STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

IN THE MATTER OF	)	
	)	DOCKET NO. 2025 – INV - 0004
Garage Door & Gate LLC	)	
	)	
and	)	
	)	
Garage Door Service dba Ohio Garage Door	)	
	)	
and	)	
	)	
Garage D Pro, Inc.	)	
	)	
and	)	
	)	
Garage Pro Ohio dba Garage Pro	)	
	)	
and	)	
	)	
BSK Group, LLC	)	
	)	
and	)	
	)	
Ben San Khalfi, individually	)	
	)	
and	)	
	)	
Adi Eibigli, individually	)	
	)	
and	)	
	)	
Igal Smorodin, individually	)	

RECEIVED
ATTORNEY GENERAL OF OHIO
APR 23 2026
CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 31st day of March 2026 by Ohio Attorney General Dave Yost, ("Attorney General") and Garage Door & Gate LLC, Garage Door Service dba Ohio Garage Door, Garage D Pro, Inc., Garage Pro Ohio, Garage Pro, Garage Door Repair, BSK Group, LLC, Ben San Khalfi, individually, Adi Eibigli, individually, and Igal Smorodin, individually (collectively, "Suppliers"). For purposes of this

Assurance, Suppliers includes Garage Door & Gate LLC, Garage Door Service dba Ohio Garage Door, Garage D Pro, Garage Pro Ohio, Garage Pro, Garage Door Repair, BSK Group, LLC, Ben San Khalfi, individually, Adi Eibigli, individually, and Igal Smorodin, individually and their officers, partners, managers, successors, or assigns and all persons acting in concert or participation with them, directly or indirectly, through any corporate device, partnership, association, or affiliation.

WHEREAS, the Attorney General has investigated Suppliers pursuant to the authority granted the Attorney General pursuant to R.C. 1345.06 of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*;

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

WHEREAS, this Assurance documents Suppliers' intent to conduct its business in a manner designed to comply with all provisions of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109-4-3-01 *et seq.*; 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 the 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, the HSSA, and their Substantive Rules.

BACKGROUND AND STATEMENT OF FACTS

(4) Garage Door & Gate LLC is a Florida limited liability company, operating and conducting business in the State of Ohio under the names Garage Door Service dba Ohio Garage Door, Garage D Pro, Garage Pro Ohio, Garage Pro, Inc., BSK Group, LLC, and Garage Door Repair (collectively " Covered Entities").

(5) Suppliers operate from 400 NE 3rd Ave., Apt 1712. Ft. Lauderdale, Florida 33301 and 10501 Landings Way, Apartment 367, Miamisburg, Ohio 45342.

(6) The Covered Entities are not registered to do business with the Ohio Secretary of State.

(7) Ben San Khalfi ("Khalfi"), Adi Eilbigli ("Eilbigli"), and Igal Smorodin ("Smorodin") (collectively "Individual Suppliers") are natural persons who have ownership interest in or have operated the Covered Entities.

(8) At all times relevant to this Assurance, the Individual Suppliers were the owners of the Covered Entities and directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of the same, including the conduct described in this Assurance.

(9) Suppliers are each a "supplier" as that term is defined in R.C. 1345.01(C), as they were engaged in the business of effecting and soliciting consumer transactions, within the meaning specified in R.C. 1345.01(A). Suppliers conduct "home solicitation sale[s]" as that term is defined in R.C. 1345.21(A), as they were engaged in the personal solicitation of a sale at the residence of a buyer.

(10) Suppliers do not have a retail business establishment having a fixed permanent location where goods or services are offered for sale on a continuing basis.

(11) Suppliers have engaged in the business of effecting "consumer transactions" by soliciting, offering for sale and selling home improvement goods, repairs, and services, namely the replacement and repair of garage doors, to individuals for purposes that were primarily personal, family, or household, within the meaning specified in R.C. 1345.01(A) and (D).

(12) Suppliers advertise their services through their websites (garageproohio.com), advertisements on Google.com, and outbound telephone calls to consumers.

(13) Suppliers' advertisements on Google.com target various counties, townships, municipalities, and cities across Ohio. Suppliers pay Google for search engine optimization of their advertisements and pay to have their advertisements appear to those who search using specified keywords on Google in a specific geographical area.

