

MAY 21 2025

ADMINISTRATIVE HEARING PROCESS

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND,

Proponent,

v.

DANIEL J. TIFFIN, *et al.*,

Respondents.

IN THE

CONSUMER PROTECTION DIVISION

OF THE

OFFICE OF THE ATTORNEY GENERAL

CPD Case No: 24-008-372556

OAH Case No: OAG-CPD-04-24-11237

FINAL ORDER

1. The Consumer Protection Division of the Office of the Attorney General (the “Agency”)¹ hereby orders Respondent Gerald Stringer (the “Respondent”) to cease and desist from violating the Consumer Protection Act and to take affirmative action pursuant to § 13-403(b)(1) of the Consumer Protection Act as described herein.

2. Also named as Respondents in this matter were Daniel J. Tiffin, Bradley Tiffin and STI Leasing, Inc. On September 19, 2024, Respondents Daniel J. Tiffin and Bradley Tiffin each agreed to Final Orders by Consent resolving the charges against them. On September 23, 2024, the Proponent filed a Stipulated Dismissal without Prejudice dismissing charges against STI Leasing, Inc.

Findings of Fact and Conclusions of Law

3. The Agency hereby incorporates the Findings of Fact and Conclusions of Law attached hereto as Exhibit A, subject to the following modifications based on the Ruling On Exceptions:

¹ The Consumer Protection Division acting in its capacity as a quasi-judicial agency is referred to herein as the “Agency,” while the Consumer Protection Division acting as the Proponent in the instant matter is referred to as “Proponent.”

- a. On page 74, after the definition of “consumer,” the following language is added:

A consumer is also defined to include: “A fraternal, religious, civic, patriotic, educational, or charitable organization that purchases, rents, or leases goods or services for the benefit of the members of the organization.” Md. Code, Com. Law § 13-101(c)(2)(iv).

- b. The last sentence of Section C on page 79 is amended to read “under sections 13-301(1) ***and (3)*** in violation . . .” (added language in bold and italics).
- c. The minimum total amount owned in refunds identified in Finding of Fact No. 320 is replaced with \$139,431.20.

Application

4. The provisions of this Final Order shall apply to the Respondent and any partnership, corporation, or entity in which he, currently or after the date of this Final Order, has an ownership interest or control, or for which he establishes policy or has the authority to establish policy.

Definitions

5. The term “athletic equipment” means gear, materials, tools and apparel that are used in sports or a physical activity.

Injunctive Provisions

6. Respondent shall immediately cease and desist from engaging in any unfair or deceptive trade practices in violation of the Consumer Protection Act in connection with the offer, sale or performance of athletic equipment.

7. Respondent shall not make any misrepresentation that has the capacity, tendency, or effect of misleading any consumer in connection with the offer or sale of athletic equipment.

8. Respondent shall not fail to state any material fact, the omission of which would deceive or tend to deceive a consumer, in connection with the offer or sale of athletic equipment.

9. Respondent shall not offer or sell any consumer goods or services to consumers

unless he is able to provide such goods and services.

10. Respondent shall maintain all deposits and other advance payments collected from a consumer in connection with the offer or sale of consumer goods or services in trust for the benefit of the consumer. Respondent shall only use such advance payment or deposit to:

- a. return all or a portion of the sum to the buyer;
- b. pay documented claims of persons who have furnished labor or material in connection with the services purchased by the consumer;
- c. pay for documented purchases of materials necessary to provide the goods or services promised to the consumer; or
- d. satisfy the final payment after all promised goods and services have been provided to the consumer.

Respondent shall maintain documentation of all deposits and other advance payments made by consumers, and shall, upon request, promptly provide the documentation to the consumer or to the Agency.

11. Respondent shall not expressly or impliedly misrepresent his willingness or ability to provide refunds to consumers and shall pay all refunds due or promised to consumers within five (5) business days of either (i) the date of receiving a refund request or (ii) the date the Respondent agreed to provide a refund.

12. For at least ten (10) years from the date of this Final Order, Respondent shall maintain records concerning all athletic equipment that he provides and all payments he accepts for athletic equipment. Respondent shall produce to the Agency upon request the documents that must be maintained pursuant to this paragraph.

13. Respondent is barred from taking any payments, deposits, or other consideration

from consumers in advance of providing an offered good unless Respondent first provides the Agency with a surety bond (the "Bond") in the amount of Three Hundred Thousand Dollars (\$300,000.00) that is in a form acceptable to the Agency and that meets the following conditions:

- a. The Bond shall be issued by a surety licensed to do business in Maryland (the "Surety") and shall provide that the Respondent and the Surety are held and firmly bound to consumers who suffer any damage or loss in connection with Respondent's failure to provide any purchased good or service.
- b. The Bond shall permit any consumer who suffers any damage or loss in connection with the Respondent's failure to provide any purchased good or service to file a claim for the consumer's damage or loss with the Surety and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by the consumer in connection with that Respondent's failure to provide any purchased good or service, as well as the costs of the legal action.
- c. The Bond shall also permit the Proponent to file a claim with the Surety for any damage or loss suffered by a consumer in connection with that Respondent's failure to provide any purchased good or service and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction and to recover against the Surety any damage or loss suffered by a consumer in connection with that Respondent's failure to provide any purchased good or service, as well as the costs of the legal action.
- d. The Bond shall also permit the Proponent to file a claim with the Surety for costs and expenses it incurs in connection with its enforcement of this Final Order and, if the claim is not paid, to bring an action based on the Bond in a court of competent jurisdiction for the costs and expenses incurred by the Proponent in connection with its enforcement of

this Final Order.

e. The Bond posted by the Respondent pursuant to this paragraph shall remain in effect until five (5) years from the date the last claim is made, or if no claims are made, five (5) years from the date it is first posted.

f. Respondent shall provide the Agency with a copy of any Bond he obtains and shall maintain accurate records of all premium payments made on it and claims and payments made from it. Commencing ninety (90) days from the date that the Respondent obtains the bond and annually thereafter for the duration of the Bond, Respondent shall provide the Proponent with copies of all such records he maintains concerning any Bond he obtains.

g. If a claim is filed with a Surety by the Proponent, notice shall be given by mailing a copy of the claim to the Respondent. Any notice to the Respondent made under this or any other subparagraph shall be made consistent with paragraph 44.

14. Respondent shall include in any contract or other agreement he enters into with consumers for any good or service the following information:

a. A notice informing the consumers of the name, address and telephone number of the surety that provides the bond required under paragraph 13 and informing consumers of their ability to file claims with the surety if they suffer any damage or loss in connection with Respondent's failure to provide any purchased good or service; and

b. a notice informing consumers that if they have any complaint concerning Respondent's failure to provide any purchased good or service, they may contact the Consumer Protection Division at 200 St. Paul Place, 16th Floor, Baltimore, MD 21202; (410) 576-6300 or toll-free: (888) 743-0023.

Restitution

15. The Agency finds that Respondent harmed consumers when he took deposits and other advance payments from consumers for athletic equipment that he failed to provide.

16. Respondent is liable for the payment of restitution equal to all payments that he received from consumers for athletic equipment that he failed to provide, less any amounts that have already been refunded to consumers by the Respondent or pursuant to the Final Orders by Consent that were separately entered by the Agency in this matter with Daniel J. Tiffin and Bradley Tiffin (the "Restitution Amount").

17. Within thirty (30) days from the date of the entry of this Final Order, the Respondent shall pay restitution to the Agency in the amount of One Hundred and Fifty Thousand Dollars (\$150,000.00). The Agency shall deposit the payment required under this paragraph into a bank account managed by the Agency (the "Restitution Account"). The Proponent shall distribute the payment required under this paragraph, and all other payments that the Respondent is directed by the Agency to pay to satisfy the Restitution Amount, to consumers who were harmed due to Respondent's unfair and deceptive trade practices as found by the Agency.

18. Based on the uncontested record of this case, the following consumers are owed the following amounts for payments they made to Respondent for athletic equipment that the Respondent failed to provide:

Allatoona High School (Amanda Edwards)	\$5,982.00
Auburn University Athletics (Latisha Durroh)	\$4,527.00
Joanne Barta	\$129.00
Bay Rockets Association (Matthew Spellman)	\$14,181.60
Bolton Honea Path High School (Matthew Wurst)	\$8,318.00
Buckhannon-Upshur High School (Mary Hull)	\$1,600.00
Charleton Dudley Athletic Youth Cheer (Melissa Lotter)	\$2,110.00
Denver Dragons Wrestling Club (David Smith)	\$5,589.00
East Carolina Christina Cheerleading (Connie Leech)	\$2,132.00
Ed White High School (Bachir Saoud)	\$7,585.00

Greater Rochester Cheerleading (Valerie Snelgrove)	\$6,940.00
Helper Middle School (Brittany Draper)	\$2,979.00
Nicole Hightower	\$1,180.00
Holly Grove Middle School (Nicholas Zimmerman)	\$3,615.00
Holyoke High School (Julie Rochefort)	\$4,985.60
Gerald Lafon	\$1,570.00
Cheryl Leone	\$569.00
Rachel Malsin	\$4,355.60
Marion Local Athletic Boosters	\$7,455.00
Mountain Home High School (Scoot Mederios)	\$17,013.40
N. Canton Cheerleading Parent Assoc. (Jodi Slonaker)	\$9,232.00
Pocono Mountain Youth Wrestling (Michael Hollar)	\$1,700.00
Ridgefield Youth Football & Cheer (David Bonilla)	\$6,095.00
Rupert Croft	\$801.00
Sycamore War Eagle Wrestling Assoc. (Jennifer Hamblin)	\$7,250.00
Western Piedmont Community College (Robin Hall)	\$7,325.00
YMCA of South Hampton Roads (Christine Duncan)	\$4,212.00
Total	\$139,431.20

19. Within thirty (30) days after the date of this Final Order, Respondent shall provide Proponent with a list of all consumers from whom Respondent collected any amount for athletic equipment and has not provided all of the purchased goods (the "Consumer List"). For each consumer, Respondent shall provide the following information in the form of a spreadsheet, with each item in a separate field:

- (a) the consumer's first name;
- (b) the consumer's last name;
- (c) the consumer's last known address;
- (d) the consumer's last known city, state, and postal code;
- (e) the consumer's last known telephone number;
- (f) the consumer's last known email address;
- (g) the amount the consumer paid Respondent for goods and services;
- (h) a description of all of the goods and services that the consumer purchased;
- (i) a description of the goods or services that were actually provided;
- (j) a description of the goods and services that were purchased but not provided to the consumer or, in the event no goods or services were provided, a confirmation that no goods or services were provided; and
- (k) the amount of any refund(s) provided to the consumer.

The Consumer List required under this paragraph shall be provided in an electronic format.

20. The Proponent shall implement a claims process that will be conducted by a person or persons appointed by the Agency (hereinafter the "Claims Administrator"). The Claims Administrator may be an employee of the Agency or an independent claims processor.

21. The claims process shall consist of identifying and locating each consumer who is eligible to receive restitution pursuant to this Final Order, gathering all information necessary to determine the amounts of restitution due to each consumer who is eligible to receive restitution, and mailing restitution payments to all such eligible consumers and any other mailings necessary to the claims process.

22. If it is possible to determine a consumer's entitlement to relief from sources other than the consumer, that relief shall be provided to the consumer without the necessity of the consumer submitting information in the claims process.

23. The Claims Administrator shall perform the tasks necessary to ensure a thorough and efficient determination of consumers' claims pursuant to the terms of this Final Order.

24. The Claims Administrator shall perform the above duties under the supervision and control of the Proponent.

25. Respondent shall give the Claims Administrator complete access to all records, data, and personnel necessary for the Claims Administrator to complete his or her duties.

26. Respondent shall be liable for the costs of conducting the claims process, including the payment provided for under paragraph 42 of this Final Order. The Claims Administrator shall notify the parties of all costs incurred in connection with the claims process.

27. If, at any stage of the claims process, it is determined that the Restitution Account will require additional payments to satisfy all consumer restitution due under this Final Order or to pay the costs of the claims process, Respondent shall deposit additional money in the Restitution

Account in the amount specified by Proponent within thirty (30) days of being notified by Proponent of the additional amount.

28. If there are insufficient funds collected to provide full restitution to each victim, benefits shall be distributed to consumers on a *pro rata* basis.

29. The Proponent shall utilize all restitution amounts collected under this Final Order to pay consumers who have not yet received a refund of all or a portion of the amounts they paid to the Respondent. If, at the conclusion of the claims procedure, all restitution, penalties and costs due hereunder have been paid by the Respondent and a balance remains in the Restitution Account that does not represent restitution, penalties or costs, then the excess amount shall be returned to the Respondent.

