

JUL 02 2024

**Agreed Consent Judgment**  
**Entry and Order**

1. Defendant Heather J. Jarrett (“Jarrett”) is a natural person who resides at 5229 Fallston Court, Westerville, Ohio 43081.
2. Defendant Jarrett Enterprises, Ltd. is a foreign limited liability corporation registered with the Ohio Secretary of State by Defendant Jarrett.
3. Defendant Classicmovies.org, LLC is an Ohio limited liability corporation registered with

the Ohio Secretary of State by Defendant Jarrett. A certificate of dissolution was filed with the Ohio Secretary of State on May 9, 2024.

4. "Loving the Classics" was a fictitious business name registered with the Ohio Secretary of State by Defendant Jarrett Enterprises, Ltd.
5. Defendant Jarrett does business as Jarrett Enterprises, Ltd.
6. Defendant Jarrett does business as Classicmovies.org, LLC.
7. Defendant Jarrett is the owner of Defendants Jarrett Enterprises, Ltd., and Classicmovies.org, LLC.
8. At all times relevant to this action, Defendants did business using the fictitious business name Loving the Classics ("LTC").
9. Defendants' website represents that the following address is the business's address: P.O. Box 561 New Albany, Ohio 43054.
10. Defendant Jarrett, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendants Jarrett Enterprises, Ltd. and Classicmovies.org, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described in the Complaint and in this Consent Judgment.
11. At all times relevant to this action, Defendants have been engaged in the business of soliciting, offering for sale, and selling goods, including DVDs of classic television shows and films, to consumers.
12. Defendants sell goods to consumers via their website lovingtheclassics.com.
13. On August 29, 2018, Defendants settled an investigation by the Attorney General's Office, with an Assurance of Voluntary Compliance (the "2018 Assurance"). Defendant Jarrett

signed the 2018 Assurance individually and in her capacity as an agent/owner of Jarrett Enterprises, Ltd., Classicmovies.org., LLC, and LTC.

14. As part of the 2018 Assurance, Defendants made various promises regarding their future behavior including, but not limited to, promising that they would do the following:

- a. 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, and that violate the Exclusions and Limitations in Advertisements Rule, O.A.C. 109:4-3-02.
- b. 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.
- c. 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.
- d. Refrain from selling goods to consumers that are of an inferior quality or style than they had represented to consumers via their website or other solicitations, in violation of R.C. 1345.02(B)(2) of the CSPA.
- e. 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.

f. For any consumer who files a complaint with the Attorney General after the effective date of the Assurance regarding Defendants' failure to deliver goods to the consumer within eight weeks of purchase, Defendants promised to automatically provide a full refund to the consumer within seven days of receipt of the complaint, unless within that seven day period Defendants could confirm that the refund has been already issued or that the consumer did not incur the charges.

15. Since entering into the 2018 Assurance, Defendants have continued their business via the website [lovingtheclassics.com](http://lovingtheclassics.com).
16. Defendants continue to engage in some of the practices they agreed to refrain from in the 2018 Assurance.
17. Defendants accept full payments from consumers for DVDs or other goods and have at times failed to deliver those goods within eight weeks.
18. On such occasions, after failing to deliver consumers' goods in a timely fashion, Defendants have failed to refund consumers' payments despite those consumers' requests for refunds.
19. Defendants have a practice of not immediately shipping goods to consumers and failing to communicate the delay to those consumers.
20. Defendants' website failed to clearly and conspicuously disclose to consumers their shipping, return, and refund policies prior to accepting payments from consumers for the purchase of goods.
21. Defendants have failed to properly and timely respond to complaints and inquiries from

their customers.

22. On occasion, when consumers attempted to contact Defendants to check on the status of their orders or their refund requests, Defendants failed to respond to consumers' inquiries or responded only after lengthy delays and persistent inquiries.
23. Consumers have received DVDs and other goods from Defendants that the consumers claimed are damaged or are otherwise of an inferior quality than Defendants' representations.
24. For some consumers who complained to the Attorney General regarding Defendants' failure to deliver goods, Defendants failed to provide refunds within seven days of receipt of the complaint.
25. Defendants have violated the terms of the August 29, 2018 Assurance with the Attorney General's office.

#### **CONCLUSIONS OF LAW**

26. The State of Ohio, through Attorney General Dave Yost, brought this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07.
27. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (C)(3), because Franklin County is where Defendant Jarrett resides and where the Defendants conducted some of the activity that gave rise to the claim for relief.
28. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
29. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because Defendants have engaged in the business of effecting "consumer transactions" by soliciting

and selling goods to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A).

30. Defendants engaged in unfair and deceptive acts and practices in violation of the CPSA, R.C. 1345.02(A), and the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), by accepting money from consumers for goods or services, failing to make full delivery of the promised goods or services within eight weeks, and failing to provide full refunds.
31. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(B)(2), by selling goods to consumers that are of an inferior quality or style than the Defendants had represented to consumers.
32. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing insufficient or inadequate customer service by failing to properly and timely respond to valid complaints and inquiries brought by their customers.
33. Defendants engaged in unfair and deceptive acts and practices in violation of the Exclusions and Limitations in Advertisements Rule, O.A.C. 109:4-3-02(A) and the CSPA, R.C. 1345.02(A), by making an offer in writing, including 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.
34. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by violating the terms of an Assurance of Voluntary Compliance they entered into with the Attorney General on August 29, 2018.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

- A. The Court hereby DECLARES, pursuant to R.C. 1345.07(A)(1), that the acts and practices

described in Plaintiff's Complaint and in this Consent Judgment violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., in the manner set forth in the Complaint and in this Consent Judgment.

