

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

RECEIVED
ATTORNEY GENERAL OF OHIO

STATE OF OHIO)
)
IN THE MATTER OF:)
TIFFANY CAUDILL,)
AND TIFFANY CAUDILL)
CREATIVE STUDIO, LLC)

MAY 06 2024

CONSUMER PROTECTION SECTION
DOCKET NO. 614605 PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 30th day of April, 2024 by Tiffany Caudill and Tiffany Caudill Creative Studio, LLC ("Suppliers") and Dave Yost, Attorney General of the State of Ohio ("Attorney General"). For purposes of this Assurance, "Suppliers" mean Tiffany Caudill, personally and individually, and through her use of her company Tiffany Caudill Creative Studio, LLC, her managers, successors, or assigns and all persons acting in concert or participation with her, directly or indirectly, through any corporate device, partnership, association, or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Suppliers have engaged in acts and practices which violate 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.*, has investigated Suppliers pursuant to the authority granted him pursuant to R.C. 1345.06, and;

WHEREAS, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance, and;

WHEREAS, this Assurance is an assurance in writing by Suppliers of their intent to conduct their business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01, *et seq.* and its Substantive Rules; and

WHEREAS, Suppliers, desiring to comply with all aspects of the CSPA, hereby voluntarily enter into this Assurance with the Attorney General.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- (1) The "Effective Date" shall mean the date that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his Consumer Protection Section of Suppliers' business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Suppliers agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its Substantive Rules.

BACKGROUND AND STATEMENT OF FACTS

1. Tiffany Caudill is a former professional photographer who resides at 227 Linda Court, Apt B, Trenton, OH 45067.
2. Tiffany Caudill Creative Studio, LLC is a limited liability company registered with the Ohio Secretary of State. Tiffany Caudill Creative Studio, LLC formerly had a principal place of business at 201 Highland Ave., Apt 3, Hamilton, OH 45011.
3. At all times relevant to this Assurance, Tiffany Caudill controlled and directed the business activities and sales conduct of Tiffany Caudill Creative Studio, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

4. Tiffany Caudill and Tiffany Caudill Creative Studio, LLC were "suppliers" as that term is defined in R.C. 1345.01(C) as they have been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling photography services to individuals in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
5. Suppliers offered photography services to consumers, specifically for events, such as weddings, which require that consumers contract for Suppliers' services months in advance.
6. Suppliers used specialized photography equipment such as cameras, lenses, and light sources to provide these services. Without this equipment, Suppliers are unable to provide services of the expected quality.
7. On July 7, 2022, Suppliers' photography equipment was stolen from their vehicle.
8. Suppliers were unable to deliver on all their existing contracts without their equipment and did not have sufficient funds to purchase replacement equipment.
9. Suppliers posted to their business Facebook account on September 12, 2022, explaining that they would be unable to provide the contracted photography services to most of the customers with whom they had contracts for future services.
10. Suppliers promised consumers that they would receive refunds if Suppliers could not provide them with the contracted services, but Suppliers did not deliver refunds to all consumers who had contracted for their services.
11. Many consumers canceled their contracts with Suppliers after seeing the Facebook post.
12. Prior to the equipment being stolen, Suppliers received deposits from 18 consumers who did not receive the contracted services or receive refunds.
13. The deposits from the 18 consumers totaled \$11,674.00.

14. As of the time of this Assurance, Suppliers are no longer operating the photography business.

COMPLIANCE PROVISIONS

15. Suppliers, individually and doing business under the name Tiffany Caudill Creative Studio, LLC or any other name(s), their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, shall not engage in the acts or practices described in this Assurance and shall not commit further violations of the CSPA, R.C. 1345.01 *et. seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et. seq.* Specifically:

- a. Suppliers shall not commit 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 good and services, specifically photography services, and then permitting eight weeks to elapse without making shipment or deliver of the goods and services ordered, making a full refund, advising the consumer 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.
- b. Suppliers shall not commit unfair, deceptive, and unconscionable acts and practices in violation of the CSPA, R.C. 1345.02(A) and R.C. 1345.03(A), by misrepresenting the status of consumers' orders and refunds, specifically that Suppliers may have been able to deliver on future photography service bookings or provide refunds to consumers when Suppliers believed neither would be possible.

