

FILED

2013 JUL 5 A 8 55
IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.
ATTORNEY GENERAL
MICHAEL DEWINE
615 W. SUPERIOR AVENUE 11TH FL
CLEVELAND, OHIO 44113

Plaintiff,

v.

THE EVENT IN ORLANDO INC. (THE
EVENT INC.)
c/o INCORP SERVICES, INC.
9435 Waterstone Boulevard, Suite 140
Cincinnati, Ohio 45249

and

ANDREW ANDREKOPOULOS
5455 N. Marginal Rd., Apt. 508
Cleveland, OH 44114

Defendants.

CASE NO.
CUYAHOGA COUNTY

JU

Judge: MICHAEL P DONNELLY

CV 13 808508

COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
RESTITUTION AND CIVIL
PENALTIES

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Michael DeWine, 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.

2. The actions of Defendants The Event In Orlando Inc. (The Event Inc.) (hereinafter “The Event”) and Andrew Andrekopoulos (“Defendants”) have occurred in the State of Ohio and Cuyahoga County and violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
4. This Court has venue to hear this case pursuant to Civ. R. 3(B)(3), in that some of the transactions complained of herein, and out of which this action arises, occurred in Cuyahoga County, Ohio.

DEFENDANTS

5. Defendant Andrew Andrekopoulos is an individual residing at 5455 N. Marginal Rd., Apt. 508, Cleveland, Ohio 44114, and is the owner and president of The Event. Defendant Andrekopoulos controlled and directed the activities of Defendant The Event and had knowledge and control of the illegal practices alleged herein.
6. Defendant The Event is a Delaware corporation transacting business in Ohio under the assumed name “The Event in Orlando Inc.” The principal place of business of The Event is 3401 Enterprise Parkway Suite 340, Beachwood, Ohio 44122.
7. Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as Defendants, at all times relevant herein, engaged in the business of effecting “consumer transactions” by soliciting “talent to attend a fee based competition/Event in Disneyworld” for “individuals” from Cuyahoga County, and other counties in the State of Ohio, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

8. Defendants are “sellers” as that term is used in R.C. 1345.21(C) as Defendants, at all relevant times, engaged in personal solicitations of sales at a place other than the seller’s place of business.

STATEMENT OF FACTS

9. Defendants engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A) as the Event sold consumer goods or services in which the buyer’s agreement or offer to purchase was made at a place other than the seller’s place of business.
10. Defendants solicit consumer transactions in the State of Ohio primarily through the use of radio advertisement. The advertisements target consumers who are parents of children between the ages of 6 and 17 and whose children are interested in acting, modeling, dancing and/or singing.
11. Consumers are instructed to send a text message in response to the advertisement in order to reserve their spot at a “tryout” which is typically held at a local hotel. The advertisement creates a sense of urgency by stating “For your child to tryout, you must text immediately!” and “Space is limited to the first 200 people who text right now!”
12. At some point after the “tryout” consumers are notified that their child has been accepted for a chance to compete at “The Event” in Disneyworld. Parents are told that agents and casting directors who work with Nickelodeon, The Disney Channel, Fox, ABC, MGM and superstars such as Selena Gomez, Taylor Lautner, and Miranda Cosgrove will be in attendance. Parents are solicited to purchase packages for their child to attend “The Event” in Orlando. Packages range in price from \$1,900 to nearly \$10,000. “Add-ons” are also presented to consumers for an additional fee, and include acting, singing, and dance workshops. Passes for parents, siblings, other relatives and friends to attend with

the child are sold separately. During sales presentations Defendants routinely misrepresent their affiliation with DisneyWorld and the level of success each child is likely to achieve. Parents are led to believe that their child will be “discovered” when in reality very few, if any, children actors are discovered through The Event. Defendants use high pressure sales tactics including language that this is a “once in a lifetime” opportunity to pressure consumers into signing unconscionable contracts.

