

IN THE FRANKLIN COUNTY, OHIO COMMON PLEAS COURT

STATE OF OHIO ex rel)
ATTORNEY GENERAL DAVE YOST)

Plaintiff)

vs.)

AMAN SACHAN, et al.,)

Defendants)

CASE NUMBER: 19CVH03-1988

Judge: Michael Holbrook

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ATTORNEY GENERAL OF OHIO

JUDGMENT ENTRY

MAR 04 2020

AND

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

NOTICE OF FINAL APPEALABLE ORDER

Pursuant to this Court's Decision dated July 1, 2019, this matter was referred to Magistrate Watters for evidentiary hearing, which was conducted on November 7, 2019. The hearing lasted one day at which plaintiff presented testimony and evidence in support of its claim for violations of Ohio's Consumer Sales Practices Act as codified in R.C. Chapter 1345. Defendants did not appear.

On February 14, 2020, upon consideration of the testimony and evidence in the record, Magistrate Watters issued her decision (the "Magistrate's Decision"). In the Decision, Magistrate Watters recommended that the Court should enter judgment in favor of Plaintiff and against all defendants as follows:

1. A permanent injunction that enjoins Defendants Aman Sachan, Support By Experts LLC, and Real Tech Experts LLC, doing business under Aman Sachan's own name, the name Support by Experts LLC, the name of ISupport Experts, and/or the name Real Tech Experts LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with

Defendants, from engaging in the acts and practices described in the Magistrate's Decision and from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq.

2. An injunction that enjoins Defendants from engaging in business as a supplier in any consumer transactions with Ohio consumers until they have satisfied the financial liabilities of the Court's judgment in this case.

3. A declaratory judgment that declares that the acts and practices of Defendants, as set forth in the Magistrate's Decision, violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.

4. An Order, pursuant to R.C. 1345.07(D), that Defendants are jointly and severally ordered to pay a civil penalty in the amount of \$50,000.00. As required by R.C. 1345.07(G), civil penalties ordered pursuant to R.C. 1345.07 (D) shall be paid as follows: one-fourth of the amount to the treasurer of the county in which the action is brought (i.e. Franklin County) and three-fourths to the consumer protection enforcement fund created by section 1345.51 of the Revised Code.

6. An Order that court costs are to be paid by Defendants.

7. Plaintiff is not entitled to recover any its costs in bringing this action and/or its collection costs.

To date, no party has filed an objection to the Magistrate's Decision.

Upon independent review of the Magistrate's Decision, the Court finds no error of law or other facially evident defect. As such, this Court approves and adopts the same as its own in its entirety. Civ.R. 53(D)(4).

Combining the Court's July 1, 2019 Decision Granting Plaintiff's Motion for Default Judgment (in part), and the Magistrate's Decision of February 14, 2020, it is therefore

ORDERED, ADJUDGED, and DECREED that judgment is entered in favor of Plaintiff as follows:

1. Defendants Aman Sachan, Support By Experts LLC, and Real Tech Experts LLC, are hereby permanently enjoined from doing business under Aman Sachan's own name, the name Support by Experts LLC, the name of ISupport Experts, and/or the name Real Tech Experts LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with Defendants, from engaging in the acts and practices described in the Magistrate's Decision and from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq.

2. Defendants are hereby enjoined from engaging in business as a supplier in any consumer transactions with Ohio consumers until they have satisfied the financial liabilities of the Court's judgment set forth herein.

3. The Court further declares that the acts and practices of Defendants, as set forth the Magistrate's Decision, violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.

4. Pursuant to R.C. 1345.07(D), Defendants are jointly and severally ordered to pay a civil penalty in the amount of \$50,000.00. As required by R.C. 1345.07(G), civil penalties ordered pursuant to R.C. 1345.07 (D) shall be paid as follows: one-fourth of the amount to the treasurer of the county in which the action is brought (i.e. Franklin County) and three-fourths to the consumer protection enforcement fund created by section 1345.51 of the Revised Code.

6. Plaintiff is not entitled to recover any its costs in bringing this action and/or its collection costs.

7. Court costs to Defendants.

Pursuant to Civil Rule 58(B), the Clerk of Courts is directed to serve upon all parties notice and the date of this judgment. **This is a final appealable order; there is no just reason for delay.**

IT IS SO ORDERED.

Electronic notification to counsel of record

Franklin County Court of Common Pleas

Date: 03-03-2020
Case Title: OHIO STATE ATTORNEY GENERAL -VS- AMAN SACHAN ET
AL
Case Number: 19CV001988
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in cursive script, reading "Michael J. Holbrook", is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY OHIO" and "CLERK OF COURTS".

/s/ Judge Michael J. Holbrook

IN THE COURT OF COMMON PLEAS, FRANKLIN COUNTY, OHIO
CIVIL DIVISION

STATE OF OHIO, ex rel. ATTORNEY
GENERAL DAVE YOST,

Plaintiff,

v.

AMAN SACHAN, et al.,

Defendants.

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: Case No. 19CVH-001988
:
: JUDGE HOLBROOK
:
: MAGISTRATE WATTERS
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RECEIVED
ATTORNEY GENERAL OF OHIO

MAR 04 2020

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

MAGISTRATE DECISION ON DAMAGES

WATTERS, MAGISTRATE

Pursuant to Civil Rule 53 and Local Rule 99.02, this case was referred to this Magistrate for damages hearing, which was conducted on November 7, 2019. *See* Order of Reference and Notice of Hearing filed July 1, 2019.

The Defendants Aman Sachan, Real Tech Experts LLC, and Support by Experts LLC failed to move, plead or otherwise appear in this matter. The Plaintiff moved for default judgment. On July 1, 2019, the Court issued a Decision that granted Plaintiff's Motion for Default Judgment, filed on June 6, 2019 as to liability, but ordered an evidentiary hearing on Plaintiff's request for damages and to investigate the legal conclusions within Plaintiff's stated claims.

At the hearing, counsel for Plaintiff, Assistant Attorney Christopher Ramdeen, AAG, Esq., of the Consumer Protection Section of the Ohio Attorney General's Office, offered the testimony of John Isaacs, a Consumer Protection Investigator for the Attorney General's Office since 2013 who has extensive experience in call center cases. Mr. Isaacs testified about his background and experience in inbound and outbound call center cases, his investigation of Aman Sachan, Real Tech Experts LLC, and Support by Experts LLC, as well as his interaction with consumers and

their complaints against Defendants. The Magistrate found Mr. Isaacs to be a credible and knowledgeable witness.

