

IN THE COURT OF COMMON PLEAS
MONTGOMERY 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.)	COMPLAINT AND REQUEST FOR
)	DECLARATORY JUDGMENT,
GATEWAY STUDENT TOURS, INC.)	INJUNCTIVE RELIEF,
200 Salina St., Ste. 101)	CONSUMER RESTITUTION, AND
Liverpool, NY 13088)	CIVIL PENALTIES
)	
and)	
)	
TIMOTHY J. BRONCHETTI individually)	
and dba GATEWAY STUDENT TOURS, INC))	
7624 Admiral Dr.)	
Liverpool, NY 13090)	
)	
Defendants.)	

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 Timothy J. Bronchetti ("Bronchetti") and Gateway Student Tours, Inc. ("Gateway") ("Defendants"), as described below, have occurred in Ohio, including in Montgomery 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 Montgomery County is one of the counties which the Defendants conducted activity that gave rise to the claim for relief.

DEFENDANTS

5. Defendant Gateway is a New York corporation that has been registered with the New York Secretary of State since April 27, 2016.
6. Defendant Gateway's principal place of business is 200 Salina St., Ste 101, Liverpool, New York 13088.
7. Defendant Bronchetti is a natural person who resides at 7624 Admiral Dr., Liverpool, New York 13090.
8. Defendant Bronchetti did business using the name Gateway Student Tours, Inc.
9. Defendant Bronchetti directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendant Gateway, 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 student 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 student 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 scheduled a student tour trip with Archbishop Alter High School in April 2019 that was set to begin April 3, 2020.
13. Consumers paid Defendants at least \$849 per consumer for the scheduled trip.
14. Some consumers paid Defendants an additional \$50 for travel insurance as specified in Defendants' contract.
15. On March 12, 2020, Archbishop Alter High School contacted Defendants to inform them that due to COVID-19, Ohio schools were closed.
16. On April 2, 2020, Ohio Governor Mike DeWine issued a shelter in place order.
17. Consumers that purchased travel insurance requested refunds in accordance with Defendants' contracts.
18. Consumers that did not purchase travel insurance also requested refunds.
19. Defendants never provided the refunds.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Failure to Provide Refunds

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Nineteen (1-19) of this Complaint.
21. Defendants committed unfair or deceptive acts or practices in violation of R.C. 1345.02 of the CSPA, by accepting money from consumers for goods or services and refusing to issue refunds once the goods and services were rendered useless due to COVID-19.

Count II – Failure to Honor Contract Terms

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

23. 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 purchased travel insurance and attempted to cancel their trips in accordance with Defendants' contracts.
24. 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

/s/ Lisa M. Treleven
LISA M. TRELEVEN (0086628)
Assistant Attorney General
Consumer Protection Section
411 Vine Street, 17th Floor
Cincinnati, Ohio 45202
(513)852-1527 (phone)
(866)347-2545 (fax)
Lisa.Treleven@OhioAGO.gov
Counsel for Plaintiff, State of Ohio