

**IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY**

STATE OF OHIO ex rel.)	CASE NO.
OHIO ATTORNEY GENERAL DAVE YOST)	
30 East Broad Street, 14 th Floor)	
Columbus, Ohio 43215)	JUDGE
)	
Plaintiff,)	
)	
v.)	
)	
WILLIAM D. TAYLOR SR. INC.)	<u>COMPLAINT FOR DECLARATORY</u>
dba OG10Ktech)	<u>JUDGMENT, INJUNCTIVE RELIEF,</u>
William D. Taylor Sr.)	<u>CONSUMER RESTITUTION, AND</u>
Statutory Agent)	<u>CIVIL PENALTY</u>
2640 SR 605)	
Galena, Ohio 43021)	
)	
and)	
)	
WILLIAM D. TAYLOR SR., Individually)	
2640 SR 605)	
Galena, Ohio 43021)	
)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through counsel, Dave Yost, Ohio Attorney General, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*, and specifically, R.C. 1345.07.

2. The actions of the Defendants, hereinafter described, have occurred in Franklin County and Delaware County, Ohio as a continuing course of conduct 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, O.A.C. 109:4-3-01 *et seq.*

3. Defendants, as described below, are “suppliers” as that term is defined in R.C. 1345.01(C), as the Defendants were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling personal computers (“PC”) and PC parts, including graphics processing units (“GPU”) from their 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).
4. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04.
5. Venue is proper pursuant to Ohio Civ. R. 3(C)(1-3) in that Delaware County is where the Defendants have a principal – work from home - place of business, where Defendant Taylor resides, and where the Defendants have conducted activity that gave rise to the claim for relief.

THE DEFENDANTS

6. Defendant William D. Taylor Sr. Inc. is an Ohio corporation dba as OG10kTech (“OG10K”), 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 in Franklin County (“the store location”).
7. Defendant William D. Taylor (“Taylor”) is a natural person whose personal residence is 2640 SR 605, Galena, Ohio 43021 in Delaware County.

8. Upon information and belief, Defendants closed the store location in 2022. However, prior to vacating the store location and continuing through today, Defendants have been operating out of Defendant Taylor's personal residence.

STATEMENT OF FACTS

9. Defendants have, at all times relevant to this action, been engaged in the business of selling consumer goods or services, specifically PCs and PC parts, including GPUs in the State of Ohio, from their store location in Franklin County, from Defendant Taylor's personal residence in Delaware County, and via Defendants' website at <https://og10ktech.com/>.
10. Defendants 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.
11. At all times relevant to this action, consumers searching the Internet for certain PC parts, including GPU's, 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.
12. Consumers searching the Internet for PCs and hard to find PC parts, including GPUs, were directed to Defendants' website or to Defendants' store location in Westerville.
13. The PCs and PC parts, including GPUs, that the Defendants advertised for sale were used primarily for personal gaming and/or mining crypto currency.
14. The Defendants advertised on their website that they were "an authorized retailer/partner of all of the manufacturers of every product they sold."
15. The Defendants advertised on their website that they "sell practically every pc component you could want, if you do not see it on our website, you can request a special order."

16. The Defendants advertised on their website that they were “one of the larger providers of select pc components to the US and Canada over the last 12 months.”
17. The Defendants advertised on their website that they sell their products at “MSRP.”
18. The Defendants advertised on their 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.”
19. Statements such as the ones listed in paragraphs 14-18 above, and others, made by the Defendants on their website created a false impression in the mind of reasonable consumers that the Defendants were selling products they possessed or had access to which would be shipped to consumers in a timely manner once available.
20. Statements such as the ones listed in paragraphs 14-18 above, and others, made by the Defendants on their website misrepresented the access Defendants had to these hard-to-obtain products.
21. Defendants failed to disclose to consumers that Defendants would not be able to deliver the products the consumers had purchased in a timely manner due to the limited availability of the products.
22. Defendants required that consumers pay the entire price of the product even though the Defendants neither had possession of the product(s) sold nor were the products readily available to the Defendants.