AAG Ramdeen played, for demonstrative purposes only, State Exhibit 19, which was an audio/visual recording of a call placed to a call center scamming operation based in India like the one operated by Defendants. Although Support by Experts was referred to in the recording, because the video could not be properly authenticated, it was not admitted into the hearing record.

AAG Ramdeen offered into evidence on behalf of Plaintiff, and the Magistrate admitted into the hearing record, the following exhibits, including affidavits from two consumers who lost money to the Defendants and were overcharged. The exhibits were filed with the Court on November 21, 2019:

State Exh 1 – Complaint of Mary Bee of Marietta, Ohio against ISupport Experts at 591 Crimsonrose Run, Westerville, Ohio 43081, that was filed with the Ohio Attorney General's Office on October 23, 2018. Exhibits also contains documented Better Business Bureau complaints against Support by Experts at 591 Crimsonrose Run, Westerville, Ohio 43081;

State Exh 2 – Compilation/summary of more than 54 complaints against Support by Experts and/or ISupport Experts as well as Real Tech Experts, all located in Westerville, Ohio, filed with the Federal Trade Commission directly, other law enforcement agencies (submitted to and maintained by the FTC consumer sentinel network), and Microsoft;

State Exh 3 – August 20, 2019 Affidavit of consumer Mae Peck;

State Exh 4 – September 6, 2019 Affidavit of consumer Bruce Hartford;

State Exh 5 – September 23, 2018 e-mail from Support by Expert to Bruce Hartford;

State Exh 6 – Ohio Secretary of State articles of incorporation and corporate documents for Support by Experts LLC and Real Tech Experts LLC, listing Defendant Aman Sachan as the registered agent and a member/manager of both companies;

State Exh 7 – GoDaddy WHOIS database search results for supportbyexperts.com listing Aman Sachan as the registrant for the domain name as well as the “Tech Name”;

State Exh 8 – ATPS report on a 2014 Dodge Charger registered to Aman Sachan at the same address in Westerville, Ohio as the business address of Support by Experts LLC and Real Tech Experts LLC;

State Exh 9 – Government of India, Ministry of Corporate Affairs’ report on ISupport Experts Private Limited;

State Exh 10 – Connecticut Secretary of State Articles of Organization and corporate records for Support by Experts LLC that show Aman Sachan as the filing party, the appointed statutory agent and the corporate organizer.

State Exh 11 – Records from Real Time Cloud Services regarding Irvine USA Support;

State Exh 12 – Government of India, Ministry of Corporate Affairs’ report on Irvine Infocom Private Limited;

State Exh 13 – Records from Stripe, Inc. regarding Real Tech Experts and Support by Experts, including the stripe account for supportbyexperts.com;

State Exh 14 – Records from American Express regarding chargebacks from accounts held by Aman Sachan, Real Tech Experts LLC, and Support by Experts LLC;

State Exh 15 – Additional records from American Express regarding accounts held by Aman Sachan;

State Exh 16 – Records from Fifth Third Bank regarding accounts held by Aman Sachan, Real Tech Experts, LLC, and Support by Experts LLC;

State Exh17 – Florida Secretary of State records for ScreenConnect Software, LLC; and

State Exh 18 – Connectwise.com website pages as of 11/4/19.

Defendants of Aman Sachan, Real Tech Experts LLC, and Support by Experts LLC did not attend the hearing, despite having appeared via a telephone conference with the Magistrate on September 6, 2019, and requested and received a continuance of the evidentiary hearing.

The hearing was recorded by electronic means.

Having weighed the admitted evidence, the Magistrate finds as follows:

FINDINGS OF FACTS:

1. Defendant Support by Experts, LLC is a limited liability company registered in Ohio with a principal place of business in Franklin County. Specifically, Support by Experts, LLC is located at 591 Crimsonrose Run, Westerville, Ohio 43081. Defendant Aman Sachan is the registered agent and listed member/manager of the company. *See* State Exhibit 6.
2. Support by Experts LLC sometimes uses the fictitious name of ISupport Experts at the same address of 591 Crimsonrose Run, Westerville, Ohio 43081 to conduct its business, including the acts complained of by Plaintiff in this action. *See* State Exhibits 1 & 2; testimony of Mr. Isaacs. There is an ISupport Experts Private Limited company registered by the Government of India, Ministry of Corporate Affairs beginning in March of 2017. *See* State Exhibit 9. The signatories for the company are Nishant Jain and Akshat Shrivastva.
3. Defendant Support by Experts, LLC registered as a domestic limited liability company that provides technical support in State of Connecticut in August of 2016. *See* State Exhibit 10. The “filing party” for the company was Aman Sachan. *Id.* The agent listed for the company

was Aman Sachan. *Id.* In the Articles of Incorporation filed with the State of Connecticut for Support by Experts, LLC, Aman Sachan identified himself as “CEO” for the company. *Id.*, p.

2. The e-mail address provided for this company was nishantjain028@gmail.com. *Id.* Nishant Jain, again, was one of the signatories for ISupport Experts Private Limited registered in India. *See* State Exhibit 9.

4. Mr. Isaacs testified that in his expert opinion, the Support by Experts, LLC registered in the State of Connecticut with Mr. Aman Sachan as its self-titled “CEO” is the same Support by Experts, LLC company registered in the State of Ohio and a defendant in this action
5. According to Mr. Isaacs, everything matches, including the e-mail address used by Mr. Sachan, except a Manchester, Connecticut address is listed for the company instead of Westerville, Ohio.
6. Based upon Mr. Isaacs’ testimony and the evidence at the hearing, the Magistrate finds and concludes that the Support by Experts, LLC registered in the State of Connecticut is the same company as the Support by Experts, LLC registered in the State of Ohio, and that the Defendant Aman Sachan is the Chief Executive Officer (CEO) – an officer – of Defendant Support by Expert, LLC.
7. Mr. Isaacs testified that in his expert opinion, Support by Experts operating in Westerville, Ohio and registered with the Ohio Secretary of State of Ohio is the same company as Support by Experts registered in Connecticut as well as ISupport Experts Private Limited registered in India, and Aman Sachan runs these companies as the CEO.
8. Defendant Real Tech Experts, LLC is a foreign (Delaware) limited liability company registered in Ohio with a principal place of business in Franklin County. Specifically, Real Tech Experts,

LLC is located at 591 Crimsonrose Run, Westerville, Ohio 43081. Defendant Aman Sachan is the registered agent and listed member/manager of the company. *See* State Exhibit 6.

