County Council of Cuyahoga County, Ohio

Ordinance No. O2026-0007

Sponsored by: **County Executive Ronayne/Department of Consumer Affairs** Co-sponsored by: **Councilmembers Conwell, Miller & Turner**	**An Ordinance** repealing existing Chapter 1301 of Title 13 (Commercial Regulation) of the Cuyahoga County Code and re-enacting Chapter 1301 (Consumer Protection) to prohibit unfair, deceptive, and unconscionable consumer sales acts and practices and to establish complaint, investigation, enforcement, and penalty procedures.

WHEREAS, Article X, Section 3 of the Ohio Constitution and the Cuyahoga County Charter vest in the County the powers of local self-government and authorize the County to establish local regulatory programs and administrative enforcement mechanisms for the protection of the residents of Cuyahoga County; and

WHEREAS, the residents of Cuyahoga County are entitled to protection from unfair, deceptive, and unconscionable consumer sales acts and practices, and the County has a legitimate local interest in supplementing the consumer protections afforded by Chapter 1345 of the Ohio Revised Code and other applicable law; and

WHEREAS, the existing Chapter 1301 of the Cuyahoga County Code requires comprehensive revision to provide clear definitions, an enumeration of prohibited practices, orderly complaint and investigation procedures, proportional administrative remedies and penalties, and administrative appellate review by the Administrative Appeals Board established under Section 205.11 of this Code; and

WHEREAS, the scope and extent of the necessary revisions are such that the repeal of the existing Chapter 1301 in its entirety and its re-enactment in the form set forth herein will provide a clearer and more coherent framework than a series of piecemeal amendments; and

WHEREAS, the County intends that this Chapter supplement, and not conflict with, the general laws of the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. Chapter 1301 (Consumer Protection) of Title 13 (Commercial Regulation) of the Cuyahoga County Code is hereby repealed in its entirety and re-enacted to read as follows:

Chapter 1301: Consumer Protection

Section 1301.001: Legislative Findings and Purpose

A. The County Council finds that the residents of Cuyahoga County are harmed by unfair, deceptive, and unconscionable consumer sales practices, and that local enforcement of consumer protection standards supplements and supports the protections afforded by Chapter 1345 of the Ohio Revised Code and other applicable state laws.

B. Charter Authority. The County Council enacts this Chapter pursuant to the authority vested in Cuyahoga County as a charter county under Article X, Section 3 of the Ohio Constitution and the Cuyahoga County Charter, including the authority to establish local regulatory programs and administrative enforcement mechanisms for the protection of county residents. The consumer protection program established by this Chapter constitutes an exercise of the County's authority over local self-government and the administration of county regulatory affairs and is not solely an exercise of general police power. The administrative penalties, corrective orders, and enforcement mechanisms established by this Chapter are incident to and necessary for the effective administration of the County's independently enacted local regulatory program, including but not limited to general consumer protection (Chapter 1301), weights and measures (Chapter 1302), and such other Chapters added under Title 13.

C. Purpose. It is the purpose of this Chapter to establish and administer a local consumer protection program for Cuyahoga County residents that supplements, and is consistent with, the consumer protection policies established by applicable state and federal law. The standards of conduct established by this Chapter are independently enacted local standards adopted to address documented harms to Cuyahoga County consumers. The enforcement mechanisms established by this Chapter—including administrative proceedings, corrective compliance orders, and civil penalties—are local regulatory mechanisms designed to provide accessible and efficient resolution of consumer complaints at the County level. Nothing in this Chapter or the County Code shall be construed as competing with, preempting, or supplanting the enforcement authority of the Ohio Attorney General under ORC 1345.06 and 1345.07.

D. The County Council further finds that local enforcement serves the public interest by:

1. Providing accessible local forums for the resolution of consumer complaints;

2. Enabling prompt investigation and remediation of unfair and deceptive practices within the County;

3. Complementing state-level enforcement through collaboration with the Ohio Attorney General; and

4. Supplementing locally the consumer protection standards established by ORC 1345.02, 1345.03, and related provisions.

E. This Chapter shall be liberally construed to accomplish its remedial purposes and to promote collaboration with state consumer protection enforcement.

Section 1301.01: Definitions

As used in Chapter 1301:

A. "Administrative Appeals Board" or "Board" means the body established by Section 205.11.

B. "Administrative Enforcement Action" means any enforcement proceeding initiated by the Consumer Affairs Department.

C. "Advertised Price" means the price of an item as stated in any circular, sign, advertisement, internet posting, or any other representation made available to consumers at or before the point of sale.

D. "Appliances" means any device or instrument operated by electricity, gas or otherwise, and designed for personal, family or household purposes.

E. "Assurance of Voluntary Compliance" means a written agreement resolving or otherwise disposing of issues, raised by a Complaint, which is entered into by the parties and the Director.

F. "Charging Document" means written notice of alleged violations, factual basis, potential penalties, and respondent's rights.

G. "Civil Citation" means a written notice issued by the Director for violations of this Chapter or any Chapters added under Title 13, imposing a civil fine not exceeding five hundred dollars ($500), which may be contested through the administrative enforcement process.

H. "Complaint" means any written or verbal statement that alleges a violation of this Chapter, or any other Chapter added under Title 13 or the Ohio Revised Code, including sections 1345.02 and 1345.03, the Ohio Administrative Code, and other applicable consumer protection laws as amended.

I. "Consumer" means a person who engages in a consumer transaction with a supplier.

J. "Consumer Goods" means goods purchased, leased, or rented primarily for personal, family, or household purposes, including courses of instruction or training regardless of the purpose for which they are taken.

K. [Reserved.]

L. "Corrective Compliance" means monetary or non-monetary relief provided to consumers to remedy actual harm caused by a violation, including refunds, completion of services, repair or replacement of goods, or other appropriate relief.

M. "Consumer Transaction" means a sale, lease, assignment, award by chance, or other transfer of an item of goods, a service, a franchise, or an intangible, to an individual for purposes that are primarily personal, family, or household, or solicitation to supply any of these things. Consumer Transaction does not include transactions between persons defined in ORC 4905.03 and 5725.01, and their customers, except for transactions involving a loan made pursuant to ORC 1321.35 through 1321.48 and transactions in connection with residential mortgages between loan officers, mortgage brokers, or nonbank mortgage lenders and their customers; transactions involving a home construction service contract as defined in ORC 4722.01; transactions between certified public accountants or public accountants and their clients; transactions between attorneys, physicians, or dentists and their clients or patients; and transactions between veterinarians and their patients that pertain to medical treatment but not ancillary services.

N. "Days" means business days, excluding Saturdays, Sundays, days observed as holidays by the County, and days on which the County offices are closed, unless otherwise specified.

