

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

RECEIVED
ATTORNEY GENERAL OF OHIO

MAY 27 2015

STATE OF OHIO

)

IN THE MATTER OF:

)

Docket #: 498148

Options Plus, Inc. and

)

Camilynn Meleca

)

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 22nd day of April, 2015 by and between Camilynn Meleca, individually, and Options Plus, Inc. ("Suppliers") and Michael DeWine, Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Suppliers" means Camilynn Meleca, individually, and Camilynn Meleca doing business as Options Plus, Inc., and Options Plus Inc., its officers, principals, directors, partners, agents, servants, representatives, salespersons, employees, successors or assigns and all persons acting in concert or participation with it directly or indirectly, through any corporate device, partnership, association, or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers may have engaged in acts or practices which violate Chapter 1345 of the Ohio Revised Code, specifically the Consumer Sales Practices Act ("CSPA") and the Failure to Deliver Rule, has conducted an investigation of Suppliers pursuant to the authority granted to him by R.C. 1345.06; and

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance of Voluntary Compliance; and

WHEREAS, this Assurance of Voluntary Compliance is an assurance in writing by Suppliers of their intent to conduct her business in a manner designed to comply with the provisions of the CSPA and its Substantive Rules, R.C. 1345.01 et seq.; and

WHEREAS, Suppliers, desiring to comply with all aspects of the CSPA, hereby voluntarily enter into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his Consumer Protection Section of Suppliers' business practices and actions occurring on or before the Effective Date of the Assurance.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct any future business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its substantive rules.

BACKGROUND AND STATEMENT OF FACTS

- (4) Options Plus, Inc. is incorporated by the State of Ohio and registered with the Secretary of State.
- (5) Meleca is a natural person residing at 6600 Falling Meadows Drive, Galena, Ohio, 43021.
- (6) Meleca is the owner and principal representative of Options Plus, Inc. formerly located at 143 Tuttle Avenue, Fredericktown, Ohio 43019.

- (7) Suppliers closed their business on approximately August 18, 2014.
- (8) Options Plus, Inc., and Meleca are supplier(s) as that term is defined in R.C. 1345.01(C) as they are, or at all times relevant herein were, engaged in the business of effecting or soliciting consumer transactions for purposes that are primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
- (9) At all times relevant to this investigation, Suppliers offered goods such as pet fencing and containment systems for sale via the Internet at www.optionsplus.com.
- (10) At all times relevant to this investigation, Meleca controlled and directed the business activities and sales conduct of Options Plus, Inc.
- (11) Suppliers accepted monetary deposits or full payment from consumers for pet fencing and containment systems and then failed to deliver some of those goods within eight weeks.
- (12) Suppliers failed to refund consumers' deposits or payments despite consumers' requests for refunds.

COMPLIANCE PROVISIONS

- (13) Suppliers shall not engage in acts and practices that violate the CSPA, including the Failure to Deliver Rule.
- (14) Suppliers shall refrain from committing unfair or deceptive business practices in violation of the CSPA R.C. 1345.02(A).

GENERAL PROVISIONS

- (15) Suppliers understand and agree that this Assurance applies to any related owners, principals, officers, directors, agents, servants, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.

- (16) This Assurance shall be governed by the laws of the State of Ohio.
- (17) This Assurance is entered into by the Suppliers of their own free and voluntary act with full knowledge and understanding of the nature of the proceedings and obligations and duties imposed ~~by this Assurance~~.
- (18) This Assurance does not constitute an approval by the Attorney General of any of Suppliers' business practices, and Suppliers shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of their business practices.
- (19) This Assurance sets forth the entire agreement between the Attorney General and Suppliers and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- (20) The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- (21) By giving this written Assurance, Suppliers agree to provide refunds to consumers who file complaints, if any, with the Ohio Attorney General, against Suppliers within 60 days of the execution of this Assurance. The consumers who file complaints within 60 days of the execution of this Assurance shall provide verification of the restitution amounts claimed to the Ohio Attorney General. All complaints received within 60 days of this

Assurance shall be forwarded by the Ohio Attorney General's Office to Suppliers on an on-going basis following the execution of the Assurance, to be completed within 15 days after the expiration of the 60 day time period. Suppliers will have 60 days from receipt of such complaints ~~to refund~~ to refund consumers' monies unless Suppliers can confirm to the Attorney General that the refund has been issued or the consumer did not incur the charges at issue, or the Supplier produces evidence to the Attorney General that the Attorney General deems reasonably sufficient to refute the consumer's complaint.

