



**PAVAN PARIKH
HAMILTON COUNTY CLERK OF COURTS**

COMMON PLEAS DIVISION

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PAVAN PARIKH
Clerk of Courts
Hamilton County, Ohio
CONFIRMATION 1871573**

**STATE OF OHIO EX REL
ATTORNEY GENERAL
WILSON**

A 2604492

**vs.
THE J PETERMAN COMPANY
LLC**

**FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY
DEMAND**

PAGES FILED: 7

STATE OF OHIO ex rel.
ATTORNEY GENERAL
D. ANDREW WILSON
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

V.

JP OUTFITTERS INC.
5345 Creek Road
Blue Ash, Ohio 45242

[illegible]

**COMPLAINT AND REQUEST
FOR DECLARATORY JUDGMENT,
INJUNCTIVE RELIEF, CIVIL
PENALTIES, CONSUMER DAMAGES,
AND OTHER APPROPRIATE RELIEF**

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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)(2) and (C)(3), in that Hamilton County is where Defendants' principal place of business was located and where Defendants conducted some of the activity that gave rise to Plaintiff's claims for relief.

DEFENDANTS

5. Defendant The J. Peterman Company LLC is a Delaware limited liability company registered with the Ohio Secretary of State as a foreign corporation. Its principal place of business is located at 5345 Creek Road, Blue Ash, Ohio 45241.
6. Defendant JP Outfitters Inc. is, upon information and belief, a Delaware corporation with a principal place of business located at 5345 Creek Road, Blue Ash, Ohio 45241.
7. Defendants did business using their own names as well as various trade and brand names, including J. Peterman and Territory Ahead.
8. Defendants are "suppliers" as Defendants were, 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).

STATEMENT OF FACTS

9. Defendants solicited, offered for sale, and sold goods, including specialty apparel and other related specialty retail items, to consumers nationwide via their websites and via their direct-to-consumer catalogs.
10. Defendants operated the websites territoryahead.com and jpeterman.com.

11. Defendants accepted payments from consumers for goods and failed to deliver the goods within eight weeks.
12. Consumers who did not receive their purchased goods attempted to cancel their orders and requested refunds from Defendants, but Defendants failed to provide the requested refunds.
13. Some consumers received the items they ordered from Defendants but chose to return the items and seek a refund, in accordance with the Defendants' refund policy.
14. After consumers shipped the returned items back to Defendants and requested a refund, Defendants failed to refund consumers' payments.
15. In some instances, the consumers shipped their returned items back to Defendants using return mailing labels provided by Defendants and were notified that Defendants had received the returned items, yet Defendants still failed to provide refunds to those consumers.
16. Defendants engaged in a pattern of denying consumers' valid refund requests and failing to provide refunds to consumers who were owed refunds, including consumers who returned the items they purchased.
17. Consumers seeking updates regarding the status of their orders or who requested refunds from Defendants tried contacting Defendants but had difficulty reaching anyone to help them.
18. Consumers inquiring about the status of their orders made numerous phone calls to Defendants' customer service line, and Defendants failed to answer the phones.
19. Consumers inquiring about the status of their orders sent emails to Defendants and received perfunctory responses that did not adequately address their inquiries.

20. Some consumers who sought refunds were able to communicate with Defendants' customer service personnel, who promised consumers would receive refunds, but Defendants never provided refunds to those consumers.
21. Defendants engaged in a pattern of providing insufficient and inadequate customer service to consumers.
22. The Defendants' websites currently show a screen that says "This store is not currently taking orders."
23. Upon information and belief, Defendants' retail business is no longer in operation.
24. Consumers suffered monetary damages as a result of Defendants' failure to deliver their purchased goods or to provide refunds.

CAUSE OF ACTION: VIOLATIONS OF THE CSPA

COUNT I – Failure to Deliver Promised Goods

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
26. 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, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for goods and then failing to timely deliver the promised goods 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.
27. 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, Ohio Adm.Code 109:4-3-09, by accepting

payments from consumers for goods, failing to deliver those goods, and then failing to provide refunds to the consumers.

28. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II – Insufficient and Inadequate Customer Service

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
30. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in insufficient and inadequate customer service.
31. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III – Failure to Provide Requested Refunds

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the previous paragraphs of this Complaint.
33. Defendants engaged in unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by denying valid refund requests or failing to provide refunds to consumers who were owed refunds, including consumers who returned items they had purchased.
34. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were made 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, doing business under their own names, the names J. Peterman and Territory Ahead, or any other names, their agents, representatives, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, from engaging in the acts and practices of which Plaintiff complains 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.
- 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, Ohio Adm.Code 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 damages to all consumers injured by the conduct of Defendants.
- 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. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with a consumer transaction.
- F. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs.

H. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

D. ANDREW WILSON
Ohio Attorney General

/s/ Tracy Morrison Dickens
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