



179626913

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO, EX REL. ATTORNEY GENERAL  
DAVE YOST  
Plaintiff

CLE DOOR CO., LLC, ET AL  
Defendant

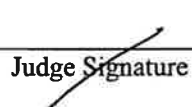
Case No: CV-22-967092

Judge: CASSANDRA COLLIER-WILLIAMS

**JOURNAL ENTRY**

96 DISP.OTHER - PARTIAL

CONSENT JUDGMENT ENTRY IS SIGNED AND ORDERED RECORDED. ORDER ATTACHED. OSJ. PARTIAL.  
PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER  
PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL  
PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

  
Judge Signature

Date

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

**APR 15 2024**

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE**

**FILED**  
2024 APR - 2 3:51  
CLERK OF COURTS  
CUYAHOGA COUNTY

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO <i>ex rel.</i>	)	
ATTORNEY GENERAL	)	CASE NO. 22-CV-967092
DAVE YOST	)	
	)	JUDGE COLLIER-WILLIAMS
Plaintiff,	)	
v.	)	<b><u>CONSENT JUDGMENT AND</u></b>
	)	<b><u>FINAL AGREED ORDER AND</u></b>
CLE DOOR, CO., LLC, et al.	)	<b><u>ENTRY AGAINST DEFENDANT</u></b>
	)	<b><u>MATTHEW PETROFF</u></b>
Defendants.	)	

---

**PREAMBLE**

This matter came upon the filing of a complaint by Plaintiff, the State of Ohio *ex rel.* Attorney General Dave Yost, charging Defendants CLE Door Co., LLC, Joshua Robertson, Matthew Petroff and Thomas DiNardi ("Defendants") with violations of the Ohio 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 and Defendant Matthew Petroff ("Petroff") have agreed to settle and resolve the matters contained herein and all claims alleged against Defendant Petroff.

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

**FINDINGS OF FACT**

1. Defendant Matthew Petroff is a natural person residing at 790 Covington Oval, Kent, Ohio 44240.
2. Defendant CLE Door Co., LLC maintained a storage warehouse, but did 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.

3. Defendant Petroff was a co-owner of Defendant CLE Door Co., LLC, which was a registered with the Ohio Secretary of State in July of 2015 and ceased operations by the end of 2022.
4. Defendant Petroff participated in the daily business activities of Defendant CLE Door Co., LLC.
5. Defendant Petroff, at all times relevant to this action, individually and through CLE Door Co., LLC, solicited individual consumers to enter into consumer transactions for garage doors, gutters and siding.
6. Defendant Petroff, through Defendant CLE Door Co., LLC accepted deposits and/or payments from consumers for garage doors, gutters and siding, but in some instances failed to provide the garage doors, gutters and siding.
7. Defendant Petroff, through Defendant CLE Door Co., LLC accepted deposits and/or payments from consumers for garage doors, gutters, and siding, but in some instances failed to provide timely refunds to consumers and misrepresented the status of requested refunds.
8. Defendant Petroff, through Defendant CLE Door Co., LLC, did not offer consumers the required three-day right to cancel under Ohio law.
9. To date, all consumers have been refunded for garage doors, gutters, and siding, that were not delivered.

### **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. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3).
12. 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.
13. Defendant Petroff was 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 either directly or indirectly for goods and services, including garage doors, gutters and siding, within the meaning of R.C. 1345.01(A).
14. Defendant Petroff 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, specifically garage doors, gutters and siding, and then permitting more than eight weeks to elapse without providing the goods 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 of equal or greater value as a good faith substitute.
15. Defendant Petroff committed unfair or deception acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.
16. Defendant Petroff committed unfair or deception acts or practices in violation of the CSPA, R.C. 1345.02(A) and the HSSA, R.C. 1345.23, by failing to offer the proper notice

of a consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.

**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 Petroff, doing business under his own name or any other names, together with 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, 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. Defendant Petroff is hereby PERMANENTLY ENJOINED from engaging in business as CLE Door Co., LLC.
- D. Pursuant to R.C. 1345.07(D), Defendant is ORDERED to pay a civil penalty of \$30,000.00. \$15,000.00 of this civil penalty is suspended as long as Defendant complies with all provisions of this Consent Judgment, including the payment provisions set forth in Paragraph E. Failure to comply with this Consent Judgment shall make the full civil penalty, including the suspended amount, immediately become due and payable. Payment

shall be made to the Attorney General's Office in accordance with Paragraph E.

- E. The payment ordered in Paragraph D above, shall be made to the Attorney General's Office by via a certified check or money order, made payable to the "Ohio Attorney General's Office" and delivered to:

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

Payments shall be made to the Attorney General's office according to the following payment schedule: Defendant shall pay \$1,500.00 within 14 days of the entry of this Consent Judgment with the remaining payments to begin on May 1, 2024 and continue on the same day of each subsequent month until paid in full. The remaining payments shall be made at the rate of \$330.00 per month for 39 months with a final payment of \$630.00 for the 40<sup>th</sup> month. If all payments are timely made pursuant to this paragraph, the last payment will be due on or before September 1, 2027.

- F. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant Petroff to abide by this Consent Judgment, Defendant Petroff shall be liable to the Ohio Attorney General, should the Ohio Attorney General 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.
- G. Defendant Petroff shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of his business operations.



