

G-4801-CI-0202204171-000

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LUCAS COUNTY
2023 APR 14 AM 9:02
COMMON PLEAS COURT
BERNIE GUILTER
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

State of Ohio *ex rel.*
Ohio Attorney General Dave Yost

Plaintiff,

v.

Shaun M. Mancini

and

Mancini Plumbing & Drain LLC

Defendants.

CASE NO. G-4801-CI-202204171-000

JUDGE IAN B. ENGLISH

FINAL JUDGMENT
ENTRY AND ORDER

Plaintiff, the State of Ohio, commenced this action on October 27, 2022 against Defendants Shaun M. Mancini and Mancini Plumbing & Drain LLC. ("Defendants"). The Complaint alleged violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.*

Plaintiff moved for default judgment on December 28, 2022, and the Court entered a Default Judgment Entry and Order against Defendants on January 25, 2023.

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On March 16, 2023, Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief (“Damages Memo”), in which Plaintiff submitted evidence, including consumer affidavits, supporting the amount of consumer damages and civil penalties that Plaintiff was requesting. In their affidavits, the consumers attested to the damages each of them suffered. The evidence established that the consumers sustained monetary damages after Defendants failed to provide the services for which Defendants accepted the consumers’ payments.

The Court finds that the consumers sustained damages in the amount of \$1,560.

In its Damages Memo, Plaintiff also explained the basis for a \$25,000 civil penalty. Plaintiff requested the civil penalty pursuant to R.C. 1345.07(D) and provided evidence of the Defendants’ violations of the CSPA sufficient to warrant imposing a civil penalty. The Court finds Plaintiff’s request for a civil penalty in the amount of \$25,000 well-taken.

Based on the above, the Court restates below the Findings of Fact, Conclusions of Law, and ordered relief included in the Court’s January 25, 2022 Default Judgment Entry and Order, and orders additional relief based on the evidence presented in the Plaintiff’s Damages Memo.

FINDINGS OF FACT

1. Defendant Shaun M. Mancini (“Mancini”) is a natural person residing at 283 N. River Road, Waterville, Ohio 43566.
2. Defendant Mancini Plumbing & Drain LLC (“Mancini Plumbing”) is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State on November 29, 2018.
3. Defendant Mancini at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Mancini Plumbing, causing, personally participating in, or

ratifying the acts and practices of Defendant Mancini Plumbing, including the conduct giving rise to the violations described herein.

4. Defendants are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement goods and services, including but not limited to, plumbing services.
5. Defendants engaged in the business of providing goods and services to consumers, including providing plumbing services, and failed to deliver some of those goods and services within eight weeks.
6. Defendants do not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
7. Defendants accepted substantial payments from consumers, but failed to begin the work for which they were paid.
8. Defendants refused to refund consumers' deposits or payments despite consumers' requests for refunds.
9. After receiving payment, Defendants sometimes began work, but failed to complete the work.
10. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised.
11. At the time of the transactions, Defendants failed to provide proper notice to consumers of their rights to cancel the transactions, including providing a detachable notice of cancellation form.

CONCLUSIONS OF LAW

12. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the Consumer Sales Practices Act ("CSPA").
13. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3) and (6), in that Defendants conducted activity that gave rise to the claims for relief in Lucas County and Lucas County is the county in which all or part of the claims for relief arose.
14. 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.
15. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions," either directly or indirectly, by soliciting or selling home improvement goods or services to "consumers" for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
16. As defined in R.C. 1345.21(A), (C) and (D), the Defendants are "sellers" as they engaged in the business of effecting "home solicitation sales" by soliciting "buyers" at their residences where they sold home improvement services which were primarily for the buyers' personal, family or household use.
17. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making 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 or services of equal or greater value as a good faith substitute.

18. Defendants committed unfair or deceptive acts or practices in violation of the Direct Solicitation Rule, O.A.C. 109:4-3-11(A)(5), and the CSPA, R.C. 1345.02(A), by failing to conform to the requirements of R.C. 1345.21 to 1345.27 and 1345.99 of the Revised Code relative to home solicitation sales in direct solicitations.
19. Defendants violated the HSSA, R.C. 1345.23 and the CSPA, R.C. 1345.02(A), by failing to evidence sales with written agreements that provide proper notice to consumers of their rights to cancel their transactions, including providing seller signed and dated detachable notice of cancellation forms.
20. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For the purposes of affecting this Final Judgment Entry and Order, it is hereby 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 R.C. 1345.01 *et seq.* its Substantive Rules O.A.C. 109:4-3-01 *et seq.*, and the HSSA R.C. 1345.21 *et seq.*, in the manner set forth herein.
- B. Defendants, individually, and doing business as Mancini Plumbing & Drain LLC, or any other names, their officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with them, directly

or indirectly through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive, or unconscionable acts and practices that violate the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, including, without limitation, the conduct described in the Conclusions of Law Paragraphs 17-19.

- C. Defendants are ORDERED, jointly and severally liable, to pay consumer damages to the Ohio Attorney General in the total amount of \$1,560 to be distributed by the Attorney General to the four consumers who provided affidavits attached to the Plaintiff's Damages Memo as Exhibits 1 – 4.
- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, jointly and severally liable, to pay civil penalties, pursuant to R.C. 1345.07(D), to the Ohio Attorney General, in the amount of \$25,000.
- E. Defendants are liable for Plaintiff's costs of collecting on any judgment awarded plus interest, as permitted by statute.
- F. Defendants are ORDERED to pay all court costs.

IT IS SO ORDERED

4/13/23
DATE


JUDGE IAN B. ENGLISH

TO THE CLERK:

Please mail copies of the foregoing Default Judgment Entry and Order to the Defendants at the following address:

SHAUN M. MANCINI
283 N. River Road
Waterville, Ohio 43556

MANCINI PLUMBING & DRAIN LLC
c/o SHAUN M. MANCINI
283 N. River Road
Waterville, Ohio 43556

PREPARED BY:

Timothy W. Effler
Senior Assistant Attorney General
Consumer Protection Section

Counsel for Plaintiff

