

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	CASE NO. 20CV001997
DAVE YOST)	
)	JUDGE MCINTOSH
Plaintiff)	
v.)	<u>Final Judgment</u>
)	<u>Entry and Order</u>
DARLATOURS LTD et al.)	
)	
Defendants)	

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment on April 29, 2020. On June 16, 2020, the Court issued a Decision and Entry Granting Default Judgment Against Defendants ("Default Judgment Order"). In addition to granting the other relief Plaintiff requested, the Court ordered Defendants to pay civil penalties and consumer damages in amounts to be determined at a later date. The Default Judgment Order also granted Plaintiff's request to present evidence of consumer damages via affidavits.

On September 2, 2020, Plaintiff filed its Memorandum in Support of Consumer Damages and Civil Penalties ("Damages Memo"). Plaintiff attached the sworn affidavits of ten consumers to its Damages Memo. They suffered a total of \$92,726 in monetary damages as a result of Defendants' unfair and deceptive acts and practices. Plaintiff's Damages Memo also provided support for its request for \$50,000 in civil penalties.

The Court finds all of Plaintiff's requests well-taken. The evidence establishes that the ten consumers who submitted affidavits sustained monetary damages totaling \$92,726 and that the imposition of a \$25,000 civil penalty is appropriate and permitted by R.C. 1345.07(D).

Based on the above, the Court completely restates below the Findings of Fact, Conclusions of Law, and Orders that were included in the Court's Default Judgment Order,

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and the Court further issues new Orders specifying the consumer damages and civil penalty amounts that Defendants must pay.

FINDINGS OF FACT

1. Defendant DarlaTours is an Ohio limited liability company.
2. Defendant DarlaTours's mailing address was P.O. Box 92, Zanesfield, Ohio 43360.
3. Defendant Moore is a natural person who resides at 2885 County Road #25 N., Bellefontaine, Ohio 43311.
4. Defendant Moore did business using the name DarlaTours LTD.
5. Defendant Moore directed, supervised, approved, formulated, authorized, ratified, benefitted from, and/or otherwise participated in the acts and practices of Defendant DarlaTours, as described in this Complaint.
6. At all times relevant to this action, Defendants have been engaged in the business of advertising, soliciting, offering for sale, or selling vacation tour packages to consumers.
7. Defendants solicited consumers, including via the website www.darlatours.net and via Facebook, for the purchase of group vacation tour packages.
8. Defendants sold domestic and international vacation packages to Ohio consumers.
9. Defendants accepted payments from consumers for vacation packages.
10. Consumers typically paid Defendants over \$4,000 for their vacations, usually via a payment plan.
11. Defendants told some consumers that their trips had to be canceled or postponed and then failed to provide refunds to those consumers whose trips had been canceled.
12. Defendants failed to deliver the vacation packages that consumers had paid for.

13. Some consumers paid in full for their trips but then requested to cancel and asked for refunds more than six months before their planned trips, as permitted by Defendants' contracts.
14. Defendants failed to honor consumers' cancellation requests and failed to provide refunds to consumers in accordance with their contracts.
15. When Defendants received inquiries from consumers who had not received their requested refunds, Defendants would assure the consumers that the refunds would be received shortly. Despite these assurances, Defendants never provided the refunds.

CONCLUSIONS OF LAW

16. 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.
17. The actions of Defendants have occurred in Ohio, including in Franklin County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq.
18. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
19. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Franklin County is one of the counties where Defendants conducted activity that gave rise to the claim for relief.
20. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting "consumer transactions" by

advertising and selling vacation tour packages to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).

21. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services, and failing to provide refunds.
22. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by failing to honor the written terms of their own contracts by failing to provide refunds to consumers who attempted to cancel their trips in accordance with Defendants' contracts.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants, doing business under the names DarlaTours Ltd., Darla K. Moore, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in the acts and practices described in this order and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific provisions described herein.
- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendants, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED to pay \$92,726 in consumer damages. Such payment shall be made to the Attorney General via a certified check or

money order, made payable to the "Ohio Attorney General," and delivered within seven days to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

The Attorney General's Office will distribute the consumer damages to the following ten consumers in the amounts set forth below:

	Last Name	First Name	City	State	Amount
1	Chesar	William	North Olmsted	OH	\$7,900.00
2	Mackey	Terri	North Canton	OH	\$6,300.00
3	Timmons	Teresa	West Chester	OH	\$10,775.00
4	Duffey	Robert	Canal Winchester	OH	\$6,178.00
5	Sigmund	David	East Sparta	OH	\$8,200.00
6	LaBianca	Peter	Dublin	OH	\$35,850.00
7	Myers	Scott	Pottstown	PA	\$6,198.00
8	Sigmund	Katrina	Cuyahoga Falls	OH	\$3,750.00
9	Traska	Marianne	Eastlake	OH	\$5,300.00
10	LaBianca	Catherine	Strongsville	OH	\$2,275.00
	TOTAL				\$92,726.00

D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$25,000. Such payment shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General," and delivered within seven days to:

Ohio Attorney General's Office
Consumer Protection Section
Attn: Financial Specialist
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Defendants are ENJOINED from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by the Court in this case and have satisfied all monetary obligations ordered by any other Ohio court in connection with a consumer transaction.
- F. Defendants are ORDERED to pay collection costs to Plaintiff as permitted by statute.
- G. Defendants are ORDERED to pay all court costs.

DATE

JUDGE MCINTOSH

Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Senior Assistant Attorney General
Consumer Protection Section
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Counsel for Plaintiff, State of Ohio

Franklin County Court of Common Pleas

Date: 10-07-2020
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL -VS-
DARLATOURS LTD ET AL
Case Number: 20CV001997
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Stephen L. McIntosh", is written over a circular official seal. The seal contains the text "JUDGE OF THE COURT OF COMMON PLEAS" and "FRANKLIN COUNTY, OHIO".

/s/ Judge Stephen L. McIntosh