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Harris jewelry overpayment

309 Branmar Plaza Wilmington, DE 19810 302-475-3101 harrisbm@verizon.net Migliaccio & Rathod LLP is currently investigating Harris Jewelry (also known as Harris Originals) for deceptive promotion and illegal operation of a credit service called the Harris Program. Harris Jewelry operates stores near military installations and primarily caters to active service members, with in-store items matched to the local branch. Harris employees use these items as a tool to get service members in the door, a practice known as prospecting. After getting acquainted with the prospectus, employees will refer them to a presentation booklet touting the benefits of the Harris program, which encourages officials to buy expensive jewelry items on credit, with more expensive items marketed as an opportunity to maximize the amount of credit extended. In fact, the Harris program is sold to service members as an opportunity to improve or repair their credit and serves as the core of Harris's business model. Harris recently entered into a settlement agreement with Tennessee's Office of Attorney General regarding the operation of the Harris program, agreeing to various settlement terms, including an \$800,000 debt relief and refund payments to all consumers who made purchases at their location in Clarksville, TN. In a press release, the attorney general's office called the Harris program's payment plans complicated, saying that advertised prices bore little resemblance to the amount paid at the end of the funding contract. Furthermore, they argue that Harris never properly registered as a credit service business or met the myriad requirements involved in doing so. Harris Jewelry operates about 20 locations nationwide, all of which may be liable for similar violations and unlawful damages incurred by officials. Similar claims about about Harris' predatory guarantee and protection plans programs as well. Are you a Harris Jewelry customer who has participated in the Harris program or a similar warranty/protection plan? If so, we'd like to hear from you. Fill out the contact form on this page, send us an email at info@classlawdc.com, or call us at (202) 470-3520. Committed to Consumer Protection The lawyers of Migliaccio & Rathod LLP have years of experience in class-action lawsuits against large companies, including in cases involving unfair and deceptive trading practices. More information about our current cases and investigations is available on our blog. The 20-store chain operates near militant installations. Harris Jewelry will pay \$800,000 in damages as part of a settlement related to its illegal credit services business and misleading and misleading representations related to that business, according to Tennessee's attorney general. The state says the company, which operates 20 nationwide close to military installations, violated the Credit Services Business Act and the Tennessee Consumer Protection Act. Instead of serving our Tennessee men and women in the armed forces, as announced, Harris Jewelers set out to take advantage of them, said Tennessee Attorney General Herbert. H. Slatery III. This settlement holds them accountable for breaking the law and providing relief to those who were harmed by their actions. The company stated in the conciliation document that it neither admits nor denies any of the state's allegations. The Tennessee store is located at Governor's Square Mall in Clarksville, near Fort Campbell. Ad Company submitted a funding plan called the Harris Program, according to a press release from the attorney general's office. Active service members were reportedly sold on the program as an opportunity to establish or repair their credit. Then, customers were encouraged to choose expensive jewelry to maximize the amount of credit extended as Harris determined based on their branch of service and time left on active service, according to the release. The convoluted payment plans made it almost impossible to calculate or understand the total cost of a transaction; retail prices bore little resemblance to the amount paid at the end of the financing contract. Harris Jewelry also sold in-house guarantees or protection plans funded through the Harris program. In 2016, protection plans were added to more than 90 percent of the products eligible for the protection plan, according to the release. Under the terms of the settlement: Harris shall not engage in any conduct that would constitute a credit service business. Harris is required to pay \$800,000 in debt relief and refunds to all consumers who made a purchase at the store in Clarksville between January 1, 2016 and May 1, 2016. Harris can no longer base credit qualification solely on a customer's remaining military service. Harris cannot represent in advertising that consumers can be automatically approved for credit. Warranty products can only be delivered on a clearly published opt-in basis. The defendant will pay \$306,000 to the state if they default on any part of the judgment. Orin Mazzoni, Jr., the owner of Orin Jewelers in Garden City and Northville, Michigan, decided it was time to downsize. With two locations and an eye on the future, Mazzoni asked Wilkerson to take the lead by closing the Garden City store. Mazzoni met Wilkerson's Rick Hayes a few years ago, he says, and when he decided to consolidate, he and Hayes set up a timeline for the sale. Despite the pandemic, Mazzoni says everything went smoothly. Many days we had lines of people waiting to come in, he said, adding that Wilkerson's professionalism made it worth it. When you do a Like this, you think, "I've been doing this all my life. Do I really need to pay someone to do it for me? But then I realized these guys are the pros, and we have to get on with them. Thank you to everyone who contributed to this investigation. At this point, lawyers have what they need and decide whether legal action is appropriate. They no longer need to hear from people about their experience with Harris Jewelry. Stay tuned on this page for updates. The information below is for reference only. Lawyers working ClassAction.org