- B. Pursuant to R.C. 1345.07(A)(2), the Court hereby PERMANENTLY ENJOINS Defendants Heather J. Jarrett, Jarrett Enterprises, Ltd., and Classicmovies.org, LLC, doing business under their own names, the name Loving the Classics, or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, from committing the unfair and deceptive acts and practices described in this Consent Judgment and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, violating the specific provisions described herein.
- C. Within 30 days of the entry of this Consent Judgment, Defendants shall bring their business practices into compliance with the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., including, but not limited to, remedying the violations described herein, remedying customer service issues, and making disclosures in a clear and conspicuous manner.
- D. Pursuant to R.C. 1345.07(D), Defendants are ORDERED, jointly and severally, to pay the Attorney General a civil penalty in the amount of \$6,000.00. Of that amount, \$3,000.00 shall be suspended, so long as Defendants comply in full with all provisions of this Consent Judgment. Payment of the unsuspended \$3,000.00 shall be made in accordance with Paragraph F.
- E. Defendants have already resolved certain complaints filed by consumers about Defendants' practices. In addition, Defendants agree to pay a total of \$947.91 in restitution to 10

specified consumers identified by the Attorney General, all of whom filed complaints with the Attorney General's Office or the Better Business Bureau prior to the Entry Date of this Consent Judgment and are identified in Exhibit A. Payment shall be made in accordance with Paragraph F.

- F. The unsuspended \$3,000 civil penalty payment due under Paragraph D and the \$947.91 consumer restitution payment due under Paragraph E, which total \$3,947.91, shall be due within thirty days of the Court's entry of this Consent Judgment and shall be submitted to the Attorney General in the form of a certified check or money order, made payable to the "Ohio Attorney General's Office," and directed to:

Ohio Attorney General's Office  
Consumer Protection Section  
Attn: Financial Specialist  
30 E. Broad Street, 14th Floor  
Columbus, Ohio 43215

- G. Defendants shall provide refunds to consumers who file valid complaints with the Attorney General's Office within sixty calendar days following the Entry Date of this Consent Order, regarding violations committed by Defendants that occurred prior to the Entry of this Consent Judgment, pursuant to the following terms:

- a. Within thirty calendar days following the sixty-day period prescribed above, the Attorney General's Office shall provide Defendants copies of these consumer complaints, along with a list of the restitution owed to each consumer.
- b. Within thirty calendar days of the Attorney General's Office providing Defendants the list, the parties shall agree upon and sign the list containing the amounts owed to each consumer.
- c. Defendants shall pay each of the consumers on the list signed in subpart (b) within



fourteen calendar days of the date that the list referenced in subpart (b) is finalized.

Proof of payment shall be provided to the Attorney General's Office at the time of payment.

- H. IT IS FURTHER ORDERED that Defendants shall resolve in good faith all future complaints filed by consumers with the Attorney General's Office about any conduct of Defendants that occurs after the filing of this Consent Judgment. The Attorney General's Office shall forward any such complaints to Defendants for resolution in accordance with the Attorney General's complaint resolution procedures.
- I. IT IS FURTHER ORDERED that if Defendants are not in full compliance with or fail to make any payment due in accordance with the Consent Judgment, all remaining payments, including the balance of the full civil penalty amount of \$6,000, shall immediately become due and payable.
- J. IT IS FURTHER ORDERED that the acceptance of any payment by Plaintiff after the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the acceleration provision in Paragraph I shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- K. In the event the Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants shall be liable to the State, should the State prevail, for all related enforcement costs including, but not limited to, reasonable attorneys' fees and investigatory costs, and interest and collection costs as permitted by statute.
- L. Defendants shall not represent directly or indirectly or in any way whatsoever that the

Court or the Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants' business operations.

M. Defendants shall pay all court costs.

N. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE JEFFREY M. BROWN

APPROVED:

**PLAINTIFF**

**DAVE YOST**

**Ohio Attorney General**

*s/ Tracy Morrison Dickens*

Tracy Morrison Dickens (0082898)  
Senior Assistant Attorney General  
Consumer Protection Section  
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Columbus, Ohio 43215  
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*Counsel for Plaintiff*

**DEFENDANTS**

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

*s/ Heather J. Jarrett, per written authorization, by Tracy Morrison Dickens*

Heather J. Jarrett  
5229 Fallston Court  
Westerville, Ohio 43081  
ragtimeacres@earthlink.net  
ragtimeacres@gmail.com

**Defendants Jarrett Enterprises Ltd. and Classicmovies.org LLC**

*s/ Heather J. Jarrett, per written authorization, by Tracy Morrison Dickens*

Heather J. Jarrett – Owner

*s/ James L. Dye, per written authorization, by Tracy Morrison Dickens*

James L. Dye (0062140)  
Law Office of James L. Dye  
38 E. Columbus Street  
Pickerington, Ohio 43147  
Phone: (740) 927-9059  
*Counsel for Defendants*

**EXHIBIT A**

**Consumer Restitution Owed**

|          |               |          |
|----------|---------------|----------|
| Barbara  | Becker        | \$150.00 |
| Cara     | Caddoo        | \$17.65  |
| Mike     | Femyer        | \$21.14  |
| Ronald   | Gast          | \$16.59  |
| Kavita   | Gupta         | \$146.99 |
| Patricia | Hughes        | \$42.16  |
| Greg     | Phillips      | \$332.26 |
| Annette  | Pritchard     | \$32.09  |
| Kevin T  | Ross          | \$153.55 |
| Rebecca  | Smith         | \$35.48  |
|          |               |          |
|          | <b>Total:</b> | \$947.91 |