

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
MICHAEL DEWINE)	Case No.: 17 CV 002038
)	
Plaintiff,)	JUDGE FRYE
v.)	
)	<u>AGREED CONSENT JUDGMENT</u>
DANIEL PAVLOV, et al.)	<u>AND FINAL ENTRY AND ORDER</u>
)	
Defendants.)	

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General (“Plaintiff”) alleging that the Defendant, Daniel Pavlov individually and dba A Wildlife Wrangler (“Defendant”) violated Ohio’s Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, et seq., its Substantive Rules, 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.23.

Plaintiff and Defendant, by counsel, have agreed to the entry of this Agreed Consent Judgment (“Consent Judgment”) without trial or adjudication of any issue of fact or law and without admission by Defendant of any wrongdoing or admission of any of the violations of the CSPA or any other law as alleged by Plaintiff.

By signing this Consent Judgment, Defendant submits to the personal jurisdiction of this Court, consents to the imposition of this Consent Judgment pursuant to R.C. 1345.07(F), and consents to the rights of Plaintiff to enforce this Consent Judgment.

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ATTORNEY GENERAL OF OHIO

MAY 14 2019

CONSUMER PROTECTION SECTION
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Defendant does not admit to the State's Findings of Fact and denies any admission of liability in the Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. Defendant Daniel Pavlov ("Defendant") is a natural person residing at 13395 Unity Road, New Springfield, Ohio 44443.
2. A Wildlife Wrangler is a business operating at 94 Aztec Lane, Sugar Grove, Ohio 43155.
3. Defendant Pavlov is the owner and operator of A Wildlife Wrangler and controlled and directed the business activities and sales conduct of A Wildlife Wrangler causing, personally participating in, or ratifying the acts and practices of A Wildlife Wrangler, as described herein and in the Complaint.
4. At all times relevant to this action, Defendant has been engaged in the business of effecting "consumer transactions" by soliciting consumers either directly or indirectly for residential animal removal and pest control services for a fee, within the meaning of R.C. 1345.01(A).
5. Defendant solicited and sold goods and services at the residences of buyers.
6. Defendant did not provide consumers with the proper notice of cancellation in their contracts.
7. Defendant accepted monetary deposits from consumers for the purchase of residential animal removal and pest control services and then failed to deliver some or all of those goods and services within eight weeks.
8. Defendant failed to refund some consumers' deposits or payments despite consumers' requests for refunds.

9. After receiving payment, Defendant sometimes began work but failed to complete the work.
10. Defendant's failure to perform services in a proper manner has resulted in harm to consumers.
11. In some instances, Defendant performed partial work, did not timely complete the work, and the work performed was shoddy in nature and required a new contractor to fix the substandard work.
13. Defendant continues to engage in consumer transactions while having unsatisfied judgments and legal obligations arising out of previous consumer transactions.

CONCLUSIONS OF LAW

14. The actions of Defendant have occurred in the State of Ohio and Franklin County and other counties.
15. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
16. The Ohio Attorney General is the proper party to commence these proceedings under the authority provided to him under R.C. 1345.07.
17. Defendant is a "supplier" as defined in R.C. 1345.01(C) since Defendant was, at all times relevant hereto, 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 for personal, family, or household use, within the meaning specified in R.C. 1345.01(A).

19. A supplier who engages in conduct set forth in Paragraphs 6-13 of this Consent Judgment has committed acts which violate the CSPA, R.C. 1345.02, the HSSA, R.C. 1345.23 and O.A.C. 109:4-309(A)(2). Specifically,
- a. A supplier commits unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02, and the Failure to Deliver Rule, O.A.C. 109:4-309(A)(2), by accepting money from consumers for goods and services and permitting eight weeks to elapse without delivering the promised goods or services or making a full refund.
 - b. A supplier commits unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by performing shoddy and substandard work and then failing to correct such work.
 - c. A supplier commits unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by engaging in consumer transactions while having unsatisfied judgments and legal obligations arising out of previous consumer transactions.
 - d. A supplier commits unfair and deceptive acts or practices in violation of the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give a proper notice to consumers of their right to cancel their contract by a specific date.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of law

violate the CSPA, R.C. 1345.01 et seq., in the manner set forth in this Consent Judgment.

- B. Defendant, doing business under this name, or any other name(s), his agents partners, representatives, salespersons, employees, successors and assigns and all persons acting in concert and participation with him, through any corporate device, partnership or association, in connection with any consumer transaction is PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable acts or practices including, but not limited to, violations of the specific statutes and rules alleged to have been violated herein.
- C. Defendant is ORDERED to pay Ten Thousand Dollars (\$10,000.00) to the State Consumer Protection Enforcement Fund. Ten Thousand Dollars (\$10,000.00) is suspended so long as Defendant is compliant with this Order.
- D. It is further ORDERED that in the event Plaintiff must initiate legal action or incur any costs to compel the Defendant to abide by this Consent Judgment, Defendant shall be liable to the Plaintiff should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorney's fees and investigatory costs.
- E. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendant for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of the Consent Judgment, under any authority granted to the Ohio Attorney General. This Consent Judgment only resolves the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.

- F. Defendant is ORDERED to pay all court costs.
- G. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

DATE

JUDGE FRYE

APPROVED AND AGREED TO BY:

**PLAINTIFF
MICHAEL DEWINE
ATTORNEY GENERAL OF OHIO**

/s/ Jennifer L. Mildren

11/7/17

JENNIFER MILDREN (0087564)
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DATE

DEFENDANT

/s/ Ian H. Rodier

11/7/17

IAN H. RODIER (0041889)
Rodier Law Offices
2295 E. Livingston Ave.
Columbus, OH 43209
Phone- 614-224-7754

DATE

/s/ Daniel Pavlov

11/7/17

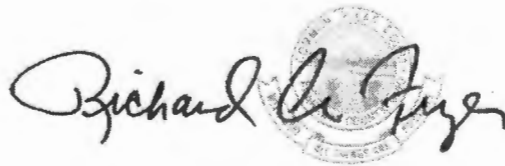
Daniel Pavlov, Individually
and dba A Wildlife Wrangler
13395 Unity Road
New Springfield, OH 44443

DATE

Franklin County Court of Common Pleas

Date: 11-08-2017
Case Title: OHIO STATE -VS- DANIEL PAVLOV
Case Number: 17CV002038
Type: CONSENT JUDGMENT

It Is So Ordered.

The image shows a handwritten signature in black ink that reads "Richard A. Frye". The signature is written over a circular, embossed seal of the Franklin County Court of Common Pleas. The seal features a central emblem and text around the perimeter, though the details are somewhat faded.

/s/ Judge Richard A. Frye