Civil Penalties

30. The factors to be considered by the Agency pursuant to Md. Code Ann., Com. Law § 13-410 in setting the amount of a civil penalty are:

- (i) The severity of the violation for which the penalty is assessed;
- (ii) The good faith of the violator;
- (iii) Any history of prior violations;
- (iv) Whether the amount of the penalty will achieve the desired deterrent purpose; and
- (v) Whether the issuance of a cease and desist order, including restitution, is insufficient for the protection of consumers.

Each of these factors, considered below, supports the imposition of a substantial penalty.

31. The Respondent's violations were severe. For a period of at least nine years, the Respondent offered and sold athletic equipment to individual consumers, booster clubs, youth programs and public schools and then, in most instances, failed to provide those goods. The ALJ found that "Respondent Stringer's conduct in this case was disturbing in that he took large amounts of money, often from children who had fundraised for the specific purpose of purchasing athletic

mats, when he must have known that he could not provide the promised mats given that the failure to deliver ordered mats goes back *nine years*.” (Proposed Decision at 78 (emphasis in original).) Thirty consumer victims provided either oral or written testimony about Respondent’s pattern of collecting payments upfront, failing to meet delivery deadlines, and their futile attempts to obtain refunds. These thirty individuals, however, represent only a small portion of those impacted by the Respondent’s actions. Notably, twenty-two of the witnesses spoke on behalf of youth programs, booster clubs, or public schools, which each support countless children. Thus, these twenty-two witnesses alone account for hundreds of victims impacted by the Respondent’s violations which persisted over an extended period of time.

32. Respondent clearly acted in bad faith and without regard for the law. As the ALJ determined, “Respondent Stringer engaged in a clear pattern of behavior designed to frustrate consumers, avoid paying refunds, and evade chargebacks.” (*Id.*) When consumers initially called and asked prior to the transaction whether the Respondent could meet their deadline, he reassured them that he could. (*Id.* at 17.) Once he had the consumer payments, he failed to meet the shipping dates he had provided and then became nonresponsive to consumer inquiries. (*Id.*) In fact, the ALJ observed, he “answered calls and emails prior to consumers placing orders, but after an order was made, [he] became less responsive and eventually began routinely ignoring consumers’ calls and messages. [He] strung consumers along for months until their attempts to obtain a chargeback became futile.” (Proposed Decision at 77-78.)

33. The ALJ elaborated, explaining that:

The fact that this was deliberate was made clearer by the fact that some consumers were only able to get a response from Tiffin Mats by providing fake names or calling from different phone numbers. Respondent Stringer’s bad faith is further demonstrated by his practice of selling athletic mats that he clearly never intended to provide. At some point, the Respondent had to have been aware that he no longer would be able to provide the goods that consumers purchased, but he continued to

advertise, sell, and accept consumer payments. Respondent Stringer also acted in bad faith when he claimed that Tiffin Mats would provide refunds but rarely did.

(Proposed Decision at 78.)

34. The ALJ concluded that: “Respondent’s violations were not accidental, but instead [] the Respondent acted with bad faith over a prolonged period of time (from at least 2014 . . . to 2023 . . .) and without regard for the harm that befell Tiffin Mats’ customers.” (Proposed Decision at 77.)

35. The Respondent has no known history of violating Maryland’s consumer protection laws before this case. The evidence demonstrated, however, that for an extended period of at least nine years, the Respondent consistently and deliberately violated the Consumer Protection Act. Additionally, as the ALJ noted, because the Respondent failed to respond to discovery requests and orders to produce evidence, “the number of consumers from whom the Respondent collected payments but did not deliver the promised goods is likely much higher than the number of consumers who testified or submitted pre-filed testimony.” (Proposed Decision at 77.)

36. Injunctive provisions and an order to pay restitution alone are not likely to deter Respondent from continuing the same course of illegal conduct and are insufficient to protect consumers. An injunction and a requirement that Respondent pay restitution only puts Respondent in the financial situation in which he would have been had he complied with the law in the first place. A significant penalty is necessary to deter Respondent and those similarly situated from engaging in this or a similar type of illegal conduct in the future and to protect consumers.

37. The record of this case establishes that the Respondent committed at least sixty (60) violations of the Consumer Protection Act:

- Respondent committed at least thirty (30) violations when he offered and sold athletic equipment that he failed to provide, consisting of one violation for each consumer who presented evidence at trial; and

- Respondent committed at least thirty (30) violations when he failed to provide refunds to consumers, consisting of one violation for each consumer who presented evidence at trial.

Specifically, the Respondent committed two violations for each consumer transaction.

38. Prior to October 1, 2018, Section 13-410(a) of the Consumer Protection Act provided that a merchant who engaged in a violation of the Act was subject to a fine of not more than \$1,000 for each violation. The following 14 consumer transactions are subject to the \$1,000² penalty cap for each of the twenty-eight (28) violations: Auburn University (Latisha Durroh) (June 2017), Ed White High School (Bachir Saoud) (September 2018), Greater Rochester Cheerleading (Valerie Snelgrove) (December 2016), Cheryl Leone (April 2018), Allatoona High School (Amanda Edwards) (February 2017), Joanne Barta (October 2016), Bolton Honea Path High School (Matthew Wurst) (April 2018), Buckhannon-Upshur High School (Mary Hull) (March 2015), Denver Dragons Wrestling Club (David Smith) (January 2017), Holyoke High School (Julie Rochefort) (April 2015), Mountain High School (Scott Mederios) (July 2016), Pocono Mountain Youth Wrestling (Michael Hollar) (December 2014), Lisa Goslak (September 2018), and Jonathan Lackman (August 2018).

39. Since October 1, 2018, Section 13-410(a) of the Consumer Protection Act provides that a merchant who engages in a violation of the Act is subject to a fine of not more than \$10,000 for each violation. The following 16 consumer transactions are subject to the \$10,000 penalty cap for each of the thirty-two (32) violations: Charleton Athletic Youth Cheer (Melissa Lotter) (April 2019), Rupert Croft (November 2022), East Coast Christian Cheer (Constance Leech) (May 2022), Helper Middle School (Bethany Draper) (March 2023), Nicole Hightower (June 2023),

² Arguably, the Respondent's violation was ongoing and continued past October 1, 2018, because he continued to mislead consumers by stringing the consumers along, providing unmet delivery dates, and refusing to issue refunds after 2018. For ease of calculation, however, the penalties are assessed based on the date the initial transaction occurred.

Gerald Lafon (March 2023), Marion Local Athletic Boosters (Craig Knapke) (April 2022), North Canton Cheerleading Parent Association (Jodie Slonaker) (August 2022), Western Piedmont Community College (Robin Hall) (December 2022), YMCA of South Hampton Road (Christine Duncan) (February 2023), Holly Grove Middle School (Nicholas Zimmerman) (December 2019), Rachel Malsin (February 2022), Ridgefield Youth Football (David Bonilla) (August 2019), Sycamore War Eagles (Jennifer Hamblin) (July 2019), Bay Rockets Association (Matthew Spellman) (September 2021), and Bowie Youth Athletic Cheer (Titania Cross) (July 2019).

40. As the ALJ found, the 60 violations of the Consumer Protection Act that the Respondent committed are likely only a small portion of the true number of violations. The true number is likely exponentially higher.

41. Following consideration of the evidence presented in this case and the factors set forth in Section 13-410(d) of the Consumer Protection Act, the Agency has determined that Respondent shall, no later than thirty (30) days from the date of this Final Order, pay civil penalties totaling \$174,000, representing a penalty of \$500 for each violation that occurred prior to October 1, 2018, and \$5,000 for each violation of the Consumer Protection Act that occurred after October 1, 2018.

Costs

42. Within thirty (30) days from the date of this Final Order, Respondent shall pay the Agency \$37,175.56 for Proponent's costs incurred while investigating and prosecuting this matter. See Bill of Costs, attached hereto as Exhibit B.

Allocation of Payments

43. All payments that are collected pursuant to this Final Order shall first be used to pay restitution to consumers harmed by the Respondent's unfair and deceptive trade practices.

Then, payments may be used to reimburse other third-parties that may have paid refunds to consumers. After payment of restitution, remaining funds shall be allocated to costs. After payment of restitution and costs, remaining funds shall be allocated to civil penalties imposed under this Final Order.

Notice

44. Any notice that is made by any of the parties to another party, or by the Agency to the parties, shall be provided via Electronic and First-Class Mail to the persons identified below at the addresses listed below, unless a different contact person or address is specified in writing by the party changing such contact person or address.

For the Proponent:

Hanna Abrams
Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
Baltimore, MD 21202
habrams@oag.state.md.us

and

Chief, Consumer Protection Division
Office of the Attorney General
200 St. Paul Place
16th Floor
Baltimore, MD 21202
chief@oag.state.md.us

For Respondent Gerald Stringer:

Gerald Stringer
166 Mike Ct
Elkton, MD 21921.

Resolution of Disputes

45. The Chief of the Agency or his or her designee shall resolve any disputes regarding

this Final Order and enter any supplemental orders needed to effectuate its purpose.

Notice to Respondent

46. Pursuant to Md. Code Ann., Com. Law § 13-403(d), Respondent is hereby notified that if the Agency determines that he has failed to comply with this Final Order within thirty (30) days following service of this Final Order, Proponent may proceed with enforcement of the Final Order pursuant to Title 13 of the Commercial Law Article.

Appeal Rights

47. A party aggrieved by this Final Order is entitled to judicial review of the decision as provided by § 10-222 of the State Government Article of the Annotated Code of Maryland. Generally, a petition for judicial review must be filed within thirty (30) days after the date of the order from which relief is sought. The time for filing a petition is set forth in Rule 7-203 of the Maryland Rules and the rules regulating judicial review of administrative agency decisions as set forth in Rules 7-201 to 7-210 of the Maryland Rules.

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL

Date: May 21, 2025

By: 

Steven M. Sakamoto-Wengel
Executive Counsel to the Attorney General
and Chief's Designee

Copies to:

Hanna Abrams
Philip D. Ziperman
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200 St. Paul Place
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Gerald Stringer
166 Mike Ct
Elkton, MD 21921.

CONSUMER PROTECTION
DIVISION, OFFICE OF THE
ATTORNEY GENERAL,

PROPONENT

v.

DANIEL J. TIFFIN, ET AL.,

RESPONDENTS¹

* BEFORE JOCELYN L. WILLIAMS,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
*
*
* OAH CASE No.: OAG-CPD-04-24-11237

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUE
SUMMARY OF THE EVIDENCE
PROPOSED FINDINGS OF FACT
DISCUSSION
PROPOSED CONCLUSIONS OF LAW

STATEMENT OF THE CASE

On April 16, 2024, the Consumer Protection Division (Division or Proponent) of the Office of the Attorney General (OAG) issued a Statement of Charges, and a Request for Production of Documents against the Respondents, alleging that they committed unfair and deceptive trade practices in violation of the Consumer Protection Act. Md. Code Ann., Com. Law §§ 13-101 to 13-501 (2013 & Supp. 2023).² On April 17, 2024, the Division delegated its authority to the Office of Administrative Hearings (OAH) to conduct a contested case hearing in this matter and to render proposed findings of fact and conclusions of law. On April 25, 2024,

¹ The named Respondents at the time of initial filing were Daniel J. Tiffin, Bradley Tiffin, Gerald Stringer and STI Leasing, Inc. According to the statement of charges and evidence at the hearing, Respondent Stringer's business is defunct and no longer validly registered with the Maryland State Department of Assessments and Taxation. As such, I will refer to Respondent Stringer singularly as a natural person rather than as plural Respondents, which would have included him as an individual and his business as a separate legal entity. I will refer to the remaining Respondents as the Tiffin Respondents.

² Unless otherwise noted herein, all references to the Commercial Law Article are to the 2013 bound volume of the Maryland Annotated Code.

the Division transmitted the case to the OAH, which issued a Notice of Hearing the next day for a hearing to be held on July 15, 16, 17, and 18, 2024.

On April 25, 2024, the Division requested that a status conference be held in anticipation of the July hearing. On April 26, 2024, William F. Riddle, Esquire, counsel for Tiffin Respondents,³ filed a request for postponement indicating that he was not available on the July hearing dates due to a court conflict. On May 14, 2024, I directed my administrative assistant to contact the parties and counsel to obtain available dates for a status conference to discuss and resolve the request for postponement and to schedule a date for the status conference. On May 15, 2024, the Division filed a Motion to Compel and Motion for Sanctions (Motion) against the Tiffin Respondents, STI Leasing, Inc., and Respondent Gerald Stringer (Respondent Stringer).

