

**STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION**

IN THE MATTER OF:)
) Docket #: 516446
Heather Jarrett, individually and)
d/b/a Loving the Classics,)
Classicmovies.org LLC, and)
Jarrett Enterprises, Ltd.)

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (“Assurance”) is entered into this 29 day of August, 2018 by and between Suppliers and Ohio Attorney General Michael DeWine. For the purposes of this Assurance, “Suppliers” shall mean Heather Jarrett, Jarrett Enterprises, Ltd., Classicmovies.org LLC, and Loving the Classics, as well as any other substantially similar businesses that Heather Jarrett has organized for purposes of selling goods via the internet, including any officers, principals, directors, partners, agents, representatives, salespersons, employees, successors or assigns of those businesses, and all persons acting in concert or participation with her, 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 and practices that violate the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, including the Exclusions and Limitations in Advertisements Rule and the Failure to Deliver Rule, Ohio Administrative Code (“O.A.C.) 109:4-3-02 and 109:4-3-09, has conducted an investigation of Suppliers pursuant to the authority granted to the Attorney General in R.C. 1345.06; and

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F)(2), 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 business in a manner that complies with the provisions of the CSPA, R.C. 1345.01 et seq., and its Substantive Rules; 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 **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 the Consumer Protection Section of Suppliers' business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct business in compliance with all applicable Ohio laws including, without limitation, the CSPA and its Substantive Rules.

BACKGROUND AND STATEMENT OF FACTS

- (4) Heather Jarrett ("Jarrett") is a natural person who resides at 113 Mockingbird Ct., Pickerington, Ohio 43147.
- (5) Classicsmovies.org LLC is a limited liability corporation registered with the Ohio Secretary of State.
- (6) Jarrett Enterprises, Ltd. is a limited liability corporation registered with the Ohio Secretary of State.
- (7) Jarrett does business as Jarrett Enterprises, Ltd.

- (8) Jarrett does business as Classicmovies.org LLC.
- (9) Jarrett directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Jarrett Enterprises, Ltd. and Classicmovies.org, LLC, as described in this Assurance.
- (10) Jarrett, Jarrett Enterprises, Ltd., and Classicmovies.org LLC do business over the internet using the fictitious business name Loving the Classics, which is not registered with the Ohio Secretary of State.
- (11) Suppliers have represented to consumers that their physical business location is 1290 Hill Road N., Columbus, Ohio 43174.
- (12) Suppliers have also represented to consumers that their physical business location is 6077 Centerville, Ohio 45459.
- (13) Jarrett, Jarrett Enterprises, Ltd., Classicmovies.org LLC, and Loving the Classics are suppliers 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).
- (14) At all times relevant to this investigation, Suppliers have sold goods, including DVDs of "classic" movies, to consumers via the internet, including via the website www.classicmovies.org.
- (15) Suppliers offer goods for sale via the internet that are not in stock or are otherwise unavailable.
- (16) Suppliers claim to have a policy where even in-stock goods are not shipped for ten to twenty days, but the Suppliers do not disclose this policy on the same page of their

website where the goods are offered for sale or where the consumers click to purchase the goods.

- (17) When suppliers do deliver goods to consumers, Suppliers routinely delayed shipment longer than 20 days.
- (18) Suppliers fail to clearly and conspicuously disclose in writing to consumers their shipping, return, and refund policies prior to accepting payments from consumers for the purchase of goods.
- (19) Suppliers accepted full payment from consumers for DVDs or goods and then failed to deliver those goods within eight weeks.
- (20) After failing to deliver consumers' goods, Suppliers failed to refund consumers' deposits or payments despite consumers' requests for refunds.
- (21) When consumers attempted to contact Suppliers via telephone or electronic mail to check on the status of their orders or their refund requests, Suppliers failed to respond to consumers' inquiries or responded only after lengthy delays.
- (22) Consumers received DVDs and other goods from Suppliers that had been damaged or that were of an inferior quality to what Suppliers had represented to consumers.

COMPLIANCE PROVISIONS

- (23) 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 R.C. 1345.02, that violate the Failure to Deliver Rule, O.A.C. 109:4-3-09, and that violate the Exclusions and Limitations in Advertisements Rule, O.A.C. 109:4-3-02.
- (24) Suppliers shall refrain from making any offer in writing, including statements on their website, without stating clearly and conspicuously in close proximity to the words stating

the offer any material exclusions, reservations, limitations, modifications, or conditions, including any such material information about their shipping, return, or refund policies, in violation of O.A.C. 109:4-3-02(A) and O.A.C. 109:4-3-02(D) of the Exclusions and Limitations in Advertisements Rule.