9. The address of 591 Crimsonrose Run, Westerville, Ohio 43081 is a residential apartment. It is not an office address. As discussed below, at all times relevant, this address was the residential address and domicile of Aman Sachan.
10. At all times relevant, Defendant Aman Sachan was an adult resident of the State of Ohio and Franklin County, who was and is the managing member, manager, agent and an officer (CEO) of both Support by Experts and Real Tech Experts. *See* State Exhibit 6. At all times relevant, Aman Sachan resided at 591 Crimsonrose Run, Westerville, Ohio 43081 and, as of November 4, 2019, he owned a Dodge Charger car registered with the Ohio Department of Public Safety that listed his address as 591 Crimsonrose Run, Westerville, Ohio 43081. *See* State Exhibit 8.
11. Mr. Sachan also had three different American Express accounts until March of 2019, and on his application in 2015 Mr. Sachan identified his addresses as 591 Crimsonrose Run, Westerville, Ohio 43081, and on his application in 2018 Mr. Sachan listed his address as 526 Crimsonrose Run, Westerville, Ohio 43081 in 2018. *See* State Exhibit 15. 526 and 591 Crimsonrose Run are residential apartment addresses, not business offices.
12. Mr. Sachan's car registration with the Ohio Department of Public Safety indicates that Mr. Sachan resides at 591 Crimsonrose Run in Westerville, Ohio, which is the same address used by Support by Experts, LLC and Real Tech Experts, LLC. *See* State Exhibit 8. Mr. Isaacs testified that at all times relevant Aman Sachan lived at 591 Crimsonrose Run in Westerville, Ohio 43081, and it was his address.
13. In the case of Mary Bee from Marietta, Ohio, who filed an April 26, 2017 complaint with the Ohio Attorney General's Office against ISupport Experts/Supply by Experts LLC at the

address used personally by Defendant Aman Sachan as well as both defendant companies, she received a pop up ad claiming to be from Microsoft. *See* State Exhibit 1. Ms. Bee was told her “computer has a virus and access is needed.” *Id.* She was asked to pay \$299.00 with her credit card, which she did and she received no services. She was eventually refunded the lost funds by her credit card company, not Defendants. *Id.*

14. The Better Business Bureau received complaints against Support by Experts LLC, posted on its website www.bbb.org/us/oh/westerville. *See* State Exhibit 1. The complaints detail the hacking an individual’s laptop by Support by Experts LLC as well as several complaints over the sale of lifetime support/security services for \$1500.00, only for the consumers to be told that there is something wrong with their computer, and it would take more money to fix it. *Id.* When consumers turned off their computer and turned it back on, it was fine. All three consumers believed they were being scammed by the company. *Id.* The pattern of complaints against Support by Experts, LLC were nearly identical to Mr. Bee’s complaint against ISupport Experts.

15. State Exhibit 2 details more than 54 complaints filed with either the Federal Trade Commission and/or Microsoft Corporation Cyber Crime Center against Support by Experts LLC and Real Tech Experts LLC by consumers who were contacted by the companies to say that they had detected a virus with the consumer’s computer. *See* State Exhibit 2. The company – both Support by Experts LLC and Real Tech Experts LLC – then asked for access to the computers to fix a problem, representing themselves to be from Microsoft. Complaint values ranged from \$199.00 to over \$3,000. *Id.* By way of example, State Exhibit 2 documents the following complaint made on October 19, 2018 to the Federal Trade Commission Online Complaint Assistant on page 2 against Support by Experts LLC:

On the evening of 10/14/18, I attempted to download a free movie. I immediately got a very loud beeping sound on my computer and a blue screen error message stating that my computer was infected with viruses and malware from this site. There was a message to call Microsoft Tech Support with an 800 number . . . I panicked and called the number for help. I got a fake technician posing as Microsoft, who said he would immediately take care of the problem and told me to give control of my computer to him. I trusted him and did it as I believed he was Microsoft. He then said it would be \$199 to do the work to fix my computer now, then it would be \$349. I was so panicked that I said ok and gave him my credit card information. There were fake diagnostics on my screen, and then he started filling out an online contract and auto filled the amount to be \$899 (he said, "now its \$899"), which he said it would now be, and I noticed that the contract was from Support by Experts – not Microsoft – and he auto filled my signature. I stupidly gave him the last four digits of my social security because he was no belligerent and I was frightened. As soon as I saw him autofill my name on the contract, I closed my computer to stop the "work". They immediately called me and I told them to stop what they were doing and that I didn't want the service – as I realized I was being scammed. The tech was not belligerent and said you agreed to this service and it is \$899. They sent me an email with a contract for me to authorize which I never did. I cancelled my credit card and wrote to another web address identified with them and told them I was going to go the FTC and write a complaint

. . . .

16. A similar complaint was made against Real Tech Experts LLC with the Federal Trade Commission Online Complaint Assistant as set forth on page 18 of State Exhibit 2:

Gary Sutter was using his computer when it froze. A pop up appeared with wording that I he wanted the computer fixed to call Microsoft & a number was provided. He called the number & was transferred to Real Tech Experts. "Richard" told him he had virus protection, but not internet protection. He took control of the computer screen & showed Gary "foreign problems" on the computer. He requested a credit card number for \$500/5 year coverage or \$300/3 year coverage of network security. . . . The Real Tech Expert, Richard, told Gary that the Microsoft # . . . was the real scam. . . he left many voicemails on the phone throughout the day, requesting Gary to send back a form with the charge card number. Gary did not sign the form, but we [FTC] received an email that the form was signed, returned & filed.

17. According to Mae Peck's affidavit, on October 14, 2018, she tried to play a movie online, and when she hit the play button a loud frightening noise sounded and popup message appeared on her screen stating that her computer was compromised with viruses and malware. *See* State Exhibit 3, para. 2. The on-screen message said to immediately call Microsoft Tech Support to

prevent further problems. A male with an East Indian accent answered and said he would fix Ms. Peck's computer and he led her to believe he was with Microsoft Tech Support. *Id.* ¶ 3. The man told Ms. Peck she needed to let him take control of her computer to do diagnostics and take care of the problem, which she did. *Id.* He then told her if she wanted him to continue, it would cost her \$199.00 to fix the computer and \$349.00 for a service agreement. She gave him her credit card number. *Id.* ¶ 4. But, what came up on her computer screen was a e-contract with Support by Experts LLC, not Microsoft or Microsoft Tech Support. *Id.* ¶ 5.