On May 20, 2024, I held the status conference via the Webex videoconference platform (Webex), Code of Maryland Regulations (COMAR) 28.02.01.20B(1)(b), at which time Respondent Stringer failed to appear; however, he had not received proper notice as a result of a clerical error. Deputy Chief Philip Ziperman and Assistant Attorney General Hanna Abrams represented the Division. The Tiffin Respondents appeared and were represented by Mr. Riddle. During the status conference, I granted a request for postponement, the parties present selected new hearing dates of September 23, 24, 26, and 27, 2024, and I scheduled the pre-hearing conference (Conference) for June 14, 2024.

On June 14, 2024, I held the Conference via Webex. Mr. Ziperman and Ms. Abrams represented the Division. The Tiffin Respondents appeared and were represented by Mr. Riddle. Respondent Stringer failed to appear. During the Conference, the Division indicated that it would hold the Motion in abeyance as to Tiffin Respondents, as their counsel Mr. Riddle was cooperating and attempting to gather the requested documents. The Division asked that I issue a

³ Mr. Riddle also represented STI Leasing, which is a company owned by the Tiffin Respondents.

ruling against Respondent Stringer. On June 24, 2024, I issued a Prehearing Conference Report and Order. On June 28, 2024, I issued a ruling in which I granted the Motion and ordered Respondent Stringer to comply with the Request for the Production of Documents within ten days of the date of the Order. COMAR 28.02.01.13C. On July 18, 2024, the Division filed its Second Motion to Compel Discovery and for Sanctions (Second Motion) as to the Tiffin Respondents.

On July 31, 2024, I held a second Conference and motion hearing, at which time the Division argued that the Tiffin Respondents had not fully complied with the first Request for Discovery and requested that I issue an order and ruling on the Motion. There was still time for the Tiffin Respondents to file a response to the Second Motion. Counsel for the Tiffin Respondents indicated that he intended to file a response by the August 2, 2024 deadline, but a response was not received. On August 15, 2024, I issued an Order and Ruling to Compel Discovery and for Sanctions as to the Tiffin Respondents.

On September 19, 2024, the Division reached an agreement with the Tiffin Respondents and subsequently filed a Final Order by Consent with the OAH. On September 23, 2024, the Division and STI Leasing, Inc. signed a Stipulation of Dismissal Without Prejudice, which was subsequently filed with the OAH.

On September 23, 2024, I convened the first day of hearing as scheduled via Webex. Mr. Ziperman and Ms. Abrams represented the Division. Neither Respondent Stringer nor anyone authorized to represent Respondent Stringer appeared. I confirmed with the OAH clerk's office that no communication from Respondent Stringer had been received and found that proper notice had been provided to Respondent Stringer. COMAR 28.02.01.05; COMAR 02.01.02.06. Notwithstanding Respondent Stringer's failure to appear for the hearing, the Division declined to move for the entry of a default order so that it could establish its case and, if successful, develop

a record upon which Respondent Stringer could be ordered to pay restitution and penalties as appropriate. Accordingly, after waiting fifteen minutes, I elected to proceed in Respondent Stringer's absence. COMAR 28.02.01.23A; COMAR 02.01.02.17B. The hearing continued on September 24, 2024, and concluded on September 26, 2024, and Respondent Stringer also failed to appear on each of the days of the hearing, after receiving proper notice. COMAR 28.02.01.05; COMAR 02.01.02.06.

The contested case provisions of the Maryland Administrative Procedure Act, the Division's Rules of Practice and Procedure, and the OAH's Rules of Procedure govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021 & Supp. 2024); COMAR 02.01.02; COMAR 28.02.01.

ISSUE

Did Respondent Stringer's practices constitute unfair and/or deceptive trade practices in the sale and offer for sale of consumer goods in violation of the Consumer Protection Act?

SUMMARY OF THE EVIDENCE

Exhibits

A complete exhibit list is attached as an appendix.

Testimony

The Division presented the testimony of the following twenty-seven consumer witnesses: Latisha Durroh (Auburn University), Melissa Lotter (Charleton Athletic Youth Cheer), Rupert Croft and Constance Leech (East Coast Christian Cheer), Bachir Saoud (Ed White High School), Valerie Snelgrove (Greater Rochester Cheerleading), Bethany Draper (Helper Middle School), Nicole Hightower, Gerald Lafon, Cheryl Leone, and Craig Knapke (Marion Local Athletic Boosters), Jodie Slonaker (North Canton Cheerleading Parent Association), Robin Hall (Western Piedmont Community College), Christine Duncan (YMCA of South Hampton Road), Amanda

Edwards (Allatoona High School), Joanne Barta and Matthew Wurst (Bolton Honea Path High School), Michael Hull (Buckhannon-Upshur High School), David Smith (Denver Dragons Wrestling Club), Nicholas Zimmerman (Holly Grove Middle School), Julie Rochefort (Holyoke High School), Rachel Malsin and Scott Mederios (Mountain High School), Michael Hollar (Pocono Mountain Youth Wrestling), David Bonilla (Ridgefield Youth Football), Jennifer Hamblin (Sycamore War Eagles), and Matthew Spellman (Bay Rockets Association). The Division also presented the pre-filed testimony of three witnesses: Lisa Goslak and Titania Cross (Bowie Youth Athletic Cheer), and Jonathan Lackman, whose affidavits are listed with their name in the attached appendix exhibit list. COMAR 28.02.01.21F, I. The Division also presented the testimony of Bradley Tiffin and Kimoya Henry, Investigator for the Division.

The Respondent failed to appear and therefore presented no witness testimony.

PROPOSED FINDINGS OF FACT⁴

I find the following facts by a preponderance of the evidence:

A. Procedural History

1. On April 16, 2024, the Division filed a Statement of Charges against Respondents, Daniel J. Tiffin, Gerald Stringer, Bradley Tiffin, and STI Leasing, Inc. d/b/a STI Athletic Mats, Inc., alleging that Respondents violated the Consumer Protection Act, Md. Code Ann., Com. Law § 13-101 through § 13-501, in connection with their offer and sale of athletic

⁴ At the Conference, the Division requested permission to provide written proposed findings of fact at the conclusion of the hearing. I granted the Division's request and permitted the Division to file proposed findings of fact and proposed conclusions of law within thirty days of the conclusion of the hearing. On October 28, 2024, the Division filed its 90-page proposed findings of fact and conclusions of law, certifying that a copy was mailed to the Respondent. Also on October 28, 2024, I closed the record in this case. I have carefully considered the Division's submission. To the extent that the proposed Findings of Fact and Conclusions of Law in this decision differ from those proposed by the Division, I either find the facts and conclusions to be different from those proposed by the Division or disagree as to the relevance or necessity of the findings and conclusions. In accordance with the Administrative Procedure Act, if I were issuing a final decision in this matter, I would be required to state a ruling for each proposed finding of fact submitted by a party to the case. State Gov't § 10-221(b)(4) (2021). However, that rule does not apply to this proposed decision. *Id.* § 10-220. To the extent relevant, I substantially accepted the legal arguments and citations in the Division's proposed conclusions of law and have incorporated such language herein.

equipment to consumers from their principal office in Elkton, Maryland. Generally, the Statement of Charges alleged that the Respondents committed unfair and deceptive trade practices when they offered and sold their athletic equipment to consumers. Specifically, the Division alleged that the Respondents violated §§ 13-301(1), (3) of the Consumer Protection Act by expressly and impliedly misrepresenting to consumers that they would deliver the purchased athletic mats that they failed to provide and by expressly and impliedly promising to pay refunds to consumers for failing to provide the promised goods that they did not pay and omitting materials facts regarding these transactions. (See Statement of Charges ¶¶ 33-34.)

2. The Division filed a Petition for Hearing with the Statement of Charges. (See Petition for Hearing.)

3. On April 17, 2024, the Agency, after considering the Statement of Charges and the Petition for Hearing, issued an Order Granting Hearing and Notification of Hearing and Appointment of Designee pursuant to COMAR 02.01.02.02B(3). (See Order Granting Hearing and Notification of Hearing; Appointment of Designee.)

4. The Order Granting Hearing and Notification of Hearing informed the Respondents that the Division's Petition for Hearing had been granted, and the Agency had delegated its authority to the OAH to conduct a contested case hearing. Pursuant to COMAR 02.01.02.04.B., the scope of the authority delegated was to "render proposed findings of fact and conclusions of law," but the Agency would determine the appropriate relief. A hearing on the Statement of Charges was scheduled to commence before the OAH on July 15, 2024, and continue until July 19, 2024. Attached to the Notification of Hearing was a copy of the Rules of Practice and Procedure – Cease and Desist Order Hearings for the Consumer Protection Division, as set forth in COMAR 02.01.02, informing the Respondents of the procedural

requirements for matters before the Consumer Protection Division. (*See* Order Granting Hearing and Notification of Hearing.)

5. On April 18, 2024, the Division served the Respondents with the Statement of Charges, Petition for Hearing, Order Granting Hearing and Notification of Hearing, and Appointment of Designee. The Division also served the Respondents with Requests for Production of Documents, as well as the Rules of Procedure for the Office of Administrative Proceedings contained in COMAR 28.02.01. (*See* Affidavits of Service).

6. Pursuant to the rules governing cease and desist hearings before the Consumer Protection Division, the Respondents were required to file their responses to the Statement of Charges within twenty days of being served with the charges, in this case by May 8, 2024. *See* COMAR 02.01.02.04B.

7. On April 22, 2024, Respondents Daniel J. Tiffin, Bradley Tiffin, and STI Leasing, Inc. jointly filed their response to the Statement of Charges denying the Proponent's allegations. (*See* Answer.)

8. Respondent Gerald Stringer failed to file a response to the Statement of Charges in this case, the effect of which is that the allegations contained in the Statement of Charges are deemed admitted. *See* COMAR 02.01.02.04D.

9. On April 25, 2024, the Division requested a prehearing conference. (*See* Prehearing Conference Report and Scheduling Order.)

10. On April 25, 2024, Respondents Daniel Tiffin and Bradley Tiffin propounded Requests for Production of Documents on the Division. (*See* Requests for Production of Documents (received from Daniel J. Tiffin); Request for Production of Documents (received from Bradley Tiffin).)

11. On May 15, 2024, the Division filed a Motion to Compel and Motion for Sanctions against Respondents Daniel J. Tiffin, Gerald Stringer, Bradley Tiffin, and STI Leasing, Inc., arguing that the Respondents had failed to provide responses to its Requests for Production of Documents. (*See* Consumer Protection Division's Motion to Compel and Motion for Sanctions.)

12. On May 17, 2024, Respondents Daniel J. Tiffin, Bradley Tiffin, and STI Leasing produced a limited number of documents in response to the Division's Requests for Production of Documents. (*See* Response to Request for Production of Documents (from Daniel J. Tiffin); Response to Request for Production of Documents (from Bradley Tiffin).)

13. On May 17, 2024, Respondent Daniel Tiffin filed a Response to the Division's Motion to Compel and Motion for Sanctions. (*See* Response to Consumer Protection Division's Motion to Compel and Motion for Sanctions.)

14. On May 20, 2024, this Tribunal held a status conference in lieu of a prehearing conference. The Division and Respondents Daniel J. Tiffin, Bradley Tiffin, and STI Leasing, Inc. attended the Status Conference. Respondent Stringer did not appear. This Tribunal concluded Respondent Stringer had not received proper notice of the status conference. At the status conference, the Tribunal postponed the hearing on this matter until September 23, 24, 26, 27, and October 7 and 10. (*See* Prehearing Conference Report and Scheduling Order.)

15. On May 28, 2024, the Division responded to the Requests for Production of Documents propounded by Respondents Daniel J. Tiffin and Bradley Tiffin. (*See* Consumer Protection Division's Response to Daniel J. Tiffin's Requests for Production of Documents; Consumer Protection Division's Response to Bradley Tiffin's Requests for Production of Documents.)

16. On June 10, 2024, the Division served Respondents Daniel J. Tiffin and Bradley Tiffin with a Second Request for Production of Documents. (*See* Consumer Protection Division's Second Request for Production of Documents to Daniel J. Tiffin; Consumer Protection Division's Second Request for Production of Documents to Bradley Tiffin.) Pursuant to COMAR 28.02.01.13.A, responses to the Division's Second Request for Production of Documents were due by June 25, 2024.

