

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

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: CI2024-04386
30 E. Broad St., 14 th Floor)	
Columbus, Ohio 43215)	Marks, Eric A.
)	Judge:
Plaintiff,)	
v.)	
)	
SYLVANIA HANDYMAN, LLC)	COMPLAINT AND REQUEST FOR
6632 Maplewood Avenue, Apt. 207)	DECLARATORY JUDGMENT,
Sylvania, Ohio 43560-1941)	INJUNCTIVE RELIEF, CONSUMER
)	RESTITUTION, CIVIL PENALTIES,
and)	AND OTHER APPROPRIATE RELIEF
)	
ROBERT B. HOFFMAN)	
6632 Maplewood Avenue, Apt. 207)	
Sylvania, Ohio 43560-1941)	
Defendants.)	

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 *et seq.*
2. The actions of Sylvania Handyman, LLC and Robert B. Hoffman, individually and doing business as Sylvania Handyman, LLC ("Defendants"), hereinafter described, have occurred in Lucas County and other counties in the State of Ohio and, as set forth below, are in violation

of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *et seq.* and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. 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.

DEFENDANTS

5. Defendant Robert Hoffman is a natural person residing at 6632 Maplewood Avenue, Apt. 207, Sylvania, OH 43560.
6. 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.
7. 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).
8. 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.

STATEMENT OF FACTS

9. Defendant Robert Hoffman business operated out of Defendant Robert Hoffman's home at 6632 Maplewood Avenue, Apt. 207, Sylvania, OH 43560-1941.
10. 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.
11. Defendants solicited and sold home improvement goods and services to consumers at the residences of consumers.
12. Defendants accepted down payments from consumers for home improvement goods and services.
13. In some instances, after receiving a down payment, Defendants failed to deliver the home improvement goods or services.
14. In some instances, Defendants represented to consumers that supplies had been ordered despite Defendants not having placed such orders.
15. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.
16. In some instances, Defendants have offered to issue a refund of a consumer's deposits and then failed to do so.
17. Defendants failed to offer consumers a three day right to cancel their contracts.

PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATION OF THE CSPA

FAILURE TO DELIVER

18. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

19. 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.

PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATION OF THE HSSA

FAILURE TO OFFER THREE DAY RIGHT TO CANCEL

20. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

21. Defendants 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.

22. 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).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates 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 in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the 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 these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating 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.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST
OHIO ATTORNEY GENERAL

/s/Drew Smith

DREW SMITH (0070188)

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