



**FINDINGS OF FACT**

1. Defendant is a Nevada limited liability company formed in 2012, and registering its principal place of business at 5348 Vegas Dr #964, Las Vegas, NV 89108.
2. Defendant marketed and sold via telephone its vehicle service contracts, as well as the vehicle service contracts of third parties to Ohio consumers for a fee.
3. In marketing and selling the vehicle service contracts to consumers, Defendant engaged in telephone solicitations by initiating outbound telephone calls to residential and/or cellular telephone numbers of Ohio residents to represent the price and availability of goods and services and to induce the persons to make purchases.
4. Defendant is a "telephone solicitor," as that term is defined in R.C. 4719.01(A)(8), as it was, at all times relevant herein, engaged in telephone solicitation to persons in Ohio.
5. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as it was, at all times relevant herein, engaged in the business of effecting and soliciting "consumer transactions" for purposes that are primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).
6. Defendant has never obtained a certificate of registration to be a telephone solicitor from the Ohio Attorney General's Office.
7. Defendant has never obtained and filed a copy of a surety bond with the Ohio Attorney General's Office, in connection with being a telephone solicitor.
8. Plaintiff sent notice of alleged violations of the TSSA and the CSPA to Defendant on February 25, 2021 via UPS overnight mail to its business address, directed to the attention of Tomas Milar, Defendant's designated agent of service.

**PLAINTIFF'S ALLEGATIONS OF FACT**

9. Plaintiff alleges that in connection with Defendant's telephone solicitation activities, Defendant made or submitted charges to consumer purchasers' bank or credit card accounts for purchases without having first received from the purchasers the original copies of signed, written confirmations containing all of the following information printed in at least a 10 point font and in a color clearly contrasting with all background: (a) Defendant's name; the number of a certificate of registration issued under R.C. 4719.03; (b) Defendant's address and phone contact information; (c) an itemized list of all prices and fees; (d) the date of the transaction; (e) a detailed description of the goods or services sold; (f) all material terms and conditions of Defendant's policies for making refunds, cancellations, exchanges, or purchases; and (g) the statement set forth in R.C. 4719.07(F)(10).
10. Plaintiff alleges that in connection with Defendant's telephone solicitations, Defendant did not provide to consumer purchasers two copies of a written notice of cancellation containing all of the following information printed in at least a 10 point font and in a color clearly contrasting with all background: (a) Defendant's name; the number of a certificate of registration issued under R.C. 4719.03; (b) Defendant's address and phone contact information; (c) an itemized list of all prices and fees; (d) the date of the transaction; (e) a detailed description of the goods or services sold; and (f) the required statement set forth in R.C. 4719.07(H)(4)(g).
11. Defendant does not admit to any of the allegations made by Plaintiff.

**CONCLUSIONS OF LAW**

12. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 4719.12 of the TSSA and R.C. 1345.04 of the CSPA.
13. The Ohio Attorney General is the proper party to bring this action.
14. The CSPA, its Substantive Rules, and the TSSA govern Defendant's business practices.
15. Venue is proper pursuant to Ohio Civil Rules 3(C)(3).
16. A "supplier" is defined in the CSPA, R.C. 1345.01(C), as being engaged in the business of effecting consumer transactions by soliciting and selling goods and services of third parties, including automobile services, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
17. A "telephone solicitor" as that term is defined in the TSSA, R.C. 4719.01(A)(8), as being engaged in telephone solicitations to persons in Ohio.
18. A "telephone solicitation sales" as that term is defined in the TSSA, R.C. 4719.01, is engaging in the solicitation of goods and services of third parties, including automobile services, to Ohio consumers.
19. A supplier initiates "telephone solicitations" when they engage in "communications" initiated on behalf of "telephone solicitors" or "salespersons" to induce persons to purchase "goods or services", as those terms are defined in TSSA, R.C. 4719.01(A).
20. A supplier violates the TSSA, R.C. 4719.02(A), and the CSPA, R.C. 1345.02(A), by acting as a telephone solicitor without first obtaining a certificate of registration from the Ohio Attorney General.

21. A supplier violates the TSSA, R.C. 4719.04(A), by acting as a telephone solicitor without first obtaining and filing with the Ohio Attorney General's Office a copy of a surety bond that complies with R.C. 4719.04(A)(1) through (4).
22. A supplier violates the TSSA, R.C. 4719.07(C), and the CSPA, R.C. 1345.02(A), by submitting a charge to a consumer purchaser's bank or credit card account without first obtaining from the consumer original copies of signed, written confirmations complying with R.C. 4719.07(F) and (G), or meeting the requirements under R.C. 4719.07(H) for being exempt from doing so.