17. On June 14, 2024, this Tribunal held a prehearing conference via Webex. The Division and Respondents Daniel J. Tiffin, Bradley Tiffin, and STI Leasing, Inc. attended the Prehearing Conference. Respondent Stringer, despite having been duly notified of the hearing, did not appear. (*See* Prehearing Conference Report and Scheduling Order.)

18. On June 24, 2024, this Tribunal issued a Prehearing Conference Report and Scheduling Order, which, among other things, required the parties to exchange on or before September 13, 2024: (i) lists of the witnesses they intended to call at the hearing of this matter along with a brief proffer of the expected testimony for each witness; (ii) lists of the exhibits they intended to offer at the hearing of this matter along with a copy of each exhibit; and (iii) any pre-filed direct testimony of witnesses. (*See* Prehearing Conference Report and Scheduling Order).

19. On June 28, 2024, this Tribunal granted the Division's Motion to Compel as to Respondent Stringer and ordered him to produce all requested documents by July 9, 2024. This Tribunal's Order further provided that if Respondent Stringer failed to produce the documents: (i) he would be precluded from offering as evidence at the hearing any documents or testimony concerning evidence responsive to the Division's outstanding requests; and (ii) there would be an evidentiary presumption that the documents requested by the Division that Respondent Stringer failed to produce would have been harmful to his case and that a negative inference would be

drawn from his failure to produce the documents. At that time, the Tribunal held the ruling as to Respondents Daniel J. Tiffin and Bradley Tiffin in abeyance. (*See Ruling on Motion to Compel Discovery and for Sanctions.*)

20. On July 16, 2024, the Division filed a second Motion to Compel and Motion for Sanctions in connection with its Second Request for Production of Documents directed to both Daniel J. Tiffin and Bradley Tiffin. (*See Consumer Protection Division's Second Motion to Compel and Motion for Sanctions.*)

21. On July 31, 2024, this Tribunal held a second prehearing conference and a motions hearing. (*Ruling on Motions to Compel Discovery and for Sanctions.*)

22. On August 15, 2024, this Tribunal granted both of the Division's Motions to Compel as to Respondents Daniel J. Tiffin and Bradley Tiffin and ordered them to produce all documents that were requested and not privileged by August 20, 2024. The Order further provided that if Respondent Daniel Tiffin and Respondent Bradley Tiffin failed to produce the documents: (i) they would be precluded from offering as evidence at the hearing any documents requested by the Division that were not produced in response to the Division's outstanding requests; (ii) they would be precluded from presenting any testimony concerning evidence not produced in response to the Division's outstanding requests; and (iii) there would be an evidentiary presumption that the documents requested by the Division that they had failed to produce would have been harmful to their case and that a negative inference would be drawn from their failure to produce the documents. (*See Ruling on Motions to Compel Discovery and for Sanctions.*)

23. On September 19, 2024, the Division reached an agreement with Respondent Daniel J. Tiffin and Bradley Tiffin resolving the matter. Daniel J. Tiffin and Bradley Tiffin each agreed to pay restitution to any harmed consumers and pay a penalty to the Office of the

Attorney General for their conduct. (*See* Final Order by Consent (Daniel J. Tiffin); Final Order by Consent (Bradley Tiffin).)

24. On September 23, 2024, the Division filed with the Agency a Stipulated Dismissal without Prejudice signed by the Division and STI Leasing, Inc. (*See* Stipulation of Dismissal Without Prejudice.)

25. A hearing on the merits of the Division's Statement of Charges against Respondent Stringer was held remotely on September 23, 24, and 26, 2024. The Proponent appeared at the hearing and presented its documentary evidence and witness testimony. Respondent Stringer did not attend the hearing, despite being duly notified of the hearing dates.

26. During the hearing on the merits, the Division presented testimony from the following twenty-seven consumers witnesses: Latisha Durroh (Auburn University), Melissa Lotter (Charleton Athletic Youth Cheer), Rupert Croft, Constance Leech (East Coast Christian Cheer), Bachir Saoud (Ed White High School), Valerie Snelgrove (Greater Rochester Cheerleading), Bethany Draper (Helper Middle School), Nicole Hightower, Gerald Lafon, Cheryl Leone, Craig Knapke (Marion Local Athletic Boosters), Jodie Slonaker (North Canton Cheerleading Parent Association), Robin Hall (Western Piedmont Community College), Christine Duncan (YMCA of South Hampton Road), Amanda Edwards (Allatoona High School), Joanne Barta, Matthew Wurst (Bolton Honea Path High School), Michael Hull (Buckhannon-Upshur High School), David Smith (Denver Dragons Wrestling Club), Nicholas Zimmerman (Holly Grove Middle School), Julie Rochefort (Holyoke High School), Rachel Malsin, Scott Mederios (Mountain High School), Michael Hollar (Pocono Mountain Youth Wrestling), David Bonilla (Ridgefield Youth Football), Jennifer Hamblin (Sycamore War Eagles), and Matthew Spellman (Bay Rockets Association). The Division also presented the pre-filed testimony of three witnesses: Lisa Goslak, Titania Cross (Bowie Youth Athletic Cheer),

and Jonathan Lackman. The Division also presented the testimony of Bradley Tiffin and Kimoya Henry, Investigator for the Division.

B. The Parties

27. The Division in this proceeding is the Division of the OAG. The Division is the state agency charged with enforcing the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501.

28. Respondent Gerald Stringer (referred to as “Respondent Stringer” or “Tiffin Mats”)⁵ is the owner, officer, and operator of the now defunct entities, Tiffin Mats, Inc.; Tiffin Athletic Mats, Inc.; Tiffin Athletic Mats, LLC; and Tiffin Holdings, Inc. (See Statement of Charges ¶¶ 6, 15-17; Consumer Testimony, *passim*; Testimony of Bradley Tiffin.) Respondent Stringer was named as the Respondent in this matter in his individual capacity and as the owner, officer, and operator of the now-defunct Tiffin Mats, Inc.; Tiffin Athletic Mats, Inc.; Tiffin Athletic Mats, LLC; and Tiffin Holdings, Inc. (See Statement of Charges ¶¶ 6-7).

29. Respondent Stringer operated his business from 505 Blue Ball Road, Elkton, Maryland, 21921. (Statement of Charges ¶¶ 11-12, 17.)

30. Tiffin Mats, Inc.’s charter was forfeited on October 1, 2015, and the company has not been in good standing with the State Department of Assessments and Taxation since that time. (Tiffin Mats, Inc. Corporate Records, Ex. 31B at CPD-TIFFIN 00450.) Tiffin Athletic Mats, Inc.’s charter was forfeited on October 13, 2017, and the company has not been in good standing with the State Department of Assessments and Taxation since that time. (Tiffin Athletic Mats, Inc. Corporate Records, Ex. 30C at CPD-TIFFIN 00443-444.) Tiffin Athletic

⁵ To the extent that the Division is referring to Tiffin Mats in the body of these proposed findings, that reference is to Respondent Stringer in his individual capacity and when he was an owner, operator, or officer of the various Tiffin Mats business entities, as well as Respondent Stringer in his individual capacity at the various times that the Tiffin Mats entities were defunct corporations.

Mats, LLC's charter was forfeited on July 7, 2020, and the company has not been in good standing with the State Department of Assessments and Taxation since that time. (Tiffin Athletic Mats, LLC Corporate Records, Ex. 33D at CPD-TIFFIN 00461-462.) Tiffin Holdings, Inc.'s charter was forfeited at some point after the company's formation date on March 10, 2016, and the company is not in good standing with the Delaware Department of Corporations. (Tiffin Holding, Inc. Corporate Records, Ex. 32B at CPD-TIFFIN 00454.)

31. Despite the forfeitures, Respondent Stringer continued to conduct business in the name of Tiffin Mats, Inc.; Tiffin Athletic Mats, Inc.; Tiffin Athletic Mats, LLC; and Tiffin Holdings, Inc., including via telephone and via the website www.tiffinmats.com. (Statement of Charges ¶¶ 6, 11-12, 16-17; *see also* Consumer Testimony, *passim*; Charleton Youth- 2019.01.05 Email, Ex. 3D at CPD-TIFFIN 00043 (email signed by "Gerry Stringer, Tiffin Athletic Mats, Inc."); N. Canton Cheerleading Parent Assn – Receipt, Ex. 14A (Receipt indicates purchase from "Tiffin Athletic Mats LLC"); Western Piedmont CC – Receipt, Ex. 15B (same); YMCA of S. Hampton Rd – Order Confirmation, Ex. 16A at CPD-TIFFIN 00235 (Confirmation indicates purchase is from Tiffin Athletic Mats, Inc.); Denver Dragons Wrestling Club – Sales Order, Ex. 21B at CPD-TIFFIN 00301 (Email subject line states "Sales Order 1544114 from Tiffin Mats, Inc."); Marion Local Athletic Boosters – Quote, Ex. 13A (payment remittance to Tiffin Holdings, Inc.).)

C. Charges Deemed Admitted and Negative Inferences Against the Respondent

32. Respondent Stringer failed to file a written response to the Statement of Charges. Pursuant to the Agency's Rules of Practice and Procedure for Cease and Desist Hearings, a failure to file a written response to a Statement of Charges results in the allegations in the Statement of Charges being deemed admitted. (COMAR 02.01.02.07(D).)

33. Respondent Stringer refused to produce his business records and other documents that were requested by the Proponent and were ordered to be produced by this Tribunal.

34. Based on Respondent Stringer's failure to comply with the Office of Administrative Hearings' Order compelling him to produce a response to the Division's Request for Production of Documents, the Tribunal ordered that negative inferences should be drawn from Respondent Stringer's failure to produce documents, and that the documents that the Respondent failed to produce would have been harmful to the Respondent's case. (Ruling on Motion to Compel Discovery and for Sanctions.) In other words, the Tribunal ruled that the documents not produced would have tended to prove that the Respondent committed the violations of law with which he was charged and would have tended to show significantly more violations than were identified during the hearing.

D. The Respondent's Offer and Sale of Consumer Goods

35. Respondent Stringer offered and sold athletic mats to individual consumers, nonprofit booster clubs, youth programs, and public schools. (*See* Consumer Testimony *passim*.)

36. The individual consumers who purchased athletic mats from the Respondent did so primarily for personal, household, or family use. (Statement of Charges ¶ 20; Testimony of Rupert Croft; Testimony of Nicole Hightower; Testimony of Gerald Lafon; Testimony of Cheryl Leone; Testimony of Rachel Malsin.)

37. The nonprofit booster clubs, youth programs, and public schools are religious, civic, or educational organizations that purchased the athletic mats for the benefit of the members of the organization. (Statement of Charges ¶ 20; *see, e.g.*, Testimony of Craig Knapke; Testimony of Jennifer Hamblin.)

38. Respondent Stringer offered for sale and sold athletic mats online to consumers from his principal place of business in Elkton, Maryland. (Statement of Charges ¶¶ 11-17; *see, e.g.*, Greater Rochester Cheerleading – Sales Order, Ex. 7A; Greater Rochester Cheerleading – Emails, Ex. 7B at CPD-TIFFIN 00104; Marion Local Athletic Boosters – Quote, Ex. 13A; N. Canton Cheerleading Parent Association – Receipt, Ex. 14A; Allatoona High School – Bill of Lading, Ex. 17B; Bay Rockets Association – Receipt, Ex. 29C at CPD-TIFFIN 00403.)

39. Respondent Stringer advertised his athletic mats on the internet to consumers in Maryland and outside of Maryland. (Consumer Testimony, *passim*.)

40. Tiffin Mats have been sold for forty years. (Tiffin Mats Website, Ex. 36 at CPD-TIFFIN 00496.)

41. Respondent Stringer was directly involved or oversaw each of Tiffin Mats' sales from at least December 2014 through June 2023. (Testimony of Michael Hollar; Pocono Mountain Youth Wrestling – Quote, Ex. 26A (quote provided in 2014); Testimony of Gerald Lafon; Lafon – Quote, Ex. 11A (quote provided in 2023); Testimony of Bradley Tiffin.)

42. Consumers primarily contacted Tiffin Mats through its website, or sometimes by phone, to purchase athletic mats. (Consumer Testimony, *passim*.) Consumers had no issues communicating with Tiffin Mats prior to and when placing their orders. (Consumer Testimony, *passim*.)

43. Consumers were generally required to pay large, up-front payments for the athletic mats they purchased and shipping and handling in advance. In most cases, consumers were asked to pay the entire purchase price before their mats would be shipped. (Consumer Testimony, *passim*.)