18. After the e-contract came up on Ms. Peck's computer screen, the gentleman then filled in all the information on the e-contract including an e-signature for her, which Ms. Peck did not authorize. A copy of the e-contract of Ms. Peck with Support by Experts LLC is attached to her affidavit as Exhibit A. *See* State Exhibit 3, A. The contract represented that Support by Experts, LLC at 591 Crimsonrose Run, Westerville, Ohio would provide the services of: "website design, web hosting, software installation, product upgrades or downgrades any software with Phone or Desktop Applications, Remote or Chat Software Technical Help, Online Marketing and other Web Applications." *Id.* Defendant Support by Experts then charged Ms. Peck \$899.00 for a Lifetime Platinum Security Service, which she did not agree to buy. *Id.* ¶ 6. Telephone numbers for Support by Experts on the contract with Ms. Peck were 1-888-269-2681 and 1-844-31-2333. *Id.*

19. Bruce Hartford's September 6, 2019 affidavit also detailed his dealings with Support by Experts LLC when he tried to purchase the latest version of Adobe Acrobat online. *See* State Exhibit 4. He was told that his computer needed to update its McAfee security before he could be sold the new version of Adobe Acrobat. *Id.* ¶ 2. The sales representative then transferred him to an individual who said he was with Support by Experts and would have to have access

to his computer to clean it up. *Id.* ¶ 3. Mr. Hartford was charged \$750.00 on September 22, 2018, and then \$750.00 again on October 31, 2018 and then \$750.00 twice on November 11, 2018, resulting in a loss of \$3,000.00 for no work or services performed by Support by Experts LLC and no viruses on his computer that needed to be cleaned up. *Id.* ¶ 5-6.

20. On September 23, 2018, Mr. Hartford received an e-mail from supersecureweb on behalf of Support by Expert related to his order for services with Support by Experts. The telephone number to contact related to billing matters was 1-800-280-4381. *See* State Exhibit 5. Mr. Isaacs testified that he was able to confirm that the telephone service provider for the telephone numbers on Ms. Peck's contract and the e-mail sent to Mr. Hartford on behalf of Support by Experts were the same
21. Mr. Isaacs subpoenaed documents from Real Time Cloud Services for the 1-800-280-4381 and 1-844-331-2333 numbers for ISupport and Support by Experts that he obtained from the contracts attached to the consumer affidavits in this case. *See* State Exhibit 11. The end user subscriber for these numbers was a company called Irvine USA Support located in India, with the scribe name of Anil Kumar Verma, and the service utilized was "USA Toll Free Inbound and Outbound." *Id.* Again, the telephone numbers used in the United States by defendant Support by Experts are owned and serviced by a company called Irvine USA Support in India.
22. According to Mr. Isaacs, there is no Irvine USA Support company registered in the United States. However, there is an Irvine Infocom Private Limited company registered by the Government of India, Ministry of Corporate Affairs with Anil Kumar Verma as a director/signatory. *See* State Exhibit 12.
23. Defendant Aman Sachan registered/purchased the domain name "supportbyexperts.com" with Go Daddy. *See* State Exhibit 7. No registered organization was listed. Just Mr. Sachan as the

“Registrant name,” “Admin name,” and “Tech name” on the registration application. *Id.* The address listed for Aman Sachan as the individual who registered and purchased the domain name for Support by Experts was 526 Crimsonrose Run, Westerville, Ohio 3081. *Id.*

24. The Fifth Third Banking records for the “AMAN SACHAN SUPPORT BY EXPERTS LLC” account and “AMAN SACHAN” account, with the signature cards signed by Aman Sachan, list the address for both accounts as 526 Crimsonrose Run, Westerville, Ohio 43081. *See* State Exhibit 16. The individual/sole proprietor/single-member LLC box is checked for federal tax classification of the account. *Id.* Monies deposited into the AMAN SACHAN SUPPORT BY EXPERTS LLC account came from payments made to Support by Experts by consumers and processed by American Express and Stripe in excess of \$400,000.00. *Id.* The outbound wire transfers for the account show the most often recipient of funds was ISupport Experts Private Limited in India, with the company receiving over \$200,000.00 of the \$400,000.00 of all deposited funds. *Id.* An Irvine Infocom Pvt Ltd. in India also received two large wire transfers for a total of \$37,000.00. *Id.* According to Mr. Isaacs, the vast majority of the money that was wire by Support by Experts and Aman Sachan was to the two related companies set up in India. The other monies were used for the payment of expenses and what Mr. Isaacs’ estimates as profits of up to \$100,000.00 for Mr. Sachan.

25. A debit card in the name of “Aman Sachan” was issued on the AMAN SACHAN SUPPORT BY EXPERTS LLC account with Fifth Third Bank. Mr. Sachan used the debit card on the business account to pay for personal items such as Netflix, items on Amazon, and ATM cash withdrawals. *See* State Exhibit 16.

26. The services that were paid for by the AMAN SACHAN SUPPORT BY EXPERTS LLC bank account with Fifth Third were the types of services needed to conduct the business of the

companies reported by consumers to the Ohio Attorney General as being involved in call center scamming operation at issue in this case. For instance, payments were made (debit card purchases) to a company called ScreenConnect Soft (Screenconnect Software, LLC), which provides services for remotely connecting into someone's computer. *See* State Exhibit 16, p. 35, 37, 39, 41, 43, 45; State Exhibit 17; State Exhibit 18. ConnectWise Control Solutions, at the same address as Screen Connect Software, provides "full remote control capabilities designed for help-desk style services, delivering on-demand remote issue resolution anytime, anywhere." State Exhibit 18. Mr. Isaacs testified that on ConnectWise Control Solution's website indicates that Screen Connect Software is now Connect Wise Control.

27. Payments were also made to Godaddy.com for the Support by Experts domain name and webpage "supportbyexperts.com" registered by Aman Sachan from the AMAN SACHAN SUPPORT BY EXPERTS LLC bank account with Fifth Third. *See* State Exhibit 16, p. 43.
28. Stripe and American Express were the payment processors handling consumer payments made to Support by Experts and those payments were deposited into the Fifth Third Bank "AMAN SACHAN SUPPORT BY EXPERTS LLC" account. *See* State Exhibit 16, p. 11, 31-32, 35, 45.
29. Personal checks from consumers across the country made out to "Support by Experts, LLC" were also deposited into the AMAN SACHAN SUPPORT BY EXPERTS LLC bank account with Fifth Third. *See* State Exhibit 16, p. 66, 70, 72.
30. Additionally, chargebacks via American Express were recorded with the AMAN SACHAN SUPPORT BY EXPERTS LLC bank account with Fifth Third. *See, e.g.,* State Exhibit 16, p. 54, 55, 57-58. Mr. Isaacs testified that according to the bank records, more than \$380,000.00 was deposited into the AMAN SACHAN SUPPORT BY EXPERTS LLC bank account with

Fifth Third via consumer payments to American Express. Of that \$380,000.00, Mr. Isaacs calculated that over \$65,000.00 or 17% of funds received went back to American Express as chargebacks – well above the acceptable industry standard of 1%.

