



Defendants deny the allegations contained in the complaint as asserted by Plaintiff, and the Parties agree and stipulate that neither this Agreed Order nor the payment of any money by Defendants constitutes an admission by Defendants of any violation of any law. This Consent Judgment is not evidence of any prior violation of R.C. Chapter 1345 by Defendants. Pursuant to R.C. 1345.10, this Consent Judgment is not admissible as *prima facie* evidence of the facts on which it is based for any subsequent proceedings brought by any party under R.C. 1345.09.

**BACKGROUND AND STATEMENT OF FACTS**

1. Defendant NSA is a limited liability company, with a primary place of business located in Summit County, Ohio and is involved in the business of contracting for the purchase of goods and services, including but not limited to, “work at home” programs, self-employment guides, job placement, and other employment opportunities for consumers in Summit County and throughout the State of Ohio. NSA was formed pursuant to Ohio law and is registered with the Ohio Secretary of State with a principal place of business located at 4000 Embassy Parkway, Akron, Ohio.
2. Defendant HJP has filed with the Ohio Secretary of State as a Registered Trade Name and has a principal place of business at 3867 West Market Street, Suite 256, in the City of Akron, Summit County, Ohio. HJP is a subsidiary and affiliate of NSA. HJP is involved in the business of selling “work at home” programs and has issued written advertisements to consumers in Summit County, Ohio and throughout the United States.
3. Defendants Jenney, Bierman and Fisher are individuals and principals in NSA and its affiliates, subsidiaries and associated businesses and were, at all relevant times, each individually responsible for the operation and management of NSA and its affiliates,

subsidiaries and associated businesses and each had the ability to direct and affect all corporate decisions.

4. The actions of all Defendants, described herein, occurred in the State of Ohio, Summit County and other counties.
5. Defendants solicited consumers for the purchase of goods and services, including but not limited to, “work at home” programs, self-employment guides, job placement, and other employment opportunities in Summit County and other counties in the State of Ohio.
6. Commencing in 2009 and ending in April 2010, consumers paid Defendants for the purchase and use of “work at home” programs, self-employment guides, job placement, and other employment opportunities and/or materials. Defendants have failed to deliver products and/or services and have refused to refund the amount paid to them when requested by the consumers.
7. Defendants solicited business by placing advertisements to consumers with the intent of selling to consumers various products and/or services, including but not limited to “work at home” programs, self-employment guides, job placements and/or other employment opportunities and materials.
8. The advertisements issued by Defendants contained testimonials that promised “immediate placement in a paying position,” when such placements were not available and, statements that Defendants have “helped over 16,493 people find legitimate work-at-home jobs” knowing said statement was untrue.
9. Consumers who purchased products from Defendants for goods and/or services received a printed flyer that deterred consumers from asserting their rights and that contained the following language:

ATTENTION:

The following is an important message from your merchant!

\* \* \*

If you dispute any charges with your bank, you will be reported to the Internet consumer blacklist **www.BadCustomer.com** which will result in member merchants blocking you from making future purchases online!

**CONCLUSIONS OF LAW**

10. The Court has jurisdiction over the subject matter, issues and parties to this Consent Judgment and Agreed Entry and venue is proper.
11. Defendants are “suppliers” as defined in R.C. 1345.01(C) since Defendants were at all times relevant hereto engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and/or selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).
12. A supplier commits unfair and deceptive acts or practices in violation of R.C.1345.02(A) and Ohio Adm. Code 109:4-3-09, by accepting money from consumers for goods and services and permitting more than eight weeks to elapse without making shipment or delivery of the goods and/or services ordered, making a full refund or furnishing similar goods or services of equal or greater value as a good faith substitute if the consumer agrees.
13. A supplier commits unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(B)(1) by representing to consumers that their products and/or services have performance characteristics and or benefits that they do not have,

including but not limited to false statements of guaranteed employment upon purchase of goods and/or services.

