

OCT 04 2023

IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

STATE OF OHIO, ex rel.)	CASE NO. 22-CVH-060319
OHIO ATTORNEY GENERAL)	
DAVE YOST)	
)	JUDGE SCHUCK
Plaintiff,)	
)	<u>ENTRY AND ORDER GRANTING</u>
v.)	<u>PLAINTIFF'S MOTION FOR</u>
)	<u>DEFAULT JUDGMENT</u>
WILLIAM D. TAYLOR SR INC, et al.)	<u>AGAINST DEFENDANT</u>
)	<u>WILLIAM D. TAYLOR SR. INC.</u>
Defendants.)	<u>dba OG10Ktech</u>

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendant William D. Taylor Sr. Inc., dba OG10Ktech ("OG10K") pursuant to Civ. R. 55(A). Defendant OG10K was properly served in this matter, has failed to file an answer to Plaintiff's Complaint, and has failed to defend against this motion or appear before the Court in any manner. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court, based on that motion, and Plaintiff's Complaint, hereby renders the following Default Judgment Entry and Order against Defendant OG10K. The Court further grants Plaintiff's request to present evidence of consumer damages via affidavits in a damages memo to be filed with the Court at a later date.

FINDINGS OF FACT

1. Defendant OG10K is an Ohio corporation dba as OG10KTech, a fictitious business name registered with the Ohio Secretary of State on July 17, 2020, with a principal place of business previously located at 654 Brooksedge Blvd., Suite B, Westerville, Ohio 43081.
2. Defendant OG10K closed the business location in 2022. Defendant OG10K has also been operating out of Defendant William D. Taylor, Sr.'s ("Taylor") personal residence.
3. Defendant OG10K was, at all times relevant to this action, engaged in the business of

selling consumer goods or services, specifically personal computers ("PC") and PC parts, including graphics processing units ("GPU"), in the State of Ohio, from the store location in Franklin County, from Defendant Taylor's personal residence in Delaware County, and via Defendants' website at <https://og10ktech.com/>.

4. Defendant also engaged in the business of selling consumer goods or services, specifically PCs and PC parts, including GPUs, via third party sales platforms Newegg.com and Amazon.com.
5. At all times relevant to this action, consumers searching the Internet for certain PC parts, including GPUs, were unable to find the products because of COVID-19 related supply chain issues. For those products that were available for purchase, the sales prices had substantially increased over pre-COVID-19 prices.
6. Consumers searching the Internet for PCs and hard to find PC parts, including GPUs, were directed to Defendant OG10K's website or to Defendant OG10K's store location in Westerville.
7. The PCs and PC parts, including GPUs, that Defendant OG10K advertised for sale were used primarily for personal gaming and/or mining crypto currency.
8. Defendant OG10K advertised on its website that it was "an authorized retailer/partner of all of the manufacturers of every product they sold."
9. Defendant OG10K advertised on its website that it "sell[s] practically every pc component you could want, if you do not see it on our website, you can request a special order."
10. Defendant OG10K advertised on its website that it was "one of the larger providers of select pc components to the US and Canada over the last 12 months."
11. Defendant OG10K advertised on its website that it sells its products at "MSRP."

12. Defendant OG10K advertised on its website that "There are multiple companies offering orders for these hard to obtain products, OG10kTech is one of the few (possibly the only one), that protects not only your place in line, but your price. We charge upfront to guarantee that you are in fact an actual buyer, and this also allows us to pre-pay for some orders to our distributors, giving us priority deliveries in many cases."
13. Statements such as the ones listed in paragraphs 8-12 above, and others made by Defendant OG10K on its website created a false impression in the minds of reasonable consumers that Defendant OG10K was selling products it possessed or had access to which would be shipped to consumers in a timely manner once available.
14. Statements such as the ones listed in paragraphs 8-12 above, and others made by Defendant OG10K on its website misrepresented the access Defendant OG10K had to these hard-to-obtain products.
15. Defendant OG10K failed to disclose to consumers that Defendant OG10K would not be able to deliver the products the consumers had purchased in a timely manner due to the limited availability of the products.
16. Defendant OG10K required that consumers pay the entire price of the product even though Defendant OG10K neither had possession of the product(s) sold nor were the products readily available to Defendant OG10K.
17. Defendant OG10K could not provide consumers a reasonable time or date upon which the product(s) would be available for shipment to the consumers or available for pick-up at the store location.

18. After consumers paid the entire price of the product, Defendant OG10K represented that it placed the consumers in a queue based on the date of purchase and that consumers would receive their items in that order.
19. Eventually, Defendant OG10K removed the queue all together from its website.
20. Some consumers who inquired on the status of their orders were told by Defendant OG10K that it did not know when it would have the item(s) in stock to ship.
21. Some consumers were told by Defendant OG10K that it would have their products in stock by an estimated delivery date, only to have the delivery date arrive and no products available to ship.
22. At least one consumer was told by Defendant OG10K that his item had shipped and was provided a tracking number, only to have the product never arrive.
23. Defendant OG10K failed to deliver the goods and services for which consumers had fully paid.
24. After Defendant OG10K closed the store location in 2022, Defendant OG10K continued working from Defendant Taylor's home in Galena and communicated with consumers via its Discord social media server ("Discord"), over which Defendants had sole control, and Twitch.TV channel ("Twitch").
25. Via the Discord and Twitch communications, Defendant OG10K provided inaccurate or misleading information to consumers requesting updates on their purchases and/or refunds.
26. The Refunds & Returns Policy ("Return Policy") posted on Defendant OG10K's website stated that refunds would be provided for items "not receive[d] within the guaranteed time

(45 days not including 2-5 day processing)” and that requests could be made “within 15 days after the guaranteed period for delivery (45 days) has expired.”

