

IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT - CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)

Plaintiff,)

v.)

PRICE LINE LOCKSMITH INC., a New)

York Corporation, d/b/a Priceline)

Locksmith, Inc., d/b/a Locksmith 24 Hours)

Inc., GILAD GILL, Individually and as)

President of Price Line Locksmith Inc.,)

DAVID SASSON, Individually and as)

President of Price Line Locksmith Inc.,)

SUPERB SOLUTIONS INC., a New York)

Corporation, and SHLOMO HADAR,)

Individually and as President of Superb)

Solutions Inc.,)

Defendants.

No. 05 CH 22019

Calendar 6

Judge James F. Henry

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, the PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of Illinois, has filed a complaint for a permanent injunction and other relief in this matter pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. (2004) (hereinafter "Consumer Fraud Act"), and the Illinois Home Repair and Remodeling Act, 815 ILCS 513/1 et seq. (2004) (hereinafter "Home Repair and Remodeling Act"), charging Defendants, PRICE LINE LOCKSMITH INC., a New York Corporation, d/b/a Priceline Locksmith, Inc., d/b/a Locksmith 24 Hours Inc. (hereinafter "PRICE LINE"), GILAD GILL, individually and as President of Price Line Locksmith Inc. (hereinafter "GILL"), DAVID SASSON, individually and as President of Price Line Locksmith Inc. (hereinafter "SASSON"),

Submitted at City Council

Date 12/3/08 Item 44

SUPERB SOLUTIONS INC., a New York Corporation (hereinafter "SUPERB"), and SHLOMO HADAR, individually and as President of Superb Solutions Inc. (hereinafter "HADAR") with violations of the aforementioned Acts.

Plaintiff and Defendants have agreed to the entry of this Final Judgment and Consent Decree (hereinafter "Consent Decree") by the Court without trial or adjudication of any issue of fact or law. Defendants' agreement to the provisions of this Consent Decree does not constitute an admission of liability for any of the violations alleged in Plaintiff's Original and First Amended Complaints (hereinafter "complaint"). Further, Defendants do not agree with any of the legal conclusions detailed in the Findings Section of this Consent Decree, but for the purpose of settlement, Defendants do not contest such Findings. This Consent Decree is based on Defendants' representations that they have discontinued the use of any and all phone numbers, web sites, and other advertisements for their locksmith services in Illinois, including, but not limited to the assumed business names listed in the complaint.

Now, with the consent of the parties and the Court being fully advised of the matter,

THE COURT HEREBY FINDS AS FOLLOWS:

FINDINGS

1. This Court has jurisdiction over the subject matter of the complaint having been filed herein and over the parties to this Consent Decree.
2. Defendants, at all times relevant hereto, engaged in trade or commerce within the meaning of the Consumer Fraud Act, 815 ILCS 505/1(f) (2004), by advertising, soliciting, and providing general and emergency locksmith services, including automotive, residential, and commercial lockouts, lock installations, and re-keying to

consumers in Illinois.

3. Defendants engaged in home repair within the meaning of the Home Repair and Remodeling Act, 815 ILCS 513/10 (2004), since they provide general and emergency locksmith services to consumers in Illinois for repairs over \$500.00 at real property used as a residence.

NOW THEREFORE, on the basis of these findings and for the purpose of entering this Consent Decree, **IT IS HEREBY ORDERED AS FOLLOWS:**

INJUNCTIVE RELIEF

Defendants PRICE LINE, GILL, SASSON, SUPERB, and HADAR are hereby permanently enjoined from:

1. Operating in Illinois as a locksmith agency and locksmith licensee-in-charge as defined by section 5-10 of the Illinois Private Detective, Private Alarm, Private Security, and Locksmith Act of 2004, 225 ILCS 447/5-10 (2004).

RESTITUTION

Defendants shall pay restitution in the amount of one thousand six hundred and four dollars (\$1604.00). Payment shall be in the form of a cashier's check or certified check made payable to the "Attorney General's Consumer Trust Account."