**ORDER**

- A. The Court hereby DECLARES that a supplier who commits the acts and practices alleged in Plaintiff's Complaint and in Paragraphs 9-10 above violates the TSSA and the CSPA in the manner set forth in the Complaint.
- B. For the purpose of effecting this Consent Judgment, it is therefore ORDERED, ADJUDGED, and DECREED that Defendant, under its own name or any other names, together with its owners, officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with it directly or indirectly through any corporate device, partnership or association, is hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the TSSA, R.C. 4719.01 et seq.
- C. Defendant, doing business under the name Vehicle Protection Specialists LLC or any other name(s), their agents, owners, officers, partners, representatives, salespersons, employees,

successors and assigns, including any person or entity which purchases, acquires, or otherwise receives any interest (whether legal, equitable, contractual, or otherwise) in the Defendant's businesses and continues to operate the business, in connection with any consumer transaction, are PERMANENTLY ENJOINED from acting as a "telephone solicitor", as that term is defined in the TSSA, R.C. 4719.01(A)(8), and from engaging in "telephone solicitations", as that term is defined in the TSSA, R.C. 4719.01(A), within the State of Ohio and with Ohio consumers.

- D. The Court hereby ASSESSES, FINES and IMPOSES upon Defendant a civil penalty, in the amount of Fifteen Thousand Dollars (\$15,000.00) for the alleged violations of the TSSA pursuant to R.C. 4719.12(B). Payments shall be made to the Attorney General's Office, in accordance with Paragraph G.
- E. The Court hereby ASSESSES, FINES and IMPOSES upon Defendant a civil penalty, in the amount of Fifteen Thousand Dollars (\$15,000.00) for the alleged violations of the CSPA pursuant to R.C. 1345.07(D). Payments shall be made to the Attorney General's Office, in accordance with Paragraph G.
- F. The Court hereby ORDERS Defendant to pay Seven Hundred Fifty Hundred Dollars (\$750.00) to Plaintiff for Investigative costs and attorney fees associated with the prosecution of this action. Payments shall be made to the Attorney General's Office, in accordance with Paragraph G.
- G. Payment of the amounts required pursuant to Paragraphs D-F above, in the total amount of Thirty Thousand Seven Hundred Fifty Dollars (\$30,750.00) shall be made via certified

check or money order, made payable to the "Ohio Attorney General's Office," and delivered to:

**Consumer Protection Section  
Attn: Finance Specialist  
Office of the Ohio Attorney General  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

Defendant shall pay Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00) on or prior to execution of this document. Defendant shall make a second payment of Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00) within 30 days of execution of this Consent Judgment. Defendant shall make a final payment of Ten Thousand Two Hundred and Fifty Dollars (\$10,250.00) within 60 days of execution of this Consent Judgment.

- H. It is further ORDERED that if Defendant fails to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder.
- I. Defendant shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of its business operations.
- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendant to abide by this Consent Judgment, Defendant shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.

- K. The Court hereby ORDERS Defendant to resolve in good faith any future complaints related to this case against Defendant filed with the Ohio Attorney General's Office after entering into this Consent Judgment and that are forwarded to Defendant, including, but not limited to, rescission of the contract or restitution to consumers. Complaint resolution shall occur within thirty (30) days of the date the Ohio Attorney General forwards any such complaints to the Defendant.
- L. The Court further ORDERS that Defendant shall cooperate with the Ohio Attorney General's Office in any investigations that Plaintiff initiates into Defendant.
- M. The Court hereby ORDERS Defendant to pay all court costs associated with this matter.

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**JUDGE JAIZA PAGE**

**DATE:** \_\_\_\_\_

**AGREED TO AND SUBMITTED BY:**

DAVE YOST  
OHIO ATTORNEY GENERAL

/s/ Christopher Ramdeen

**Christopher Ramdeen (0095623)**

Assistant Attorney General

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/s/ Matthew T. Anderson

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/s/ Daniel Laurent  
Daniel Laurent, Managing Member  
Vehicle Protection Specialists, LLC  
*Defendant*

Franklin County Court of Common Pleas

**Date:** 05-16-2023  
**Case Title:** STATE OF OHIO EX REL ATTORNEY GENERAL -VS- VEHICLE  
PROTECTION SPECIALISTS LLC  
**Case Number:** 21CV006713  
**Type:** AGREED ORDER

It Is So Ordered.

A circular court seal is visible in the background, featuring the text "FRANKLIN COUNTY OHIO" and "CLERK OF COURTS". Overlaid on the seal is a handwritten signature in black ink, which appears to be "Jaiza Page".

/s/ Judge Jaiza Page