

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.)	<u>Complaint and Request for</u>
)	<u>Declaratory Judgment,</u>
JERRICHA RICHARDSON, individually)	<u>Injunctive Relief, Consumer Damages,</u>
and dba CROWNME COIL CARE LLC)	<u>and Civil Penalties</u>
dba ARCANI COIL CARE)	
2326 Cheviot Hills Lane,)	
Vandalia, OH 45377.)	
)	
)	
)	
and)	
)	
CROWNME COIL CARE, LLC)	
dba ARCANI COIL CARE)	
4626 Natchez Drive)	
Dayton, OH 45416)	
c/o Jericha Richardson)	
2326 Vandalia, OH 45377)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel 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 described below of Defendants Jerricha Richardson and CrownMe Coil Care, LLC dba Arcani Coil Care (collectively “Defendants”), have occurred in the State of Ohio, including in Montgomery County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, 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)(1)-3(C)(3), in that Montgomery County is where Defendant Richardson resides, where the Defendants’ principal place of business was located, and where the Defendants conducted activity that gave rise to the claims for relief.

DEFENDANTS

5. CrownMe Coil Care, LLC is an Ohio limited liability corporation registered with the Ohio Secretary of State.
6. Arcani Coil Care is a registered trade name of CrownMe Coil Care, LLC.
7. Defendant Richardson does business as CrownMe Coil Care, LLC and Arcani Coil Care.
8. Defendant Richardson is a natural person who, upon information and belief, resides at 2326 Cheviot Hills Lane, Vandalia, OH 45377.
9. Defendant CrownMe Coil Care, LLC, doing business as Arcani Coil Care, has represented that its place of business was a storefront salon located at 2809 Philadelphia Dr., Dayton, OH 45405. The address registered with the Ohio Secretary of State is 4626 Natchez Dr., Dayton, OH 45416. Upon information and belief, Defendant Richardson operates the business solely from her home address at this time.
10. Defendant Richardson directed, supervised, approved, formulated, authorized, ratified,

benefited from, and/or otherwise participated in the acts and practices of CrownMe Coil Care, LLC and Arcani Coil Care, as described in this Complaint.

11. At all times relevant to this action, Defendants engaged in the business of soliciting, offering for sale, or selling hair care products.
12. Defendants are each a “supplier” as that term is defined in R.C. 1345.01(C) because, at all times relevant herein, Defendants engaged in the business of effecting “consumer transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

13. Defendants sold hair products through online forums.
14. Defendant Richardson personally formulated, made, packaged, labeled and prepared for shipping the hair care products Defendants offered for sale online.
15. Defendants engaged in the online solicitation of hair care products, and related goods and services using the registered name Arcani Coil Care.
16. Defendants entered into online agreements with consumers for the purchase of hair care products and related goods and services.
17. Defendants accepted money from consumers for the purchase of hair care products.
18. After accepting money from consumers for the purchase of hair care products, Defendants failed to deliver the hair care products to some consumers.
19. Some consumers who had hair care products shipped to them found that the product was delivered to them with an inaccurate amount contained therein.
20. Some consumers who had hair care products shipped to them found the product contained

mold, or developed mold shortly after being opened.

21. Defendant Richardson admitted to the State that she prepared and packaged product for approximately 90 consumers that were not given adequate time for the product to cool before closing the container and preparing the containers for shipment and delivery.
22. Defendants did not provide substitute product(s) to the consumers who did not receive the ordered product(s) or to those whose product(s) contained mold.
23. Some consumers who did not receive the ordered hair care products requested refunds from Defendants.
24. Defendants did not provide refunds to consumers to whom they did not deliver the promised hair care products.
25. Some consumers who received incorrect or moldy hair care products requested refunds from Defendants.
26. Defendants did not provide refunds to consumers that received incorrect or moldy hair care products.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Unfair or Deceptive Consumer Sales Practices

27. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
28. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.02(B)(2), by representing that the Defendants' hair care products are of a particular standard, quality, grade, style, prescription or model, that they are not. Specifically, Defendants failed to provide product that was as represented, either in the correct amount provided on the product label, and/or failing to provide a product that

was of the quality represented.

29. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to the CSPA, R.C. 1345.05(A)(3).

Count II – Failure to Deliver

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
31. Defendants engaged in unfair or deceptive acts or practices in violation of the CPSA, R.C. 1345.02(A), 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 within eight weeks, and failing to provide full refunds.

PRAYER FOR RELIEF

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

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants Jerricha and CrownMe Coil Care, LLC, doing business under their own names, the names Arcani Coil Care or any other names, under other 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., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. 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.

- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. 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).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Jaime L. Agnew
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