Upon receipt of payment, restitution shall be disbursed to the named consumers in the stated amounts:

<u>Consumer Name:</u>	<u>Amount:</u>
Betty Guenther	\$140.00
Michelle Itczak 45 Fairway Estates	\$150.00

Granite City, IL 62040

Andrew T. McCann **\$162.00**
1865 Brighton Cr.
Aurora, IL 60506

Coreen Mogavero **\$282.00**
1243 E. Baldwin Lane
Palatine, IL 60074

John Robeznieks **\$150.00**
840 N. Clark Drive
Palatine, IL 60074

Judith A. Shields **\$448.00**
800 S. Euclid Avenue, #2
Oak Park, IL 60304

Patricia A. Smolek **\$272.00**
4 Augusta
Oak Park, IL 60302

Payment in the amount of one thousand six hundred and four dollars (\$1604.00) is due before the entry of this Consent Decree and shall be mailed or hand-delivered to the attention of the Attorney General of Illinois, Consumer Fraud Bureau, 100 West Randolph Street, 12th Floor, Chicago, Illinois 60601.

PAYMENT TO THE STATE

Defendants shall make a payment to Plaintiffs in the amount of ten thousand dollars (\$10,000.00). Defendants shall pay the amount of ten thousand dollars (\$10,000.00) as a voluntary contribution to the Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund for Consumer Enforcement and Education and may be used by the Illinois Attorney General for any purpose authorized by section 7(e) of the Consumer Fraud Act, 815 ILCS 505/7(e) (2004). Payment shall be in the form of a cashier's check or certified check

made payable to the "Attorney General Court Ordered and Voluntary Compliance Payment Projects Fund for Consumer Enforcement and Education." Payment in the amount of ten thousand dollars (\$10,000.00) is due before the entry of this Consent Decree and shall be mailed or hand-delivered to the attention of the Attorney General of Illinois, Consumer Fraud Bureau, 100 West Randolph Street, 12th Floor, Chicago, Illinois 60601.

RETENTION OF JURISDICTION

Jurisdiction is retained by this Court for the purpose of enforcing this Consent Decree.

For Plaintiff:

PEOPLE OF THE STATE OF ILLINOIS
by LISA MADIGAN
Attorney General of Illinois

By: *Charles G. Fergus*
Charles G. Fergus, Chief
Consumer Fraud Bureau

Date: 1-5-07

By: *Henry J. Ford, Jr.*
Henry J. Ford, Jr., AAG

Date: 1/5/07

ENTERED: JAMES F. HENRY

JAN 05 2007

 Circuit Court - 1526
JUDGE

For Defendants:

PRICE LINE LOCKSMITH INC., a New
York Corporation, d/b/a Priceline
Locksmith, Inc., d/b/a Locksmith 24 Hours
Inc.

GILAD GILL, Individually and as President
of Price Line Locksmith Inc.
DAVID SASSON, Individually and as
President of Price Line Locksmith Inc.

By: *Gilad Gill*
Gilad Gill, President of Price Line
Locksmith Inc.

Date: 1/2/07

By: *David Sasson*
David Sasson, President of Price
Line Locksmith Inc.

Date: 1/2/07
SUPERB SOLUTIONS INC., a New York
Corporation
SHLOMO HADAR, Individually and as
President of Superb Solutions Inc.

[Handwritten mark]

By: Shlomo Hadar
~~Shlomo Hadar~~, President of Superb
Solutions Inc.

Date: 1/2/07

Attorney No. 99000

LISA MADIGAN
Attorney General of Illinois
Chicago, IL 60606
CHARLES G. FERGUS
Chief, Consumer Fraud Bureau

By: Edward W. Williams
Edward W. Williams, Attorney For
Defendants

Date: 01-03-07

HENRY J. FORD, JR.
Assistant Attorney General
Consumer Fraud Bureau
100 W. Randolph St., 12th Floor
Chicago, IL 60601
(312) 814-3874

EDWARD W. WILLIAMS, Atty. #13714
Attorney For Defendants
205 W. Wacker Dr., Ste. 1220
(312) 335-9470

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

F

CV06SS95078
47579733

STATE OF OHIO, ex rel.
MARC DANN
ATTORNEY GENERAL
615 W. SUPERIOR, 11TH FL.
Cleveland, Ohio 44113-1899

Plaintiff,

v.

Superb Solutions, Inc.
d/b/a Locksmith 24-Hour, Inc.
3282 Oxford Ave.
Bronx, New York 10463

Defendant.