31. Based upon his experience, it was Mr. Isaacs' opinion that the AMAN SACHAN SUPPORT BY EXPERTS LLC account with Fifth Third Bank was being used by Aman Sachan to receive consumer deposits and payments and, in turn, pay for the various services needed to carry out a pop up computer technical support scheme using Support by Experts and Real Tech Experts, which consumers reported to the Ohio Attorney General's Office.
32. American Express account records for chargebacks identify Aman Sachan as the owner of the Support by Experts, LLC company at Crimsonrose Run in Westerville, Ohio, and with banking accounts at Fifth Third Bank, Huntington, and Key Bank. *See* State Exhibit 14. The addresses listed for Support by Experts are 526 Crimsonrose Run and 591 Crimsonrose Run, Westerville, Ohio. *Id.*
33. State Exhibit 13, the business records for Stripe, Inc., reveal that Real Tech Experts, LLC and Support by Experts LLC had six payment processing accounts with Stripe for consumer payments made on supportbyexpert.com, <http://supportbyexperts.com>, <http://supportbyexperts.com>, <http://supportbyexpert.com>. All the accounts list Aman Sachan as the business representative for the companies. *See* State Exhibit 13. The addresses listed for the companies in the records are 526 Crimsonrose Run and 591 Crimsonrose Run, Westerville, Ohio 43081. In one month's time (7/8/17 and 8/5/17), Stripe processed sixty-five (65) consumer payments. *Id.* 21 of the 65 payments were contested and charged back. The disputed reasons given by consumers were "fraudulent transaction," "defective-not as described," "no cardholder authorization," "card not present," and "not as described or

defective merchandise.” *Id.* p. 3. The total amount of money processed by Stripe for one month was \$20,000.00 and over \$10,000.00 in charges were disputed and returned to consumers or over 50%. *Id.*

34. Based on his experience with call support consumer scams and tech support consumer scams, Mr. Isaacs testified that it was his opinion that Aman Sachan role was at a “higher level” than most individuals in terms of organizing the companies and obtaining the service providers, domain names, as well as collecting payments made and wire transferring the funds involved in the scheme overseas.
35. Based on the evidence, the Magistrate finds that Defendants operated a business that purported to offer technical support to computer users. It is believed that Defendants utilized an overseas call center in India, but it is known that they had their principal operations and “physical presence” in the United States – specifically, Westerville, Franklin County, Ohio.
36. The services of the business were marketed through pop-ups that appeared when a consumer visited the website of another company. In many cases, the website claimed that the pop-up messages were affiliated with Microsoft.
37. The websites or pop-ups stated that the consumers had a virus or that personal information on their computer had been breached, and listed the toll-free telephone numbers used in the United States by Defendant Support by Experts, that were owned and serviced by a company called Irvine USA Support in India.
38. It was not known, including by Defendants, however, that any consumer’s computer had a virus or that their personal information had been breached at the time that the consumer would have seen the pop-up.

39. Individuals who answered the phones on behalf of the business sometimes hid their identity from consumers who called in by telling them they were from a different company, such as Microsoft or Adobe.
40. Individuals who answered the phones on behalf of the business told consumers who called the phone number to allow them to remotely access the consumers' computers.
41. While remotely accessing consumers' computers, individuals who answered the phones on behalf of the business performed commands that could not have confirmed whether viruses existed on consumers' computers or that their personal information had been breached. While performing these commands, individuals who answered the phones on behalf of the business claimed that they were scanning consumers' computers for viruses or similar problems.
42. Individuals who answered the phones on behalf of the business claimed that they had discovered viruses or similar problems on the consumers' computers.
43. Consumers' computers often had not experienced a data breach nor had any viruses.
44. Individuals who answered the phones on behalf of the business told consumers that they could fix the consumers' computers if the consumers paid Defendant Support by Experts, LLC, ISupport Experts and/or Defendant Real Tech Experts, LLC a fee, often between \$200 and \$1,000 and, in some cases, provided personal information to Defendant Support by Experts, LLC, ISupport Experts and/or Defendant Real Tech Experts, LLC, such as pictures of their drivers' licenses.
45. Consumers paid the fee either electronically or by mailing a check made out to Support by Experts, LLC, which was then deposited by Defendant Aman Sachan.
46. A key component to the scam is that Defendant Aman Sachan had his companies Defendants Support by Experts, LLC and Real Tech Experts, LLC maintained bank accounts in the United

States, which were often jointly in his name, which he used to obtain and pay for all of the services and activities essential to the execution of the scam, which is cheaper, and then Defendant Aman Sachan ultimately transferred funds from his Aman Sachan Support by Experts bank account to two companies in India believed to be operating the call center for the scam.

47. Consumers sometimes requested refunds from companies Defendants Support by Experts, LLC and Real Tech Experts, LLC, which Defendants did not provide.

CONCLUSIONS OF LAW:

1. Many of the actions of Defendants described above occurred in Ohio, including Franklin County.

2. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04.

4. Venue in this Court is proper, pursuant to Ohio Civ.R. 3(C)(3), in that Franklin County is where Defendants conducted some of the transactions described above.

5. Defendants Support by Experts, LLC and Real Tech Experts, LLC are “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because they were sellers or other persons engaged in the business of effecting or soliciting consumer transactions, whether or not they dealt directly with the consumer, by soliciting and selling home improvement goods or services for purposes that were primarily for personal, family, or household use, within the meaning of R.C. 1345.01(A).

6. With regard to Defendant Aman Sachan, the Attorney General contends that he may be found personally liable for violations of the CSPA as a supplier without having had any contact with any consumers under Ohio law, and that it is not necessary to pierce the corporate veil. The Magistrate concludes as follows:

The Ohio Consumer Sales Practices Act provides that “[n]o supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction.” R.C. 1345.02(A). Such an act or practice by a supplier violates the CSPA “whether it occurs before, during, or after the transaction.” *Id.* “Typically, a claim under the CSPA ‘does not require either intent or knowledge on the part of the alleged perpetrator; rather, it is sufficient that the conduct complained of has the likelihood of inducing in the mind of the consumer a belief which is not in accord with the facts.’” *Russi v. Brentlinger Enters.*, 10th Dist. 10AP-1143, 2011-Ohio-4764, ¶ 15, quoting *Renner v. Derin Acquisition Corp.*, 111 Ohio App.3d 326, 334-35 (8thDist.), quoting *Funk v. Montgomery AMC/Jeep/Renault*, 66 Ohio App.3d 815, 823 (1stDist.1990).