GENERAL PROVISIONS

16. By accepting this written Assurance, the Attorney General agrees to terminate his current investigation into Suppliers' business practices occurring prior to the date of this Assurance, relative to Supplier's practices of failing to deliver photography services.
 17. Suppliers understand and agree that this Assurance applies to any related owners, principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
 18. This Assurance shall be governed by the laws of the State of Ohio.
 19. This Assurance is entered into by Tiffany Caudill individually and as owner/operator of Tiffany Caudill Creative Studio, LLC of her own free and voluntary act, with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
 20. This Assurance does not constitute an approval by the Attorney General of any of Suppliers' business practices, and Suppliers shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of their business practices.
 21. This Assurance sets forth the entire agreement between the Attorney General and Suppliers and supersedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
 22. The Parties acknowledge that no other promises, representations, or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this
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Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

23. Suppliers shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office regarding Suppliers' conduct occurring prior to or after the Effective Date of this Assurance, brought by consumers known at the time or discovered after entering into this Assurance.
24. This Assurance constitutes a public record and shall be placed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).
25. This Assurance shall in no way exempt Suppliers from any other obligation imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices they have engaged in other than those specifically addressed by this Assurance.
26. Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Suppliers under any legal authority granted to the Ohio Attorney General:
 - a. With respect to the transactions which are the subject of this enforcement action if the terms of the Assurance are not fully obeyed, or,
 - b. With respect to transactions or occurrences which are not the subject of this Assurance.

PAYMENT TO THE STATE AND RESTITUTION

27. Suppliers shall pay \$11,674.00 in consumer restitution to the Ohio Attorney General's Office to be distributed by the Attorney General to consumers as listed on Exhibit A. Payment shall be made to the Attorney General's Office according to the following payment schedule: Starting on June 1, 2024, Suppliers shall pay \$250.00 every month for 12 months. Starting on

June 1, 2025, Suppliers shall pay \$300.00 a month for 12 months. Starting on June 1, 2026, Suppliers shall pay \$350.000 a month for 12 months. On June 1, 2027, Suppliers shall make a final payment of \$874. Monthly payments shall be due the first day of each month.

28. As part of the consideration for the termination of this investigation, Suppliers shall pay \$2,000.00 to the Attorney General as reimbursement for investigative and administrative costs associated with this matter. Considering Suppliers' financial statuses, as represented in their submission of documents to the Ohio Attorney General, this payment is suspended in full, if Suppliers comply with all provisions of this Assurance, including the payment provisions in Paragraph 27. Failure to comply with this Assurance, including the payment provisions in Paragraph 27, shall make the \$2,000.00 payment immediately due and owing.
29. Payments made under Paragraph 27 shall be made by delivering a certified check or money order, made payable to the "Ohio Attorney General's Office," and containing the code "CPS" in the memo line, to:

**Financial Specialist
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215**

PENALTIES FOR FAILURE TO COMPLY

30. The Attorney General may assert any claim that Suppliers have violated this Assurance in a separate civil action to enforce the terms of this Assurance against Suppliers and the Court shall apply applicable standards of law to determine damages for any subsequent violations of the CSPA which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07.
31. Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the CSPA and its Substantive Rules, by Suppliers. Evidence of a violation of
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an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in violation of the CSPA, R.C. 1345.01 *et seq.*, if presented after the violation in an action brought under the CSPA, R.C. 1345.01 *et seq.*

WHEREFORE, the Parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

**DAVE YOST
OHIO ATTORNEY GENERAL**

By: 

Christopher Ramdeen (0095623)

Assistant Attorney General

30 East Broad Street, 14th Floor

Columbus, Ohio 43215-3400

Phone: (614) 995-1577

Christopher.Ramdeen@OhioAGO.gov

Counsel for State of Ohio

Date: 5-6-24

Accepted:

By: 

Tiffany Caudill individually and as owner/

Operator of Tiffany Caudill Creative

Studio, LLC

227 Linda Court, Apt B

Trenton, OH 45067

Date: 04-30-24

EXHIBIT A: CONSUMER DAMAGES

Last Name	First Name	County	State	Amount
Agapito	Joan	Norfolk City	VA	\$1,125.00
Carter	Deanna	Union	TN	\$1,000.00
Duffy	Lindsay	Montgomery	OH	\$500.00
Fonner	Reagan	Miami	OH	\$800.00
Foster-Bice	Kaylee	Muskingum	OH	\$1,000.00
Gilbert	Katy	Butler	OH	\$599.00
Guidugli Anderson	McKenzie	Butler	OH	\$650.00
Hall	Tyler	Franklin	OH	\$500.00
Hamilton	Elizabeth	Hamilton	OH	\$500.00
Hilligan	Carrie	Hamilton	OH	\$725.00
McLaughlin	Sarah	Montgomery	OH	\$525.00
Rupert	Caitlyn	Huntington	IN	\$600.00
Schwabenbauer	Julia	Franklin	OH	\$500.00
Teague	Beth	Hamilton	OH	\$450.00
Whitt	Allison	Lawrence	OH	\$650.00
Tanner	Melanie	Butler	OH	\$550.00
Stropes-Estep	Kelly	Clermont	OH	\$500.00
Cassity-Hildreth	Sarah	St. Mary's	MD	\$500.00

TOTAL: \$11,674.00

