



IN THE COURT OF COMMON PLEAS OF CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.
MICHAEL DEWINE
Attorney General of Ohio

Plaintiff,

v.

THE EVENT IN ORLANDO, INC., et al.

Defendants.

FILED
2014 DEC 11 P 1:38
CASE NO. CV 13 808508
JUDGE MICHAEL P. DONNELLY
CLERK OF COURTS
CUYAHOGA COUNTY
CONSENT JUDGMENT AND
AGREED FINAL ENTRY
AND ORDER

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General, ("State" or "Plaintiff"), alleging that the Defendants Andrew Andrekopoulos ("Andrekopoulos") and The Event in Orlando, Inc. (The Event Inc.) ("Event") violated Ohio's Consumer Sales Practices Act ("CSPA"), R. C. 1345.01 et seq. and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq. The parties have agreed to settle and resolve the matters contained herein. By signing this Consent Judgment and Agreed Final Entry and Order (hereinafter "Consent Judgment"), Defendants submit to the personal jurisdiction of this Court, consent to the Court's finding of the following findings of fact and conclusions of law, consent to the imposition of this Agreed Order pursuant to R.C. 1345.07(F), and consent to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Andrekopoulos is a natural person who currently resides at 911 E. Camelback Road, Apartment 1098, Phoenix, Arizona 85014.

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CONSUMER PROTECTION SECTION
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2. Defendant Event was a Delaware corporation transacting business in Ohio and had its principal place of business at 3401 Enterprise Parkway, Suite 340, Beachwood, Ohio 44122.
3. Defendant Andrekopoulos was the owner and president of Defendant Event.
4. Defendant Andrekopoulos, by virtue of his position as owner of Defendant Event, alone or in conjunction with others, caused, participated in, controlled, directed, ratified, and/or ordered the violations of law alleged in the Complaint.
5. At all times relevant to this action, Defendants have been engaged in the business of effecting consumer transactions by soliciting consumers to attend a fee-based talent competition for purposes that were primarily for personal, family or household use.
6. Defendants' radio advertisement stated that The Event in Disneyworld hosts agents and casting directors that work with Nickelodeon, The Disney Channel, ABC, FOX, MGM, CBS, and superstars such as Victoria Justice, Taylor Lautner, and Selena Gomez.
7. Consumers were instructed to send a text message in response to the advertisement in order to reserve their spot at a tryout which was typically held at local hotels instead of Defendants' principal place of business.
8. At the time of sale, consumers were presented with an attendee agreement, which included a Notice of Cancellation.
9. The Notice of Cancellation stated that the consumer may cancel the contract within three business days but only if notice was mailed by registered or certified mail.
10. The Notice of Cancellation stated that the \$1,000.00 registration fee was non-refundable under any circumstances.

CONCLUSIONS OF LAW

11. The Ohio Attorney General is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07.
12. The actions of Defendants, described above, have occurred in the State of Ohio, in Cuyahoga County and other counties in Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq. and the HSSA, R.C. 1345.21 et seq.
13. Jurisdiction over the subject matter of this action lies with this court pursuant to R.C. 1345.04 et seq.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out which the action arose, occurred in Cuyahoga County.
15. Defendants were “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting consumers to attend a fee-based talent competition for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A) and (D).
16. Defendants engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A) as the Defendants sold consumer goods or services in which the buyer’s agreement or offer to purchase was made at a place other than the seller’s place of business.
17. It is a violation of R.C. 1345.02(B)(9) for a supplier to infer an affiliation or endorsement by another company when that is not true.

18. Defendants committed a violation of R.C. 1345.22 by limiting or restricting the manner in which the consumers could cancel their contracts.

19. Defendants committed a violation of R.C. 1345.23(B)(2) by not allowing consumers to cancel their transactions without any penalty or obligation within three business days.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- A. Plaintiff's request for a Declaratory Judgment is GRANTED; and it is therefore DECLARED that the acts and practices enumerated in the Conclusions of Law set forth above in Paragraphs Seventeen (17) through Nineteen (19) violate the CSPA, R.C. 1345.01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth in therein.
- B. Defendants Andrew Andrekopoulos and The Event in Orlando Inc., under these or any other names, their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, and in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq. and the HSSA, R.C. 1345.21 et seq., including, but not limited to, violations of the specific statutes and rules described in this Consent Judgment.
- C. It is further ORDERED that the Defendants, jointly and severally, shall provide consumer restitution in the amount of Six Thousand Ninety-Five Dollars and 00/100 Cents. Payment of the Six Thousand Ninety-Five Dollars and 00/100 Cents (\$6,095.00) is to be

distributed to eligible consumers by the Ohio Attorney General in his sole discretion and in accordance with Paragraph E.

D. It is further ORDERED that the Defendants, jointly and severally, shall be assessed a civil penalty in the amount of Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00), with Fifteen Thousand Dollars and 00/100 Cents (\$15,000.00) suspended upon Defendants' full compliance with this Agreed Order.

E. It is further ORDERED that payment by the Defendants of the \$6,095.00 in consumer restitution to the Ohio Attorney General shall be made as follows:

- a. The Defendants shall make an initial payment of \$253.96 upon execution of this Consent Judgment;
- b. Thereafter, the Defendants shall make 23 monthly payments of \$253.96 beginning in January 2015 and continuing until paid in full;
- c. All payments shall be made by the fifteenth (15th) of the month and shall be made by delivering a certified check or money order, payable to the "Ohio Attorney General," and directed to:

Finance Assistant
Consumer Protection Section
Office of the Attorney General
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

F. The contemporaneous exchange of this new value as a result of the suspended portion of the civil penalty is being given to the Defendants by the Plaintiff in exchange for the restitution being paid by the Defendants.

- G. It is further ORDERED that if the Defendants fail to make a timely payment, the unpaid balances of the consumer restitution and the suspended portions of the civil penalty will be immediately due in full.
- H. Failure of the Ohio Attorney General to timely enforce any term, condition, or requirement of this Consent Judgment shall not provide, nor be construed to provide, Defendants a defense for noncompliance with any term of this Consent Judgment or any other law, rule, or regulation; nor shall it stop or limit the Ohio Attorney General from later enforcing any term of this Consent Judgment or seeking any other remedy available by law, rule or regulation.
- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendants to abide by this Consent Judgment, Defendants 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 investigatory costs.
- J. It is further ORDERED that Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
- K. It is further ORDERED that Defendants pay all court costs associated with this matter.
- L. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.


DATE

12/10/2014

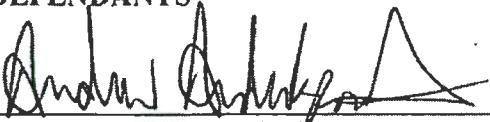

JUDGE DONNELLY

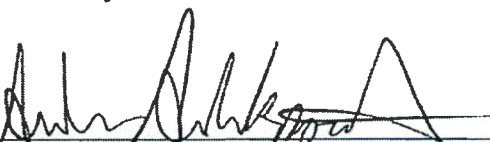
APPROVED AND AGREED TO BY:

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DEFENDANTS


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911 E. Camelback Road, Apt. 1098
Phoenix, AZ 85014
Pro Se Defendant


THE EVENT IN ORLANDO INC. (THE EVENT)
911 E. Camelback Road, Apt. 1098
Phoenix, AZ 85014
Andrew Andreopoulos, Owner of The Event in Orlando Inc. (The Event)

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