

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

RECEIVED
ATTORNEY GENERAL OF OHIO

JUN 21 2018

STATE OF OHIO

)
)
)
)
)
)

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

IN THE MATTER OF:

Docket #: 535556

Amish Traditions Distributing Inc.

and Larry Leppla

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 1st day of February, 2018 by and between Larry Leppla, individually, and Amish Traditions Distributing, Inc. ("Suppliers") and Michael DeWine, Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Suppliers" means Larry Leppla, individually, and Larry Leppla doing business as Amish Traditions Distributing, Inc., and Amish Traditions Distributing, Inc., their officers, principals, directors, partners, agents, servants, representatives, salespersons, employees, successors or assigns and all persons acting in concert or participation with them directly or indirectly, through any corporate device, partnership, association, or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers 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, O.A.C. 109:4-3-09, 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 their business in a manner designed to comply with the provisions of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules.

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) Amish Traditions Distribution, Inc. is incorporated by the State of Ohio and registered with the Secretary of State.
- (5) Larry Leppla is a natural person residing at 13231 State Route 39 Big Prairie, Ohio 44611.
- (6) Larry Leppla is the owner and principal representative of Amish Traditions Distribution, Inc. formerly located at 13233 State Route 39 Big Prairie, Ohio 44611.

- (7) Amish Traditions Distribution, Inc. and Larry Leppla 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).
- (8) At all times relevant to this investigation, Suppliers offered goods such as Amish furnishings for sale via the Internet at www.amishtraditions.com.
- (9) At all times relevant to this investigation, Larry Leppla controlled and directed the business activities and sales conduct of Amish Traditions Distribution, Inc.
- (10) Suppliers closed their business on approximately March 31, 2017.
- (11) Suppliers accepted monetary deposits or full payment from consumers for Amish furnishings 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 refrain from engaging in any acts or practices that violate the CSPA, R.C. 1345.01 et seq., including, but not limited to, acts or practices that violate the Failure to Deliver Rule, O.A.C. 109:4-3-09.

GENERAL PROVISIONS

- (14) 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.
- (15) This Assurance shall be governed by the laws of the State of Ohio.

- (16) 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.
- (17) 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.
- (18) 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.
- (19) 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.

PAYMENT TO THE STATE AND RESTITUTION

- (20) 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 restitution to the 23 consumers identified in **ADDENDUM A**, attached, in the amount of \$24,393.35, 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." Any funds under this provision that are not distributed to consumers within nine months of the Effective Date of this Assurance shall revert to the Attorney General's Consumer Protection Enforcement Fund.

- (22) 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

- (23) 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 they 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.
- (24) 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.

- (25) 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.
- (26) 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.

SIGNATURES

Accepted:

MICHAEL DEWINE
ATTORNEY GENERAL

BY: _____


Tracy Morrison Dickens
Assistant Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
(614) 466-3999
Counsel for the Ohio Attorney General

Accepted:

Larry Leppla, Individually

BY: Larry Leppla

Larry Leppla
13231 State Route 39
Big Prairie, Ohio 44611.


Accepted:

Amish Traditions Distribution, Inc.

BY: Larry Leppla

Larry Leppla
13233 State Route 39
Big Prairie, Ohio 44611.

Accepted:

BY: 

Daniel L. Mathie, Esq.
138 E. Jackson Street
Millersburg, Ohio 44654

Counsel for Larry Leppla and Amish Traditions Distribution, Inc.

ADDENDUM A

CONSUMER RESTITUTION LIST

	Last Name	First Name	Amount
1	Ayearst	Lana	\$ 396.51
2	Blakely	Mark	\$ 709.76
3	Chappelear	Michael	\$ 94.89
4	Charles	James	\$ 998.26
5	Clark	Amy	\$ 1,284.09
6	Ditello	Rocco	\$ 615.76
7	Eplin, Jr.	Berton	\$ 683.18
8	Green	Mary Catherine	\$ 2,596.65
9	Guthrie	William	\$ 2,019.07
10	Hatfield	Peggy & Ron	\$ 203.09
11	Hyde	Celia	\$ 1,489.00
12	Jorgenson	Cheryl	\$ 1,087.41
13	Kalwinsky	Robert	\$ 674.00
14	Moczydlowski	Chris	\$ 804.76
15	Moskowitz	Todd	\$ 162.75
16	Nething	Marilyn	\$ 565.50
17	Oddis	Frank	\$ 841.33
18	Rayburn	Pamela	\$ 3,267.15
19	Rose	Theresa & Jeffrey	\$ 336.98
20	Rosenfeld	Chezky	\$ 1,724.77
21	Stewart	Bruce	\$ 3,259.89
22	Swartzentruber	Sharon	\$ 479.96
23	Weiland	Linda	\$ 98.59
		TOTAL	\$ 24,393.35