27. Some consumers following Defendant OG10K’s Return Policy requested refunds for the products ordered, but not provided, and were told by Defendant OG10K that they would be refunded; however, these consumers have still not received their refunds.
28. Beginning in 2021, Defendant OG10K claimed that, in order to provide refunds, Defendant OG10K would first have to sell large amounts of excess merchandise it had acquired.
29. Defendant OG10K’s failure to observe its duty to segregate the purchase monies resulted in the unavailability of funds to make requested refunds.
30. Defendant OG10K required at least one consumer to sign a release as a condition to receiving a refund, even though the Return Policy had no requirement for a release.
31. Defendant OG10K required at least one consumer to sign a release containing a liquidated damages provision as a requirement for receiving their refund.
32. Defendant OG10K, working from Defendant Taylor’s personal residence, continued to sell merchandise on its website until approximately March 2022.
33. Consumers began filing complaints against Defendant OG10K with the Ohio Attorney General’s Consumer Protection Section starting in the fall of 2021 for products they had purchased starting as early as October 22, 2020. Many consumers have yet to receive their products or refunds.
34. Consumers’ communications with Defendant OG10K after they ordered their products were by electronic mail to the email address posted on Defendant OG10K’s website, listed

on Defendant OG10K's purchase receipts and by direct messages to Defendant OG10K's Discord and Twitch platforms.

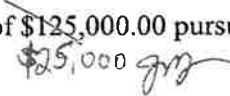
CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter, issues, Defendant OG10K, and venue is proper.
2. The business practices of Defendant OG10K, as described herein and in Plaintiff's Complaint, are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of this state, is the proper party to commence this action under the authority of the Consumer Sales Practices Act, R.C. 1345.07, and by virtue of his authority to protect the interests of the citizens of the State of Ohio.
4. Defendant OG10K is a "supplier," as that term is defined in R.C. 1345.01(C), as it engaged in the business of effecting "consumer transactions" by, at all times relevant herein, soliciting and selling PCs and PC parts, including GPUs from its locations in Franklin and Delaware Counties to individuals in Ohio and across the United States, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and O.A.C. 109:4-3-09, by accepting money from consumers for PC parts, specifically GPUs, and permitting eight weeks to elapse without delivering the promised goods or services or issuing a full refund.

6. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting its access to and ability to obtain and deliver hard-to-obtain products.
7. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling merchandise on its website which it neither possessed nor could deliver.
8. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to observe its duty to segregate purchase monies, resulting in the unavailability of funds to make consumers' requested refunds.
9. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to provide refunds according to its own stated Return Policy.
10. Defendant OG10K committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(B)(4), by representing to consumers that the subject of a consumer transaction was available to consumers because of Defendant OG10K's priority with distributors, when such was not the case.
11. Defendant OG10K committed unconscionable consumer sales acts or practices in violation of the CSPA, R.C. 1345.03(B) by failing to inform consumers that because of Defendant OG10K's precarious financial position that a refund of their purchase monies was unavailable because the Defendant OG10K had used those funds to purchase large bundles in order to obtain the hard to find product(s).
12. The acts or practices described in Conclusions of Law 5 and 7-10 are either violations of a rule adopted pursuant to R.C. 1345.05(B)(2) or have been previously determined by

Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violations after the adoption of such rule or after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

- A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the Consumer Sales Practices Act in the manner set forth therein.
 - B. Defendant William D. Taylor Sr. Inc., dba OG10tech under that name or any other name, its agents, representatives, salespeople, employees, successors and assigns, and all persons acting on behalf of it directly or indirectly, through any corporate or private device, partnership or association, is PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Substantive Rules enacted thereunder.
 - C. Defendant OG10K is ORDERED TO PAY a civil penalty of ~~\$125,000.00~~ ^{\$25,000} pursuant to R.C. 1345.07(D). 
 - D. Pursuant to R.C. 1345.07(B), Defendant is ORDERED to pay damages to all consumers injured by its conduct, as set forth above. The total amount of consumer damages owed will be determined by affidavits, in lieu of live testimony, and Plaintiff shall brief the Court on the issue at a future date.
 - E. This Court shall retain jurisdiction for the purpose of enforcement, or for inclusion of a consumer restitution Order.
 - F. Defendant OG10K is liable to Plaintiff for collection costs as permitted by law.
 - G. Defendant OG10K is ORDERED to pay all court costs of this action.
- THIS MATTER REMAINS PENDING AS TO WILLIAM D. TAYLOR, SR.
IN HIS INDIVIDUAL CAPACITY.

IT IS SO ORDERED.


JUDGE SCHUCK

Submitted By:

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