

FILED

IN THE COURT OF COMMON PLEAS
GREENE COUNTY, OHIO

2021 DEC 13 AM 9:46

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

DESIREE GILLIAM PACE, individually
and dba FLOWERS BY DES

Defendant.

CASE NO. 2021 CV 0446

JUDGE BUCKWALTER

AJ WILLIAMS
COMMON PLEAS COURT
GREENE COUNTY, OHIORECEIVED
ATTORNEY GENERAL OF OHIO

DEC 28 2021

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILEOrder and Entry Granting Default Judgment Against Defendant

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment. Plaintiff filed its Complaint against Desiree Gilliam Pace, individually and dba Flowers By Des ("Defendant") on September 22, 2021. Defendant was served via regular mail on October 28, 2021 and has failed to respond within the 28 days allotted under the rules. Defendant is not active duty military, a reservist in active federal service, or a National Guardsman in active service.

Therefore, pursuant to Civ.R. 55(A), the Court hereby GRANTS a default judgment against Defendant. The Court further grants Plaintiff's request to later brief the Court on the issues of consumer damages and civil penalties, and to present evidence of consumer damages via affidavit instead of via live testimony.

FINDINGS OF FACT

1. Defendant Desiree Gilliam Pace is a natural person whose last known personal residence is 1140 Hedges Rd., Xenia Ohio 45385.
2. Defendant engaged in consumer transactions using the name Flowers By Des, a business name not registered with the Ohio Secretary of State.
3. Defendant's principal place of business was located at 99 Lowell Rd., Xenia, Ohio 45385.

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4. Consumers contracted with Defendant to provide floral services for weddings and other events.
5. The floral services that the Defendant provided included, but were not limited to, flowers for weddings, wedding parties and decorations at other event venues.
6. Defendant required that consumers make substantial down payments of 50% or more for the floral services at the time of entering into the contract.
7. Defendant required that the remaining balance due pursuant to the contract be paid in full by the date of the wedding or other event.
8. For some consumers, Defendant confirmed services in advance of the event date and failed to provide the flowers on the day of the consumers' weddings or other events.
9. For some consumers, Defendant contacted the consumers and cancelled the floral services just days before the consumers' weddings or other events.
10. For some consumers, Defendant never contacted the consumers and failed to provide the flowers on the day of the consumers' weddings or other events.
11. Defendant failed to deliver to consumers the goods and services that were contracted and paid for.
12. Consumers requested refunds from Defendant for goods or services not provided and Defendant misrepresented the status of the consumers' refunds.
13. Defendant failed to refund consumers' deposits or payments despite consumers' requests for refunds.

CONCLUSIONS OF LAW

14. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General

by R.C. 1345.07.

15. The actions of Defendant have occurred in Ohio, including in Greene County and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code ("O.A.C.") 109:4-3-01 et seq.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
17. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(3), because Greene County is where Defendant has her principal place of business and where the Defendant conducted activity that gave rise to the claim for relief.
18. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendant has engaged in the business of effecting "consumer transactions" either directly or indirectly by soliciting and selling floral services for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).
19. Defendant engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for flowers and floral services and permitting eight weeks to elapse without delivering the promised goods or services or issuing a full refund.
20. Defendant committed unfair or deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A) by misrepresenting the status of consumers' orders and refunds.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendant, doing business under her own name, or any other names, her agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in

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concert or participating with her, directly or indirectly, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in the acts and practices described in this order and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific provisions described herein.

- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendant, as set forth above, violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq. in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendant is ORDERED to pay damages to all consumers injured by her conduct, as set forth above. The total amount of consumer damages owed will be determined by affidavits, in lieu of live testimony, and Plaintiff shall brief the Court on the issue at a future date.
- D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is ORDERED, pursuant to R.C. 1345.07(D), to pay civil penalties. Plaintiff shall brief the Court at a future date on the amount of civil penalties that Plaintiff is requesting and the basis for the request.
- E. Defendant is liable to Plaintiff for collection costs as permitted by law.
- F. Defendant is ORDERED to pay all court costs.

12/10/21
DATE


JUDGE Buckwiler

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Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Rosemary E. Rupert

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