O. "Department" means the Cuyahoga County Department of Consumer Affairs.

P. “Director” means the Director of the Cuyahoga County Department of Consumer Affairs, or the Director’s designee. During any vacancy in the office of Director, or when the Director is absent or otherwise unable to act, the powers and duties of the Director under this Title may be exercised by an Acting Director designated under the Charter or by operation of law.

Q. "Emergency Order" means an order issued by the Director without prior notice pursuant to Section 1301.05(C), directing a Supplier to immediately cease specified conduct, based on an immediate threat of substantial harm to consumers. Time periods governing Emergency Orders are measured in calendar days, excluding holidays and days the County is closed, unless a specific provision of Section 1301.05(C) prescribes otherwise (in which case the specific provision governs).

R. "Final Order" means a written order issued by the Director. A Final Order is appealable to the Administrative Appeals Board.

S. "Home Improvement" means the remodeling, altering, renovating, repairing, restoring, modernizing, moving, demolishing, or making of additions to any land or building, or that portion thereof, which is used or designed to be used as a residence or dwelling place, and includes but is not limited to work done on driveways, swimming pools, porches, garages, basements, landscaping, fences, fallout shelters, roofing, siding, insulation, flooring, patios, and painting.

T. "Home Solicitation Sale" means a sale of consumer goods or services in which the seller or a person acting for the seller engages in a personal solicitation of the sale at a residence of the buyer, including solicitations in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is there given to the seller or a person acting for the seller, or in which the buyer's agreement or offer to purchase is made at a place other than the seller's place of business. It does not include the exclusions listed in ORC 1345.21(A)(1)-(7).

U. "Home Improvement Contract" means any agreement, whether oral or written, between a home improvement contractor and an owner for the performance of home improvement, including all labor, services, and materials to be furnished and performed thereunder.

V. "Home Improvement Contractor" means any person who undertakes, offers to undertake, or agrees to perform any home improvement for compensation, and includes any person who advertises, solicits, or canvasses for home improvement work.

W. "Knowledge" means actual awareness, but such actual awareness may be inferred where objective manifestations indicate that the individual involved acted with such awareness.

X. "Lien" means a charge or encumbrance upon property for the payment of a debt or the discharge of an obligation.

Y. "Mediation" means informal negotiations between the Supplier and the Director or the Director’s designee, in which the Consumer may, but need not, participate.

Z. "Motor Vehicle" means any passenger car, noncommercial motor vehicle, or the self-propelled portion of any recreational vehicle, as defined in ORC 4501.01, that is sold or leased in this state. "Motor vehicle" does not include any mobile home, manufactured home, or recreational vehicle other than the self-propelled portion thereof.

AA. "Nonconformity" means a defect or condition that substantially impairs the use, value, or safety of a motor vehicle to the consumer and that is covered by an express warranty applicable to the motor vehicle.

BB. [Reserved.]

CC. "Respondent" means any Supplier against whom an enforcement action is initiated under this Chapter.

DD. "Scanner" means any electronic device that reads product codes and retrieves price information from a database for consumer transactions.

EE. "Services" means and includes, but is not limited to, work, labor, consumer transactions, privileges, and all other accommodations which are primarily for personal, family, or household purposes.

FF. "Supplier" means a seller, lessor, assignor, franchisor, business, or other person engaged in the business of effecting or soliciting consumer transactions, whether or not the person deals directly with the consumer. If the consumer transaction is in connection with a residential mortgage, "supplier" does not include assignee or purchaser of the loan for value, except as otherwise provided in ORC 1345.091. For purposes of this section, in a consumer transaction in connection with a residential mortgage, "seller" means a loan officer, mortgage broker, or nonbank mortgage lender.

GG. "Unconscionable consumer sales acts or practices" means practices in connection with a consumer transaction which unfairly take advantage of the lack of knowledge, ability, experience, or capacity, of a consumer, or result in a gross disparity between the value received by a consumer and the price paid to the consumer's detriment. Unconscionable consumer sales acts or practices include, but are not limited to, those practices defined by this Chapter, Chapter 1302 of this Code, the Ohio Revised Code, Chapter 1345 of the Ohio Revised Code including section 1345.03, the Ohio Administrative Code, and other applicable consumer protection laws, as amended.

HH. "Unfair or Deceptive Practices" means any unfair or deceptive consumer trade practice in the sale or any false, falsely disparaging, or misleading oral or written statement, visual description or other misrepresentation of any kind made in the conduct of any consumer transaction; the collection of consumer debts; the offering of sale, lease, rental or loan of consumer goods or services; the offering for sale of products by weight, count or measure. Unfair or deceptive practices include, but are not limited to, those practices defined by this Chapter, Chapter 1302 of this Code, the Ohio Revised Code, Chapter 1345 of the Ohio Revised Code including section 1345.02, the Ohio Administrative Code, and other applicable consumer protection laws, as amended.

II. "Vulnerable Consumer" means (1) a person with a "Disability" as defined by ORC 4112.01; or (2) a person whose ability to protect his or her own interests in the consumer transaction is materially impaired by age, language proficiency, cognitive limitation, or other identifiable circumstance, where the Supplier knew or reasonably should have known of the impairment.

JJ. [Reserved.]

KK. "Willful" means knowing or with reckless disregard of law. A violation is willful where the respondent acted with actual awareness that the conduct was unlawful, or with conscious indifference to whether the conduct was unlawful.

LL. “Days the County is closed” means days on which County administrative offices are closed to the public during normal business hours by official order or directive, including weather-related, emergency, or public-health closures and other days designated as County closures by the County Executive or by operation of Ohio law. The term does not include Saturdays or Sundays.

MM. In computing any period of time prescribed by this Title for the performance of an act, the day of the act or event from which the period begins to run shall not be included, and the last day of the period shall be included. Where the last day of a period measured in calendar days falls on a Saturday, a Sunday, a day observed as a holiday by the County, or a day on which County offices are closed, the period shall run until the end of the next day that is none of those days. This rule governs deadlines for action by a party, a Respondent, a Supplier, the Director, the Department, or the Board; it does not extend the duration or automatic expiration of any order.

Section 1301.02: Unfair and Deceptive Practices Prohibited

No supplier shall engage in any unfair or deceptive practice as defined in Section 1301.01(HH), including but not limited to, using in any manner the name, logo, and/or seal of any governmental entity, or purport to the consumer that it has the authority of any governmental entity, including Cuyahoga County, without authorization. Such an unfair or deceptive practice violates this Chapter whether it occurs before, during, or after the transaction.

