

IN THE COURT OF COMMON PLEAS
ALLEN COUNTY, OHIO

FILED
COMMON PLEAS COURT

2021 OCT 14 AM 8:38

STATE OF OHIO *ex rel.*
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

ROBERT EBERLE III
d/b/a T&R RENOVATIONS,

Defendant.

)
)
) MARGIE MURPHY MILLER
) CLERK OF COURTS
) Case No: CV 2021-0157-ALLEN COUNTY OHIO
) Judge: Terri L. Kohlrieser

) CONSENT JUDGMENT AND
) FINAL AGREED ORDER AND
) ENTRY AGAINST DEFENDANTS
)
)
)

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the State of Ohio *ex rel.* Attorney General Dave Yost, charging Defendant Robert Eberle III d/b/a T&R Renovations ("Defendant") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 *et seq.* Plaintiff and Defendant have agreed to settle and resolve the matters contained herein and all claims alleged against Defendant.

By signing this Consent Judgment and Final Agreed Order and Entry ("Consent Judgment"), Defendant submits to the personal jurisdiction of this Court and consents to the entry of this Consent Judgment. Defendant also consents to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce it.

FINDINGS OF FACT

1. Defendant Robert Eberle III is an individual whose address is 211 E. Mechanic St., Wapakoneta, OH 45895.

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2. Defendant, at all times relevant hereto, operated a home improvement construction business under the name "T&R Renovations" and Defendant personally operated, controlled, and directed the activities of said business.
3. Defendant, at all times relevant hereto, solicited and sold home improvement goods and services at the residences of individual consumers in Allen County and other counties in the State of Ohio.
4. In the sale of home improvement goods and services to consumers, Defendant failed to properly notify consumers of their rights to cancel their transactions and failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
5. Defendant did not have a physical business location where his goods were exhibited or where his services were offered for sale on a continuing basis.
6. Defendant accepted monetary deposits and/or payments from consumers for home improvement goods and services, but in some instances failed to provide the services when represented.
7. Despite consumers' demands to do so, Defendant did not refund consumer deposits and/or payments for the home improvement goods and services that Defendant failed to provide.
8. Defendant in some instances provided or attempted home improvement goods and services for consumers, but did so in an incomplete, shoddy, substandard, or unworkmanlike manner and then failed to correct such work.

CONCLUSIONS OF LAW

9. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C.

1345.04 of the CSPA.

10. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3).
11. The Attorney General of Ohio is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by the CSPA.
12. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting and soliciting "consumer transactions" by soliciting individual consumers in the State of Ohio to enter into transactions for home improvement goods and services for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
13. Defendant, at all times relevant hereto, engaged in "home solicitation sales", as defined in R.C. 1345.21(A), as he made personal solicitations of sales at the residences of buyers within the meaning of R.C. 1345.21(A).
14. Defendant 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 more than eight weeks to elapse without providing 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.
15. Defendant committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing incomplete, shoddy, substandard, or unworkmanlike work and

then failing to correct such work.

16. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their transactions and by failing to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
17. The acts or practices described in paragraphs 14 through 16 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. Plaintiff's request for the issuance of a declaratory judgment finding that each act or practice set forth above violates the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.* is hereby GRANTED.
- B. Defendant, doing business under his own name, T&R Renovations, or any other names, together with his officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with him directly or indirectly through any corporate device, partnership or association, in connection with any consumer transaction, is 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, violations of the specific statutes described in this Consent Judgment.

- C. Pursuant to 1345.07(B), Defendant is ORDERED to pay \$90,000.00 in consumer damages. Payment of the foregoing amount shall be made at the rate of \$2,500.00 per month for 36 months. The first payment is due immediately upon entry of this Consent Judgment with the remaining payments to begin on November 1, 2021 and continue on the same day of each subsequent month until paid in full. If all payments are timely made pursuant to this paragraph, the last payment will be due on or before October 1, 2024. Payments will be distributed, at the discretion of the Plaintiff, to the following seven consumers in the amounts set forth below:

Last Name	First Name	Amount
Adams	Barbara	\$10,000.00
Butts	Troy	\$30,000.00
Khaler	Jeremy	\$2,500.00
Laufenburger	Rae	\$3,000.00
Sanders	Marvin	\$30,000.00
Stockwell	Mark	\$3,500.00
Tisdale	Charles	\$11,000.00
	TOTAL	\$90,000.00

- D. Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty of \$75,000.00. Of this amount, \$10,000.00 shall be paid at the rate of \$2,500.00 per month beginning on November 1, 2024 and continuing on the same day of each subsequent month until paid in full. If all payments are timely made pursuant to this paragraph, the last payment will be due on or before February 1, 2025. The remaining balance of \$65,000.00 shall be suspended so long as the foregoing payments are timely made, the consumer damages ordered in Paragraph C are paid in accordance with the

payment schedule set forth therein, and Defendant complies with all the remaining paragraphs of this Consent Judgment.

- E. It is further ORDERED that if Defendant fails to timely make any of the payments due in accordance with the payment schedules set forth in either Paragraph C or D, the remaining consumer damages and civil penalty amounts shall immediately become due and payable.
- F. The payments ordered in Paragraphs C, D, and E above shall be made to the Attorney General via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

- G. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the obligation created by the acceleration provision in Paragraph E of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- H. Defendant is hereby notified that if he fails to make any payment due in accordance herein, the unpaid amount due under this Consent Judgment may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional

collection fees and interest against them pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant to abide by this Consent Judgment, Defendant shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- J. Defendant shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of his business operations.
- K. Defendant shall pay all court costs associated with this action.

IT IS SO ORDERED.

10/14/21
DATE

Teri L. Kohlmeier
JUDGE

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

DAVE YOST
Ohio Attorney General

By: /s/ W. Travis Garrison
W. Travis Garrison (0076757)
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Defendant (Pro Se)