The CSPA defines “consumer transaction” as “a sale, lease, assignment, award by chance, or other transfer of an item of goods, a service . . . to an individual for purposes that are primarily personal, family, or household, or solicitations to supply any of these things.” R.C. 1345.01(C). “Supplier” is defined as “a seller, lessor, assignor, franchisor, or other person engaged in the business of effecting or soliciting consumer transactions, whether or not the person deals directly with the consumer.” R.C. 1345(C). The party bringing a claim under the CSPA has the burden of proving a violation of the CSPA by a preponderance of the evidence.” *Robinson v. McDougal*, 66 Ohio App.3d 253, 262 (1988).

The Tenth District Court of Appeals has noted that the purpose of the CSPA is protect consumers from the harm of deceptive or unconscionable sales practices. *Roelle v. Orkin*

Exterminating Co. (Nov. 7, 2000), 10th Dist. No. 00AP-14, 2000 Ohio App. LEXIS 5141. The statute is intended to give protection to consumers from unscrupulous suppliers of goods or services in a more efficient, expedient, and affordable manner than would be available in a common law tort or contract action. *Celebrezze v Howard*, 77 Ohio App.3d 387, 393 (1991). The CSPA has a remedial purpose and must accordingly be liberally construed in favor of consumers. *Einhorn v. Ford Motor Co.*, 48 Ohio St.3d 27, 29 (1990); *Charvat v. Farmers, Ins. Columbus, Inc.*, 178 Ohio App.3d 118, 133, 2008-Ohio-4353 (10thDist.2008).

In this case, Plaintiff brought five (5) separate claims against Defendants for violations of Ohio's Consumers Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01, all stemming from the consumer receiving a pop up on their computer that tells them to contact a call center. The call center remote accesses their computer, while remotely accessing the computer they perform commands that make it seem like they are doing something highly technical to put on a theater/show for the consumer to make them believe that they have serious problems with their computer. The consumer is then pressured into hiring repair services, signing a e-contract with either Defendant Support by Experts, LLC and/or Defendant Real Tech Experts, LLC and sending money by credit card to a bank account.

In *Helton v. U.S. Restoration & Remodeling, Inc.*, 10th Dist. No. 14AP-899, 2016-Ohio-1232, the Court of Appeals for the Tenth Appellate District considered, in part, the Franklin County Common Pleas Court's adoption of a Magistrate Decision that found that with respect to a claim for personal liability under the CSPA, the evidence at the trial failed to establish that the individual defendant "dealt direct with the consumer in, or directed, the activities found to be CSPA violations," and thus, he was not personally liable. *Id.* at ¶¶ 33, 35. The Court set forth the law to

be followed by this Court regarding individual liability of corporate officers and employees under the CSPA as follows:

Under Ohio law, “[t]he general rule is that corporations are legal entities distinct from the natural persons who compose them; therefore, officers, directors, and shareholders are not normally liable for the debts of their corporations.” *Helton*, 2016-Ohio-1232 at ¶88, quoting *Stewart v. R.A. Eberts Co.*, 4th Dist. No. 08CA10, 2009-Ohio-4418, ¶ 15, citing *Belvedere Condominium Unit Owners' Assn. v. R.E. Roark Cos.*, 67 Ohio St.3d 274, 287 (1993). Further, “[b]ecause “[o]ne of the purposes of incorporation is to limit the liability of individual shareholders,” the party seeking to have the corporate form disregarded bears the burden of proof.” *Id.*, quoting *Stewart* at ¶ 15, quoting *RCO Internatl. Corp. v. Clevenger*, 180 Ohio App.3d 211, 2008-Ohio-6823, ¶ 10 (10thDist.). Pursuant to statute, members or managers of a limited liability company are not personally liable to satisfy any debt, obligation, or liability of the company solely by reason of being a member or manager of the limited liability company. *See* R.C. 1705.48(B).

In *Belvedere* at paragraph three of the syllabus, the Supreme Court set forth a three-pronged test for piercing the corporate veil, holding that the corporate form, including for limited liability companies, may be disregarded and individual shareholders/members/managers may be liable for wrongs committed by the corporation when: “(1) control over the corporation by those to be held liable was so complete that the corporation has no separate mind, will, or existence of its own, (2) control over the corporation by those to be held liable was exercised in such a manner as to commit fraud or an illegal act against the person seeking to disregard the corporate entity, and (3) injury or unjust loss resulted to the plaintiff from such control and wrong.” *Helton*, 2016-Ohio-1232 at ¶89, quoting *Belvedere*, 67 Ohio St.3d at 287. With respect to the second prong, the Tenth District

has noted that “[w]hile the court in *Belvedere* employed the words ‘fraud or illegal act,’ Ohio courts, including this court, have held that the second prong is satisfied when ‘unjust or inequitable’ consequences occur.” *Sanderson Farms, Inc. v. Gasbarro*, 10th Dist. No. 01AP-461, 2004-Ohio-1460, ¶ 38; *Dombroski v. Wellpoint*, 119 Ohio St.3d 506 at ¶ 18, 27, 29 (adding “similarly unlawful act” to the second prong), modifying *Belvedere*, *supra*.

Notably, the Tenth District observed in *Helton* that although the evidence in the case did not support a finding that the defendant was liable for CSPA violations under a traditional theory of piercing the corporate veil, it noted that Ohio courts have held that a corporate officer may be personally liable under the CSPA, and that “[i]n order to hold a corporate officer personally liable for his actions in violation of [CSPA], the evidence must show the officer took part in the commission of the act, specifically directed the particular act to be done, or participated or cooperated therein.” *Helton*, 2016-Ohio-1232 at ¶92, quoting and citing to *Grayson v. Cadillac Builders*, 8th Dist. No. 68551 at *9 (Sept. 14, 1995). While dicta, the language in *Helton* is consistent with R.C. 1705.48(C), which provides that with regard to limited liability companies, “[n]othing in this chapter affects any personal liability of a member of a liability company or any manager of a limited liability company for the member’s or manager’s own actions or omissions.” It also provides some support for the Attorney General’s argument that a corporate officer may be personally liable under the CSPA, but limits to only where the evidence shows the officer took part in the commission of the act, specifically directed the particular act to be done, or participated or cooperated therein. As a result, the Tenth District recognizes that a corporate officer may be personally liable under the CSPA under certain circumstances or may be liable for the wrongs committed by the company under the CSPA when the evidence is sufficient to meet the *Belevedere* test to pierce the corporate veil.