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

33. Some consumers following the Defendants’ Return Policy requested refunds for the products ordered, but not provided, and were told by the Defendants that they would be refunded; however, these consumers have still not received their refunds.
34. Beginning in 2021, Defendants claimed that, in order to provide refunds, Defendants would first have to sell large amounts of excess merchandise they had acquired.
35. Defendants’ failure to observe their duty to segregate the purchase monies resulted in the unavailability of funds to make requested refunds.
36. Defendants 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.
37. Defendants required at least one consumer to sign a release containing a liquidated damages provision as a requirement for receiving their refund.
38. Defendants, working from Defendant Taylor’s personal residence, continued to sell merchandise on their website until approximately March 2022.
39. Consumers began filing complaints against the Defendants 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. These consumers have yet to receive their products or refunds.
40. Consumers’ communications with the Defendants after they ordered their products were by electronic mail to the email address posted on Defendants’ website, listed on Defendants’ purchase receipts and by direct messages to Defendants’ Discord and Twitch platforms.

41. Over seventy (70) consumers have filed complaints with the Ohio Attorney General's Consumer Protection Section against the Defendants for the Defendants' failure to deliver products. These same consumers allege they are owed refunds for goods not provided in excess of One Hundred Thousand Dollars (\$100,000.00).

**PLAINTIFF'S CAUSE OF ACTION: VIOLATIONS OF THE
CONSUMER SALES PRACTICES ACT**

COUNT 1

**FAILURE TO DELIVER GOODS AND/OR SERVICES
OR ISSUE REFUNDS**

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through Forty-One (1-41) of this Complaint.
43. Defendants 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.
44. The acts or practices described above have been declared to be deceptive by a rule adopted pursuant to R.C. 1345.05(B)(2). Defendants committed said violations after the adoption of such rule.

COUNT 2

UNFAIR AND DECEPTIVE CONSUMER SALES PRACTICES

45. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through Forty-One (1-41) of this Complaint.
46. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting their access to and ability to obtain and deliver hard-to-obtain products.

47. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling merchandise on their website which they neither possessed nor could deliver.
48. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by failing to observe their duty to segregate purchase monies, resulting in the unavailability of funds to make consumers' requested refunds.
49. Defendants 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.
50. Defendants 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 Defendants' priority with distributors, when such was not the case.
51. The acts or practices described in Paragraphs 47-50 above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT THREE

UNCONSCIONABLE CONSUMER SALES ACTS OR PRACTICES

52. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs one through Forty-One (1-41) of this Complaint.
53. Defendants 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 Defendants' precarious financial position that a refund of their purchase monies was unavailable

because the Defendants had used those funds to purchase large bundles in order to obtain the hard to find product(s).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE a declaratory judgment declaring that each act or practice complained of herein violates the CSPA in the manner set forth in the Complaint.
2. ISSUE a permanent injunction enjoining William D. Taylor, Sr. and William D. Taylor Sr., Inc., doing business as OG10KTech, or any other name, and their agents, representatives, salespeople, employees, independent contractors, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.
3. GRANT a monetary judgment, jointly and severally, against Defendants in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants' unfair, deceptive, or unconscionable acts and practices.
4. ASSESS, FINE, and IMPOSE upon the Defendants, jointly and severally, a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein pursuant to R.C. 1345.07(D).
5. GRANT Plaintiff its costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
6. ORDER Defendants to pay all court costs.
7. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

A handwritten signature in black ink, appearing to read "DY", is positioned below the typed name and title.

Rosemary E. Rupert (0042389)
Principal Assistant Attorney General
30 East Broad Street, 14th Floor
Columbus, OH 43215
Phone: (614)752-5548
Fax: 866-473-6249
rosemary.rupert@OhioAGO.gov
Counsel for Plaintiff, State of Ohio