(14) In their advertisements, Suppliers represent that they are 1) local, 2) licensed, 3) insured, 4) provide a free estimate, and 5) are top-rated in the geographical area of Ohio the advertisement is shown in, when such is not the case.

(15) Upon receiving an online consumer inquiry or a phone call from a consumer, Suppliers dispatch a garage door repair technician to the consumer's residential property to inspect the work requested.

(16) Suppliers provide garage door parts to Suppliers' technicians. Suppliers claim that these parts are high quality specialty parts necessary for the consumer's standard residential garage doors. However, multiple consumers' repairs were conducted with a part available at a local big box store for significantly less than the consumer was charged for the part.

(17) Following the inspection, technicians, at times, provide a partial oral estimate to the consumer detailing the cost associated with the goods to be provided and the services to be completed. However, upon completion of the work, Suppliers' technicians charge consumers a significantly higher price.

(18) In some instances, Suppliers' technicians did not provide an oral or written estimate to the consumer prior to starting the work.

(19) Suppliers use high-pressure tactics to get consumers to pay for Suppliers' services. In some instances, instead of providing the requested quote, Suppliers' technicians performed the work and refused to leave the consumer's residence until they were paid.

(20) Suppliers use high-pressure tactics to get the consumers to pay the elevated price charged. These tactics include, but are not limited to, the following: requiring the consumer to pay all cash, following the consumer to the bank to watch the consumer take out cash to pay Supplier, and physically remaining on or in proximity to the consumer's property until the consumer paid the technician.

(21) Suppliers represent to consumers that their garage door repair or replacement is covered by a variable year warranty offered by Supplier.

(22) Suppliers represent to consumers that their technicians will undertake and complete various garage door replacements and repairs and have, in some instances, failed to deliver the contracted for goods and services within eight weeks of the contract date or promised start date.

(23) In some instances, Suppliers began to provide the services but did not complete the work.

(24) In some instances, Suppliers committed mathematical errors, charged consumers a price in excess of the price the consumer should have been charged, and failed to refund the consumer the overpayment.

(25) In some instances, Suppliers commenced work upon consumers' property, but the work done was shoddy, substandard, and unworkmanlike.

(26) In some instances, Suppliers failed to correct such shoddy, substandard, and unworkmanlike work.

(27) Consumers complain that, in some instances, when consumers have requested Suppliers complete or correct the shoddy and substandard repairs/replacements, Suppliers delayed providing services, resulting in periods during which consumers did not have properly functioning garage doors.

(28) In some instances, when consumers attempted to submit inquiries to Suppliers about the shoddy work, they were often unable to reach Suppliers.

(29) In many instances, Suppliers informed consumers that a time limited warranty was included with their purchase but failed to fulfill their obligations when consumer submitted claims under the warranty.

(30) In some instances, Suppliers provided estimates to consumers for repairs, but consumers were charged more than the amount quoted.

(31) In some instances, Suppliers failed to provide an estimate to consumers despite their request for an estimate. Instead, Suppliers completed the work despite the consumers' request for a quote and lack of authorization to proceed.

(32) Suppliers failed to provide consumers with a form notifying the consumers of their right to a written estimate, oral estimate, or no estimate.

(33) Suppliers conducted home solicitation sales and failed to provide consumers with a detachable form in duplicate notifying consumers of their right to cancel the sale any time prior to midnight on the third business day of the transaction.

COMPLIANCE PROVISIONS

(34) Suppliers shall make good faith efforts to resolve any complaints received by the Consumer Protection Section of the Attorney General's Office or by the Better Business Bureau.

(35) Suppliers shall register all unincorporated entities with the Ohio Secretary of State within 30 days of the entry of the Effective Date.

(36) Suppliers shall update their invoices, contracts, and forms to comply with 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.*. as described below within 30 days of the Effective Date. This includes, but is not limited to the following:

a. Update Suppliers invoices, contracts, and forms to provide a detachable notice of their right to cancel the transaction within three business days, in duplicate, with the notice language included in R.C. 1345.23(B).

b. Update Suppliers invoices, contracts, and forms to notify a consumer of their right to a written estimate, oral estimate, or no estimate, in compliance with Ohio Adm.Code, 109:4-3-05.