CASE NO. CV 06 595 078

JUDGE JOHN RUSSO

CONSENT JUDGMENT

FINAL ENTRY AND ORDER

Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Marc Dann, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brought this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 et seq. (the Ohio Consumer Sales Practices Act). By signing this entry, Defendant Superb Solutions, Inc., (hereinafter "Defendant") submits to the personal jurisdiction of this Court and consents to this Consent Judgment Entry and Order ("Consent Judgment"). This Consent Judgment shall apply to and bind Defendant, its shareholder(s), officers, directors, agents, servants, and employees, except that the financial terms of this Consent Judgment, including the restitution and civil penalties are binding only on Defendant Superb Solutions, Inc. The parties hereto, believing it to be in their best interests, have agreed to settle and to resolve the matters in the above captioned case. By signing this Consent Judgment, Defendant consents to the findings of fact and law of this Court and consents to this Entry and Order.

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ATTORNEY GENERAL OF OHIO

DEC 17 2007

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

Submitted at City Council

Date 12/3/08 Item 44

FINDINGS OF FACT

1. The actions of Defendant, hereinafter described, have occurred in the State of Ohio, County of Cuyahoga.

2. Defendant Superb Solutions, Inc. advertised and solicited consumers for locksmithing services in Cuyahoga County, Ohio. Defendant was incorporated in the State of New York, but is no longer an active corporation.

CONCLUSIONS OF LAW

1. This Court has jurisdiction over the subject matter, issues, and parties to this Judgment.

2. The Ohio Attorney General is the proper party to bring this action and venue is proper.

3. The Ohio Consumer Sales Practices Act, R.C. §1345.01 *et seq.*, Ohio Administrative Code §109:4-3-01 *et seq.*, govern the business practices of the Defendant.

4. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C), as Defendant is engaged in the business of effecting or soliciting "consumer transactions" as that term is defined in R.C. 1345.01(A), in Cuyahoga County in the State of Ohio.

5. At times relevant hereto, defendant advertised for locksmithing services in the trade publication Cleveland SBC Yellow Pages by means of representing that it had various physical locations throughout the Greater Cleveland area by listing phone numbers with addresses on major thoroughfares in proximity to commercial centers. Some Ohio consumers who found themselves locked out of their cars or residences were thereby induced to call the phone number of the "closest" locksmith business address. Such consumers actually called a central answering service and were told that a locksmith is available and on the way. On some occasions, consumers were advised that the cost of picking the lock will be variously fifty to seventy dollars.

6. On some occasions consumers who were locked out were then approached by Defendant's locksmith at their residence or automobile, who failed to provide an estimate of the services and costs to be performed. Rather than picking the lock, the defendant's locksmith then drilled and replaced the lock, resulting in a much more expensive bill than reasonably expected by such consumers. At least one consumer's bill

11. Defendant failed to register as a foreign corporation in 2005 with the Ohio Secretary of State as required by R.C. 1703.01 *et seq.*, which is an unfair and deceptive act or practice in violation of the Ohio Consumer Sales Practices Act, R.C. 1345.02.

ORDER

For the purpose of effecting this Consent Judgment, IT IS ORDERED, ADJUDGED, AND DECREED that:

A. Defendant is permanently enjoined from violating the Ohio Consumer Sales Practices Act, R.C. 1345.01 *et seq.* and the substantive rules promulgated there under, O.A.C. Section 109:4-3-01 *et seq.*, specifically including, but not limited to:

1. advertising for locksmithing services by representing that it has various physical locations throughout the Greater Cleveland area by listing phone numbers with addresses on major thoroughfares in proximity to commercial centers;
2. failing, in connection with a consumer transaction involving the performance of locksmith repairs or services, where the anticipated cost exceeds twenty-five dollars, and where any portion of the repair or service is to be performed at the consumer's residence, to orally inform the consumer at the time of the initial face to face contact and prior to the commencement of any repair or service, of the consumer's right to receive a written or oral estimate and to provide the consumer with a form which conforms to the requirements of paragraph (A)(1) of the Repairs and Services Rule of the Ohio Administrative Code, 109:4-3-05(B)(1);
3. charging for repairs or services involving the performances of locksmithing repairs and services, which have not been authorized by the consumer;
4. failing to provide consumers with an itemized list of repairs performed or services rendered, including a list of parts and a statement of whether they are used, remanufactured, or rebuilt, if not new, and the cost thereof to the consumer, the amount charged for labor, and the identity of the individual performing the repair or service;
5. failing to register as a foreign corporation with the Ohio Secretary of State as required by R.C. 1703.01 *et seq.*

Failure to comply with the foregoing provisions of Paragraph A of this Entry and

Order may, upon hearing and appropriate findings by the Court, constitute contempt of this Court, per Ohio Revised Code Section 2705.01 et seq.