Without limiting the scope of an unfair or deceptive practice, the following acts, practices, and omissions of a supplier are deceptive:

A. Representing that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have;

B. Representing that the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription, or model, if it is not;

C. Representing that the subject of a consumer transaction is new, or unused, if it is not;

D. Representing that the subject of a consumer transaction is available to the consumer for a reason that does not exist;

E. Representing that the subject of a consumer transaction has been supplied in accordance with a previous representation, if it has not, except that the act of a supplier in furnishing similar merchandise of equal or greater value as a good faith substitute as determined by Chapter 1345 of the Ohio Revised Code does not violate this section;

F. Representing that the subject of a consumer transaction will be supplied in greater quantity than the supplier intends;

G. Representing that replacement or repair is needed, if it is not;

H. Representing that a specific price advantage exists, if it does not;

I. Representing that the supplier has a sponsorship, approval, or affiliation that the supplier does not have;

J. Representing that a consumer transaction involves or does not involve a warranty, a disclaimer of warranties or other rights, remedies, or obligations if the representation is false;

K. Representing that goods or services are "free" when the cost is passed through by inflated prices on related goods or services, or when conditions apply that are not clearly and conspicuously disclosed;

L. Failing to provide disclosures required by federal law, including but not limited to Regulation Z (Truth in Lending), the FTC Cooling-Off Rule (16 C.F.R. Part 429), or the FTC Used Car Rule (16 C.F.R. Part 455);

M. Creating a false sense of urgency through fabricated deadlines, countdown timers not tied to genuine offers, or false claims of limited availability;

N. Employing user interface designs that manipulate consumers into making unintended purchases, subscriptions, or disclosures, including but not limited to pre-checked boxes for optional purchases, rendering cancellations or opt-out more difficult than enrollment, including failing to provide a mechanism to cancel as simple as the one used to consent, hiding material terms in fine print while emphasizing promotional terms, and disguising advertisements as content of official communications.

Whoever violates any provisions of this Section may be subject to the remedies provided in Section 1301.07. Each violation shall constitute a separate offense.

At least annually, the Director shall review the practices enumerated in this Section in light of complaint data received under Section 1301.04, emerging patterns of unfair or deceptive conduct, and developments in state and federal consumer protection law, and may recommend to the County Executive and County Council any amendments to this Section that the Director determines are appropriate to address newly emerging unfair or deceptive practices. The enumeration in this Section is illustrative; conduct constituting an unfair or deceptive practice under Section 1301.01(HH) violates this Chapter whether or not specifically described in this Section.

Section 1301.021: Prohibition on Unauthorized Use

A. Prohibited Conduct. No Supplier shall, in connection with any commercial activity, consumer transaction, advertisement, or solicitation:

1. Use the name "Cuyahoga County," or any variation likely to cause confusion, in a manner that falsely implies government sponsorship, approval, endorsement, or affiliation;

2. Display the official seal, logo, insignia, or any facsimile thereof, of Cuyahoga County without written authorization from the County Executive or designee;

3. Represent or imply that goods, services, or communications are official County publications or communications when they are not;

4. Use official County letterhead, forms, or document formats without authorization.

B. Exceptions. This section does not prohibit

1. Accurate, non-misleading use of the County name for geographic reference (e.g., "Serving Cuyahoga County");

2. News reporting, commentary, or educational purposes;

3. Use authorized in writing by the County Executive or designee.

C. Single Offense. Conduct prohibited by this Section that also constitutes an unfair or deceptive practice under Section 1301.02 shall be treated as a single offense, and a Supplier shall not be subject to cumulative or duplicative civil penalties under both Sections for the same act or course of conduct.

Section 1301.03: Unconscionable Consumer Sales Acts or Practices Prohibited

No supplier shall engage in any unconscionable consumer sales act or practice as defined in Section 1301.01(GG). Such an unconscionable sales act or practice violates this Chapter whether it occurs before, during, or after the transaction.

In determining whether an act or practice is unconscionable, the following circumstances shall be taken into consideration:

A. Whether the supplier has knowingly taken advantage of the inability of the consumer reasonably to protect the consumer's interests because of the consumer's physical or mental infirmities, illiteracy, lack of knowledge, or inability to understand the language of an agreement, including where the consumer is a Vulnerable Consumer as defined in Section 1301.01(II);

B. Whether the supplier knew, at the time the consumer transaction was entered into, that the price was substantially in excess of the price at which similar property or services were readily obtainable in similar consumer transactions by similar consumers;

C. Whether the supplier knew, at the time the consumer transaction was entered into, of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction;

D. Whether the supplier knew, at the time the consumer transaction was entered into, that there was no reasonable probability of payment of the obligation in full by the consumer;

E. Whether the supplier required the consumer to enter into a consumer transaction on terms the supplier knew were substantially one-sided in favor of the supplier;

F. Whether the supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to the consumer's detriment;

G. Whether the supplier has, without justification, refused to make a refund in the manner in which the item was purchased, unless the supplier had conspicuously posted in the establishment at the time of the sale a sign stating the supplier's refund policy.

Whoever violates any provisions of this Section may be subject to the remedies provided in Section 1301.07. Each violation shall be a separate offense.

Section 1301.04: Filing Consumer Complaints

A. Right to File. Any consumer who believes they have been subjected to unfair or deceptive practices or unconscionable consumer sales acts or practices may file a complaint in writing with the Cuyahoga County Department of Consumer Affairs. Where a consumer is unable to file in writing because of a disability or other circumstance that makes a written filing impractical, the Department may accept the complaint by another means and shall reduce it to writing.

B. Limitations Period. No action may be brought by the County under this Chapter to recover for a transaction more than two (2) years after the occurrence of a violation, or one (1) year after the consumer discovers or reasonably should have discovered the violation, whichever is later, but in no event more than four (4) years after the occurrence.

C. Effective Date. Investigations open as of the Effective Date may proceed under either prior procedures or the procedures established by this Ordinance, at the Director's election; provided that new investigative authorities (including Civil Investigative Demands and Emergency Orders) may be used only with respect to conduct continuing on or after the Effective Date.

D. Ninety-Day Grace. Where the consumer first complains to the Department within the four-year period but with less than ninety (90) calendar days remaining, the County may commence enforcement within ninety (90) calendar days from the date of the complaint notwithstanding the four-year cap.

E. Effect on Other Actions. Filing a complaint pursuant to this Chapter does not toll the statute of limitations in any other action before another entity or court.

F. Tolling on Appeal. The pendency of enforcement action under this Chapter, including any appeal to the Administrative Appeals Board, shall toll limitations for County civil enforcement until thirty (30) calendar days after the later of (i) expiration of the appeal period or (ii) issuance of a Final Appeals Order. This subsection extends the time within which the County may commence civil enforcement; it does not require the County to wait, and does not delay the effectiveness or enforcement of any order.

G. Contents. The complaint should state enough details of the incident to allow the Department to investigate the circumstances surrounding the incident, including the name, address, or contact information of the Supplier alleged to have committed the violation, a description of the problem or conduct complained of, and any other information the Department deems necessary.

