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ATTORNEY GENERAL OF OHIO

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

OCT 04 2016

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

STATE OF OHIO ex rel.)	CASE NO. 16 CV 001233
OHIO ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE KIMBERLY COCROFT
)	
Plaintiff)	
)	
v.)	<u>ORDER AND ENTRY GRANTING</u>
)	<u>PLAINTIFF'S MOTION FOR</u>
WILLIAM CAMERON, individually)	<u>DEFAULT JUDGMENT</u>
and dba CAMERON HOME)	
REMODELING)	
)	
Defendant.)	

This matter came to be heard upon Plaintiff's Motion for Default, which was filed on May 3, 2016 due to Defendant's failure to respond to Plaintiff's Complaint. Pursuant to Civ. R. 55(A), the Court finds the Plaintiff's Motion to be well taken and hereby GRANTS Plaintiff's Motion for Default Judgment.

FINDINGS OF FACT

1. Defendant William Cameron is a natural person who is currently incarcerated at the Madison Correctional Institution, 1851 OH-56, London, Ohio 43140.
2. Defendant Cameron was engaged in the business of supplying, promoting, and selling consumer goods, whereby Defendant caused the unlawful acts and practices enumerated in this Complaint.
3. Defendant is a "supplier" as he was, at all times relevant herein, engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily

personal, family or household in nature, as those terms are defined in the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01(A), (C), and (D).

4. Defendant solicited individuals to enter into consumer transactions for various products including but not limited to farm equipment, event tickets, and car motors.
5. Defendant contacted consumers who were advertising on Craigslist and led them to believe that he had the item(s) the consumers were looking to purchase.
6. Defendant conducted business on Craigslist under his name, William Cameron, and under the unregistered name of “Cameron Home Remodeling.”
8. Defendant promised prompt delivery of the goods and directed consumers to send payments for the goods via Western Union, Green Dot, MoneyGram, Moneypak, Walmart Money Service, or USPS Money Order.
9. Defendant failed to deliver the purchased goods and failed to make refunds to consumers.
10. Defendant entered into consumer transactions for the sale of goods knowing of the inability of consumers to receive substantial benefits from the subject of the transactions.
11. Defendant sold goods to consumers without taking reasonable steps to acquire the goods he offered for sale.
12. Defendant advertised and sold goods without having ownership or possession of the goods and failed to disclose to buyers that the goods were not in his possession.
13. On several occasions, Defendant instructed consumers to send full payment before delivery and, after receiving the agreed upon amount, Defendant told consumers that he needed an additional payment before sending the goods.
14. Defendant used several different numbers to contact consumers, including:
 - a. (614) 359-2283

- b. (614) 813- 9889
 - c. (614) 400-5669
 - d. (614) 435-5023
 - e. (740) 497-9821
15. Defendant used several different email accounts to contact consumers, including:
- a. Cameron51@yahoo.com
 - b. Cameronwilliam51@yahoo.com
 - c. Cameronwilliams@yahoo.com
16. Defendant used several different street addresses to conduct his business, including:
- a. 326 ½ S. Columbus Street, Lancaster, Ohio 43130
 - b. 2305 Cleveland Avenue, Columbus, Ohio 43211
 - c. 3751 Sunbury Road, Columbus, Ohio 43224
17. On at least one occasion, Defendant contacted a consumer using the alias “William Roberts.”

CONCLUSIONS OF LAW

18. The actions of Defendant have occurred in the State of Ohio, in Franklin County and other counties in Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules.
19. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
20. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

21. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County, Ohio.
22. Defendant is a “supplier” as that term is defined in R.C. 1345.01(C) as Defendant was, at all times relevant herein, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in Franklin County and other counties in Ohio for purposes that were primarily for personal, family, or household use within the meaning specified in R.C. 1345.01(A) and (D).
23. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), by accepting payments from consumers, promising delivery dates for goods, failing to deliver the goods, and failing to return payments to the consumers.
24. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling consumer goods without taking reasonable steps to acquire the goods necessary to complete the transactions.
25. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by advertising and selling goods for sale without having ownership or possession of the goods and failing to disclose to buyers that the goods were not in the Defendant’s possession.
26. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions knowing of the inability of the consumers to receive substantial benefits from the subject of the consumer transaction.

27. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(5), by entering into consumer transactions on terms he knew were substantially one-sided in his favor.

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 CSPA in the manner described herein.
- B. Defendant, his agents, servants, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, are **PERMANENTLY ENJOINED** from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.
- C. Pursuant to R.C. 1345.07(B), Defendant is **ORDERED** to pay damages to consumers injured by Defendant's conduct. These consumers are identified in the affidavits provided to the Court as exhibits to Plaintiff's Memorandum in Support of Damages and Civil Penalties. Total consumer damages amount to \$2935. This money will be distributed by the Ohio Attorney General to the following consumers in the amounts set forth below:

Last Name	First Name	State	Amount
Clemence	Kirk	Michigan	\$350
Kausek	Dennis	Ohio	\$225

Keller	Kevin	Ohio	\$460
Lowman	Tim	Indiana	\$300
Miller	Michael	Ohio	\$150
Mudbone	Butch	Tennessee	\$150
Pick	William	Tennessee	\$1000
Wylie	Bryan	Arizona	\$300

- D. Based on the above findings that Defendant committed unfair, deceptive, and unconscionable acts and practices in violation of the CSPA, Defendant is **ORDERED** to pay a civil penalty in the amount of \$25,000, pursuant to R.C. 1345.07(D). Such payment shall be made to the Attorney General via a certified check or money order payable to the “Ohio Attorney General” and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

- E. Defendant is **ENJOINED** from engaging in business as a supplier in any consumer transactions in the State of Ohio, until such time as he has satisfied all monetary obligations due hereunder.
- F. Defendant is **ORDERED** to pay all court costs.

IT IS SO ORDERED.

DATE

JUDGE COCROFT

Submitted by:

/s/ Hallie C. Saferin

HALLIE C. SAFERIN (0093467)

Assistant Attorney General

Consumer Protection Section

30 East Broad Street, 14th Floor

Columbus, Ohio 43215

Phone: 614-466-9529

Hallie.Saferin@ohioattorneygeneral.gov

Counsel for Plaintiff, State of Ohio

TO THE CLERK,

PLEASE SERVE ON THE FOLLOWING:

William Cameron #A720020

Madison Correctional Institute

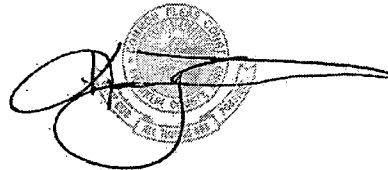
PO Box 740

London, OH. 43140

Franklin County Court of Common Pleas

Date: 07-20-2016
Case Title: OHIO STATE ATTORNEY GENERAL -VS- WILLIAM CAMERON
Case Number: 16CV001233
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink is written over the official seal of Franklin County, Ohio. The signature is fluid and cursive, extending to the right of the seal. The seal itself is circular with a star in the center and text around the perimeter.

/s/ Judge Kimberly Cocroft