

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

FRANKLIN COUNTY, OHIO)
)
IN THE MATTER OF:)
)
JLC DISABILITY SERVICES, LLC)
3560 West Market Street, Suite 305-A)
Akron, Ohio 44333)

DOCKET NO. 522391

RECEIVED
ATTORNEY GENERAL OF OHIO

DEC 18 2017

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 7th day of December, 2017 by Michael DeWine, the Attorney General of the State of Ohio ("Attorney General"), and JLC Disability Services, LLC.

For purposes of this Assurance, "Respondent" means JLC Disability Services, LLC., its agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with it, directly or indirectly, through any corporate device, partnership or association. Respondent, JLC Disability Services, LLC, is a limited liability company which was organized under the laws of the State of Ohio on May 10, 2013, with its principal place of business at 8000 Walton Parkway, New Albany, Ohio 43054.

WHEREAS, the Attorney General, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, conducted an investigation pursuant to the authority granted to him by Section 1345.06 of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq.,

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F) terminate an investigation upon the acceptance of an Assurance of Voluntary Compliance; and

WHEREAS, Respondent voluntarily enters into this Assurance of Voluntary Compliance with the Attorney General as it intends and desires to comply with all aspects of consumer law, including but not limited to, the provisions of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C."), 109:4-3-01 et seq.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- 1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- 2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of Respondent's business practices and actions occurring on or before the Effective Date of this Assurance, exclusive of those matters necessary to pursue related to Case No. 17 CV 0088059 now pending in the Franklin County Court of Common Pleas.
- 3) Respondent agrees to cooperate and participate, if necessary, to speak to the truth of matters of which it has knowledge, in Franklin County Court of Common Pleas Case No. 17 CV 0088059.
- 4) By giving this written Assurance, Respondent agrees to comply with all the terms of this Assurance and to conduct business in compliance with all applicable Ohio laws, including without limitation, the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.

STATEMENT OF FACTS

- 5) In May of 2013, Respondent began soliciting and selling consulting services to consumers seeking disability benefits from their retirement systems.

- 6) Respondent is a "supplier" as Respondent was, at all times relevant hereto, engaged in the business of effecting "consumer transactions," either directly or indirectly, by soliciting or selling goods or services to "consumers" for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
- 7) Respondent offered consulting services to consumers who were members of public employee retirement systems including, the Ohio Police and Fire Pension Fund, the State Teachers Retirement System, the State Employees Retirement System, and the Ohio Public Employee Retirement System.
- 8) Respondent verbally represented to consumers, in-person and on its website at www.disabilityohio.com, that benefits of its service included, *inter alia*, coordinating medical exams with specialized physicians, collecting and analyzing medical records to include those with the application providing the strongest support, completing application forms, representing members in communications and hearings with the retirement system, maintaining application records and filing renewal applications or other documents necessary to retain benefits.
- 9) Respondent represented that it possessed expertise and extensive experience assisting consumers with obtaining disability benefits from Ohio public pension systems.
- 10) At times, Respondent failed to deliver the consulting services as represented and failed to provide refunds.

COMPLIANCE PROVISIONS

- 11) In connection with the advertising, offering and sale of goods and/or services, Respondent shall refrain from violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., specifically including but not limited to:
- a. CSPA, R.C. 1345.02(B)(2), by representing that its service would be provided with a particular standard or quality when it was not; and
 - b. CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09, by accepting money from consumers for services and then permitting eight weeks to elapse without (a) delivering services as promised; (b) making full refunds; or (c) advising consumers of the duration of an extended delay and offering to send refunds within two weeks, if the consumers so request.

GENERAL PROVISIONS

- 12) This Assurance shall be governed by the laws of the State of Ohio.
- 13) This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondent shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Respondent's business practices.
- 14) This Assurance sets forth the entire agreement between the Attorney General and Respondent (the "Parties") and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.

- 15) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- 16) Respondent shall continue to negotiate in good faith, and resolve, through the Office of the Attorney General, any consumer complaints filed with this office concerning Respondent's conduct occurring prior to or after the Effective Date of this Assurance.
- 17) This Assurance is a public record and shall be maintained in the Public Inspection File.

CONSUMER RESTITUTION

- 18) As part of the consideration for the termination of the Attorney General's investigation of Respondent under the CSPA, R.C. 1345.06, the Respondent agrees to provide consumer restitution in the amount of Nine Thousand One Hundred-Fifty Dollars and Zero Cents (\$9,150.00) to be distributed by the Attorney General to the consumers listed on Exhibit A.
- 19) The amount due to the Attorney General under this agreement shall be paid on the following schedule: \$4000.00 (Four Thousand Dollars and zero cents) due upon the execution of this Assurance; \$3000.00 (Three Thousand Dollars and zero cents) due on the monthly anniversary of the effective date of this Assurance and \$2150.00 (Two Thousand One Hundred Fifty Dollars and zero cents) due on the second monthly anniversary of the effective day of this Assurance.

- 20) The payments due to the Attorney General under this agreement shall be made by delivering to the Assistant Attorney General listed below a certified check or money order, made payable to the "Ohio Attorney General's Office," at the following address:

**Ohio Attorney General's Office
Consumer Protection Section
Attn: Finance Compliance Unit
30 East Broad Street, 14th Floor
Columbus, Ohio 43215**

PENALTIES FOR FAILURE TO COMPLY

- 20) The Attorney General may assert any claim that Respondent has violated this Assurance in a separate civil action to enforce this Assurance, or to seek any other relief afforded by law, including attorney fees, investigative costs, and a civil penalty of \$25,000.00 for each separate and appropriate violation the Attorney General asserts Respondent has committed. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Respondent does not waive any evidentiary objection or any other objection he may have as permitted by law to the admissibility of any such evidence.
- 21) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA by Respondent. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 et seq., if presented after the violation in an action brought under the CSPA, R.C. 1345.01 et seq.
- 22) This Assurance shall in no way exempts Respondent from any other obligations imposed by law, and nothing contained herein shall relieve Respondent of any legal responsibility

for any acts or practices engaged in by Respondent other than those acts specifically resolved by this Assurance.

23) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Respondent under any legal authority granted to the Attorney General:

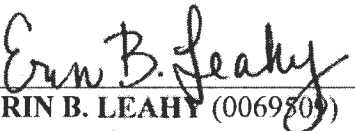
(a.) With respect to the transactions or occurrences which are the subject of this enforcement action, if the terms of this Assurance are not fully obeyed; or

(b.) With respect to transactions or occurrences which are not the subject of this action.

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 7th day of December, 2017.

SIGNATURES

MICHAEL DEWINE
OHIO ATTORNEY GENERAL


ERIN B. LEAHY (0069809)
Senior Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 752-4730
(866) 768-2648 (facsimile)
Counsel for the Ohio Attorney General

12/15/17
DATE


JLC Disability Services, LLC.
Steven L. Simpson, Managing Member
3560 West Market Street, Suite 305-A
Akron, Ohio 44333

12/7/17
DATE

EXHIBIT A

Last Name **First Name** **Restitution Amount**

Jacobs	Rick	\$250.00
Jaso	Angelo	\$1,000.00
Kleinhans	Sherri	\$500.00
McMahon	Sherrey	\$1,000.00
Salamone	Craig	\$1,000.00
Soucie	Gregory	\$2,000.00
Stewart	Debra	\$900.00
Stitt	William	\$1,000.00
Ward	Garic	\$500.00
Ziegler	Sherry	\$1,000.00

Total: **\$9,150.00**