Section 1301.045: Investigative Transactions

The Director, through Department personnel designated by the Director, whether or not certified as Inspectors under Section 1302.01(H), may conduct test purchases, inspections of publicly-offered goods or services, and similar transactions in the ordinary course of investigations under this Title, without prior notice to the Supplier and without compulsory process. Evidence obtained through such transactions is admissible in proceedings under this Title. Nothing in this section authorizes entry onto non-public premises without consent or other lawful authority.

Section 1301.05: Enforcement Procedures

A. In enforcing this Chapter, the Director, or any designee duly authorized by the Director, may take any of the following actions:

1. Investigate a violation or a complaint at the Director's discretion, with the opportunity to advise both the Supplier and/or Consumer on the proper course of action;

2. Attempt dispute resolution, including mediation and entrance into Assurances of Voluntary Compliance (AVC) with any supplier under investigation or against whom a Charging Document has been issued;

3. Refer matters to the County Prosecutor, Ohio Attorney General, FTC, CFPB, or other agencies;

4. Issue a Charging Document and pursue administrative enforcement, or enforce violations through civil court actions;

5. Issue a Civil Citation as provided in Section 1301.06;

6. Issue an Emergency Order under subsection (C);

7. Issue a Cease and Desist Order under subsection (H);

8. Close, or decline to pursue, a complaint or investigation without action.

B. Pre-Enforcement Notice. Except for Emergency Orders under subsection (C), before issuing any Final Order imposing liability, the Director shall serve a Charging Document including:

1. Statement of alleged violations and statutory provisions;

2. Summary of factual basis;

3. Applicable penalty range and the basis for the proposed penalty;

4. Notice that the respondent has twenty (20) business days to respond;

5. Notice that failure to respond constitutes waiver;

6. Notice of appeal rights.

Service under this Chapter shall be made by any of the following means: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) ordinary first-class United States mail, evidenced by a certificate or other record of mailing retained by the Department; (iv) commercial carrier service with delivery tracking; or (v) electronic mail to an electronic mail address that the Supplier has designated for service, uses or has used to communicate with consumers or with the Department, or holds out to the public in connection with the Supplier’s business.

Service is complete upon personal delivery, upon mailing or deposit with the carrier, or upon electronic transmission, as applicable, except that service by ordinary mail or electronic mail is not effective if the mailing or transmission is returned or rejected as undeliverable. Where the Department learns that service was not accomplished by the method first used, the Department shall promptly attempt service by another method authorized by this subsection. The Department shall retain evidence of mailing or transmission and any delivery confirmation in the record. Service by any means reasonably calculated, under the circumstances, to provide actual notice satisfies this subsection. Unless otherwise specifically provided, any order, citation, notice, or other document required to be served under this Chapter or Chapter 1302 may be served in the manner provided by this subsection.

C. Emergency Orders.

1. The Director may issue an Emergency Order without prior notice only upon written determination, based on specific and articulable facts, that:

a. The alleged violation poses an immediate threat of substantial harm to consumers;

b. The harm is imminent and likely to occur absent immediate action;

c. The order is limited to preventing the immediate harm.

2. The Emergency Order shall state the factual and legal basis (including a summary of the evidence underlying the Director's determination), the specific conduct prohibited and notice of expedited review rights.

3. Expedited Review:

a. The respondent may request expedited review by filing with the Administrative Appeals Board within forty-eight (48) hours of service (weekends, holidays, and days the County is closed excluded);

b. The Board shall conduct a review within forty-eight (48) hours of the request (weekends, holidays, and days the County is closed excluded);

c. If the Board cannot convene a quorum of three (3) members within forty-eight (48) hours of the request (weekends, holidays, and days the County is closed excluded), the review shall be conducted by the Board, with no fewer than three (3) members participating, as soon thereafter as practicable; no individual member may conduct the review. The Emergency Order shall remain in effect pending the review; provided that if the review has not been conducted within five (5) business days of the request, the Emergency Order shall dissolve automatically, without prejudice to the issuance of a new Emergency Order upon changed circumstances or to any other enforcement action under this Chapter, and in no event shall the Order remain in effect beyond the automatic expiration provided in paragraph (4) of this subsection, including any extension or continuation permitted thereunder. Members may participate in a review under this paragraph by telephonic or video means to the extent permitted by Ohio law, and a member so participating shall be counted toward the quorum required by Section 205.11(C)(6). Nothing in this subsection precludes the Director from issuing a Charging Document and pursuing regular proceedings.

d. At the expedited review, the Director bears the burden of proving justification for the Emergency Order by a preponderance of the evidence;

e. The Board shall issue a decision within twenty-four (24) hours of the review, or by the close of the next business day if twenty-four (24) hours would otherwise fall on a weekend, holiday, or day the County is closed.

4. An Emergency Order shall expire automatically after twenty-one (21) calendar days, excluding holidays and days the County is closed, unless:

a. Extended by order of the Board upon motion by the Department showing continued necessity; a motion filed before the expiration of the Order tolls the expiration until the Board rules on the motion;

b. Superseded by a Final Order; or

c. The Director, within the 21-day period, has both (i) issued a Charging Document under Section 1301.05(B) and (ii) elected to proceed under an expedited departmental track, in which case the Emergency Order shall remain in effect through issuance of a Final Order under Section 1301.08(C), provided that the Director's Final Order issues within sixty (60) calendar days, excluding holidays and days the County is closed, of the Charging Document. For purposes of this subsection, the "expedited departmental track" means the procedure of Section 1301.08 with the Director's Final Order issued within sixty (60) calendar days, excluding holidays and days the County is closed, of the Charging Document rather than the forty-five (45) business days specified in Section 1301.08(C); all other timelines and protections of Section 1301.08 apply. The sixty (60) calendar day period under this paragraph, and the effectiveness of the Emergency Order, shall each be extended day-for-day by any extension of the respondent’s response period under Section 1301.08 and by any written good-cause extension under Section 1301.08(C), so that no extension permitted by this Code shall itself cause the Emergency Order to expire before issuance of the Final Order.

5. Relationship to Departmental Review. Expedited review of an Emergency Order under this subsection is limited to determining whether the Emergency Order should remain in effect. It does not constitute the full review process to which the respondent is entitled under Section 1301.08. Following expedited review, if a Charging Document has not previously been issued in the matter, the

Director shall promptly issue one. The matter shall thereafter proceed under the procedures of Section 1301.08.

D. Assurances of Voluntary Compliance.

1. Authority. The Director may negotiate and enter into Assurances of Voluntary Compliance (AVC) with any supplier under investigation or against whom a Charging Document has been issued.