44. Consumers who purchased Respondent's mats largely consisted of wrestling, gymnastics, or cheerleading teams. (*See, e.g.*, Testimony of Nicholas Zimmerman; Testimony of

Craig Knapke; Testimony of Jennifer Hamblin; Testimony of Matthew Spellman; Testimony of David Smith; Testimony of Scott Mederios; Testimony of Amanda Edwards; Testimony of Brittany Draper; Testimony of Matthew Wurst.) Other individual consumers purchased mats for their children's use within their homes. (Testimony of Rupert Croft; Testimony of Nicole Hightower; Testimony of Gerald Lafon; Testimony of Cheryl Leone; Testimony of Rachel Malsin.)

45. Many of the nonprofit booster clubs, youth programs, and public schools that purchased mats from Tiffin Mats were doing so because they were replacing mats that were in poor condition and were no longer safe to use. (Testimony of Nicholas Zimmerman; Testimony of Mary Hull; Testimony of Amanda Edwards; Testimony of Julie Rochefort; Testimony of Craig Knapke; Testimony of Michael Hollar; Testimony of Matthew Spellman.) Others were doing so because they needed additional mats to comply with state cheer requirements. (Testimony of Brittany Draper.)

a. Respondent Stringer's failure to deliver ordered mats and other equipment.

46. As set forth in more detail below, as early as 2014, orders for athletic mats were taken by Tiffin Mats, but were not shipped. (Consumer Testimony, *passim*.) The consumer testimony in this case established a familiar pattern: consumers had no trouble placing orders, and usually were given shipping dates, but when it came time to receive their orders, nothing arrived. (*Id.*)

47. Tiffin Mats provided estimated shipping dates which generally were two to three months out, but in some instances were up to six months out. (Auburn University – Sales Order, Ex.1A at CPD-TIFFIN 00002; Charleton Youth – Sales Order, Ex. 3B; Ed White High School – Invoice, Ex. 6C; Greater Rochester Cheerleading – Sales Order, Ex. 7A; Marion Local Athletic Boosters – Packing Slip, Ex. 13C; Allatoona High School – Sales Order, Ex. 17A;

Mountain High School – Sales Order, Ex. 25B In other instances, Tiffin Mats provided delivery estimates over the phone, which also were typically a period of several months. (Testimony of Rupert Croft; Testimony of Gerald Lafon; Western Piedmont CC – Emails, Ex. 15D.) Many of the consumers who purchased mats from Tiffin Mats needed their mats before a certain date, either because of a scheduled competition or the start of the upcoming sports season. (Greater Rochester Cheerleading – Sales Order, Ex. 7A (“MUST SHIP ASAP”); Testimony of Jodi Slonaker; Testimony of David Bonilla; Testimony of Jennifer Hamblin; Testimony of Craig Knapke; Testimony of Matthew Spellman; Testimony of Brittany Draper.) Some of the consumers contacted Tiffin Mats prior to their purchase to confirm that Tiffin Mats could meet their deadlines and were assured that they would receive their mats in time. (Testimony of Bachir Saoud; Testimony of David Smith; Denver Dragons Wrestling Club – Sales Order, Ex. 21B at CPD-TIFFIN 00302 (“MUST SHIP BY 3/6/17 – Approved by Manager”); Testimony of Jodi Slonaker; Testimony of Jennifer Hamblin; Testimony of Julie Rochefort; Testimony of Craig Knapke; Testimony of Brittany Draper.)

48. Although Tiffin Mats responded to consumers during the order process, after consumers placed their orders, they often did not receive their orders and had challenges communicating with anyone at Tiffin Mats. (Consumer Testimony, *passim*.) Consumers called repeatedly to find out when to expect their shipments and were either given excuses or new shipping dates that were not met. (*Id.*) Consumers frequently tried to leave messages, but were unable to or, if they were able to leave messages, Tiffin Mats rarely returned their calls. (*Id.*)

49. Most of the consumers who testified at the hearing of this matter did not receive any of the mats they had ordered. (Consumer Testimony, *passim*.) A small number of consumers received mats, but they turned out to be defective with foam chunks missing or paint beginning to peel shortly after receipt. (Testimony of Melissa Lotter; Testimony of Amanda

Edwards; Testimony of Matthew Wurst.) One consumer who testified received some, but not all, of the mats she had ordered. (Testimony of Rachel Malsin.) The one consumer who testified that she did receive her order only received it after she was forced to pay twice for one of the mats and she still has not received a full refund of the excess payment she made. (Testimony of Joannie Barta.)

50. When the mats consumers ordered did not arrive within the estimated time frame, consumers contacted Tiffin Mats and those that could reach someone at Tiffin Mats were repeatedly assured that their mats were in production and would soon be shipped. (Consumer Testimony, *passim*). Consumers repeatedly emailed and called and were given false promises, including the mats would ship “next week” or “you’re next in the line,” or they would be promised a new shipment date. (*See, e.g.*, ECC Cheer – Call Log, Ex. 5B; Testimony of Valerie Snelgrove; Greater Rochester Cheerleading, Ex. 7B at CPD-TIFFIN 00104; Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00180, 00186; Testimony of Matthew Wurst; Bay Rockets Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00411.)

51. Other consumers who reached Tiffin Mats were provided with a barrage of different excuses including, but not limited to, supply chain issues, shortage of materials, delays caused by the Covid-19 pandemic (even years after the pandemic had receded), and broken machinery. (*See, e.g.*, Testimony of Jodi Slonaker; Testimony of Nicholas Zimmerman; Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00012; Croft – Emails, Ex. 4B at CPD-TIFFIN 00059 (“we are behind production due to sluggish raw materials”); Testimony of Bachir Saoud; Ed White High School – Emails, Ex. 6E at CPD-TIFFIN 00092; Testimony of Matthew Spellman; Bay Rockets Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00417-423; Testimony of Cheryl Leone; Testimony of Nicole Hightower; Testimony of Robin Hall; Western Piedmont CC – Emails, Ex. 15D at CPD-TIFFIN 00227; Helper Middle

School – Emails, Ex. 8D at CPD-TIFFIN 00120; Denver Dragon Wrestling Club – Email, Ex. 21A at CPD-TIFFIN 00291-292.) Even when consumers were told that Tiffin Mats had received the materials for their mats and they would receive delivery dates soon, the promised update never arrived. (See, e.g., Croft – Emails, Ex. 4B at CPD-TIFFIN 00059 (“we just received today the vinyl need [sic] for your mat cover. It will be cut and sewn. I have you scheduled for an update on 6/29”); ECC Cheer – Call Log, Ex. 5B (“told foam was coming in that day, carpet next week. Should get 1st mat by end of Sept.”).)

52. Consumers ended up feeling like they were getting “the run around.” (Testimony of Latisha Durroh; Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00011; Testimony of Connie Leech; ECC Cheer – Order Cancellation, Ex. 5D at CPD-TIFFIN 00078; Allatoona High School – FTC Complaint, Ex. 17H at CPD-TIFFIN 00250.) Some consumers described the frustration of repeatedly calling the company and either being told they would receive a callback that never came or leaving a message and never hearing back. (Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00011; Testimony of Bachir Saoud; Ed White High School – BBB Complaint, Ex. 6G at CPD-TIFFIN 00099; Denver Dragons Wrestling Club – Email, Ex. 21A at CPD-TIFFIN 00282; Testimony of Scott Mederios.) Other consumers were explicitly told that they would receive an update on their order the following week, but no one from Tiffin Mats contacted them. (Denver Dragons Wrestling Club – Emails, Ex. 21A at CPD-TIFFIN 00295; Bay Rockets Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00410.) One consumer, Scott Mederios, described having to use a pseudonym in order to speak to someone at Tiffin Mats when it stopped returning his prior calls. (Testimony of Scott Mederios.)

53. Many consumers eventually gave up and attempted to cancel their orders. (Consumer Testimony, *passim*.) Some never received a response to their cancellation emails.

(Testimony of Rupert Croft; Leone – Emails, Ex. 12A.) Others were told that their refund was on its way, but they never received it. (*See, e.g.*, ECC Cheer – BBB Complaint, Ex. 12B; Pocono Mountain Youth Wrestling – BBB Complaint, Ex. 26D.) Still another consumer was initially told that the funds would take five to ten business days, then she was told that the funds were being transferred, only to be told weeks later that the customer representative did not process refunds. (ECC Cheer – Call Log, Ex. 5B.) One consumer who attempted to cancel his order five months after placing it was told, in 2019, that he could no longer cancel his order because the materials had already been ordered, yet his mats were never delivered. (Ed White High School – Emails, Ex. 6E at CPD-TIFFIN 00095.) Ultimately, consumers did not receive their mats and could not obtain refunds from Tiffin Mats despite numerous requests. (Consumer Testimony, *passim*.)

54. As a result of Tiffin Mats' deception and failure to deliver purchased athletic mats, wrestling and cheer teams were unable to practice or host events at their gyms. (*See, e.g.*, Testimony of Jodi Slonaker; Testimony of Brittany Draper.) Many of the teams were unable to purchase alternative mats as all of the money they had raised was taken by Tiffin Mats. (*See, e.g.*, Testimony of Brittany Draper; Testimony of Bachir Saoud; Testimony of Craig Knapke; Testimony of Nicholas Zimmerman; Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00012.) Cheer programs were forced to borrow or rent gymnasiums, when they could, but those gymnasiums often did not have the appropriate-sized mats forcing the teams to modify their programs for practice which put them at a disadvantage for competitions. (Testimony of Jodi Slonaker; Testimony of Brittany Draper.) One coach testified that she was unable to hold practices with her entire team as they were forced to practice at other schools and many of her athletes did not have transportation to practices. (Testimony of Brittany Draper.) Other teams had to pay for rentals, resulting in even further losses of money. (Testimony of

Valerie Snelgrove; Testimony of Jodi Slonaker.) One youth program was unable to open at all and another was forced to close its doors after supporting youth cheerleading for over forty years. (Testimony of Gerald Lafon; Testimony of Valerie Snelgrove.)

55. Perhaps the most disturbing fact in this case is that for a significant number of the consumers who testified in this case, the funds used to purchase the ordered mats were raised by children, their parents, or caring teachers, only to be taken by Respondent Stringer. (*See, e.g.*, Testimony of Jodi Slonaker; Testimony of Jennifer Hamblin; Holly Grove Middle School – Emails, Ex. 22C at CPD-TIFFIN 00316 (“These 13 and 14 year old girls worked very hard to raise the money for these mats . . .”); Holyoke High School – BBB Complaint, Ex. 23D at CPD-TIFFIN 000327 (“The kids raised all of the money themselves and now they don’t have money or mats.”) Two of the schools victimized in this case were Title 1 schools and a number of the coaches and officials from other schools who testified in this case explained how their schools could ill afford to lose these funds. (Testimony of Brittany Draper; Testimony of Bachir Saoud; Testimony of Connie Leech; Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00012.)

b. Respondent Stringer’s failure to pay refunds to consumers.

56. Respondent’s website promised that refunds would be paid within thirty days. (Tiffin Mats Website, Ex. 36 at CPD-TIFFIN 000499.)

57. Tiffin Mats failed to provide refunds to consumers within thirty days; in fact, Respondent Stringer failed to pay refunds to most of the consumers who testified even years after taking their payments and failing to deliver their purchased mats and related equipment. (Consumer Testimony, *passim*.) In some instances, Tiffin Mats’ employees informed consumers that their refunds would be processed, but Tiffin Mats failed to issue the refunds. (*See, e.g.*,

Leone – BBB Complaint, Ex. 12B; Affidavit of Titania Cross ¶ 6, Ex. 38 at CPD-TIFFIN 00524; Affidavit of Jonathan Lackman ¶ 6, Ex. 40 at CPD-TIFFIN 00543.)

58. Tiffin Mats also failed to replace defective mats or refund the purchase price for them despite the defects being apparent and reported within the five-year warranty period. (Testimony of Melissa Lotter; Testimony of Matthew Wurst.)

59. Some consumers – Lisa Goslak, Bowie Youth Athletic Cheer, Jonathan Lackman – were able to get refunds of their payments by seeking chargebacks from their credit card companies. (Affidavit of Lisa Goslak ¶ 8, Ex. 37; Affidavit of Titania Cross ¶ 9, Ex. 38; Affidavit of Jonathan Lackman ¶ 9, Ex. 40.) Because Respondent Stringer failed to produce any of his bank or other financial records requested by the Division in discovery, it is not known whether any of these amounts were repaid by Mr. Stringer to their financial institutions.⁶

60. Two other consumers, Joanne Barta and the Buckhannon-Upshur High School, were able to obtain partial refunds of the amounts they owed after making repeated calls to the Respondent, and in the case of the Buckhannon-Upshur High School, after threatening a lawsuit. (Testimony of Joanne Barta; Testimony of Mary Hull.)