PAYMENT TO THE STATE AND RESTITUTION

- (22) As part of the consideration for the termination of the Attorney General's investigation of Suppliers under the CSPA, the Parties hereby acknowledge that Suppliers shall provide full restitution to the consumers identified in **ADDENDUM A**, attached, in the amount of \$22,563.70 to be distributed to the consumers by the Attorney General. Total payment of this restitution amount shall be due upon the execution of this Assurance and shall be submitted to the Attorney General's Office in the form of a certified check, made payable to "The Ohio Attorney General."
- (23) Suppliers are liable for a payment in the amount of \$25,000.00 to the Attorney General. Said payment is suspended upon timely compliance with this Assurance. If Suppliers fail to comply with all other provisions in this Assurance, the \$25,000.00 payment shall be due and payable upon demand.

PENALTIES FOR FAILURE TO COMPLY

- (24) The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce this Assurance against Suppliers and the court shall apply applicable standards of law to determine damages per any subsequent violation,

which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Suppliers do not waive any evidentiary objection or any other objection he may have as permitted by law to the admissibility of any such evidence, including, but not limited to, showing evidence that Suppliers have fully and promptly cooperated in good faith with this investigation.

- (25) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA by Suppliers. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 et seq., if presented after the violation in an action brought under the CSPA, R.C. 1345.01 et seq.
- (26) This Assurance shall in no way exempt Suppliers from any other obligations imposed by law, and nothing contained herein shall relieve Suppliers of any legal responsibility for any acts or practices engaged in by Suppliers other than those acts specifically resolved by this Assurance.
- (27) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Suppliers under any legal authority granted to the Attorney General:
 - (a) With respect to the transactions or occurrences which are the subject of this enforcement action, if the terms of this Assurance are not fully obeyed; or
 - (b) With respect to transactions or occurrences which are not the subject of this action.

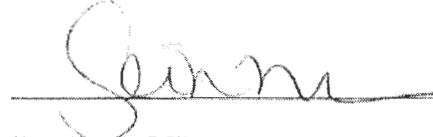
WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 22nd ^{April} day of ~~March~~ 2015.

SIGNATURES

Accepted:

MICHAEL DEWINE
ATTORNEY GENERAL

BY: _____



Date: _____

4-22-15

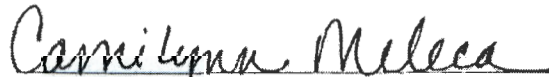
Jennifer L. Mildren
Assistant Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-8235

Counsel for the Ohio Attorney General

Accepted:

Camilynn Meleca, Individually

BY: _____



Date: _____

4/17/15

Camilynn Meleca
6600 Falling Meadows Drive
Galena, Ohio, 43021

Accepted:

Options Plus, Ltd.

BY: Camillynn Meleca Date: 4/17/15

Camillynn Meleca
143 Tuttle Avenue
Fredericktown Ohio, 43019

Accepted:

J. Matthew Fisher, Allen Kuehnle Stovall & Nueman, LLP

BY: 

Date: 4/21/15

J. Matthew Fisher, Esq.
17 S. High Street, Suite 1220
Columbus, Ohio 43215

Counsel for Camillynn Meleca

ADDENDUM A
CONSUMER RESTITUTION LIST

Last Name	First Name	Purchase Date	State	Amount
Attardro	Donalee	6/21/14	IN	\$848.00
Cotton	Patricia	5/7/14	CT	\$1,829.70
Closson	James	6/19/14	ID	\$2,676.00
Bean	Tina	7/1/14	TX	\$13,190.00
Kretsinger	Susan	5/19/14	GA	\$644.00
Lund	Jeff	7/31/14	KY	\$2,268.00
Wince	Elizabeth	7/1/14	OH	\$690.00
Wood	Wes	6/4/14	FL	\$418.00