2. Contents. An AVC may include any or all of the following terms:

a. Agreement to cease the conduct alleged to violate this Title;

b. Agreement to implement specific business practice reforms;

c. Agreement to provide Corrective Compliance relief to affected consumers;

d. Payment of civil penalties, which may be reduced from otherwise applicable amounts in consideration of Corrective Compliance provided;

e. Payment of reasonable investigative costs incurred by the Department;

f. Agreement to periodic compliance monitoring or reporting;

g. Stipulated penalties for breach of the AVC.

3. Effect. An AVC is a binding contract enforceable in Common Pleas Court. Entry into an AVC does not constitute an admission of liability and shall not be admissible in any subsequent civil proceeding except to enforce the AVC or to establish its violation. Entry is voluntary and shall not be coerced by threat of escalated charges or penalties. The County may reopen a matter resolved by an AVC upon evidence of fraud or material nondisclosure in its procurement, or where reopening is necessary to protect the public interest. In any action to enforce an AVC, evidence of its violation shall be prima facie evidence of a violation of this Chapter. An AVC may be entered as a consent judgment with the approval of the Director of Law or the Director of Law's designee. Nothing in this subsection limits the powers of the Ohio Attorney General under ORC 1345.06 or other applicable law.

4. Violation of an AVC shall be treated as a violation of this Chapter and shall be subject to all the penalties provided therefor.

E. Civil Investigative Demands.

1. The Director, with the approval of the Director of Law or the Director of Law's designee (or, if that office is vacant, the official then authorized to exercise the functions of the Director of Law), may issue administrative subpoenas, denominated as Civil Investigative Demands (CIDs), pursuant to the authority vested in the County by Article X, Section 3 of the Ohio Constitution, the Cuyahoga County Charter, and the adjudicatory authority established by Section 205.11 of this Code, for production of relevant documents in connection with pending enforcement actions under this Chapter or matters within the jurisdiction of the Administrative Appeals Board, including investigations to determine whether conduct or a person falls within the County's regulatory authority under this Title.

2. Prerequisite for Issuance. No CID shall issue unless:

a. The Director has documented, in a written memorandum approved by the Director of Law or the Director of Law's designee, specific and articulable facts establishing reasonable grounds to suspect that a violation of any Chapter under Title 13 has occurred or is occurring, and that the materials sought are relevant and material to the investigation of such violation, whether or not a Charging Document is ever issued; or

b. A Charging Document has been issued against the Respondent and the CID seeks evidence related to the charged violations.

3. CIDs shall specify with particularity the materials sought and allow not less than fifteen (15) business days for compliance. A CID shall not be issued in the absence of any specific and articulable factual basis to believe that information within its scope is reasonably relevant to the investigation.

4. Compliance with a CID is at the sole expense of the recipient. The issuance of, or compliance with, a CID shall not impose any costs on the County.

5. Motion to Quash or Modify:

a. Within ten (10) business days of service, a person may file a motion to quash or modify with the Administrative Appeals Board, stating grounds (unreasonable scope, oppression, privilege, lack of relevance, or improper purpose);

b. Notwithstanding the grounds available under subsection (a), a motion to quash asserting that a CID infringes rights of speech, association, or petition (however labeled in the motion) shall be denied unless the moving party shows, by objective and articulable facts and not by broad allegations or subjective fears, both (i) a causal link between the compelled disclosure and prospective harm to protected expressive or associational activity, and (ii) specific adverse consequences likely to flow from the disclosure. Materials concerning lobbying, trade-association activity, or other public advocacy are not categorically beyond the scope of a CID where they bear on the conduct under investigation or the respondent's knowledge of its legality;

c. A person other than the recipient of the CID has standing to move to quash or modify only to the extent the motion asserts the movant's own privilege, property interest, or constitutional right in the materials demanded;

d. Filing a motion to quash automatically stays the compliance deadline pending ruling;

e. The Board shall rule on the motion within five (5) business days;

f. The ruling may quash, modify, or uphold the CID. If the Board upholds or modifies the CID, compliance is due within fifteen (15) business days of the ruling unless the Board specifies otherwise. A timely petition for review under subsection (g) further stays compliance pending that ruling;

g. Either party may seek review of the ruling in Common Pleas Court within ten (10) calendar days.

6. If a Supplier fails to comply with a CID after denial of motion to quash or expiration of time to file, the Director may apply to Common Pleas Court for an order compelling compliance. Non-compliance with a CID itself shall not constitute a violation of this Chapter and shall not be subject to administrative civil penalties. The court may award reasonable attorney fees and costs to the prevailing party on any motion to enforce or quash a CID.

7. The Director shall grant a reasonable extension of the compliance period upon a showing that the CID was served during a federal or County-observed holiday period, or that the recipient's counsel or records custodians are unavailable for documented reasons beyond the recipient's control.

F. The Director may, in consultation with the County Prosecutor, bring civil actions in Common Pleas Court to enforce orders, assurances, or settlements (including Corrective Compliance Orders issued as part of a Final Order), to enjoin violations, or to enforce Final Orders. Civil penalty actions may be filed after exhaustion or waiver of administrative remedies.

G. No action seeking civil penalties under this code shall be brought by the County if an action seeking civil penalties has been brought, and is either pending or disposed of by a court of competent jurisdiction with prejudice, by the Ohio Attorney General under ORC 1345.07 for the same underlying conduct. This limitation shall not apply to (1) any action brought by the county that does not seek civil penalties or (2) any action brought by the county seeking to enforce a settlement agreement or court order resulting from a prior action or settlement approved by the County or the Ohio Attorney General.

H. Cease and Desist Orders. The Director may issue a Cease-and-Desist Order directing a Supplier to immediately cease conduct that the Director has reason to believe violates this Chapter. Such an order may be issued before, or without, the issuance of a Charging Document and does not itself impose a civil penalty. A Cease-and-Desist Order is effective immediately upon service. The order shall state the conduct to be ceased and its legal basis and shall notify the Supplier of the right to appeal to the Administrative Appeals Board under Section 205.11. Continued violation after service of the order may be treated as noncompliance subject to Section 1301.07(F). Issuance of a Cease-and-Desist Order is not a prerequisite to, and does not limit, any other enforcement action under this Chapter.

I. Confidentiality of Investigative Records.

1. To the extent provided by ORC 149.43 and other applicable law, records gathered or generated in connection with an investigation or enforcement action under this Title are confidential law-enforcement investigatory records while the matter remains pending, and the Department may decline to confirm or deny the existence of a Civil Investigative Demand during the pendency of an active investigation.

2. A person responding to a Civil Investigative Demand or other Departmental request may designate produced materials that constitute trade secrets or confidential commercial or financial information. The Department shall treat materials so designated as exempt from disclosure to the extent provided by ORC 149.43(A)(1)(v) and ORC 1333.61 and shall segregate and mark such materials accordingly.