Indeed, this Court has found that the CSPA creates a tort that imposes personal liability upon corporate officers for each violation in which he/she participates, even if in their corporate capacity. But, this Court has noted that “[a]t the very least, it must be shown that an officer participated in the acts that violated the CSPA” in order to be personally liable. In other words, individual employees and officers of a company may be held personally liable under the CSPA “if they engage in unfair consumer acts and deal directly with the consumers.” *Helton v. US Restoration & Remodeling, Inc.*, FCCP Case No. 11cv102873 (J., Reece), Decision and Entry filed on July 19, 2013 at p. 22, 2013 Ohio Misc. LEXIS 3117. Liability also exists, as noted by the Tenth District in *Helton* and by this Court, for actions where the “officer took part in the commission of the act, specifically directed the particular act to be done, or participated or cooperated therein.” *State of Ohio ex rel. Dewine v. Kellie Auto Sales*, FCCP Case No. 13cv9729 & 11cv9216 (J., Fais), Decision and Entry filed on February 6, 2015 at p. 4, 2015 Ohio Misc. LEXIS 8427, quoting *Burns v. Spitzer Mgmt.*, 190 Ohio App.3d 465, ¶ 32. See also *Helton v. US Restoration & Remodeling, Inc.*, FCCP Case No. 11cv102873 (J., Reece), Decision and Entry filed on July 19, 2013 at p. 23, 2013 Ohio Misc. LEXIS 3117. The officer’s “liability flows not from his status as . . . an officer . . . but from his personal actions in violated the CSPA.” *Id.* at p. 5; *Helton*, 2016-Ohio-1232 at ¶92. If an officer personally commits acts in violation of the CSPA on behalf of the corporation, he can be held personally liable for damages caused by his own acts. *Helton v. US Restoration & Remodeling, Inc.*, FCCP Case No. 11cv102873 (J., Reece), Decision and Entry filed on July 19, 2013 at p. 23, 2013 Ohio Misc. LEXIS 3117. This Court has also noted that the CSPA “does not change the existing common law of tort, nor does it change the common law rule with respect to piercing the corporate veil. A corporate officer may not be held liable merely by virtue of his status as a corporate officer. It does, however, create a tort which imposes

personal liability upon corporate officers for violations of the act performed by them in their corporate capacities.” *State of Ohio ex rel. Dewine v. Kellie Auto Sales*, FCCP Case No. 13cv9729 & 11cv9216 (J., Fais), Decision and Entry filed on February 6, 2015 at p. 4, 2015 Ohio Misc. LEXIS 8427, quoting *Burns v. Spitzer Mgmt.*, 190 Ohio App.3d 265, ¶ 32 and citing *Grayson v. Cadillac Builders, Inc.* (Sept. 14, 1995), Cuyahoga App. No. 68551, 1995 Ohio App. LEXIS 3954 at *9, fn. 1.

Unfortunately, however, based upon the evidence at the hearing, the Magistrate does not find or conclude that the Attorney General met its burden of showing that Aman Sachan dealt directly with consumers or participated in the unfair consumer acts that violated the CSPA. Indeed, the Attorney General admits that Aman Sachan did not have any direct contact with consumers and did not participate in the call center scam directly. Nor is there any evidence that Aman Sachan directed the activities of the call center. While the Attorney General’s Office has “running theories” and is “pretty sure” how the call center scam operated, it does not have any evidence that the money that Aman Sachan directed to companies in India was used to pay for the call center or that those companies operated the call center or that Aman Sachan directed and controlled the activities of the call center.

In *Charvat v. Farmers, Ins. Columbus, Inc.*, 178 Ohio App.3d 118, 133, 2008-Ohio-4353 (10thDist.2008), the Tenth District Court of Appeals held that an individual insurance agent who was also the sole shareholder of his corporate agency was not personally liable for damages for alleged violations of the CSPA because the agent did not actively participate in making the calls, i.e. the conduct rising to the TCPA and CSPA violations. As a result, based upon the limitations for a finding of personal liability under the CSPA established by the Tenth District and this Court,

the Magistrate does not find that Defendant Aman Sachan is liable under the CSPA under the theory advanced by the Attorney General in its merit brief.

Nonetheless, the Magistrate does find that even if Defendant Sachan did not take part in the commission of the acts, did not specifically direct the particular acts to be done, or did not participate or cooperate therein, the Attorney General has still met his burden of presenting sufficient evidence that the corporate veil has been pierced and Defendant Aman Sachan is liable for the violations of the CSPA set forth in the Complaint.

When determining whether to pierce the corporate veil, each case is viewed *sui generis*, on its own facts. *State ex rel. DeWine v. S & R Recycling, Inc.*, 195 Ohio App.3d 744, 2011-Ohio-3371, ¶29 (7th Dist.). The Tenth District Court of Appeals has noted that with regard to the first prong of *Belvedere*, a plaintiff must show that the individual and the corporation are fundamentally indistinguishable and some factors to be considered include “grossly inadequate capitalization, the failure to observe corporate formalities, the diversion of funds or other property of the company for personal use, and the absence of corporate records.” *Silva*, *supra*, 2007-Ohio-4667 at ¶ 10, citing *Sanders Farms, Inc. v. Gasbarro*, 10th Dist. No. 01AP-461, 2004-Ohio-1460, ¶26. Moreover, “because ‘[o]ne of the purposes of incorporation is to limit the liability of individual shareholders, the party seeking to have the corporate form disregarded bears the burden of proof.’” *RCO International Corporation v. Clevenger*, 10th Dist. No. 08AP-607, 180 Ohio App.3d 211, 2008-Ohio-6823 ¶ 10, citing *Univ. Circle Research Ctr. Corp. v. Galbreath Co.* (1995), 106 Ohio App.3d 835, 840 (10thDist. 1995), & Section 3, Article XIII of the Ohio Constitution.

