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CI2024-04386

FILED LUCAS COUNTY

1st of April, 2025 10:47:24

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

**COMMON PLEAS COURT
BERNIE QUILTER, CLERK**

**CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE**

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

ROBERT HOFFMAN, et al.

Defendants.

)
) CASE NO. CI2024-04386

)
) JUDGE ERIC A. MARKS

)
) FINAL ENTRY AND
) ORDER AGAINST DEFENDANTS

This cause came to be heard upon Plaintiff's Memorandum in Support of Damages and Other Requested Relief. The Court granted Plaintiff's Motion for Default Judgment against Defendants Robert Hoffman ("Hoffman") and Sylvania Handyman LLC ("Sylvania Handyman") (collectively "Defendants") on February 11, 2025. Pursuant to the Courts Default Judgment Order, Plaintiff timely filed its Memorandum in Support of Damages and Other Relief on February 26, 2025.

Plaintiff attached the sworn affidavits of two consumers who suffered a total of \$10,430.81 in monetary damages as a result of Defendants' violations. Plaintiff's Memorandum also provided support for its request that Defendants be ordered to pay at least \$10,000.00 in civil penalties. Plaintiff's Memorandum also set forth the basis for the additional relief that Plaintiff requested in its Complaint, including declaratory and injunctive relief.

The Court finds all of Plaintiff's requests well-taken. The evidence establishes that the two consumers who submitted affidavits sustained monetary damages totaling \$10,430.81 and that the imposition of a total of \$10,000.00 in civil penalties is appropriate and permitted by R.C. 1345.07(D).

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Based on the above, the Court renders a final judgment order and entry against Defendants, including restating Findings of Fact, Conclusions of Law from its February 11, 2025 Default Judgment Order, and issuing additional Final Orders.

FINDINGS OF FACT

1. Defendant Robert Hoffman is a natural person residing at 6632 Maplewood Avenue, Apt. 207, Sylvania, OH 43560.
2. Defendant Sylvania Handyman, LLC was registered on June 23, 2020, with the Ohio Secretary of State as an Ohio Limited Liability Company with Robert Hoffman as the Principal Officer and Statutory Agent.
3. Defendant Hoffman's business operated out of Defendant Hoffman's home at 6632 Maplewood Avenue, Apt. 207, Sylvania, OH 43560-1941.
4. Defendants 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.
5. Defendants solicited and sold home improvement goods and services to consumers at the residences of consumers.
6. Defendants accepted down payments from consumers for home improvement goods and services.
7. In some instances, after receiving a down payment, Defendants failed to deliver home improvement goods or services.
8. In some instances, Defendants represented to consumers that supplies had been ordered despite Defendants not having placed such orders.

9. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
10. In some instances, Defendants have offered to issue a refund of a consumer's deposits and then failed to do so.
11. Defendants failed to offer consumers a three day right to cancel their contracts.

CONCLUSIONS OF LAW

12. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07.
13. The actions of Defendants have occurred in Ohio, including Lucas County, and as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), RC. 1345.01 et seq, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq. and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq.
14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) and (3) in that Lucas County is the county where Defendants are located and conducted activity that gave rise to the claims for relief.
16. Defendant Hoffman at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Sylvania Handyman, LLC causing, personally participating in, or ratifying the acts and practices of Defendant Sylvania Handyman, LLC, including the conduct giving rise to the violations described herein.

17. Defendants are each a “supplier,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for the home improvement goods and services for a fee, 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).
18. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 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.
19. Defendants committed unfair or deceptive 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.
20. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01, et seq. and the HSSA, R.C. 1345.21 et seq. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For the purposes of affecting this Default 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**, pursuant to R.C. 1345.07(A)(1), that the acts and practices set forth above violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq., in the manner set forth herein.
- B. Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under their own or any other names, are **PERMANENTLY ENJOINED**, pursuant to R.C. 1345.07(A)(2), from engaging in any acts or practices that violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 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 14 and 15.
- C. Defendants are **ORDERED**, pursuant to R.C. 1345.07(B), jointly and severally liable to pay \$10,430.81 in actual damages to the consumers injured by Defendants' conduct as set forth herein. Payment shall be made to the Ohio Attorney General's Office to be distributed to consumers and is due within seven days of the entry of this judgment.
- D. Defendants are **ORDERED**, pursuant to R.C. 1345.07(D), jointly and severally liable to pay a civil penalty of \$10,000.00. Payment shall be made to the Ohio Attorney General's Office and is due within seven days of the entry of this judgment.
- E. Defendants are **ENJOINED**, pursuant to R.C. 1345.07(B), from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action have been satisfied.
- F. Defendants are **ORDERED** to pay Plaintiff its costs incurred in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.

G. Defendants are **ORDERED** to pay all court costs associated with this matter.

IT IS SO ORDERED.

3/31/2025

DATE



JUDGE ERIC A. MARKS

Entry Prepared and Approved By:

DAVE YOST
OHIO ATTORNEY GENERAL

/s/Drew Smith

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