3. Nothing in this subsection creates an exemption from the Ohio Public Records Act beyond those exemptions provided by state or federal law.

Section 1301.06: Civil Citations

A. Authority. The Director, or designated enforcement officers, may issue Civil Citations for violations of this Chapter or any Chapter under Title 13 when:

1. The violation is a first offense by the supplier within a three-year period;

2. Estimated consumer harm from the violation is less than $1,000;

3. The violation does not involve Willful conduct, fraud, the targeting of Vulnerable Consumers, or a violation of Section 1301.03;

4. No prior Civil Citation or Charging Document has been issued to the supplier for substantially similar conduct within the preceding twelve (12) months.

B. Contents. Each Civil Citation shall include:

1. Name and address of the supplier;

2. Approximate date, time, and location of the violation;

3. Specific statutory provision(s) violated;

4. Brief description of the conduct constituting the violation;

5. Civil fine amount, which shall not exceed five hundred dollars ($500);

6. Instructions for payment within thirty (30) calendar days;

7. Notice of right to contest the citation within thirty (30) calendar days;

8. Consequences of failure to pay or contest.

C. Response Options. Within thirty (30) calendar days of service, the recipient may:

1. Pay the civil fine, which constitutes an admission of the violation but shall not be counted as a prior violation under Section 1301.07(H)(3); provided, however, that if a supplier accumulates three (3) or more paid Civil Citations within any twelve-month period, all such citations shall thereafter be counted as prior violations under Section 1301.07(H)(3);

2. Contest the citation, in which case the Director shall proceed under Section 1301.05(A), including by issuing a Charging Document or by such other action as the Director deems appropriate;

3. Request an informal conference with the Director or designee to contest or negotiate the citation.

D. Failure to Respond. If the recipient fails to pay, contest, or request an informal conference within thirty (30) calendar days, the citation shall become a Final Order, and the fine shall be due immediately. The Director may proceed to collection, including referral to the County Prosecutor for civil enforcement. The recipient may appeal the resulting Final Order to the Administrative Appeals Board within ten (10) calendar days of the date the citation became a Final Order; the Board's review shall be limited as provided in Section 1301.08(F), except that, upon a showing of excusable neglect filed with the notice of appeal, the Board may grant a hearing on the merits.

E. No Precedential Effect. Payment of a Civil Citation shall not constitute an admission for purposes of subsequent civil litigation or be used as evidence of liability in any court proceeding.

Section 1301.07: Remedies

A. Following review under Section 1301.08 (or upon waiver), if a violation is found by preponderance of the evidence, the Director may impose one or more of the following:

1. A Cease and Desist Order;
2. A Corrective Compliance Order not exceeding actual damages;
3. Recovery of documented, reasonable investigation costs;
4. A civil penalty per subsection (H); or
5. Such other corrective action as is appropriate.

B. Written Findings. Orders shall include written findings of fact, a plain statement of the legal basis for the decision, specific remedies, and notice that appeal rights must be exercised within ten (10) calendar days by filing with the Administrative Appeals Board. Compliance periods imposed in a Final Order (i) shall not run during the ten (10) calendar days within which the Respondent may appeal under Section 205.11, (ii) shall be tolled during the pendency of any timely appeal and any automatic stay thereunder, and (iii) shall resume on the day the Final Order becomes enforceable.

C. The Director, in consultation with the County Prosecutor, may bring civil actions for: (1) declaratory judgment; (2) injunctive relief under Civil Rule 65, with penalties up to $5,000/day for injunction violations; (3) enforcement of Final Orders.

D. Receivers and Extraordinary Remedies.

1. The court may order restitution, contract reformation, or other appropriate relief.

2. Receiver appointment requires clear and convincing evidence of: (a) likelihood of success on merits; (b) substantial risk of asset dissipation; (c) inadequacy of less restrictive remedies; (d) balance of hardships favoring appointment.

3. Court may require bond; receiver expenses assessed only upon final liability determination.

E. For declared violations under ORC 1345.05(B)(2) or court determinations under ORC 1345.02, 1345.03, or 1345.031, the per-violation maximum penalty is twenty-five thousand dollars ($25,000), consistent with ORC 1345.07(D), subject to the proportionality provisions of subsection (I) and the aggregate-penalty provisions of subsection (H)(4).

F. Noncompliance with Orders and Agreements. Violation of a Final Order, Cease and Desist Order, Emergency Order sustained by the Administrative Appeals Board, Corrective Compliance Order, Assurance of Voluntary Compliance, or settlement shall be treated as a violation of this Chapter. Where a respondent fails to comply with a Final Order, Cease and Desist Order, Corrective Compliance Order, or Assurance of Voluntary Compliance after the time specified therein for compliance has run (as tolled under Section 1301.07(B)), the Director may serve written notice of noncompliance identifying the specific conduct or omission and providing not fewer than seven (7) business days to cure. No further notice or cure period is required where the same or substantially similar noncompliance with the same order, assurance, or settlement recurs within twelve (12) months after a prior notice under this subsection; per-calendar-day penalties for the recurrence may accrue from the date of the recurrence.

If the respondent fails to demonstrate compliance within the cure period, each calendar day of continued noncompliance thereafter shall constitute a separate offense, subject to a per-calendar-day civil penalty not exceeding one thousand dollars ($1,000). Aggregate per-day penalties for a single course of noncompliance shall not exceed twenty-five thousand dollars ($25,000), absent a finding that the noncompliance is willful or involves ongoing harm to consumers. Per-day penalties under this subsection do not require issuance of a new Charging Document for each day of noncompliance. The Director shall issue a written notice of per-day penalty assessment specifying the dates of noncompliance and the assessed amount. The respondent may contest the assessment by submitting a written response under Section 1301.08(A) within twenty (20) business days of service of the notice, and the Director shall issue a supplemental Final Order under Section 1301.08(C) within forty-five (45) business days thereafter. The supplemental Final Order is appealable to the Administrative Appeals Board under Section 1301.08(E) and Section 205.11.

G. Corrective Compliance Orders. Remedial orders authorized by this subsection are regulatory corrective measures incident to the County's administrative enforcement authority over local consumer protection regulations. Such orders are designed to restore consumers to the position they occupied prior to the violation as a condition of the supplier's continued compliance with this Chapter and related provisions of the Code. The authority exercised under this subsection is distinct from judicial awards of restitution under ORC 2929.18 or compensatory or punitive damages available in private civil litigation. The corrective relief authorized herein is an administrative remedy, requiring voluntary election by the affected consumer.