61. All other consumers who testified at the hearing of this matter are owed a refund either in the entire amount they paid the Respondent, or in the cases of Matthew Wurst, Melissa Lotter, and Rachel Malsin, the amounts they paid for mats that they either never received or received in defective condition. (Testimony of Latisha Durroh; Testimony of Melissa Lotter; Testimony of Rupert Croft; Testimony of Connie Leech; Testimony of Bachir Saoud; Testimony of Valerie Snelgrove; Testimony of Brittany Draper; Testimony of Nicole Hightower; Testimony of Gerald Lafon; Testimony of Cheryl Leone; Testimony of Craig Knapke; Testimony of Jodi

⁶ The Proponent was able to obtain some of Respondent Stringer's financial records by subpoenaing certain banks directly, but it is unknown whether these records are complete, and they do not reflect any of Respondent Stringer's merchant account records.

Slonaker; Testimony of Robin Hall; Testimony of Christine Duncan; Testimony of Amanda Edwards; Testimony of Matthew Wurst; Testimony of David Smith; Testimony of Nicholas Zimmerman; Testimony of Julie Rochefort; Testimony of Rachel Malsin; Testimony of Scott Mederios; Testimony of Michael Hollar; Testimony of David Bonilla; Testimony of Jennifer Hamblin; Testimony of Matthew Spellman.)

c. Respondent Stringer Managed and Owned Tiffin Mats

62. Respondent Stringer owned and managed the Tiffin Mats-related entities from at least 2014. (See Statement of Charges ¶¶ 6-7, 16-17; Consumer Testimony, *passim*.)

63. Respondent Stringer controlled the bank accounts held in the name of Tiffin Athletic Mats, Inc.; Tiffin Athletic Mats, LLC; and Tiffin Holdings, Inc. (Testimony of Kimoya Henry; *see also* Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2004, Ex. 41A at CPD-TIFFIN 00548-549; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9344, Ex. 42A at CPD-TIFFIN 00558, 00560-561; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9799, Ex. 43A at CPD-TIFFIN 00567, 00569; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2180, Ex. 44A at CPD-TIFFIN 00576, 00578; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3068, Ex. 45A at CPD-TIFFIN 00586-587; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3076, Ex. 46A at CPD-TIFFIN 00593-594; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3084, Ex. 47A at CPD-TIFFIN 00602-603; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3041, Ex. 48A at CPD-TIFFIN 00612-613; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6615, Ex. 49A at CPD-TIFFIN 00618; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623, Ex. 50A at CPD-TIFFIN 00623; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727, Ex. 51A at CPD-TIFFIN 00628; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591, Ex. 52A at CPD-TIFFIN

00672; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604, Ex. 53A at CPD-TIFFIN 00683; Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 9736, Ex. 54A at CPD-TIFFIN 00720; Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 4289, Ex. 56A at CPD-TIFFIN 00794.)

64. Respondent Stringer wrote checks and made withdrawals from the Tiffin Holdings, Inc. and Tiffin Athletic Mats, LLC bank accounts. (Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2004 – Checks, Ex. 41C; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9344 – Checks, Ex. 42C; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9799 – Checks, Ex. 43C; Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2180 – Checks, Ex. 44C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3068 – Checks, Ex. 45C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3076 – Checks, Ex. 46C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3084 – Checks, Ex. 47C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3041 – Checks, Ex. 48C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6615 – Checks, Ex. 49C; Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623 – Checks, Ex. 50C; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727 – Checks, Ex. 51C; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591 – Checks, Ex. 52C; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604 – Checks, Ex. 53C; Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 9736 – Statements & Checks, Ex. 54B at CPD-TIFFIN 00742-745, 00755-758, 00768-769, 00774, 00780; Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 4289 – Checks, Ex. 56C.)

65. In fact, Respondent Stringer had many of the Tiffin Holdings, Inc.'s bank statements sent directly to his home address at 166 Mike Court, Elkton, Maryland 21921, rather

than a business address. (Testimony of Kimoya Henry; *see, e.g.*, Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623, Ex. 50B at CPD-TIFFIN 00624; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727, Ex. 51B at CPD-TIFFIN 00629; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591, Ex. 52B at CPD-TIFFIN 00673; Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604, Ex. 53B at CPD-TIFFIN 00634.)

66. Respondent Stringer used the email address gerry@tiffinmats.com to send and receive emails regarding orders and requests for refunds with many of the consumers who testified in this case. (*See, e.g.*, Auburn University – Sales Order, Ex. 1A at CPD-TIFFIN 00004 (invoice received from “Gerry Stringer [<mailto:gerry@tiffinmats.com>]”); Charlton Youth – 2019.09.03 Email, Ex. 3D at CPD-TIFFIN 00043; Sycamore War Eagles – Emails, Ex. 28E at CPD-TIFFIN 00380 (email from Gerry Stringer <gerry@tiffinmats.com>).)

67. Respondent Stringer was responsible for the production and shipment of orders and was frequently the person to whom Tiffin’s customer service representatives referred consumers or deferred to when responding to consumers’ order inquiries and refund requests. (*See, e.g.*, Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00186 (“I simply get the updates from Gerry and pass them back down to the customer . . .”), CPD-TIFFIN 00199 (“I have sent information over to Gerry concerning your order . . . Gerry is Cc’d, he will be able to assist you going forward.”); Denver Dragons Wrestling Club- Email, Ex. 21A at CPD-TIFFIN 00285 (“I spoke with Gerry he is working on the schedule currently to see what we can do in regards to the order”), CPD-TIFFIN 00286 (“I just need to double check with Gerry to confirm and I will email you over the completion times tomorrow.”); Holyoke High School – BBB Complaint, Ex. 23D at CPD-TIFFIN 00327 (I’ve now spoken to three sales reps: . . . I was given a supervisor’s email address yesterday and I emailed Gerry.”); Bay Rockets

Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00411 (“Gerry has stated that he will try to have you shipped by the end of the week.”), CPD-TIFFIN 00412 (“Gerry has responded below. Please let me know what you think”.)

68. Respondent Stringer misled consumers about their deliveries for years. (Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00182 (“Gerry stated production is still finishing up your order. Depending on the day you’re completed, you may ship this week . . . [otherwise] you won’t ship until next week.”); Denver Dragons Wrestling Club- Email, Ex. 21A (“I just met with Gerry and he has updated your Eta to the week of 2/21”); Denver Dragons Wrestling Club – Sales Order, Ex. 21B (“MUST SHIP BY 3/6/17 ****Approved by Manager [Stringer] ****”); Denver Dragons Wrestling Club – Email, Ex. 21A at CPD-TIFFIN 00300 (after emailing Tiffin Mats for more than six years, David Smith wrote to Respondent Stringer: “What is the latest on delivering my mat? It is 6 years, 8 months and 18 days past original ship date. Please quit leading me on. Please, Please deliver our mat or refund our money!!!”); Holly Grove Middle School – Email, Ex. 22C at CPD-TIFFIN 00313 (“I spoke to Gerry about the end of the Month due date to avoid cancellation – He stated he can GUARANTEE them by November 5th”); Pocono Mountain Youth Wrestling, - Email, Ex. 26C at CPD-TIFFIN 00354 (“On 4/22 – Gerry said that your order was 4 weeks out and I emailed on 4/30 Gerry said your order was 3 weeks out and he’d follow up with you. . . .”); Bay Rockets Association – O’Donoghue Emails, Ex. 29D at CPD-TIFFIN 00407 (“Per Gerry, your mats are next in the production queue”), CPD-TIFFIN 00408-00409 (“I’ve spoken to Gerry this morning concerning your Eta”); Sycamore War Eagles – Sales Order, Ex. 28C (identifying sales “[r]ep: Gerry”).)

69. Respondent Stringer was responsible for processing the Tiffin Mats refunds. (ECC Cheer – Call Log, Ex. 5B (Robin (Tiffin Mats employee) said she would talk to Gerry

about the refund and call back); Leone – BBB Complaint, Ex. 12B (informed by employee that “she does not process returns and that I needed to contact gerry@tiffinmats.com”); Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00197 (“I have talked to both Latrice (Tiffin Mats employee) and Robin about the attached letter and both have told me that they do not have the authority to issue the refund requested.”); Holyoke High School – Refund Request Form, Ex. 23C at CPD-TIFFIN 00325 (refund request form to be approved by Gerald Stringer); Testimony of Bradley Tiffin.) Respondent Stringer misled consumer about their refunds either directly or by failing to respond to their refund requests at all. (Leone – BBB Complaint, Ex. 12B at CPD-TIFFIN 00168 (stating that she received an email from Gerry Stringer saying: “it was on his shoulders that the refund had not been processed and would do it by the end of that week which would have been September 7th. Today is October 2nd and still no refund.”); Croft – Emails, Ex. 4B at CPD-TIFFIN 00065 (email sent to gerry@tiffinmats.com without response: “Please refund my purchase of a mat made on November 10, 2022”); Testimony of Rupert Croft (never received refund); Helper Middle School – Emails, Ex. 8D at CPD-TIFFIN 00121 (sent to gerry@tiffinmats.com without response: “I do expect to have a full refund”); Testimony of Brittany Draper (never received refund); Pocono Mountain Youth Wrestling – BBB Complaint, Ex. 26D at CPD-TIFFIN00363 (“Business Response – I apologize for the experience. I was not made aware of such refund request. I will make sure it is refunded in the next couple weeks.”); Testimony of Michael Hollar (never received refund).)

70. According to Bradley Tiffin, Respondent Stringer controlled every aspect of Tiffin Mats’ operations as its general manager and later its owner, including ordering supplies to fabricate mats, managing orders, overseeing the production of mats, managing and setting deliveries, and responding to consumer inquiries about orders, including authorizing refunds. (Testimony of Bradley Tiffin.)

E. Consumer Testimony

North Canton Cheerleading Parent Association – Jodi Slonaker

71. Jodi Slonaker lives in North Canton, Ohio. (Testimony of Jodi Slonaker.)

72. She is the Vice President of the North Canton Cheerleading Parent Association in North Canton, Ohio. (Slonaker Testimony.) The North Canton Cheerleading Parent Association is a nonprofit organization that supports the middle and high school cheerleading programs at Hoover High School in North Canton, Ohio. (*Id.*) The Parent Association fundraises and purchases equipment and uniforms for cheerleading competitions on behalf of the schools. (*Id.*)

73. In August 2022, Ms. Slonaker reached out to Tiffin Mats to discuss ordering nine mat panels for the cheerleading program. (*Id.*) Tiffin Mats assured her that the mats would be delivered by October 2022. (*Id.*) The cheerleading squad needed the mats prior to the start of competition season in November. (*Id.*)

74. The students hosted fundraising activities—including car washes, tag days, and popcorn sales—to raise the money necessary to purchase the mats. (*Id.*)

75. On August 26, 2022, on behalf of the North Canton Cheerleading Parent Association, Ms. Slonaker purchased nine mat panels for a total price of \$9,232.00, consisting of \$8,055.00 for the mat panels and \$1,177.00 for shipping. (*Id.*; *see also* North Canton Cheerleading Parent Assn – Receipt, Ex. 14A.) She paid with the North Canton Cheerleading Parent Association debit card. (*Id.*)

76. When the athletic mats did not arrive as expected by October 2022, the North Canton Cheerleading Parent Association began reaching out to Tiffin Mats every seven to ten days by phone or email. (Slonaker Testimony.) Initially, Ms. Slonaker was told that Tiffin Mats was having supply issues. (North Canton Cheerleading Parent Assn – Emails, Ex. 14B.)

77. Because North Canton Cheerleading Parent Association had not received the mats it had purchased, the Association had to rent facilities for cheerleading practice when the season began. (Slonaker Testimony.) The North Canton Cheerleading Parent Association was forced to pay \$150.00 per week to rent facilities for at least sixteen to twenty weeks in order for the teams to practice. (*Id.*) This cost the North Canton Cheerleading Parent Association approximately \$2,400.00 to \$3,000.00 in rental fees. (*See id.*) The only gymnastics center that the Parent Association was able to rent put the team at a competitive disadvantage because gymnastics centers only have seven-panel mats, rather than the nine-panel mats that Ohio requires for cheerleading competitions. The cheerleading teams were forced to alter their routines for the competitions in Fall 2022 and Spring 2023, limiting the usefulness of their practices. (*Id.*)

78. The process of fundraising and not receiving the mats they had worked for also damaged the team's morale. (*Id.*)

79. In June 2023, almost a year after Ms. Slonaker placed the order, Respondent Stringer responded to her email saying they were "very far behind" and offering to update her two weeks later. (North Canton Cheerleading Parent Assn – Emails, Ex. 14B at CPD-TIFFIN 00216.) She did not receive any further communications from Tiffin Mats despite continuing to email them regularly. (Slonaker Testimony.)

