

2. Defendant Worldwide did business using the name Custom Reptile Habitats.
3. At all times relevant herein, Defendant Barclay controlled and directed the business activities and sales conduct of Defendant Worldwide, causing, personally participating in, or ratifying the acts and practices of Defendant Worldwide, including the conduct giving rise to the violations described herein.
4. Defendant Worldwide's acts and practices, described herein, could not have occurred without the personal participation and direction of Defendant Barclay.
5. Defendant Barclay solicited, offered for sale, and sold reptile-related goods, including reptile habitats, enclosures, and related accessories, to consumers nationwide from the website www.customreptilehabitats.com.
6. When consumers placed an order on www.customreptilehabitats.com, consumers paid hundreds of dollars upfront for their selected products.
7. After accepting money from consumers for goods, Defendant Barclay failed to deliver the goods that consumers had purchased.
8. Consumers who did not receive their purchased goods attempted to cancel their orders and requested refunds of their upfront payments from Defendant Barclay.
9. Defendant Barclay failed to refund consumers' payments despite consumers' requests for refunds.
10. In some instances, Defendant Barclay promised to provide refunds for items the consumers did not receive but failed to provide the promised refunds.
11. Defendant Barclay's business selling reptile-related goods is no longer in operation.

CONCLUSIONS OF LAW

12. The Attorney General is the proper party to commence these proceedings under the

authority vested in him by R.C. 1345.07 and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.

13. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3), in that Defendant Barclay resides in and conducted some of the activity that gave rise to Plaintiff's claims for relief in Montgomery County, Ohio.
15. The actions described herein of Defendant Barclay have occurred in the State of Ohio, including in Montgomery County, and, as set forth herein, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
16. Defendant Barclay is a "supplier" as he was, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by soliciting and selling goods or services to individual "consumers" for purposes that were primarily personal, family, or household within the meanings specified in R.C. 1345.01(A), (C), and (D).
17. Defendant Barclay engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for goods or services and then failing to timely deliver the promised goods or services without making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.

ORDER

- A. The Court hereby DECLARES that the acts and practices described above violate the

CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01, et seq., in the manner set forth in the Complaint and as set forth in this Consent Judgment.

- B. Defendant Barclay, doing business under his own name, the name Custom Reptile Habitats, the name Maximum Reptiles, or any other names, his agents, representatives, salespersons, employees, successors, and assigns and all persons and entities acting in concert and participation with him, directly or indirectly, are hereby PERMANENTLY ENJOINED from engaging in the acts or practices described in this Consent Judgment and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq.
- C. Pursuant to R.C. 1345.07, Defendant Barclay is liable for, and ORDERED to pay, consumer damages in the amount of \$32,482.10 to the Consumer Protection Section of the Ohio Attorney General’s Office to be deposited into the Consumer Protection Section’s holding account for distribution by the Attorney General to the below-identified consumers:

Last Name	First Name	City	State	Amount
Brown	Jeffrey	Yuma	AZ	\$648.96
Bruns	Gavin	Reynolds	ND	\$1,151.01
Campbell	Dan	Rossford	OH	\$749.88
Carrasquillo	Liza	Huntersville	NC	\$1,371.00
Christiansen	Heather	Palmetto	FL	\$550.00
Couch	Jessica	Nicholasville	KY	\$500.00
Curtis	Ryan	Show Low	AZ	\$1,858.57
DeCora	William	Louisburg	NC	\$1,030.44
Ezell	Megan	Meridianville	AL	\$2,557.20
Griffith	David	Berkeley	CA	\$1,321.54
Hardman	Jeanette	Springville	CA	\$270.61
Hill	Nick	Richlands	NC	\$965.35
Hirsbrunner	Kristen	Oshkosh	WI	\$555.86
Hsiao	Patrick	West Covina	CA	\$249.95

Kirsh	Jeff	Brooklyn	NY	\$398.75
LaPoint	Victoria	Corvallis	OR	\$1,793.90
McCort	John	Bozeman	MT	\$549.17
Perdomo	Alex	Parkville	MD	\$666.66
Pierce Outlaw	Shannon	Denver	CO	\$1,359.85
Pippen	Erica	Creedmoor	NC	\$812.42
Poulsen	Kesti	Bluffdale	UT	\$285.29
Reitzel	Matthew	Genoa	OH	\$542.15
Sigriz	Eliot	Louisville	KY	\$386.95
Sisk	Emily	Wexford	PA	\$661.60
Su	Kristie	Alpharetta	GA	\$1,273.66
Vanhoose, Jr.	Robert	Shelbyville	TN	\$656.65
Verhoeven	Pieter Alex	Morgantown	WV	\$2,000.00
Vigorito	Gianna	Niles	OH	\$1,354.35
Vonder	Sam	Jacksonville	NC	\$3,801.13
Webster	Marjah	Rancho Cucamonga	CA	\$1,780.07
Weisner	James	Finksburg	MD	\$379.13
				\$32,482.10