(37) Suppliers shall produce a sample copy of each and every invoice, contract, or form that has been updated by Supplier to comply with the Ohio Adm. Code, the CSPA, and the HSSA to Paige Weinstein at Paige.Weinstein@OhioAGO.gov within 35 days of the Effective Date.

(38) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A)

and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09, by accepting money from consumers for goods or services and permitting eight weeks to elapse without delivering the promised goods or making full refunds.

(39) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by representing that specialty home improvements parts are necessary to repair or replace the consumer's garage door, when such is not the case.

(40) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by misrepresenting the source, quality, and cost of the home improvements parts used by Supplier.

(41) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by commencing home improvement work without permission from the consumer.

(42) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by entering into contracts with consumers to services, including those described herein, but then providing some of the contracted services in a shoddy and substandard manner and then failing to correct such work.

(43) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by providing inadequate and unfair customer service.

(44) Suppliers shall not engage in unfair and deceptive acts or practices under the Repairs and Services Rule, Ohio Adm.Code 109:4-3-05(D)(11), by materially understating or misstating the estimated cost of the repair or service.

(45) Suppliers shall not engage in unfair and deceptive acts or practices under the Repairs and Services Rule, Ohio Adm.Code 109:4-3-05(A)(1), by failing, at the time of the initial face-to-face contact and prior to the commencement of any repair/service, where the anticipated

costs exceed $25, to provide consumers with a form which clearly and conspicuously advises them of their right to receive a written or oral estimate.

(46) Suppliers shall not engage in unfair or deceptive acts or practices under R.C. 1345.02(A), by applying high-pressure tactics to convince a consumer to pay Supplier's price for garage door repair or replacement services.

(47) Suppliers shall not engage in unfair and deceptive acts or practices under R.C. 1345.02(B)(10), by representing that their home improvement services have a warranty provided by Supplier, when such was not the case.

(48) Suppliers shall not engage in unfair and deceptive acts or practices under R.C. 1345.02(A), by offering a warranty to consumers and failing to honor that warranty.

(49) Suppliers shall not engage in unfair and deceptive acts or practices under the Repairs and Services Rule, Ohio Adm.Code 109:4-3-05(D)(16), by failing to disclose to the consumer prior to the commencement of any repair or service, that any part of the repair or service will be performed by a person other than the supplier or the supplier's employees if the supplier disclaims any warranty of the repair or service performed by that person, the nature of the repair or service which that person will perform, and if requested by the consumer, the identity at that person.

(50) Suppliers shall not commit unconscionable acts and practices under R.C. 1345.03(B)(3), by entering into a consumer transaction knowing the price was substantially in excess of the price at which similar services were readily obtainable in similar consumer transactions by like consumers.

(51) Suppliers shall not engage in deceptive acts or practices under the HSSA, R.C. 1345.23(B) and Direct Solicitations Rule, Ohio Adm.Code 109:4-3-11(A)(5), by failing to include

appropriate cancellation language in the contracts entered into with consumers, failing to give consumers a separate, appropriate "notice of cancellation" required by R.C. 1345.23(B)(2) or otherwise informing consumer of how and when to give notice of cancellation as required by R.C. 1345.23(B)(3).

GENERAL PROVISIONS

(52) 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 Suppliers' practice of failing to provide the goods or services purchased by consumers.

(53) 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.

(54) This Assurance shall be governed by laws of the State of Ohio.

(55) This Assurance is entered into by Suppliers of their own free and voluntary act, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.

(56) This Assurance does not constitute an approval by the Attorney General of any of the Suppliers' business practices, and the 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.

(57) 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.

(58) The Parties hereto 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 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.

(59) 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.

(60) This Assurance constitutes a public record and shall be filed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).

(61) This Assurance shall in no way exempt Suppliers from any other obligation imposed by law, and nothing contained herein shall relieve Suppliers of any legal responsibility for any acts or practices they have engaged in other than those specifically addressed by this Assurance.