1. Corrective Compliance Orders. In any Final Order, the Director may order the respondent to provide corrective relief to identified, affected consumers when:

a. The affected consumers elect to pursue a Corrective Compliance Order;

b. The evidence establishes the amount of consumer harm with reasonable certainty; and

c. The affected consumers are identifiable from records in evidence

2. Enforceability. The corrective relief order shall be enforceable through civil action in Common Pleas Court pursuant to Section 1301.05(F), and non-compliance shall constitute an independent violation of this Chapter subject to penalties under Section 1301.07(H).

3. Limitation. Nothing in this section shall be construed to authorize the Department to award compensatory damages, punitive damages, or relief beyond actual consumer harm. Consumers seeking damages beyond corrective compliance relief may pursue private civil remedies.

4. Consumer Election. Any consumer who disputes the amount of corrective relief determined under this subsection, or who seeks damages in excess of the corrective relief ordered, may elect in writing to withdraw from the administrative corrective process and pursue private civil remedies under ORC 1345.09 or other applicable law. Such election shall not affect any other Department enforcement action against the supplier, or the rights of other affected consumers under the Corrective Compliance Order. A consumer who accepts corrective relief under this subsection shall not be precluded from pursuing private civil remedies for damages in excess of the corrective relief recovered.

H. Civil Penalties.

1. Penalty Schedule. Subject to the proportionality determination in subsection (I) and the aggregate limits in subsection (H)(4), the Director may impose a civil penalty for each violation as follows: (a) where total consumer harm is estimated to be less than $2,500, up to $2,500; (b) where total consumer harm is estimated to be $2,500 to $10,000, up to $10,000; (c) where total consumer harm is estimated to exceed $10,000, up to $25,000.

2. Enhancement. Where the violation was Willful, affected one or more Vulnerable Consumers, or violated Section 1301.03, the maximum civil penalty for the violation shall be increased to twenty-five thousand dollars ($25,000), notwithstanding any lower maximum under subsection (H)(1). This

enhancement enlarges the maximum penalty available and shall not be construed to cap or reduce any penalty otherwise authorized by this subsection (H).

3. Prior Violations. Only violations that resulted in a Civil Citation or a Final Order count as prior violations, subject to the carve-out for paid Civil Citations under Section 1301.06(C)(1); matters resolved by Assurance of Voluntary Compliance without admission do not count unless the same conduct recurs. Prior violations are measured from the date of the violation giving rise to the current Charging Document, looking back three (3) years to the date of issuance of the prior Civil Citation or Final Order; this same anchor applies to the period in Section 1302.07(G). Prior violations occurring before the Effective Date count regardless of the procedures under which they were adjudicated.

4. Aggregate Limit. The total civil penalties for a single transaction, including any supplemental penalties, shall not exceed fifty thousand dollars ($50,000). For related violations arising from a course of conduct involving multiple transactions or business locations, the aggregate shall not exceed the greater of $50,000 or three (3) times total consumer harm; provided that where the course of conduct was Willful and caused total consumer harm exceeding $25,000, the aggregate shall not exceed the greater of $250,000 or ten (10) times total consumer harm. When an aggregate limit applies, it controls over per-violation amounts, and the Director may allocate the aggregate across individual violations.

5. Total Consumer Harm; Multiple Locations. For all determinations under this subsection, “total consumer harm” means the aggregate harm to all affected consumers arising from the same or substantially similar conduct, whether at one or multiple business locations and regardless of the harm to any individual consumer. Where the evidence establishes a common corporate policy, practice, or directive, violations at multiple locations may be aggregated; each location remains a separate offense for penalty calculation.

I. Penalty Determination and Proportionality.

1. The Director shall set the penalty within the applicable range in subsection (H) based on the following factors, and shall make written findings supporting the amount imposed:

a. Aggravating: severity of harm; targeting Vulnerable Consumers; violation of Section 1301.03; willfulness; duration; economic benefit to supplier; prior violations counted under subsection (H)(3);

b. Mitigating: good faith compliance efforts; voluntary corrective compliance relief rendered before charges; cooperation; corrective measures implemented; ability to pay; bona fide error.

2. The Director shall state in the written findings the weight given to each factor.

J. Except for Emergency Orders, remedies imposing liability require the procedural protections of Sections 1301.05(B) and 1301.08(A).

Section 1301.08: Departmental Review and Final Orders

A. Right to Respond. A respondent may submit a written response within twenty (20) business days of service of the Charging Document(s). The response may include factual statements, documentary evidence, legal argument, and any information the respondent believes relevant to the charges, the applicable penalty, or mitigating factors. Failure to timely respond constitutes waiver of the right to contest the allegations contained therein at the departmental level but does not extinguish the right to appeal under subsection (E).

B. Disclosure on Request. The Director is not required to provide investigative materials to a respondent as a condition of issuing or enforcing a Charging Document. Upon a respondent's written request, the Director may provide copies of the non-privileged evidence on which the Director relies in support of the Charging Document, and may withhold or redact: (i) information identifying a consumer complainant or witness; (ii) materials the disclosure of which would compromise an ongoing investigation; (iii) attorney work product and privileged materials; and (iv) trade secrets or confidential commercial or financial information of a third party. A request under this subsection does not extend the response deadline under subsection (A), except that the Director or, on appeal, the Board may grant additional time on motion for good cause.

C. Director's Determination. The Director shall review the Charging Document, the respondent's written response (if any), and the investigative record, and shall issue a written Final Order within forty-five (45) business days of the respondent's response or expiration of the response period, unless extended by agreement or for good cause. The Director shall issue a Final Order finding a violation only upon a determination, based on substantial, reliable, and probative evidence in the record and by a preponderance of the evidence, that the alleged violation occurred. Where the matter arose from an Emergency Order under Section 1301.05(C), the Director shall, upon timely election under Section 1301.05(C)(4)(c), issue the Final Order within sixty (60) calendar days, excluding holidays and days the County is closed, of the Charging Document, as that period may be extended under Section 1301.05(C)(4)(c). If the Director fails to issue a Final Order within the time specified by this subsection without a timely written extension for good cause served on the respondent, the Charging Document shall be deemed dismissed without prejudice. The respondent may file with the Administrative Appeals Board for an order memorializing the dismissal. Dismissal under this subsection shall not bar a new Charging Document on the same conduct if filed within the limitations period under Section 1301.04. Dismissal under this subsection does not vacate, dissolve, or otherwise affect a separately issued Cease and Desist Order under Section 1301.05(H) or a stop-use, stop-sale, or condemned order issued under Chapter 1302; each such order remains in effect according to its terms and subject to the review provided for it by this Code.

D. Final Order Requirements. The Final Order shall include:

1. Findings of fact based on the record before the Director;

2. Identification of the specific statutory provisions violated;

3. The disposition, including any penalties, corrective compliance orders, or other remedies imposed;

4. Notice that the respondent may appeal the Final Order to the Administrative Appeals Board within ten (10) calendar days of service, and that, upon written request, the respondent is entitled to a full evidentiary hearing before the Board.