Any amount paid toward this restitution by Defendant Worldwide under any future orders issued by this Court against Defendant Worldwide in this case shall offset against the amounts owed by Defendant Barclay. Any amount paid toward this restitution by Defendant Barclay under this Judgment shall offset against the amount owed by Defendant Worldwide under any future orders issued by this Court against Defendant Worldwide in this case. Failure of Defendant Worldwide to pay any restitution owed by Defendant Worldwide in any future orders issued by the Court in this case shall not be deemed failure to comply with this Consent Judgment by Defendant Barclay.

- D. Pursuant to R.C. 1345.07(A) and (D), Defendant Barclay is liable for, and ORDERED to pay, a civil penalty to the Ohio Attorney General's Office in the total amount of \$25,000.00, with \$16,500.00 suspended on the condition that Defendant Barclay remains in compliance with all provisions of this Consent Judgment, including the payment schedule in Paragraph

E below. Failure to comply with this Consent Judgment, including the payment schedule in Paragraph E below, shall make the full civil penalty immediately due and payable to the Attorney General's Office without further petition to the Court. Payment of the unsuspended \$8,500.00 shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to go to the Montgomery County Treasurer, per R.C. 1345.07(G). Any amount paid toward this civil penalty by Defendant Worldwide under any future orders issued by this Court against Defendant Worldwide in this case shall offset against the amounts owed by Defendant Barclay. Any amount paid toward this civil penalty by Defendant Barclay under this Judgment shall offset against the amount owed by Defendant Worldwide under any future orders issued by this Court against Defendant Worldwide in this case. Failure by Defendant Worldwide to pay any civil penalty owed by Defendant Worldwide in any future orders issued by the Court in this case shall not be deemed failure to comply with this Consent Judgment by Defendant Barclay.

E. The total amount due pursuant to Paragraphs C and D is \$40,982.10. This amount shall be paid by Defendant Barclay pursuant to the following payment plan:

- 8 monthly payments of \$250.00, starting on May 1, 2026 and continuing through December 1, 2026;
- 18 monthly payments of \$500.00, starting on January 1, 2027 and continuing through June 1, 2028;
- 39 monthly payments of \$750.00, starting on July 1, 2028 and continuing through September 1, 2031;
- a final payment of \$732.10 due on or before October 1, 2031.

Nothing in this payment plan prevents Defendant Barclay from paying an amount greater than set forth in the above payment plan at any time.

- F. Payments ordered pursuant to Paragraph E shall be made to the Attorney General's Office via certified check, money order, or bank-issued check sent directly from Defendant Barclay's bank. Payments shall be made payable to the "Ohio Attorney General's Office" and delivered to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

A mailed payment shall be deemed timely if postmarked on or before the due date. If Plaintiff does not receive a payment by the due date, Plaintiff shall provide Defendant Barclay with written, emailed notice of the missed payment and Defendant Barclay shall have 7 calendar days from the date of such notice to make his payment and bring his account current.

- G. It is further ORDERED that if Defendant Barclay is not in full compliance with the Consent Judgment or fails to make any payment due in accordance with the payment schedule set forth in Paragraph E and the terms of Paragraph F, all remaining payments, including the balance of the full civil penalty amount of \$25,000.00, shall become immediately due and payable to the Ohio Attorney General's Office without further petition to the Court.

- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to 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 G, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

- I. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collections Enforcement Section for collection. Should this occur, the Collections Enforcement Section will assess additional collection costs and interest on the unpaid balance pursuant to Ohio law.
- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendant Barclay shall be liable to the Ohio Attorney General, should the Ohio Attorney General prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- K. Defendant Barclay shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved of any part or aspects of his business operations.
- L. Defendant Barclay is ORDERED to pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

JUDGE MELNICK

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

DAVE YOST
Attorney General

/s/ Emily G. Dietz
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Defendant



General Division
Montgomery County Common Pleas Court
41 N. Perry Street, Dayton, Ohio 45422

Case Number:
2026 CV 02258

Case Title:
STATE OF OHIO EX REL ATTORNEY GENERAL YOST vs
WORLDWIDE BRANDS DIRECT LLC

Type: Consent Judgment Entry

So Ordered,

A handwritten signature in black ink, appearing to read "K. G. Melnick". The signature is written in a cursive, flowing style.