want to talk to officials who entered into financing agreements with Harris Jewelry, a company that sells jewelry specifically for military personnel and their families. In October 2018, the New York Attorney General's office filed a lawsuit against the company alleging that it marked the price of its jewelry and tricked officials into signing illegal, confusing and highly priced financing agreements. In light of these allegations, lawyers who ClassAction.org in cooperation with ClassAction.org want to speak to anyone who entered into a financing agreement with Harris Jewelry. They are investigating whether a class-action lawsuit could be filed in connection with new York's attorney general's lawsuit. The lawsuit alleges that Harris Jewelry engaged in unlawful, fraudulent and deceptive conduct when it entered into financing agreements with and sold jewelry to active service members. Details of the suit's allegations can be read below. The lawsuit alleges that while Harris impersonates a jewelry retailer, the company's real profits come from Harris Program funding contracts that extend to active duty service members. Harris Jewelry advertises the program as a way for service members to build up their credit so they can finance future purchases such as cars. Harris Jewelry employees allegedly use a presentation book to sell the benefits of Harris's financing and only mention jewelry in passing. When the service member agrees to use the Harris program to improve or establish his credit, the seller will show him or her jewelry items and attempt to sell enough of the product to maximize the amount of credit the company can advance, the suit claims. However, the credit amount is not based on the service member's credit score, outstanding debt or potential income, the lawsuit says. Instead, the company allegedly bases the amount of credit on the branch the service member is enlisted in, how long he or she has left on his or her contract, and the category of jewelry they bought. The lawsuit alleges that Harris only extends the credit to those who have at least nine months left of service because the company expects a higher probability of repayment on the contract when the consumer is still in active service. Payments to the suit, are obtained from service members each payday for a specific period of time via a direct deduction from their paychecks or direct debit or debit to the bank account or credit card. The lawsuit alleges that between 90 and 95 percent of Harris jewelry sales are funded through the Harris Program. The lawsuit alleges that Harris Jewelry blows the retail price of its products dramatically more than typical jewelry retailers. According to the suit, Harris charges six to seven - and sometimes 10 times - the wholesale costs of his goods. This is a significant departure from standard practice in the jewelry industry, the suit says, which should usually only double the wholesale cost of an item or at most to triple the price if the store intends to run promotions on the item. For example, Harris sells a red, white and blue infinity pendant for \$399.99. The lawsuit claims Harris bought this item at wholesale for \$45. The retail price therefore represents a nine-fold increase over the wholesale cost of the pendant. The following is a chart from the lawsuit showing the inflation of other Harris Jewelry products: The alleged price growth is further documented by the amount Harris Jewelry insures its shipments for, the suit claims. It's uniform policy, the lawsuit says, for Harris to insurers all shipments for \$300.00, regardless of the content of the shipment itself, despite the vast majority of Harris jewelry being priced in thousands of dollars. Harris reportedly sells protective plans for his jewelry that are marketed as optional. However, the lawsuit claims that some consumers are unaware that they have purchased a protection plan because the product is added to a consumer's installment contract as a routine practice without disclosure to the consumer. These protection plans range from \$39.99 to \$349.99; their costs reportedly depend on the retail price of the jewelry item the service member purchased. Because Harris is inflating the price of jewelry it sells, the lawsuit claims, there is a subsequent increase in the cost of the protection plan being added to the funding agreement. The suit alleges that protection plans were sold on more than 90% of eligible jewelry purchases in 2015 and 2016. Harris charged usurious interest the lawsuit claims that despite the announced 14.99% APR, the actual interest charged by Harris Jewelry is much higher. The lawsuit argues that the advertised interest rate fails to take into account the wild inflation of the retail price of the goods and that in some cases the effective interest rates that Harris charges are more than 300%. For example, a funding contract for Harris' Mother's Medal of Honor lists a principal cost of \$974.31. This includes the price of the medal (\$799), along with the cost of a protection plan, taxes and shipping and handling. With a 14.99% interest rate over a 10-month period, the suit says, the service member will end up paying \$1,039.25. However, when the excess markup and corresponding increase in the cost of the protection plan are correctly categorized as funding fees, the actual APR on a contract for the Medal of Honor is 316%, according to the lawsuit. Harris sold poor quality jewelry Finally claims the lawsuit Harris has received a number of complaints from consumers about the quality of his jewelry. The suit says the most common problems are: Chains breaking jewelry turned skin green Stones fell out With regard to the latest problem, the suit claims some people had their jewelry repaired, only to have gems fall out again and again. If a class action is filed and is successful, service members may be able to recover any additional money they paid out because of Harris Jewelry allegedly illegal and deceptive conduct. It could also change the way the company operates and prevent other people from being deceived by Harris Jewelry marketing. Marketing.

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