E. Appeal. Within ten (10) calendar days of service of a Final Order, the respondent may appeal to the Administrative Appeals Board pursuant to Section 205.11. At the Board, the respondent shall be entitled to present evidence, call and cross-examine witnesses, and be represented by counsel, in accordance with the Board's Rules of Procedure.

F. Default. Failure to respond within the time provided by subsection (A) permits the Director to issue a Final Order based on the record. A defaulted respondent retains the right to appeal to the Administrative Appeals Board, but the Board may limit the scope of its review to whether the record supports the Final Order.

G. Settlement. The parties may settle at any time. Settlements shall be in writing and made a part of the public record.

Section 1301.09: Jurisdiction

The Department shall have jurisdiction over all consumer transactions which take place within Cuyahoga County, regardless of the location of the supplier or residence of any of the persons directly or indirectly affected by such transactions. For purposes of online, electronic, virtual and/or telephone consumer transactions, the physical presence of the consumer or the supplier within Cuyahoga County at the time of the transaction shall establish jurisdiction.

Section 1301.10: Scope of Administrative Enforcement; Relationship to Civil Court Jurisdiction

A. Administrative Remedies. The administrative enforcement provisions of this Title authorize the Director to:

1. Issue cease-and-desist orders requiring suppliers to stop violative conduct;

2. Impose civil penalties payable to the County;

3. Order prospective compliance measures and business practice reforms;

4. Order Consumer Corrective Compliance as provided in Section 1301.07(G);

5. Enter into Assurances of Voluntary Compliance.

B. Matters Reserved to Courts. The following matters are beyond the scope of administrative enforcement and are reserved to courts of competent jurisdiction:

1. Compensatory damages beyond actual consumer harm;

2. Punitive or exemplary damages;

3. Claims sounding in common-law fraud requiring jury determination;

4. Criminal penalties;

5. Contempt proceedings;

6. Enforcement of Corrective Compliance Orders as prescribed in Section 1301.05(F).

C. Referral Authority. When the Director determines that a matter involves potential criminal conduct, damages beyond administrative authority, or claims requiring judicial resolution, the Director shall refer the matter to the County Prosecutor, Ohio Attorney General, or other appropriate authority.

D. Consumer Election. Nothing in this Title shall preclude a consumer from pursuing private civil remedies in lieu of or in addition to filing a complaint with the Department. Administrative enforcement and private civil actions may proceed concurrently.

E. Regulatory, Not Adjudicatory of Private Rights. The administrative enforcement procedures of this Title are regulatory in nature, designed to protect the public interest through prospective compliance and deterrence. They do not constitute adjudication of private contract or tort claims between consumers and suppliers.

Section 1301.11: Other Rights and Remedies

A. Nothing herein shall prevent any person from exercising any right or seeking any private remedy or redress to which one might otherwise be entitled, or from filing any complaint with any other agency or court.

B. Bona Fide Errors.

1. In any case arising under this Chapter, if a supplier shows by a preponderance of the evidence that a violation resulted from a bona fide error notwithstanding the maintenance of procedures reasonably adopted to avoid the error, no civil penalties shall be imposed against the supplier under Section 1301.07 of this Code, and monetary recovery shall not exceed the amount of actual damages resulting from the violation.

2. If a supplier shows by a preponderance of the evidence that a violation was an act or practice required or specifically permitted by Federal Trade Commission regulations, orders, or the federal courts' interpretations of subsection 45(a)(1) of the "Federal Trade Commission Act," 38 Stat. 717 (1914), 15 U.S.C. 41, as amended, and that the act or practice was not otherwise declared to be unfair, deceptive, or unconscionable by a rule adopted pursuant to division (B)(2) of ORC 1345.05 before the consumer transaction on which the action is based, the County Executive and Director are limited to injunctive relief as the only remedy against the supplier for that violation.

3. A receiver may be appointed by the court in an action under this Chapter if it is shown that the assets of the supplier are in danger of being lost, removed, injured, or dissipated. A receiver may, under the direction of the court, do all of the following:

a. Sue for, collect, receive, and take into his possession all the goods, chattels, rights, credits, moneys, effects, lands, tenements, books, records, documents, papers, choses in action, bills, notes, and other property and assets of every kind and description acquired by any act or practice prohibited by this chapter, including property with which such property has been commingled if it cannot be identified in kind because of commingling;

b. Sell, convey, and assign all property taken into his or her possession, and hold and dispose of the proceeds;

c. Perform any other acts respecting the property that the court authorizes.

4. Any person who has suffered damages as a result of the use of any act or practice prohibited by this Title and who submits proof to the satisfaction of the court that he or she has in fact been damaged, may participate with general creditors in the distribution of the assets to the extent that he or she has sustained out-of-pocket losses.

5. If a court determines after a hearing in any action brought pursuant to this Chapter that a supplier in the course of performing activity under any license or

permit issued by the state or a political subdivision or agency of the state, engaged in any practice that violates this Chapter, the Director may, within sixty (60) calendar days after the time for appealing has expired, send a certified copy of the court's final judgment and supporting opinion to the issuing authority. Upon receipt of the court's judgment and opinion, the issuing authority may investigate to determine whether to institute proceedings to revoke or suspend the supplier's license or permit.

Section 1301.12: Applicability

Nothing in this Chapter shall be construed to exempt compliance with state and federal laws related to consumer protection. Violation of these laws may be prosecuted as applicable. The remedies in this Chapter are in addition to remedies otherwise available for the same conduct under state or local law. Transitional provisions governing matters pending as of the Effective Date, including the election of procedures for such matters, appear in Section 205.11(G).

Section 1301.13: Severability

The provisions of this Chapter are severable. If any provision of this Chapter, or its application to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application. The County Council declares that it would have enacted each remaining provision irrespective of the invalidity of any other.

SECTION 2. It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance shall take effect and be in force from and after the later of (a) the earliest period allowed by law, or (b) the effective date of the ordinance enacting Section 205.11 (Administrative Appeals Board) of the Cuyahoga County Code, so that the administrative appellate review provided for in this Chapter is available upon the effective date of this Ordinance.

On a motion by Ms. Simon, seconded by Ms. Turner, the foregoing Ordinance was duly enacted.

Yeas: Conwell, Jones, Turner, Houser, Simon, Kelly, Sweeney, Casselberry Gallagher, Schleper and Miller

Nays: None

Dale Miller 7/8/2026

County Council President Date

Chris Ronayne 7/9/2026

County Executive Date

Andria Richardson 7/8/2026

Clerk of Council Date

First Reading/Referred to Committee: June 23, 2026
Committee(s) Assigned: Education, Environment & Sustainability

Additional Sponsorships Requested on the Floor: July 7, 2026

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