

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel. OHIO
ATTORNEY GENERAL MICHAEL
DEWINE

Plaintiff,

v.

US BEEF CINCINNATI LLC, et al.

Defendants

Case No. CV 2015 11 2656

Judge Powers

Final Appealable Order

2016 JUN 30 AM 9:39

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINAL ENTRY AND ORDER GRANTING DEFAULT JUDGMENT

Since Defendants have not appeared nor filed an Answer in this case, the Court grants Plaintiff's Motion for Default Judgment against Defendants and renders the following Decision.

FINDING OF FACTS

The Court finds the following facts:

1. Defendant Joey Lightcap Traum is a natural person who resides at 8912 Buffalo Ridge, Cincinnati, OH 45002.
2. Defendant Traum was served the Summons and Complaint via regular mail on February 23, 2016 after the certified mail was returned unclaimed.
3. Defendant US Beef Cincinnati LLC is an Ohio limited liability company operating at 3210 Profit Drive, Fairfield, Ohio 45014.
4. Defendant US Beef Cincinnati LLC was served the Summons and Complaint via certified mail on November 24, 2015.

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5. Defendant Traum has an ownership interest in and operates Defendant US Beef Cincinnati LLC and dominated, controlled and directed the business activities and sales conduct of US Beef Cincinnati LLC, and exercised the authority to establish, implement or alter the policies of US Beef Cincinnati LLC, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
6. At all times relevant to this action, Defendants engaged in business using the fictitious name US Beef.
7. Defendants' principal place of business was 3210 Profit Drive, Fairfield, Ohio 45014.
8. At all times relevant to this action, Defendants engaged in the business of advertising, soliciting, offering, and selling beef and other food products to consumers using the fictitious name US Beef.
9. Defendants solicited, offered, and sold beef and other food products by going to consumers' residences.
10. Defendants misrepresented the amount and weight of the products being sold to consumers.
11. On its website Defendants state that "We guarantee our products for taste, tenderness, flavor and freshness for up to one year in the freezer. If you are not satisfied we will replace or exchange your product."
12. Defendants failed to honor this guarantee.
13. When consumers would complain about the quality of the products, Defendants would ignore them and not replace or exchange the product.
14. Defendants would misrepresent the reason that the beef or food product was available.
15. Defendants would state that a consumer's neighbor was a customer to induce the consumer to make a purchase when in fact no neighbor was a customer.

16. Defendants would state that they had leftover beef from another sale and could offer a discount to induce the consumer to make a purchase when this was not true.
17. At the time of the transactions, Defendants failed to inform consumers of their three day right to cancel.
18. Defendants failed provide consumers with a notice of their three day right to cancel.
19. Defendants failed provide consumers with a cancellation form.
20. All facts alleged above have occurred in the last two years prior to this lawsuit.

CONCLUSIONS OF LAW

1. The actions of Defendant are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.*
2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 *et seq.*
3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(2-3), because the Defendants had their principal place of business in Butler County and Butler County is a county in which the Defendants conducted activity that gave rise to the claim for relief.
4. Defendants were "suppliers" as that term is defined in R.C. 1345.01(C), as they were, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and providing services to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).

5. Defendants engaged in “home solicitation sales” as that term is defined in R.C. 1345.21(A), as they were, at all times relevant herein, engaged in personal solicitations at the residence of buyers.
6. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(B)(2) of the CSPA, by representing that the subject of a consumer transaction was of a particular standard, quality, grade, style, prescription, or model, when it was not.
7. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(B)(4) of the CSPA, by representing that the subject of a consumer transaction was available to the consumer for a reason that did not exist.
8. Defendants committed unfair and deceptive acts or practices in violation of R.C. 1345.02(B)(10) of the CSPA, by falsely representing that a consumer transaction involved a warranty.
9. Defendants violated the HSSA, R.C. 1345.23, and CSPA R.C. 1345.02(A), by failing to provide notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.

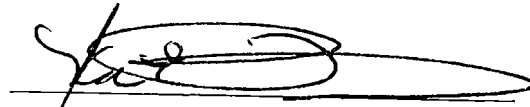
ORDER

It is therefore **ORDERED, ADJUDGED, AND DECREED** that:

1. Plaintiff’s request for a Declaratory Judgment is hereby granted as each act or practice of the Defendants violated the CSPA as described in the Complaint and in this Order.
2. Defendants, and all persons acting on behalf of them, directly or indirectly, through any corporate or private device, partnership or association, are permanently enjoined from further violating the CSPA.

3. Defendants are liable for consumer restitution to all consumers harmed by their violations in the amount of \$6,625. (Addendum A)
4. Defendants are assessed a civil penalty, pursuant to R.C. 1345.07(D), in the amount of \$15,000.
5. Defendants are enjoined from engaging in any consumer transaction as a Supplier in the door-to-door meat sales business in the State of Ohio until they have satisfied all monetary obligations hereunder.
6. Defendants shall pay all court costs associated with this matter.

IT IS SO ORDERED.

A handwritten signature in black ink, appearing to read "J. Powers", is written over a horizontal line.

JUDGE POWERS

Addendum A

Last Name	First Name	City	State	Amount
Christopher	Ed	Sidney	OH	\$198
Crawford	Faries Connie	Middletown	OH	\$325
Judge	Judy	Carlisle	KY	\$3,500
Lasley	Charles	Dayton	OH	\$1,000
Morrison	Michelle	Blanchester	OH	\$169
Newman	Missi	Goshen	OH	\$148
Smith	Michael	South Vienna	OH	\$312
Smith	Cathy	North Liberty	IA	\$275
Urban	Megan	Newport	KY	\$348
Vandegraft	Leslee	Batesville	IN	\$350