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IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

FEB 01 2017

STATE OF OHIO, *ex rel.*  
MICHAEL DEWINE  
ATTORNEY GENERAL OF OHIO

PLAINTIFF,

v.

MARC J. RYDER  
DBA RHI, INCORPORATED,  
  
DEFENDANT.

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE  
CASE NO. 16CV007083

JUDGE RICHARD FRYE  
MAGISTRATE JENNIFER D. HUNT

**FINAL JUDGMENT**  
**ENTRY AND ORDER**

Plaintiff commenced this action with the filing of its Complaint on July 29, 2016 in the Franklin County Court of Common Pleas. The Complaint alleged three causes of action under the Consumer Sales Practices Act ("CSPA") against Defendant Marc J. Ryder DBA RHI, Incorporated ("Defendant"). Defendant Ryder was successfully served by certified mail on August 20, 2016.

Defendant failed to respond within the twenty-eight days allotted under the rules, and Plaintiff moved for default judgment against Defendant on October 5, 2016. On December 6, 2016, the Court granted Plaintiff's motion for default judgment and set a damages hearing for December 21, 2016. On December 19, 2016, Plaintiff filed a Memorandum in Support of Damages and Civil Penalties ("Damages Memo"), in which Plaintiff submitted evidence in support of its request for consumer damages and a civil penalty.

In support of its request for consumer damages, Plaintiff attached to its Damages Memo three affidavits (Exhibits 2-4) from consumers, attesting to the damages each suffered. The

consumers sustained damages after Defendant failed to provide the goods and services for which he accepted the consumers' payments.

On December 21, 2016, the Magistrate conducted a damages hearing. Plaintiff's counsel appeared before the Court and the consumer affidavits were admitted into evidence. At the Magistrate's request, the consumers' affidavits, including the final, executed affidavit of Consumer Arshinkoff, have been separately filed. The Defendant did not appear at the damages hearing.

The Court finds that each consumer sustained individual damages in the amounts set forth in their affidavits, as summarized in Plaintiff's Ex. 1, attached to the Damages Memo.

In its Damages Memo, Plaintiff also explained the basis for the civil penalty requested. Plaintiff made the request pursuant to the CSPA, R.C. 1345.07(D) and provided evidence of the Defendant's violations of the CSPA which permit the imposition of a civil penalty in the amount of \$5,000. The Court finds Plaintiff's request well-taken.

**Based on the above, the Court renders the following Final Judgment Entry and Order against the Defendant.**

#### **FINDINGS OF FACT**

1. Defendant Ryder is a natural person who resides at 3075 Upper Arlington, Ohio 43221.
2. Defendant Ryder was successfully served by certified mail with the summons and Complaint on August 20, 2016 at 3075 Asbury Drive, Upper Arlington, Ohio 43221.
3. Defendant conducts business under the fictitious name "RHI, Incorporated."
4. Defendant has not registered or reported the fictitious business name "RHI, Incorporated" with the Ohio Secretary of State.

5. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services, and failed to deliver some of those goods and services within eight weeks.
6. Defendant has refused to refund consumers' deposits or payments despite consumers' requests for refunds.
7. After receiving payment, Defendant sometimes began work but failed to complete the work.
8. Defendant represented to consumers that he would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
9. Defendant failed to provide notice to consumers of their rights to cancel their transactions within three days.

#### **CONCLUSIONS OF LAW**

10. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
11. Defendant has been properly served with the Complaint and Summons and failed to respond within 28 days.
12. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that Defendant conducted activity giving rise to Plaintiff's claims for relief in Franklin County.
13. The Attorney General is the proper party to commence these proceedings under the authority provided him under R.C. 1345.01 *et seq.* and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.

14. Defendant is a “supplier,” as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly to purchase generators and installation services for a fee, within the meaning of R.C. 1345.01(A).
15. Defendant committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, Ohio Adm. Code 109:4-3-09 and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and permitting eight weeks to elapse without delivering the promised goods and services or issuing a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods and services of equal or greater value as a good faith substitute.
16. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A) by operating under an unregistered, fictitious business name.
17. Defendant used an unregistered, fictitious business name after a court determined that this act or practice violates R.C. 1345.02(A), and after this court decision was made available for public inspection. See *e.g. State ex rel. Celebrezze v. Lloyd*, (Franklin C.P. May 25, 1983), attached as Ex. 5 to Plaintiff’s Damages Memo.
18. Defendant violated the Home Solicitation Sales Act, R.C. 1345.23 and R.C. 1345.02(A), by failing to notify consumers of their rights to cancel their transactions by a specific date.
19. Defendant failed to notify consumers of their rights to cancel their contracts by a specific date after a court determined that this act or practice violates R.C. 1345.02(A), and after this court decision was made available for public inspection. *State ex rel. Petro v.*

*Marzetti*, Case No. 02CVH-08-8507, (Franklin C.P. Oct. 5, 2004) PIF 2282, attached as Ex. 6 to Plaintiff's Damages Memo.

**THEREFORE IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- A. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner described herein.
- B. Defendant, under his own name or any other name, his agents, representatives, salespeople, employees, successors, and assigns, and all persons acting on behalf of Defendant directly or indirectly, through any corporate or private device, partnership or association, is PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.
- C. Defendant is ORDERED to pay consumer damages to consumers identified in affidavits provided to the Court who were injured by the conduct of the Defendant as set forth herein in the amount of \$13,000. Payment shall be made to the Consumer Protection Section of the Office of the Ohio Attorney General for distribution to consumers in the amounts set forth in State's Exhibit 1, attached to Plaintiff's Damages Memo. Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

D. Pursuant to the above finding that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is ORDERED to pay a civil penalty to the Ohio Attorney General in the amount of \$5,000.00, pursuant to R.C. 1345.07(D). Such payment shall be made by certified check or money order, payable to "Ohio Attorney General," and delivered to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

E. Defendant is ENJOINED from engaging in business as a supplier in any consumer transactions in the State of Ohio, until such time as he has satisfied all monetary obligations due hereunder.

F. Defendant is ORDERED to pay court costs.

**IT IS SO ORDERED.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**JUDGE RICHARD FRYE**

Prepared by:

MICHAEL DEWINE  
ATTORNEY GENERAL

/s/ Brandon C. Duck

Brandon C. Duck (0076725)  
Assistant Attorneys General  
Office of the Ohio Attorney General  
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Columbus, Ohio 43215  
Phone: (614) 466-1031  
Fax: (866) 848-1068  
[Brandon.Duck@ohioattorneygeneral.gov](mailto:Brandon.Duck@ohioattorneygeneral.gov)

TO THE CLERK,  
PLEASE SERVE ON THE FOLLOWING:

Marc J. Ryder  
DBA RHI, Incorporated  
2078 Coleman Drive  
Columbus, Ohio 43235

Marc J. Ryder  
DBA RHI, Incorporated  
3075 Asbury Drive  
Upper Arlington, Ohio 43221

Franklin County Court of Common Pleas

**Date:** 01-03-2017  
**Case Title:** OHIO STATE ATTORNEY GENERAL -VS- MARC J RYDER  
**Case Number:** 16CV007083  
**Type:** JUDGMENT ENTRY

It Is So Ordered.

The image shows a handwritten signature in cursive script, which appears to read "Richard A. Frye". The signature is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY COURT OF COMMON PLEAS" around the perimeter and "JANUARY 1803" at the bottom. The signature is written in black ink.

/s/ Judge Richard A. Frye