B. Defendant is ordered to pay restitution in the total amount of One Thousand Dollars (\$1,000.00), by tendering a certified check in that amount, due upon journalization of this entry, made payable to the "Ohio Attorney General", for further dispersal to consumers. Delivery of said check shall be made to: Linda Studer, Compliance Officer, Consumer Protection Section, Ohio Attorney General's Office, 14th Floor, Rhodes Office Tower, Columbus, Ohio 43215. This amount is nonrefundable to Defendant, if consumer claimants do not participate in this settlement, said funds shall in 6 months from date of entry be transferred to the Consumer Protection Enforcement Fund. Participation by a consumer in this restitutionary pool shall release all claims between defendant and that consumer.

C. It is hereby ORDERED that Defendant shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendant's business operation.

D. Defendant is assessed civil penalties of Fifty Thousand Dollars (\$50,000.00), Forty-Five Thousand Dollars (\$45,000.00) of which shall be suspended upon Defendant's continued compliance with this Consent Judgment, leaving the amount of Five Thousand Dollars (\$5,000.00) due from Defendant upon journalization of this Consent Judgment. The suspension of the suspended civil penalties shall only be lifted, in whole or in part, by an order of the Court made only after notice to Defendant and an opportunity to be heard and only upon a determination by the Court that Defendant (1) has failed to comply with this Consent Judgment, and (2) that the acts or practices constituting such non-compliance occurred after the journalization of this Consent Judgment. Defendant shall pay the above-referenced civil penalty of Five Thousand Dollars (\$5,000.00) by delivering a certified check made payable to the Ohio Attorney General, due upon journalization of this entry.

E. Nothing in this Consent Judgment shall in any way preclude any investigative or enforcement action against Defendant under any legal authority granted

to the Ohio Attorney General with respect of violations which transpire after the filing of this Consent Judgment or to transactions that are the subject of this enforcement action if the terms of this Consent Judgment are not fully obeyed. Nothing in this Consent Judgment shall preclude or otherwise restrict Defendant from retaining counsel, including current counsel, concerning compliance with the Consent Judgment and/or the defense of any alleged violations of the Consent Judgment, nor shall anything in this Consent Judgment interfere with or otherwise restrict said counsel in conducting any such representations.

F. Costs to Defendant; each party to bear its own attorney fees.

Date: 8-30-07

Numbered this signature only
[Signature]
Superb Solutions, Inc.
BY: President

Paul Conn, 8/30/07

RONALD M. CARROLL
Notary Public, State of New York
Qualified in Queens County
Reg. #01CA6147406
My Comm. Expires 06/05/2010

THE STATE OF OHIO
Cuyahoga County
I, GERALD E. FUERST, CLERK OF
SS. THE COURT OF COMMON PLEAS
WITHIN AND FOR SAID COUNTY,
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY
TAKEN AND COMED FROM THE ORIGINAL
NOW ON FILE IN MY OFFICE
WITNESS MY HAND AND SEAL OF SAID COURT THIS
DAY OF SEP A.D. 2007
GERALD E. FUERST, Clerk
By [Signature] Deputy

[Signature] 9/13/07
Judge John J. Russo

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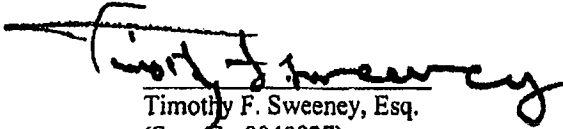
SEP 14 2007
GERALD E. FUERST
By [Signature] Dep.

MARC DANN
ATTORNEY GENERAL

[Signature]
THOMAS D. McGUIRE (0007121)
Senior Assistant Attorney General

Consumer Protection Section
State Office Bldg., 11th Fl.
615 W. Superior Ave.
Cleveland, OH 44113-1899
Counsel for State of Ohio

AS TO FORM ONLY:

A handwritten signature in black ink, appearing to read "Timothy F. Sweeney". The signature is written over a horizontal line.

Timothy F. Sweeney, Esq.
(Sup. Ct. 0040027)

LAW OFFICE OF TIMOTHY FARRELL SWEENEY
The 820 Building, Suite 430
820 West Superior Avenue
Cleveland, Ohio 44113-1800
Counsel for Superb Solutions, Inc.