14. A supplier commits unfair and deceptive acts and practices in violation of R.C. 1345.02, O.A.C. 109:4-3-03(B)(2), and O.A.C. 109:4-3-02(A) by making deceptive statements, testimonials and offers in printed advertisements to mislead consumers in the purchase of goods and/or services including “work at home” programs, job placement, self-employment guides and other employment opportunities and/or materials, including printing false “testimonials”; promising “immediate placement in a paying position” and overstating the number of individuals they have helped find “legitimate work at home jobs” in printed advertisements.
15. A supplier commits unconscionable acts and practices in violation of R.C. 1345.03 by making unconscionable statements in printed materials for the purpose of deterring consumers from asserting basic rights held by all consumers in the State of Ohio by issuing a printed flyer that contains deceptive, misleading and/or unconscionable statements.

**ORDER**

For the purposes of affecting this CONSENT JUDGMENT AND AGREED ENTRY AND ORDER, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Defendants agree and consent, under the names listed herein and/or under any other name or doing business under any other names, their officers, partners, agents, servants, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive and

unconscionable act or practice that violates the Consumer Sales Practices Act, R.C.1345.01 et seq.

2. Pursuant to this Agreement, Defendants shall cease all sales solicitations for “work at home” programs, job placements services and self-employment opportunities in the State of Ohio until such time that Defendants can demonstrate to the Ohio Attorney General's Office that they, or any business entity operated by them, is in compliance with all aspects of Ohio law.
3. Defendants agree that there is consumer restitution due in the amount of Thirty-Five Thousand, Nine Hundred and Fifty Dollars and Twelve Cents. (\$35,950.12). The specific consumers and amounts owed are detailed in the attached spread sheet, which is attached hereto as Exhibit A. Defendants agree that the total amount of consumer restitution shall be paid upon the filing of this Consent Judgment and Agreed Final Entry and Order. All payments shall be made by certified check or money order and shall be made payable to: “Ohio Attorney General” and will be submitted to:

Patty Anderson  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

4. Pursuant to R.C. 1345.07(D), Defendants, jointly and severally, agree to pay a Civil Penalty in the amount of Fifty Thousand Dollars (\$50,000.00). Payment of Thirty Thousand Dollars (\$30,000.00) of said amount is suspended upon timely payment of the balance thereof and compliance with all other provisions of this Consent Judgment and Agreed Entry. Payment shall be due upon the filing of this Consent Judgment and Agreed Entry. If Defendants fail to comply with the Consent Judgment and Agreed Entry, the remainder of the Fifty Thousand

Dollars (\$50,000.00) in Civil Penalties shall be immediately due and payable upon demand.

Payment shall be made to the "Ohio Attorney General's Office," and mailed to:

Patricia Anderson  
Administrative Secretary  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

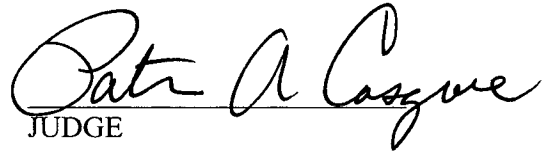
5. Defendants, jointly and severally, agree to pay the sum of Five Thousand Dollars (\$5,000.00), to be deposited into the Consumer Protection Enforcement Fund as and for the costs affiliated with the investigation and prosecution of this matter. The payment is due upon the filing of this Consent Judgment and Agreed Entry and shall be made in the manner outlined above.
6. Defendants shall negotiate in good faith, through the office of the Attorney General, any consumer complaints filed with the Ohio Attorney General's Office concerning Defendants' conduct occurring following the filing date of this Consent Judgment, which are brought by consumers that are discovered after entering into this Consent Judgment.
7. The parties acknowledge that the executed version of this document will be filed with the Summit County Court of Common Pleas. The Court shall have continuing jurisdiction over the terms and obligations contained in this document and the Attorney General may file appropriate pleadings with the Court to enforce any aspect of this Consent Judgment and Agreed Final Entry and to address any breach of any term contained herein.
8. Defendants shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
9. If the Attorney General believes that Defendants are in default of any provision of the

