

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

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

Plaintiff,

V.

LOVE BUG ORGANICS, LLC
c/o Mark Brooks, Statutory Agent
610 E. Markison Avenue
Columbus, Ohio 43207

and

MARK BROOKS
610 E. Markison Avenue
Columbus, Ohio 43207

and

ROCHELLE BROOKS
3509 Sunshine Pl.
Grove City, Ohio 43123

Defendants.

[illegible]

Case No.

Judge

**COMPLAINT AND REQUEST
FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CIVIL
PENALTIES, CONSUMER DAMAGES,
AND OTHER APPROPRIATE RELIEF**

JURISDICTION AND VENUE

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 of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions described below of Defendants Love Bug Organics, LLC (“Love Bug”), Mark

Brooks, and Rochelle Brooks (collectively, “Defendants”) have occurred in the State of Ohio, including in Franklin County, and, as set forth below, are in violation of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 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), in that Franklin County is where Defendants Mark Brooks and Rochelle Brooks reside, where Defendants’ principal place of business was located, and where Defendants conducted some of the activity that gave rise to Plaintiff’s claims for relief.

DEFENDANTS

5. Defendant Love Bug is an Ohio limited liability corporation with a principal place of business previously located at 4291 Sestos Drive, Columbus, Ohio 43207.
6. Defendant Mark Brooks is a natural person who resides at 610 E. Markison Avenue, Columbus, Ohio 43207.
7. Defendant Rochelle Brooks is a natural person who resides at 3509 Sunshine Place, Grove City, Ohio 43123.
8. Defendants Mark Brooks and Rochelle Brooks dominated, controlled, directed, and approved the business activities and sales conduct of Defendant Love Bug at the time of the violations set forth in this Complaint and caused, personally participated in, or ratified the acts and practices of Defendant Love Bug, as described in this Complaint.
9. Defendants were, at all times relevant to this action, engaged in the business of soliciting, offering for sale, and selling homemade “artisanal products” to consumers.
10. Defendants are “supplier[s]” as Defendants were, at all times relevant herein, engaged in

the business of effecting or soliciting “consumer transactions” by soliciting and selling goods or services to individuals for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).

STATEMENT OF FACTS

11. Defendants solicited consumers, primarily through a “Love Bug Organics” business Facebook page, for the purchase of Defendants’ homemade “artisanal products,” such as soaps, candles, and lotions.
12. Defendants maintained a website, lovebugorganics.com, which facilitated consumers’ purchase of Defendants’ products.
13. At all times relevant to this action, Defendant Rochelle Brooks’s personal Facebook page described her as a “small business owner” and included a link to lovebugorganics.com; additionally, Defendant Rochelle Brooks frequently posted on her personal page about Love Bug’s products.
14. When making a purchase on Defendants’ website, consumers were prompted to use their credit cards to pay for the products they selected.
15. Defendants accepted these upfront credit card payments using online payment processors such as PayPal and Stripe.
16. Consumer payments were deposited into Defendants’ bank accounts, including into accounts opened under Defendant Mark Brooks’s name and Defendant Rochelle Brooks’s name.
17. Consumers who placed an order on the Love Bug website received an email confirming the details of their order, including payment method and shipping address.
18. Although no delivery date was provided for orders, Defendants promised consumers that

“Orders are filled within 21 days.”

19. Even after 21 days passed from the date of order, Defendants failed to deliver consumers’ orders.
20. Concerned about missing orders, consumers contacted Defendants in various ways, including by sending messages to the Facebook pages of Defendant Love Bug and Defendant Rochelle Brooks.
21. In reply, the Facebook pages of Defendant Love Bug and Defendant Rochelle Brooks provided consumers with excuses for the delay and assured consumers that their products would be delivered soon.
22. Despite these assurances, Defendants still failed to deliver the products that consumers had ordered.
23. Consumers who did not receive their orders requested refunds from Defendants.
24. In some cases, Defendants told consumers they would receive refunds of their deposits.
25. Defendants failed to refund consumers’ payments despite Defendants’ representations that refunds would be provided.
26. For example, one consumer who had not received an order placed on March 1, 2024, sent Defendant Rochelle Brooks a message via Facebook Messenger on May 10, 2024. Defendant Rochelle Brooks replied on May 22, 2024, assuring the consumer that, “I’ll make sure you receive a refund.”
27. The consumer messaged Defendant Rochelle Brooks again on May 29, 2024, inquiring about the promised refund. Defendant Rochelle Brooks replied, stating that, “It takes several days for the payment processor to put it back onto the card.”
28. The consumer did not receive the refund, so the consumer messaged Defendant Rochelle

Brooks again on June 6, 2024. Defendant Rochelle Brooks did not reply.

29. To this date, the consumer has not received the refund that Defendants promised to provide her.
30. Whether or not consumers were able to directly request a refund from Defendants, Defendants kept consumers' deposits paid for the "artisanal products" and have not delivered the products consumers purchased.

CAUSES OF ACTION: VIOLATIONS OF THE CSPA

COUNT 1 - FAILURE TO DELIVER

31. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
32. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, 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 2 – MISREPRESENTATION

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
34. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds, including promising consumers that they would be provided refunds but not providing refunds.
35. 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 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. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own names, the name Love Bug Organics, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 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, Ohio Adm.Code 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 damages to all consumers injured by the conduct of Defendants.
- 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. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with a consumer transaction.
- F. GRANT 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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