- (25) Suppliers shall refrain from accepting payments for goods and then failing to deliver those goods or allowing more than eight weeks to elapse without delivering the goods or making a full refund of the payments, in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09.
- (26) Suppliers shall refrain from selling goods to consumers that are of an inferior quality or style than the Suppliers had represented to consumers via their website or other solicitations, in violation of R.C. 1345.02(B)(2) of the CSPA.
- (27) Suppliers shall refrain from providing inadequate customer service, in violation of R.C. 1345.02(A) of the CSPA, and shall properly and timely respond to valid complaints and inquiries brought by their customers.
- (28) Jarrett shall register with the Ohio Secretary of State all fictitious business names, including Loving The Classics, that she uses when engaging in consumer transactions in Ohio.

GENERAL PROVISIONS

- (29) Suppliers understand and agree that this Assurance applies to Suppliers regardless of what business name they use and to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors, and assigns.
- (30) This Assurance shall be governed by the laws of the State of Ohio.

- (31) This Assurance is entered into by the Suppliers of their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and obligations and duties imposed by this Assurance.
- (32) 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 Suppliers' business practices.
- (33) 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.
- (34) 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.
- (35) Going forward, after the Effective Date of this Assurance, Suppliers shall handle consumer complaints filed with the Attorney General's Office concerning Suppliers conduct in the following manner:
 - a. Suppliers shall provide full restitution to all consumers, if any, who have unresolved complaints as of the Effective Date of this Assurance.

- b. For any consumer who files a complaint after the Effective Date of this Assurance regarding Suppliers' failure to deliver goods to the consumer within eight weeks of purchase, Suppliers shall automatically provide a full refund to the consumer. Each complaint shall be forwarded by the Attorney General's Office to Suppliers, and Suppliers shall refund the consumer within seven business days of receipt of the complaint, unless within that seven day period Suppliers can confirm to the Attorney General that the refund has been already issued or that the consumer did not incur the charges.
- c. Suppliers shall negotiate in good faith all other consumer complaints concerning Suppliers' conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers after the entry of this Assurance, including complaints from consumers who allege that the goods they received from Suppliers were of an inferior quality or style to what Suppliers had represented.
- (36) Suppliers shall keep and maintain any and all business records for three years from the Effective Date of this Assurance.
- (37) This Assurance is a public record and shall be maintained in the Attorney General's Public Inspection File.

PAYMENT TO THE STATE AND RESTITUTION

- (38) As part of the consideration for the termination of the Attorney General's investigation of the Suppliers under the CSPA, R.C. 1345.01 et seq., the parties hereby acknowledge that Suppliers have previously made restitution to consumers over the course of this investigation, via payments made to the Attorney General, which were distributed to

consumers, including a recent payment of \$563.52, which represented restitution owed to five consumers who filed complaints with the Attorney General.

- (39) Furthermore, as part of the consideration for the termination of the Attorney General's investigation of Suppliers under the CSPA, Suppliers shall pay \$3,000 to the Attorney General as reimbursement for investigative and administrative costs associated with this matter. This payment shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, to be used by the Attorney General as provided by R.C. 1345.51. Total payment of this 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 or money order, made payable to "The Ohio Attorney General."

PENALTIES FOR FAILURE TO COMPLY

- (40) 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 violations, 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.
- (41) 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. However, evidence of a violation of an Assurance of Voluntary Compliance 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.

- (42) 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.
- (43) 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
Senior 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:


**Heather Jarrett, individually and doing business as Jarrett Enterprises,
Ltd., Classicmovies.org LLC, and Loving the Classics**

BY: 

**Heather Jarrett
113 Mockingbird Ct.
Pickerington, Ohio 43147**

Accepted:

Jarrett Enterprises, Ltd. and Classicmovies.org LLC

BY: 

**Heather Jarrett
113 Mockingbird Ct.
Pickerington, Ohio 43147**

Accepted:

BY:  0062140

**James L. Dye
Law Office of James L. Dye
38 E. Columbus Street
Pickerington, Ohio 43147**

Counsel for Suppliers