

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No:
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	
)	Judge:
Plaintiff,)	
v.)	
)	
AMANDA HARMON)	COMPLAINT AND REQUEST FOR
DBA THE SERAPE LLAMA)	DECLARATORY JUDGMENT,
2506 Christine Dr.)	INJUNCTIVE RELIEF, CIVIL
Granbury, TX 76048-6474)	PENALTIES, AND OTHER
)	APPROPRIATE RELIEF
Defendant.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its 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. 1345.01 *et seq.*

2. The actions of Amanda Harmon, aka Amanda Atherton, DBA The Serape Llama (“Harmon” or “Defendant”), hereinafter described, have occurred in Geauga County 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 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) and (6), in that Defendant conducted activity that gave rise to the claims for relief in Geauga County and Geauga County is the county in which all or part of the claims for relief arose.

DEFENDANT

5. Defendant Amanda Harmon, aka Amanda Atherton is a natural person residing at 2506 Christine Dr., Granbury, TX 76048-6474.
6. Defendant operated under the name The Serape Llama, a fictitious business name not registered with the Ohio Secretary of State.
7. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as she engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly to sell consumers custom items on her online shop for a fee, within the meaning of R.C. 1345.01(A).

STATEMENT OF FACTS

8. Defendant solicited consumers through her website <https://www.serapedstitches.com>.
9. Defendant operated her website from her home in Geauga County from December 2019 to June 2020.
10. Defendant did not have a retail business establishment having a fixed permanent location where goods were exhibited or offered for sale on a continuing basis.
11. Defendant offered goods, including clothing products such as jeans, shirts, infant’s clothing, toddler’s clothing, and children’s clothing, some of which was custom made for sale via The Serape Llama website.

12. Defendant advertised or promised prompt delivery and failed to take reasonable action to ensure prompt delivery.
13. Defendant represented to consumers that she would provide the ordered goods and services within four to six weeks and then failed to provide such goods and services in the time promised.
14. Defendant's delay in shipping the products often extended well beyond eight weeks.
15. Due to the COVID-19 pandemic, Defendant adjusted the delivery time with a new "turnaround time" of eight to twelve weeks.
16. Defendant failed to provide ordered goods in the newly promised turnaround time.
17. Defendant sold clothing products, including infant, toddler, and children's clothing, many of which no longer had the full extent of the intended use when finally provided after an unreasonable delay.
18. Defendant has failed to refund consumers' deposits or payments despite consumers' requests for refunds.
19. Defendant continued taking new orders from consumers even after many orders were unfulfilled.
20. Defendant issued store credit in lieu of refunds to some consumers.
21. Consumers requested refunds from Defendant and did not want store credit.
22. Defendant's inability to deliver goods to consumers made the store credit have no value.
23. Defendant represented to consumers that goods were shipped by providing them shipping numbers, but then failed to actually ship the items to consumers.

24. Defendant failed to register the fictitious name The Serape Llama with the Ohio Secretary of State.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF THE CSPA

COUNT I- FAILURE TO DELIVER

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

26. Defendant committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and then permitting eight weeks to elapse without making shipment or delivery of the goods ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods of equal or greater value as a good faith substitute.

27. The acts or practices described above violate O.A.C. 109:4-3-09. O.A.C. 109:4-3-09 was adopted on June 5, 1973 and was last amended on March 14, 2005. Defendant committed said violations after the rule took effect.

COUNT II- MISREPRESENTATION

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

29. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing dates by which all ordered items would be shipped and then failing to ship items by the promised dates.

30. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by falsely representing that consumers' orders were shipped to them when this was not the case and by providing inaccurate or misleading information about the status of orders.
31. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III- POOR CUSTOMER SERVICE

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.
33. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by engaging in inadequate and unfair customer service.
34. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV-FAILURE TO REGISTER FICTITIOUS NAME

35. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-24 of this Complaint.
36. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to register with the Ohio Secretary of State her use of a fictitious business name, as required by R.C. 1329.01.

37. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant 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 grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, and its Substantive Rules, in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendant, her 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.*, and its Substantive Rules.
- C. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendant as set forth in this Complaint.
- D. ASSESS, FINE and IMPOSE upon Defendant a civil penalty of up to \$25,000 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- E. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a Supplier in any consumer transactions in this state until such time as Defendant has satisfied all monetary obligations ordered pursuant to this litigation.

- F. GRANT Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendant to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
Attorney General



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