(62) As consideration for the relief agreed to herein, if the Attorney General determines that Supplier is in violation of the Assurance, and if, in the Attorney General's discretion, the Supplier's violation does not threaten the health or safety of the citizens of the State of Ohio and/or does not create an emergency requiring immediate action, the Attorney General will notify Supplier in writing of such violation. Within seven (7) calendar days from receipt of such notice from the Attorney General, Supplier shall provide a good faith

written response to the Attorney General explaining in detail why Supplier is in compliance with the Assurance or how the violation occurred and how Suppliers has resolved it or plans to resolve it.

(63) 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 with respect to transactions or occurrences which are not the subject of this Assurance.

RESTITUTION

(64) As part of the consideration for termination of the Attorney General's investigation, Suppliers agree to provide a complete refund of the purchase price in the total aggregate amount of $26,874.55 for the ten consumers that submitted complaints to Suppliers and to the Attorney General, listed in Exhibit A. This payment shall be made to the Consumer Protection Section of the Ohio Attorney General's Office, to be deposited into the Consumer Protection Section's holding account for distribution to consumers. Payment is due upon the Effective Date of this Assurance and shall be made by delivering a certified check or money order, containing the code "Ohio Garage Door - Restitution" in the memo line, and payable to the "Ohio Attorney General's Office," to:

Financial Specialist
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

PAYMENT TO THE STATE

(65) As part of the consideration for termination of the Attorney General's investigation,

Suppliers shall make a payment to the Consumer Protection Section of the Ohio Attorney General's Office in the total amount of $ $71,874.55 with $45,000.00 of that amount paid as reimbursement for investigative and administrative costs associated with this matter. This payment shall be deposited into the Consumer Protection Enforcement Fund, for use by the Attorney General's Consumer Protection Section, as provided in R.C. 1345.51. Payment is due upon the Effective Date of this Assurance and shall be made by delivering a certified check or money order, containing the code "Ohio Garage Door - Penalty" in the memo line and payable to the "Ohio Attorney General's Office," to:

Financial Specialist
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215

PENALTIES FOR FAILURE TO COMPLY

(66) 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 which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07. 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 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.

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SIGNATURES

Accepted:

DAVE YOST
ATTORNEY GENERAL

By. *Paige E. Weinstein* Date: 4/21/2026

Paige Weinstein
Assistant Attorney General
Consumer Protection Section
8040 Hosbrook Road, Suite 300
Cincinnati, Ohio 45236
(614)852-1542
Paige.Weinstein@OhioAGO.gov
Counsel for the Ohio Attorney General

Accepted:

Garage Door & Gate LLC

By: _____ Date: 04/21/26

Garage Door Service
dba Ohio Garage Door

By: _____ Date: 04/21/26

Garage D Pro, Inc.

By: _____ Date: 4/16/2026

Garage Pro Ohio dba
Garage Pro

By: _____ Date: 04/21/26

Garage Door Repair

By: _____ Date: 04/21/26

BSK Group, LLC

By: _____ Date: 04/16/26

Ben San Khalfi, individually

By: _____ Date: 04/16/26

Adi Eibigli, individually

By: _____ Date: 4/16/26

Igal Smorodin, individually

By: _____ Date: 04/16/26

Stuart Kaplan, Counsel for all entities and individuals named herein

By: _____ Date: 4/21/2026

EXHIBIT A

Name	Address	City	State	Zip	Restitution Amount
David Brokaw	5765 Clearwater Dr	Mason	OH	45040	$ 4,000.00
Lisa Corral	2522 N Creek Cir	Spring Valley	OH	45370	$ 2,095.00
Carmen Davis	111 Kimberly Pl	Circleville	OH	43113	$ 450.00
Debra Greer	2113 Hillrose Ct	Cincinnati	OH	45240	$ 5,000.00
Bernard Gunya	682 E 305th St	Willowick	OH	44095	$ 800.00
Lounerlie Jacques	5142 Northcliff	Columbus	OH	43229	$ 2,521.00
Beryl Reed	1591 Lusch Rd	Marion	OH	43302	$ 4,740.25
Allen Shipp	2902 Astor Ave	Columbus	OH	43209	$ 2,445.00
John Williams	123 Eastview Dr	Urbana	OH	43078	$ 4,173.30
Paige Williams	5602 Woodmansee	Liberty Township	OH	45011	$ 650.00
				Total	**$ 26,874.55**