80. After a significant amount of time had passed without receiving the athletic mats, Ms. Slonaker asked Tiffin Mats to refund the North Canton Cheerleading Parent Association's payment. (Slonaker Testimony.) Ms. Slonaker also filed a complaint with the Better Business Bureau and the Office of the Attorney General of Maryland. (Slonaker Testimony; North Canton Cheerleading Parent Assn – MD AG Complaint, Ex. 14C.)

81. North Canton Cheerleading Parent Association never received the mats that it ordered and never received a refund of the \$9,232.00 it had paid to Tiffin Mats. (*Id.*)

Greater Rochester Cheerleading – Valerie Snelgrove

82. Valerie Snelgrove lives in Rochester, New York where she was the owner of Greater Rochester Cheerleading for forty-three years. (Testimony of Valerie Snelgrove.)

83. Greater Rochester Cheerleading was a nonprofit, one day cheerleading tournament for seventh through twelfth grade students held annually in Rochester, New York. (*Id.*)

84. Ms. Snelgrove had known about Tiffin Mats because the company was a preferred cheer supplier for cheer competitions going back to when she was a national coach in 1977, and she had previously purchased mats from Tiffin Mats in the 1990s. (*Id.*)

85. On December 30, 2016, Ms. Snelgrove paid \$6,940.00 for a nine-panel, ECO Flexible Cheer Mat, which included \$362.00 in shipping costs and a credit card surcharge of \$179.00. (*Id.*; Greater Rochester Cheerleading – Sales Order, Ex. 7A.) Ms. Snelgrove was told that the mats would be shipped on March 1, 2017. (Snelgrove Testimony; Greater Rochester Cheerleading – Sales Order, Ex. 7A.)

86. Ms. Snelgrove sold Greater Rochester Cheerleading's existing athletic mats in anticipation of receiving the Tiffin mats she had ordered. (Greater Rochester Cheerleading – BBB Complaint, Ex. 7C.)

87. When the Tiffin Mats order did not arrive on March 1, 2017, Ms. Snelgrove emailed Tiffin Mats and was told that the mats would be delivered on March 6, 2017. (Snelgrove Testimony; Greater Rochester Cheerleading – Emails, Ex. 7B at CPD-TIFFIN 00104.) Yet, the mats did not arrive in March 2017. (Snelgrove Testimony.)

88. Ms. Snelgrove reached out to Tiffin Mats to inquire about the athletic mats by phone and email roughly every couple of weeks from March 2017 through at least October 2017. (Greater Rochester Cheerleading – MD AG Complaint, Ex. 7D.) During this time, Ms.

Snelgrove spoke with eight different employees and was told each time that “they have to go out to the warehouse to check on the order and will get right back to [her], or the General Manager is in a meeting and will get right back to [her].” (Greater Rochester Cheerleading – BBB Complaint, Ex. 7C.)

89. On December 4, 2017, Ms. Snelgrove filed a complaint with the Better Business Bureau requesting either the immediate delivery of her ordered mats or a refund of her payment from Tiffin Mats, but Tiffin Mats never responded to the complaint. (*Id.*) Ms. Snelgrove also filed a complaint with the Office of the Attorney General of Maryland. (Greater Rochester Cheerleading – MD AG Complaint, Ex. 7D.)

90. Greater Rochester Cheerleading never received the mats it purchased and never received a refund of the \$6,940.00 it paid Tiffin Mats for the mats. (Snelgrove Testimony.)

91. Because Greater Rochester Cheerleading did not receive the cheerleading mats it ordered from Tiffin Mats, the competition was forced to rent mats for several years and ultimately shut its doors because of the financial loss suffered as a result of Tiffin Mats’ failure to deliver the mats or provide a refund. (*Id.*)

ECC Cheer– Connie Leech

92. Connie Leech lives in Nags Head, North Carolina. (Testimony of Connie Leech.)

93. Ms. Leech runs East Carolina Christian Cheerleading (“ECC Cheer”), a faith-based, nonprofit organization that supports cheerleading programs for children ages six through eighteen. ECC Cheer has been in Nags Head, North Carolina for seven years. Previously, ECC Cheer had been based in Maryland. (*Id.*)

94. On May 11, 2022, Ms. Leech placed her first order with Tiffin Mats by telephone for an Eco Sport Mat. (*Id.*; *see also* ECC Cheer – Receipts, Ex. 5A.) Ms. Leech paid \$895.00 for a mat and \$171 in shipping and handling for a total of \$1,066.00. (Leech Testimony; *see also*

ECC Cheer – Receipts, Ex. 5A at CPD-TIFFIN00071.) She purchased the mat using money that had been donated to ECC Cheer. (Leech Testimony.)

95. Ms. Leech needed the mat before the cheer season started in August. When she placed the order, Tiffin Mats informed her that the mat would ship by the end of July 2022. When the mat did not arrive, Ms. Leech called Tiffin Mats and was told that her mat would be shipped in September. (Leech Testimony.)

96. Despite not yet having received her original order, after receiving a second donation, on August 17, 2022, Ms. Leech placed a second order for an Eco Sport Mat and paid \$1,066.00, including \$895.00 for the mat and \$171.00 for shipping. (Leech Testimony; *see also* ECC Cheer – Receipts, Ex. 5A at CPD-TIFFIN 00072.) Ms. Leech was given an estimated shipping date for the second mat of December 2022. (ECC Cheer – Call Log, Ex. 5B.)

97. Ms. Leech emailed Respondent Stringer and began reaching out to Tiffin Mats approximately every week to follow up on her first order and to ensure the second would be delivered in a timely manner. (*Id.*) Ms. Leech spoke with Robin numerous times and was regularly told that her order would ship the following week. (*Id.*)

98. In October 2022, Ms. Leech emailed Respondent Stringer directly following up on the athletic mats she had ordered. (ECC Cheer – Email, Ex. 5C.)

99. Finally, in February 2023, Ms. Leech asked Robin to cancel her orders. (ECC Cheer – Call Log, Ex. 5B; *see also* ECC Cheer – Order Cancellation, Ex. 5D.) Ms. Leech was repeatedly told that her refund would be processed, but she never received a refund for either mat. (ECC Cheer – Call Log, Ex. 5B.) Robin also told her that she “would talk to Gerry.” (*Id.*) In April, after following up more than ten times throughout February and March, Robin suddenly informed Ms. Leech that “she [Robin] has nothing to do with refunds” and was given a customer

service email address to request a refund. (*Id.*) Despite sending an email to that customer service email address requesting a refund, Ms. Leech did not receive a refund. (*Id.*)

100. On or about July 27, 2023, Ms. Leech filed a chargeback with her credit card company but was unsuccessful because too much time had passed since the purchases. (Leech Testimony; ECC Cheer – Call Log, Ex. 5B at CPD-TIFFIN 00075.)

101. In July 2023, Ms. Leech filed a complaint with the Better Business Bureau of Maryland. (ECC Cheer – BBB Complaint, Ex. 5E.) Ms. Leech also filed a complaint with the Office of the Attorney General of Maryland. (ECC Cheer – MD AG Complaint, Ex. 5F.)

102. ECC Cheer never received the mats Ms. Leech had purchased and never received a refund of the \$2,132.00 it paid for the two mats. (Leech Testimony.)

Ridgefield Cheer – David Bonilla

103. David Bonilla resides in Ridgefield, Connecticut. (Testimony of David Bonilla.)

104. Mr. Bonilla's wife is a coach affiliated with the Ridgefield Youth Football and Cheer Club. The Ridgefield Youth Football and Cheer Club is a nonprofit booster club that fundraises to buy equipment for youth football and cheer squads. (*Id.*)

105. In August 2019, the Ridgefield Youth Football and Cheer Club needed to order a mat for its cheerleaders to practice on. The Ridgefield Youth Football and Cheer Club contacted Tiffin Mats and, on August 16, 2019, it purchased one large, flexible cheer mat comprised of nine separate mats that were attached by Velcro. The Ridgefield Youth Football and Cheer Club paid \$5,490.00 for the mats and an additional \$605.00 for shipping and handling, for a total of \$6,095.00. (Bonilla Testimony; Ridgefield Youth Football, Ex. 27.)

106. Tiffin Mats never delivered the mats purchased by the Youth Football and Cheer Club. When the mats were not shipped, the Ridgefield Youth Football and Cheer Club reached out repeatedly to Tiffin Mats to inquire about the shipment. (Bonilla Testimony.)

107. After three years had elapsed and Tiffin Mats had not shipped the ordered mats, Mr. Bonilla called Tiffin Mats and was told that the Ridgefield Youth Football and Cheer Club's order was being processed. Mr. Bonilla responded, indicating the order was almost three years old and he requested a refund. The woman with whom he spoke told Mr. Bonilla that she would have to talk to "Gerry" who Mr. Bonilla understood to be Tiffin Mats' owner. (Bonilla Testimony.)

108. Tiffin Mats never shipped the mats ordered by the Ridgefield Youth Football and Cheer Club and never refunded the Club's \$6,095.00 payment. (*Id.*)

Auburn University – Latisha Durroh

109. Latisha Durroh is from Auburn, Alabama. (Testimony of Latisha Durroh.) She has been the Director of Community Relations and Experience at Auburn University, a public university, since 1993. (*Id.*)

110. She reached out to Tiffin Mats in 2017 when the university's cheerleaders needed new mats. (*Id.*)

111. On June 19, 2017, Auburn University placed an order for 4 blue ECO Standard Cheer Mats and accessories for \$3,652.00 plus \$875.00 in shipping and handling, for a total of \$4,527.00. (Durroh Testimony; Auburn University – Sales Order, Ex. 1A.) Auburn University was told that the mats would be shipped by August 24, 2017. (Durroh Testimony; Auburn University – Sales Order, Ex. 1A.) Respondent Stringer sent her an invoice reflecting the purchase via email. (See Auburn University – Emails, Ex. 1B.)

112. Ms. Durroh began reaching out to Tiffin Mats to inquire about Auburn University's order at the end of August. Tiffin Mats did not respond to any of her emails or telephone messages. (Durroh Testimony; Auburn University – Emails, Ex. 1B.) In

mid-September, Ms. Durroh was told that her sales order was placed “on [the] boss’ desk so that he can put you on the production schedule . . .” (Auburn University – Emails, Ex. 1B at CPD-TIFFIN 00006.) Ms. Durroh called at least five times between September 19 and December 14, 2017, but she “got[] a complete run around.” (Auburn University – Internal Report, Ex. 1C at CPD-TIFFIN 00012.) One year after placing her order, Tiffin Mats continued to tell Ms. Durroh that the university’s mats would be delivered. (See Auburn University – Emails, Ex. 1B at CPD-TIFFIN 00008.)

113. Ms. Durroh eventually canceled the order and requested a refund. (*Id.* at CPD-TIFFIN 00009.)

114. In 2019, Ms. Durroh filed a complaint with the Better Business Bureau of Maryland. (Durroh Testimony; Auburn University – BBB Complaint, Ex. 1D.)

115. Auburn University never received the mats it had ordered and never received a refund of its \$4,527.00 payment. (Durroh Testimony.)

Sycamore War Eagles Wrestling Association – Jennifer Hamblin

116. Jennifer Hamblin lives in Pleasant View, Tennessee. (Testimony of Jennifer Hamblin.)

117. Ms. Hamblin is an officer of the Sycamore War Eagles Wrestling Association as well as the wife of the wrestling team’s head coach. (*Id.*) The Sycamore War Eagles Wrestling Association is a nonprofit booster club for the Sycamore High School wrestling team. (*Id.*)

118. In July 2019, Jerry Heckert, one of the parents involved in the booster club, reached out to Tiffin Mats and obtained a quote for wrestling mats that was \$6,500.00 and \$750.00 in shipping and handling, for a total of \$7,250.00. (Sycamore War Eagles – Quote, Ex. 28A.)

119. The Sycamore War Eagles Wrestling Association was required to pay for the mats in advance. (Hamblin Testimony.) Respondent Stringer was the sales representative for the Sycamore War Eagles Wrestling Association order. (See Sycamore War Eagles – Design, Ex. 28B; see also Sycamore War Eagles – Sales Order, Ex. 28C; Sycamore War Eagles – Emails, Ex. 28E at CPD-TIFFIN 00377 (“Gerry Stringer [] took my order.”).) Respondent Stringer told Mr. Heckert that “it has to ne [sic] prepaid in full, and will take about 6-8 weeks to have to you.” (Sycamore War Eagles – Emails, Ex. 28E at CPD-TIFFIN 00373.)