Agreed Entry, the Attorney General shall notify Defendants in writing prior to the institution of any action to enforce this Consent Judgment and Agreed Entry. Plaintiff shall notify counsel of record for all Defendants

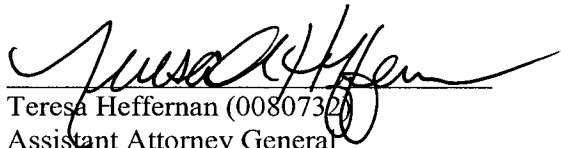
10. It is further ORDERED that this Consent Judgment shall not be deemed to preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Agreed Order or which may transpire after the filing of the Order, under any legal authority granted to the Ohio Attorney General.
11. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants, or any single Defendant, to abide by this Agreed Order, Defendants shall be liable to the Ohio Attorney General should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorney fees and investigative costs.
12. Defendants shall pay all court costs.
13. It is further ORDERED that the Attorney General shall terminate the current investigation of Defendants' business practices related to the allegations in the Attorney General's Complaint in this matter which occurred prior to the date of filing of the Consent Judgment and Agreed Entry, including consumer complaints on file with the Consumer Protection Section. This Consent Judgment and Agreed Entry shall constitute a release of any and all monetary claims for attorney fees, costs and expenses of any kind which the Consumer Protection Section of the Ohio Attorney General has raised or could have raised against Defendants, their employees, servants and agents acting within their scope of employment related to the consumers identified herein, unless the Attorney General takes action to enforce this Consent Judgment and Agreed Entry.

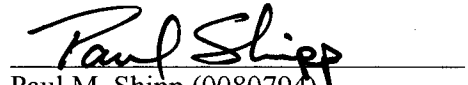



DATE 4-21-11

  
JUDGE

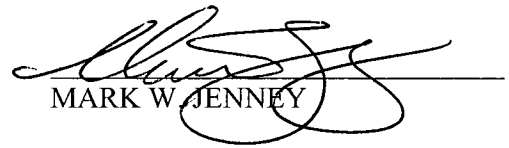
Submitted by:

  
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NSA TECHNOLOGIES, LLC

  
Vincent Fisher on behalf of  
HOME JOB PLACEMENT

  
MARK W. JENNEY

  
VICTOR J. BIERMAN, III

  
VINCENT E. FISHER

<b>Exhibit A - Refund Amounts</b>			
	<b>Last</b>	<b>First</b>	<b>Amount</b>
635905	Aldinger	Fred	\$719.41
653303	Algeo	Andrea	\$211.95
619732	Arlinghaus	Gretchen	\$14.00
663296	Armstrong	Rose	\$506.00
656214	Ashby	Harry	\$197.00
590832	Barnes	Jonathan	\$2,065.55
598697	Beck	Tonya	\$14.95
603443	Carrington	Tara	\$39.95
656233	Cluff	Neal	\$211.95
698449	Cofran	Joseph	\$14,130.00
466583	Conley	Michael	\$35.01
656215	Cronk	Benita Rae	\$2,953.00
611331	Davis	Bruce	\$14.95
663293	Dickerson	Jennifer	\$211.95
594610	Dinane	John	\$17.00
656218	Doherty	Joyce	\$583.05
669651	Greenbank	Katrina	\$276.90
669442	Hawkins	Steve	\$322.40
659881	Hawkins	Andre	\$199.95
619711	Hickey	Amy	\$15.00
611330	Huntington	Steaight	\$18.90
579846	Jackson	Alan	\$14.95
656551	Johnson	Robert	\$211.11
656292	Kaufer	Cindy	\$221.45
656438	Laughlin	Scott	\$114.95
600410	Lowery	William	\$14.95
653371	Meyer	Penny	\$211.95
677111	Mogensen	Ellen	\$34.00
685550	Stare	Nancy	\$11,430.00
659882	Still	Janice	\$211.95
594612	Swindell	Kelli	\$2.00
656317	Thomas	Kendra	\$211.99
666275	Willie	Shivaria	\$300.00
652151	Zaruca	Bonita	\$211.95
		<b>TOTALS</b>	<b>\$35,950.12</b>