

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

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ATTORNEY GENERAL OF OHIO

FEB 27 2019

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
MICHAEL DEWINE)	CASE NO. 18-CV-7102
)	
Plaintiff,)	JUDGE O'DONNELL
)	
v.)	
)	
IGEEKSONLINE, LLC, et al.)	
)	
Defendants)	

**CONSENT JUDGMENT AND FINAL AGREED ORDER AND ENTRY AGAINST
DEFENDANT CHERROKEYE EVANS**

This matter came to be heard upon the filing of a complaint by Plaintiff, State of Ohio ex rel. Attorney General Michael DeWine ("Plaintiff"), charging Defendants IGeeksOnline, LLC and Cherrokeye Evans ("Defendant Evans") with violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq. Plaintiff and Defendant Evans have agreed to settle and resolve the matters contained herein and all claims alleged against Defendant.

By signing this Consent Judgment and Agreed Entry and Order ("Consent Judgment"), Defendant Evans submits to the personal jurisdiction of this Court and consents to the entry of this judgment. For purposes of settlement only, Defendant Evans consents to the imposition of this Order, and to the rights of Plaintiff to enforce this Order.

Although Defendant Evans agrees with the Findings of Fact in this Consent Judgment and consents the imposition of this Order, Defendant Evans further states that IGeeksOnline, LLC was primarily operated by individuals located in India. Defendant Evans states that she was often not aware of the full extent of the actions taken by the individuals in India. Plaintiff finds

Defendant Evans' statements to be credible, and has taken them into account by agreeing to suspend imposition of civil penalties against Defendant Evans pursuant to the conditions discussed in this Order.

This litigation remains pending against Defendant IGeeksOnline, LLC ("IGeeksOnline").

FINDINGS OF FACT

1. Defendant Evans is an adult resident of the State of Ohio and Franklin County.
2. Defendant Evans was the president and an employee of IGeeksOnline.
3. Defendant Evans has ceased all involvement with IGeeksOnline.
4. Defendants Evans and IGeeksOnline operated a business that purported to offer technical support to computer users.
5. IGeeksOnline marketed their services by either creating websites designed to look like the websites of other companies, or by creating popups that appeared when a consumer visited the website of another company.
6. For example, several consumers believed they were visiting the website for a GPS operator, and others believed they were visiting the website for their printer manufacturer. Instead, they were directed to a website that was actually run by IGeeksOnline.
7. The websites or pop-ups falsely stated that the consumers had a virus or needed to update their computer, and listed the phone-number for IGeeksOnline.
8. IGeeksOnline sometimes hid their identity from consumers who called in and told consumers they were a different company, such as Microsoft.
9. IGeeksOnline told consumers who called the phone number that they had a virus or had to update their computer. IGeeksOnline told consumers that they could fix the

consumer's computer if the consumer paid IGeeksOnline a fee, often between \$200 and \$1,000, and granted IGeeksOnline remote access to the consumer's computer.

10. The consumers' computers often did not have any viruses or need any updates or repairs.
11. Consumers paid the fee either electronically or by mailing a check to Defendant Evans.
12. Defendant Evans often sent significant funds to India and Mauritius which is where the IGeeksOnline call-center is located.
13. Consumers sometimes requested refunds from IGeeksOnline, which IGeeksOnline did not provide.
14. Defendant Evans assisted with the practices described in Findings of Fact Paragraphs 4-13.

CONCLUSIONS OF LAW

1. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.07 and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1) and (2).
4. Defendant Evans is a "supplier" as that term is defined in R.C. 1345.01(C), since Defendant Evans engaged in the business of effecting or soliciting consumer transactions, by offering for sale and providing technical support services to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).

5. Defendant Evans committed unfair and deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that the subject of a consumer transaction had sponsorship, approval, performance characteristics, uses, or benefits that it did not have.
6. Defendant Evans committed unfair and deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that she had a sponsorship, approval, or affiliation that she did not have.
7. Defendant Evans committed unfair and deceptive acts or practices in violation of CSPA, R.C. 1345.02(A), by representing that a repair was necessary when it was not.
8. Defendant Evans committed unconscionable acts or practices in violation of CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions when Defendant Evans knew at the time the consumer transaction was entered into of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction.
9. The acts or practices described in Conclusions of Law Paragraphs 5-8 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.02 and 1345.03. Defendant Evans committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For the purposes of affecting this CONSENT JUDGMENT AND AGREED ENTRY AND ORDER, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff's request for a Declaratory Judgment that the acts set forth above Paragraphs 5 through 8 of the Conclusions of Law violate the CSPA, R.C. 1345.01 et seq., is hereby GRANTED.

2. Defendant Cherrokeye Evans, her officers, agents, servants, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with her, directly or indirectly, through any corporate device, partnership or association, in connection with any consumer transaction, is hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive or unconscionable acts or practices that violate the CSPA, 1345.01 et seq.
3. Defendant Cherrokeye Evans is PERMENANTLY ENJOINED from owning or having any ownership interest in (other than holding stock in a publicly traded company) a business that provides technical support or information technology support to consumers in Ohio.
4. Defendant Cherrokeye Evans is ORDERED to pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000), pursuant to R.C. 1345.07(D). The full amount of this civil penalty is suspended upon compliance of Defendant Cherrokeye Evans with the injunctions contained in Order Paragraphs 2 and 3. If Defendant Cherrokeye Evans violates the injunctions contained in Order Paragraphs 2 and 3, the full amount of the civil penalty shall immediately become due.
5. Defendant Cherrokeye Evans shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of her business operations.
6. It is further ORDERED that Defendant Cherrokeye Evans's failure to comply with the terms of this Consent Judgment shall constitute a violation of an injunction of this Court, and Plaintiff may seek a civil penalty pursuant to R.C. 1345.07(A)(2) for such a violation.

7. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendant Cherrokeye Evans to abide by this Consent Judgment, Defendant Cherrokeye Evans 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 and investigative costs.
8. Defendant Cherrokeye Evans shall pay all court costs.

Date

Judge Colleen O'Donnell

Approved By:

/s/ Jeffrey R. Loeser
Jeffrey R. Loeser (0082144)
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/s/ Cherrokeye Evans, Pro Se Litigant, per authorization, by Jeffrey Loeser, attorney
Cherrokeye Evans
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Pro Se Defendant

Franklin County Court of Common Pleas

Date: 01-10-2019
Case Title: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-
IGEEKSONLINE LLC ET AL
Case Number: 18CV007102
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in cursive script, reading "Colleen O'Donnell", is written over a circular official seal. The seal features a central emblem surrounded by text, including "JANUARY 1803" and "FRANKLIN COUNTY OHIO".

/s/ Judge Colleen O'Donnell