions of Defendants Darla K. Moore (“Moore”) and DarlaTours LTD (“DarlaTours”) (“Defendants”), as described below, have occurred in Ohio, including in Franklin County, 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, Ohio Administrative Code (“O.A.C”) 109:4-3-01 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) because Franklin County is one of the counties which the Defendants conducted activity that gave rise to the claim for relief.

**DEFENDANTS**

5. Defendant DarlaTours is an Ohio limited liability company.
6. Defendant DarlaTours represented that its mailing address was P.O. Box 92, Zanesfield, Ohio 43360.
7. Defendant Moore is a natural person who resides at 2885 County Road #25 N., Bellefontaine, Ohio 43311.
8. Defendant Moore did business using the name DarlaTours LTD.
9. Defendant Moore directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant DarlaTours, as described in this Complaint.
10. At all times relevant to this action, Defendants have been engaged in the business of advertising, soliciting, offering for sale, or selling vacation tour packages to consumers.
11. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants engaged in the business of effecting “consumer transactions” by advertising and selling vacation tour packages to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).

**STATEMENT OF FACTS**

12. Defendants solicited consumers, including via the website [www.darlatours.net](http://www.darlatours.net) and via Facebook, for the purchase of group vacation tour packages.
13. Defendants sold domestic and international vacation packages to Ohio consumers.
14. Defendants accepted payments from consumers for vacation packages.
15. Consumers typically paid Defendants over \$4,000 for their vacations, usually via a payment plan.
16. Defendants told some consumers that their trips had to be canceled or postponed and then failed to provide refunds to those consumers whose trips had been canceled.
17. Defendants failed to deliver the vacation packages that consumers had paid for.
18. Some consumers paid in full for their trips but then requested to cancel and asked for refunds more than six months before their planned trips, as permitted by Defendants' contracts.
19. Defendants failed to honor consumers' cancellation requests and failed to provide refunds to consumers in accordance with their contracts.
20. When Defendants received inquiries from consumers who had not received their requested refunds, Defendants would assure the consumers that the refunds would be received shortly. Despite these assurances, Defendants never provided the refunds.

**CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Twenty (1-20) of this Complaint.

22. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02 of the CSPA 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 refunds.

**Count II –Failure to Honor Contract Terms**

23. Plaintiff incorporates by reference, as if fully rewritten herein, the allegations set forth in Paragraphs One through Twenty (1-20) of this Complaint.
24. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02(A) by failing to honor the written terms of their own contracts by failing to provide refunds to consumers who attempted to cancel their trips in accordance with Defendants' contracts.
25. Such acts or practices have been previously deemed by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

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

- A. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in this Complaint.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names or any other names, their agents, representatives, salespersons, employees, successors, or assigns, and all other persons acting in concert and participation 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., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- C. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of Defendants.
- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in Ohio until such time as they have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- F. GRANT the Plaintiff its costs 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.
- H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

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