Here, there was more than sufficient evidence offered at the evidentiary hearing regarding the factors considered by the Tenth District. The Magistrate finds that Aman Sachan was the sole CEO, owner, agent, manager and operator of the companies, and he was pivotal in running the

companies. He ran the companies out of his residence. He communicated directly with the banks and with the payment processors and at all times held himself out as the sole owner, manager and CEO of the companies. He even represented to Fifth Third Bank that his name was a part of the company and that he and the company were interchangeable when he opened the "Aman Sachan Supply by Experts" account. He also was the sole individual who dealt with and handed the chargebacks done by Sprite and American Express, so he knew the violations were occurring and consumers were paying for tech support and computer services that they did not need and did not actually receive. Aman Sachan had the authority to prevent the violations from occurring, he had the authority to return the money collected on behalf of his companies to consumers, and he failed to exercise his authority in such a manner.

The corporate funds of Defendants Support by Experts, LLC and Real Tech Experts, LLC were commingled with Aman Sachan's personal funds at Fifth Third Bank and the accounts were in Aman Sachan's name. Aman Sachan used the accounts to pay for personal items such as his Netflix subscription. Aman Sachan also controlled the funds coming into the Aman Sachan Support by Experts bank account and sent hundreds of thousands of consumers' dollars to India from transactions that banks and credit card companies told him were from fraudulent transactions. It was Aman Sachan who acquired and used directed the companies' funds to pay for all of the services that were essential to the technical support/call center scam, including, but not limited to, the toll-free telephone numbers, the GoDaddy website domains, the bank accounts, the remote desktop services of Screen Connect Software, and the payment processors. Even though Aman Sachan knew that consumers were complaining and large chargebacks were occurring, he sent the consumer funds deposited into the Fifth Bank account to companies in India and many consumers lost money. Consequently, it is clear from the evidence that Defendant Aman Sachan and

Defendants Support by Experts, LLC and Real Tech Experts, LLC were indistinguishable due to the extent of Aman Sachan's involvement in the operations of the businesses. The Magistrate further finds and concludes that Defendant Aman Sachan's control over Support by Experts, LLC and Real Tech Experts, LLC was so complete that the companies had no separate mind, will or existence of their own. The Magistrate finds and concludes that evidence established that Aman Sachan solely controls Support by Experts, LLC and Real Tech Experts, LLC and his control was such and was exercised in such a manner as to cause unjust consequences to occur, and that injury or unjust loss resulted to consumers. Therefore, the Magistrate finds and concludes that Support by Experts, LLC and Real Tech Experts, LLC are not separate and distinct entities that can shield Defendant Aman Sachan from liability.

7. Based on the evidence, the Magistrate finds Defendants Aman Sachan, Support by Experts, LLC and Real Tech Experts, LLC engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing to consumers that their services were provided by or on behalf of corporations or other organizations that in reality bore no relationship to the subject of the consumer transaction.

8. Based on the evidence, the Magistrate finds Defendants Aman Sachan, Support by Experts, LLC and Real Tech Experts, LLC engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by falsely representing to consumers that their computers needed repairs.

10. Based on the evidence, the Magistrate finds Defendants Aman Sachan, Support by Experts, LLC and Real Tech Experts, LLC engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by representing to consumers that Defendants were acting on behalf of corporations or other organizations that in reality bore no relationship to Defendants.

11. Based on the evidence, the Magistrate finds Defendants Aman Sachan, Support by Experts, LLC and Real Tech Experts, LLC engaged in unconscionable acts and practices in violation of the CSPA, R.C. 1345.03(A), as set forth in 1345.03(B)(3), by entering into consumer transactions to perform repairs on consumers' computers when Defendants knew the consumers would not receive any substantial benefit from these repairs.

10. Based on the evidence, the Magistrate finds Defendants Aman Sachan, Support by Experts, LLC and Real Tech Experts, LLC engaged in unconscionable acts and practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(6), by entering into consumer transactions when Defendants knowingly made misleading statements of opinion that consumers' computers contained viruses, data breaches or similar issues, which consumers were likely to rely upon to their detriment.

DECISION

Pursuant to Civ.R. 53(D)(3)(a)(ii) and based on the foregoing Findings of Facts and Conclusions of Law, the Magistrate finds that Plaintiff is entitled to, and the Court should enter, a judgment against Defendants Aman Sachan, Support By Experts LLC, and Real Tech Experts LLC, jointly and severally, as follows:

1. A permanent injunction that enjoins Defendants Aman Sachan, Support By Experts LLC, and Real Tech Experts LLC, doing business under Aman Sachan's own name, the name Support by Experts LLC, the name of ISupport Experts, and/or the name Real Tech Experts LLC, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with Defendants, from engaging in the acts and practices described above and from further violating the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*

2. An injunction that enjoins Defendants from engaging in business as a supplier in any consumer transactions with Ohio consumers until they have satisfied the financial liabilities of the Court's judgment in this case.

3. A declaratory judgment that declares that the acts and practices of Defendants, as set forth above, violate the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*

4. An Order, pursuant to R.C. 1345.07(D), that Defendants are jointly and severally ordered to pay a civil penalty in the amount of **\$50,000.00**. As required by R.C. 1345.07(G), civil penalties ordered pursuant to R.C. 1345.07 (D) shall be paid as follows: one-fourth of the amount to the treasurer of the county in which the action is brought (i.e. Franklin County) and three-fourths to the consumer protection enforcement fund created by section 1345.51 of the Revised Code.

6. An Order that court costs are to be paid by Defendants.

7. Plaintiff is not entitled to recover any its costs in bringing this action and/or its collection costs.

Counsel for the Plaintiff SHALL prepare and submit a proposed entry to the Judge pursuant to Local Rule 25.

A PARTY SHALL NOT ASSIGN AS ERROR ON APPEAL THE COURT'S ADOPTION OF ANY FACTUAL FINDING OR LEGAL CONCLUSION IN THIS DECISION, WHETHER OR NOT SPECIFICALLY DESIGNATED AS A FINDING OF FACT OR CONCLUSION OF LAW UNDER CIV.R. 53(D)(3)(a)(ii), UNLESS THE PARTY TIMELY AND SPECIFICALLY OBJECTS TO THAT FACTUAL FINDING OR LEGAL CONCLUSION AS REQUIRED BY CIV.R. 53(D)(3)(b).

Copy electronically to:

Counsel of record

Copy via regular US mail to:

Pro Se Defendants

Franklin County Court of Common Pleas

Date: 02-14-2020
Case Title: OHIO STATE ATTORNEY GENERAL -VS- AMAN SACHAN ET
AL
Case Number: 19CV001988
Type: MAGISTRATE DECISION

So Ordered

A handwritten signature in cursive script that reads "Elizabeth J. Watters". The signature is written in dark ink and is positioned over a faint, circular official seal of the Franklin County Court of Common Pleas.

/s/ Magistrate Elizabeth J Watters