13. At the time of sale, consumers are presented with an attendee agreement, which includes a “Notice of Cancellation.”
14. The “Notice of Cancellation” states that the consumer may cancel the contract within three business days, but only if notice is mailed by registered or certified mail.
15. The “Notice of Cancellation” states that the \$1,000.00 “**registration fee is non-refundable under any circumstances.**”
16. The “Notice of Cancellation” states that “Valid refunds will be processed within twenty one (21) business days.”
17. The “Notice of Cancellation” was not presented to the consumer in duplicate, was not easily detachable, was not in boldface type, and did not contain the information and statements required by R.C. 1345.23(B)(2).

PLAINTIFF’S FIRST CAUSE OF ACTION
VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT ONE

1. Plaintiff restates, realleges, and incorporates paragraphs one through seventeen (1 – 17) as if fully restated herein.

2. Defendants have committed unfair or deceptive acts or practices in violation of R.C. 1345.02 and the Consumer Sales Practices Act, R.C. 1345.02(A), by:
 - a. Representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have;
 - b. Representing that the subject of a consumer transaction is available to the consumer for a reason that does not exist;
 - c. Representing that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not;
 - d. Representing that the supplier has a sponsorship, approval, or affiliation that the supplier does not have.
3. The acts or practices described in the preceding paragraph have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
4. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT TWO

5. Plaintiff restates, realleges, and incorporates paragraphs one through seventeen (1 – 17) as if fully restated herein.
6. Defendants have committed unconscionable acts or practices in violation of the Consumer Sales Practice Act, R.C. 1345.03(A), by:
 - a. Engaging in a consumer transaction when Defendants knew at the time the consumer transaction was entered into of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction;

- b. Requiring consumers to enter into a consumer transaction on terms the supplier knew were substantially on-sided in favor of the supplier;
 - c. Knowingly making a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment.
7. The acts or practices described in the preceding paragraph have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
8. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PLAINTIFF'S SECOND CAUSE OF ACTION:
VIOLATIONS OF THE HOME SOLICITATION SALES ACT

COUNT ONE

FAILURE TO PROVIDE PROPER NOTICE
OF THREE DAY RIGHT OF RECISSION

9. Plaintiff restates, realleges, and incorporates paragraphs one through seventeen (1 – 17) as if fully restated herein.
10. Defendants violated the Home Solicitation Sales Act, R.C. 1345.21 et seq. and R.C. 1345.02(A), by:
- a. Restricting consumers' rights to deliver notice of cancellation by regular mail, telegram, manual delivery, or other personal delivery in violation of R.C. 1345.22;
 - b. Requiring a \$1,000 dollar non-refundable deposit in violation of R.C. 1345.22 and 1345.23(D)(4);
 - c. Stating that refunds will be processed within twenty one business days in

violation of R.C. 1345.23(D)(4) which requires a supplier to refund all payments made under the contract or sale within ten business days after receipt of such notice;

d. Failing to present the “Notice of Cancellation” form to the consumer in duplicate, attached to the contract signed by the buyer, and easily detachable.

11. The acts or practices described above have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq.
12. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court:

- 1) ISSUE a permanent injunction, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, their agents, servants, representatives, salesmen, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, from engaging in the acts and practices of which Plaintiff complains, and from further violating the Consumer Sales Practice Act, R.C. 1345.01 et seq., and the Home Solicitation Sales Act R.C. 1345.21 et seq.
- 2) GRANT A JUDGMENT against Defendants The Event in Orland Inc. (The Event Inc.) and Andrew Andrekopoulos for joint and several liability, in an amount sufficient to reimburse all consumers found to have been damaged by the Defendants’ unfair and deceptive acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendants and against whom the acts described in this complaint were committed.

- 3) ISSUE a declaratory judgment, pursuant to R.C. 1345.07(A)(1), declaring that each and every act or practice complained of herein violates the Consumer Sales Practices Act in the manner set forth in this Complaint.
- 4) ASSESS, FINE and IMPOSE upon each Defendant, pursuant to R.C. 1345.07, a civil penalty of Twenty Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein.
- 5) ENJOIN Defendants from engaging as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder, as well as any unpaid judgments arising out of consumer transactions.
- 6) GRANT Plaintiff all costs incurred in bringing this action.
- 7) ORDER Defendants to pay all court costs.
- 8) GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MIKE DEWINE
Ohio Attorney General



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