

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

STATE OF OHIO ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
30 E. Broad Street, 14th Floor )  
Columbus, Ohio 43215 )

CASE NO.:

JUDGE:

Plaintiff,

v. )

**Complaint and Request for  
Declaratory Judgment,  
Injunctive Relief, Consumer Damages,  
and Civil Penalties**

HEATHER J. JARRETT, individually and )  
d/b/a LOVING THE CLASSICS LLC, )  
d/b/a CLASSICMOVIES.ORG LLC, and )  
d/b/a JARRETT ENTERPRISES, Ltd. )  
5229 Fallston Court )  
Westerville, Ohio 43081 )

CLASSICMOVIES.ORG, LLC )  
5229 Fallston Court )  
Westerville, Ohio 43081 )

And )

JARRETT ENTERPRISES, Ltd. )  
5229 Fallston Court )  
Westerville, Ohio 43081 )

Defendants. )

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings 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.
2. The actions described below of Defendants Heather J. Jarrett, Classicmovies.org LLC, and Jarrett Enterprises, Ltd. (“Defendants”), have occurred in the State of Ohio, including in

Franklin County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., and its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq.

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (C)(3), in that Franklin County is where Defendant Jarrett resides and where the Defendants conducted some of the activity that gave rise to the claim for relief.

#### **DEFENDANTS**

5. Defendant Heather J. Jarrett (“Jarrett”) is a natural person who resides at 5229 Fallston Court, Westerville, Ohio 43081.
6. Defendant Jarrett Enterprises, Ltd. is a foreign limited liability corporation registered with the Ohio Secretary of State by Defendant Jarrett.
7. 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.
8. “Loving the Classics” is a fictitious business name registered with the Ohio Secretary of State by Defendant Jarrett Enterprises, Ltd.
9. Defendant Jarrett does business as Jarrett Enterprises, Ltd.
10. Defendant Jarrett does business as Classicmovies.org, LLC.
11. Defendant Jarrett is the owner of Defendants Jarrett Enterprises, Ltd., and Classicmovies.org, LLC.

12. At all times relevant to this action, Defendants did business using the fictitious business name Loving the Classics (“LTC”).
13. Defendants’ website represents that the following address is the business’s address: P.O. Box 561, New Albany, Ohio 43054.
14. 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 this Complaint.
15. 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).

**STATEMENT OF FACTS**

16. 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.
17. Defendants sell goods to consumers via their website lovingtheclassics.com.
18. 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. A true and accurate copy of the 2018 Assurance is attached as Exhibit A and incorporated by reference.

19. 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.
20. Since entering into the 2018 Assurance, Defendants have continued their business via the website [lovingtheclassics.com](http://lovingtheclassics.com).
  21. Defendants continue to engage in some of the practices they agreed to refrain from in the 2018 Assurance.
  22. Defendants accept full payments from consumers for DVDs or other goods and fail to deliver those goods within eight weeks.
  23. After failing to deliver consumers' goods, Defendants fail to refund consumers' payments despite consumers' requests for refunds.
  24. Defendants have a practice of not immediately shipping goods to consumers.
  25. Defendants fail to clearly and conspicuously disclose to consumers their shipping, return, and refund policies prior to accepting payments from consumers for the purchase of goods.
  26. Defendants provide insufficient or inadequate customer service.
  27. Defendants fail to properly and timely respond to complaints and inquiries from their customers.

28. When consumers attempt to contact Defendants to check on the status of their orders or their refund requests, Defendants fail to respond to consumers' inquiries or respond only after lengthy delays and persistent inquiries.
29. Consumers receive DVDs and other goods from Defendants that are damaged or are otherwise of an inferior quality than Defendants representations.
30. 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.
31. Defendants have violated the terms of the August 29, 2018 Assurance with the Attorney General's office.

**CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I  
Failure to Deliver**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-One (1-31) of this Complaint.
33. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, 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.

**Count II  
Selling Goods of Inferior Quality**

34. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-Three (1-33) of this Complaint.

35. Defendants engaged in unfair or deceptive acts or 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.
36. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count III**  
**Insufficient or Inadequate Customer Service**

37. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-Six (1-36) of this Complaint.
38. Defendants engaged in unfair and deceptive acts or 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.
39. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count IV**  
**Failure to clearly and conspicuously disclose  
exclusions and limitations in advertisements**

40. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Thirty-Nine (1-39) of this Complaint.
41. Defendants engaged in unfair or deceptive acts or 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.

**Count V**  
**Violation of the Terms of an Assurance of Voluntary Compliance**

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in Paragraphs One through Forty-One (1-41) of this Complaint.
43. Defendants engaged in unfair or 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.
44. Pursuant to R.C. 1345.06(F)(2), evidence of a violation of an Assurance of Voluntary Compliance is prima-facie evidence of an act or practice in violation of the Consumer Sales Practices Act.
45. Such acts and practices have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendants committed said violation after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining 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 engaging in the acts or practices of which Plaintiff complains 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 alleged to have been violated herein.
- B. DECLARE, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates 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 this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. ASSESS, FINE, AND, IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- G. GRANT any other relief that the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST  
Ohio Attorney General

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