120. The wrestling team needed the mats before the start of wrestling season, in October. (Hamblin Testimony.)

121. The students and parents raised money to pay for the wrestling mats by hosting fundraisers including car washes, bake sales, and yard sales. (Hamblin Testimony; Sycamore War Eagles – Emails, Ex. 28E at CPD-TIFFIN 00384 and 00391.) The check, payable to Tiffin Holdings, Inc., for \$7,250.00, was cashed on August 19, 2019. (Sycamore War Eagles – Check, Ex. 28D.)

122. On August 20, 2019, the Sycamore War Eagles Wrestling Association was told that the mats would ship on or around October 18, 2019. (Sycamore War Eagles – Sales Order, Ex. 28C.)

123. The mats did not arrive in October 2019. (Hamblin Testimony.)

124. Because they did not have the mats at the start of wrestling season, the Sycamore War Eagles were forced to limit their home competition events, change their schedule, and borrow wrestling mats. (*Id.*)

125. Mr. Heckert and other members of the Sycamore War Eagles Wrestling Association began reaching out to Tiffin Mats by either phone or email on a weekly basis. (*Id.*) They were given a variety of excuses and kept being told that the mats were coming. (*Id.*)

126. Over the course of the next year and a half, Mr. Heckert alone reached out to Tiffin Mats more than 25 times to inquire about when the wrestling mats would be shipped. (See Sycamore War Eagles – Emails, Ex. 28E.) On June 8, 2020, Mr. Heckert voiced his frustration directly to Respondent Stringer when he wrote: “It has been almost 1 year since our order and you have made zero attempts to make this problem right. Your company stole \$7,250.00 of the wrestling SSO [student support organization] fund as you have made no attempt to deliver our mat but yet you post all over social media about products you have or can make.” (*Id.* at CPD-TIFFIN 00389-390.)

127. Ms. Hamblin hired a lawyer to send a demand letter to Respondent Stringer and Tiffin Mats, and filed a complaint with the Office of the Attorney General of Maryland. (Sycamore War Eagles – Demand Letter, Ex. 28F; Sycamore War Eagles – MD AG Complaint, Ex. 28G.)

128. The Sycamore War Eagles Wrestling Association never received the wrestling mats it ordered or a refund of the \$7,250.00 it had paid to Tiffin Mats. (Hamblin Testimony.)

Denver Dragons Wrestling Club – David Smith

129. David Smith resides in Denver, North Carolina. (Testimony of David Smith.)

130. He founded the Denver Dragons Wrestling Club twenty years ago. The club is a nonprofit organization that promotes youth wrestling. (*Id.*)

131. The wrestling club funds itself by charging a \$50.00 fee and raising money through wrestling tournaments that it organizes. It uses the funds it raises to pay for insurance, buy singlets and shorts for its members, and to pay for wrestling equipment. (*Id.*)

132. On January 30, 2017, on behalf of the Denver Dragons Wrestling Club, Mr. Smith ordered a large wrestling mat from Tiffin Mats for \$5,314.00, plus \$275.00 in shipping and

handling charges, for a total of \$5,589.00. (*Id.*; *see also* Denver Dragons Wrestling Club – Sales Order, Ex. 21B.)

133. Mr. Smith informed Tiffin Mats that he needed the mat to arrive by March 6, 2017, so it could be used for a scheduled wrestling tournament, and Tiffin Mats listed that date as the estimated ship date on its Sales Order. (Denver Dragons Wrestling Club – Sales Order, Ex. 21B.)

134. Tiffin Mats never shipped the mat ordered by the Denver Dragons Wrestling Club. (Smith Testimony.)

135. When Tiffin Mats did not send a mat to the Denver Dragons Wrestling Club, Mr. Smith commenced calling the company to check on a delivery date. (Smith Testimony.) He also repeatedly emailed the company between January 4, 2018, and October 18, 2023, with his final email stating: “What is the latest on delivering my mat? It is 6 years, 8 months and 18 days past original ship date. Please quit leading me on. Please, Please deliver our mat or refund our money!!!” This email and others sent by Mr. Smith were directed to Respondent Stringer. (*Id.*; Denver Dragons Wrestling Club – Email, Ex. 21A.)

136. Mr. Smith filed a complaint with the Better Business Bureau on January 5, 2018, but Tiffin Mats never responded to the complaint. (Smith Testimony; Denver Dragons Wrestling Club – BBB Complaint, Ex. 21C.)

137. Tiffin Mats never delivered the purchased mat or refunded the \$5,589.00 the Denver Dragons Wrestling Club paid for its mat. (Smith Testimony.)

Holly Grove Middle School – Nicholas Zimmerman

138. Nicholas Zimmerman resides in Holly Springs, North Carolina. (Testimony of Nicholas Zimmerman.)

139. Mr. Zimmerman has been employed as a math teacher and the Athletic Director at the Holly Grove Middle School for the past 12 years. Holly Grove Middle School is a public school. (*Id.*)

140. In 2019, the Holly Grove Middle School contacted Tiffin Mats to purchase cheer mats for its cheer team. The cheer team has daily practices and uses mats to practice on and prepare for competitions. The team's existing mats were old and wearing out and needed to be replaced. (*Id.*)

141. Kristen Omer was the head cheer coach and in mid-December 2019, Ms. Omer agreed to purchase five cheer mats from Tiffin Mats for a total price of \$3,615.00. (Holly Grove Middle School – Receipt, Ex. 22A; Holly Grove Middle School – Second Receipt, Ex. 22B.) The cheer team used funds raised by students and their family members, as well as donations, to pay for the mats. (Zimmerman Testimony.) The mats were purchased and paid for in two transactions, the first on December 16, 2019, for \$2,169.00, which was a payment from the Cheer Team's Booster Club, and the second on December 17, 2019, for \$1,446.00, which was paid for directly by the school. (Zimmerman Testimony; Holly Grove Middle School – Receipt, Ex. 22A; Holly Grove Middle School – Second Receipt, Ex. 22B.)

142. The Holly Grove Middle School expected the mats to be delivered in four to five months, well in advance of August 2020, when the cheer team started to practice for the following fall and winter cheer season. When the mats were not shipped in the spring of 2020, Mr. Zimmerman was not initially concerned because he assumed the delay was due to the Covid-19 pandemic. When the school contacted Tiffin Mats about the status of its order, Tiffin Mats promised the mats would be delivered in the fall of 2020. (Zimmerman Testimony.)

143. In the fall of 2020, after Tiffin Mats did not deliver the mats ordered by the Holly Grove Middle School, the school again began calling the company and spoke with different

representatives of the company who offered different excuses. Mr. Zimmerman and Ms. Omer also began emailing the company to request the cancellation of their order and a refund, or confirmation of delivery. (Zimmerman Testimony.) In one of the email exchanges, on October 14, 2021, Ms. Omer, writing to a Tiffin Mats' employee named Latrice, agreed not to cancel the order if Tiffin Mats could guarantee delivery within a month. Latrice responded that same day writing that she had spoken with "Gerry" and "he can GURANTEE them by November 5th." Notwithstanding this guarantee, the mats were not delivered to the school. (Zimmerman Testimony; Holly Grove Middle School – Email, Ex. 22C.)

144. On May 16, 2022, Mr. Zimmerman filed a complaint against Tiffin Mats with the Better Business Bureau, and he continued to email Tiffin Mats requesting an update, but Tiffin Mats did not respond. Mr. Zimmerman considered legal action against Tiffin Mats, but the school could not afford to pay legal fees. (Zimmerman Testimony; Holly Grove Middle School – BBB Complaint, Ex. 22D.)

145. Holly Grove Middle School never received the mats it ordered nor a refund of its \$3,615.00 payment. The school has been unable to purchase new cheer mats from another merchant because they are now twice as expensive than they were when the school purchased mats from Tiffin Mats, and the school cannot afford them. Instead, the cheer squad is still using its old mats, which are falling apart on the edges and leaking foam. (Zimmerman Testimony.)

Buckhannon-Upshur High School – Mary Hull

146. Mary Hull resides in Buckhannon, West Virginia. (Testimony of Mary Hull.)

147. Ms. Hull is the Finance Secretary at the Buckhannon-Upshur High School, a public school in West Virginia. (*Id.*)

148. In 2015, Joe Cutright, who was the President of the Buckhannon-Upshur High School wrestling team's booster club, sought to purchase new wrestling mats from Tiffin Mats.

The school was interested in replacing its wrestling team's mats because the old mats no longer had adequate cushion, were "dilapidated," were difficult to sanitize, and were a safety issue.

(*Id.*)

149. In March 2015, the Buckhannon-Upshur High School purchased wrestling mats from Tiffin Mats for \$6,200.00, plus an additional \$570.00 for freight. It made a downpayment of half that amount, \$3,385.00, by a check payable to Tiffin Mats. The funds used for the payment were raised by a teacher at the high school who sold snacks in her classroom. (Hull Testimony; Buckhannon-Upshur High School – Invoice, Ex. 20A; Buckhannon-Upshur High School – Purchase Order, Ex. 20B; Buckhannon-Upshur High School – Check, Ex. 20C.)

150. Tiffin Mats promised to deliver the mats by July 2015. The school had placed its order early so that the wrestling team could use them at the start of the next wrestling season in September. (Hull Testimony.)

151. When the mats did not arrive in July 2015, the school began calling Tiffin Mats and was "given the run around." By September 2015, when the mats had not been delivered, Ms. Hull lodged a complaint with the Better Business Bureau on behalf of the Buckhannon-Upshur High School. (Hull Testimony; Buckhannon-Upshur High School – Cutright Email, Ex. 20D; Buckhannon-Upshur High School – Notes, Ex. 20E; Buckhannon-Upshur High School – BBB Complaint, Ex. 20F.)

152. On November 6, 2015, when the mats still had not been shipped, George Carver, the Treasurer for the Board of Education, sent a demand letter to Tiffin Mats requesting a refund. The school board also got its attorneys involved. Subsequently, beginning in February 2016 through October 2016, Tiffin Mats sent monthly \$250.00 payments to the Buckhannon-Upshur High School, refunding a total of \$1,750.00 to the school. Tiffin Mats still owes the Buckhannon-Upshur High School a refund in the amount of \$1,600.00. (Hull Testimony;

Buckhannon-Upshur High School – Demand Letter, Ex. 20G; Buckhannon-Upshur High School – Repayment Acct Record, Ex. 20H.)

153. The Buckhannon-Upshur High School wrestling team has been forced to continue using its old wrestling mats because it has been unable to come up with the additional funds to purchase new wrestling mats from another company. (Hull Testimony.)

Cheryl Leone

154. Cheryl Leone lives in Southington, Connecticut. (Testimony of Cheryl Leone.)

155. On April 10, 2018, Ms. Leone ordered an athletic mat online so that her daughter could practice her aerial skills at home. (*Id.*)

156. Ms. Leone paid \$420.00 for the mat and \$149.00 for shipping and handling for a total of \$569.00. (*Id.*; *see also* Leone – BBB Complaint, Ex. 12B.)

157. After not receiving the mat as expected in June 2018, Ms. Leone called Tiffin Mats and was told that the company was waiting on materials. (Leone Testimony.) Ms. Leone began calling one to two times a month, but did not receive a new shipping date. (*Id.*)

158. In July 2018, Ms. Leone emailed Tiffin Mats and requested a refund, but never received a response. (Leone – Refund Request, Ex. 12A.) She followed up several times by email about her refund, but did not receive a response to her refund request. (Leone Testimony.) Ms. Leone was told by an employee at Tiffin Mats that she needed to contact Respondent Stringer to request a refund, and she did so. (*Id.*) Respondent Stringer replied to her refund request and said that “it was on his shoulders that the refund had not been processed and [he] would do it by the end of th[e] week.” (Leone – BBB Complaint, Ex. 12B.) When she did not receive her refund, Ms. Leone filed a complaint with the Better Business Bureau. (Leone – BBB Complaint, Ex. 12B.)

159. Ms. Leone never received her mat she ordered and never received a refund for the \$569.00 she paid Tiffin Mats for the mat. (*Id.*)

Nicole Hightower

160. Nicole Hightower lives in Pleasant Hill, Missouri. (Testimony of Nicole Hightower.)

161. On June 2, 2023, Ms. Hightower placed an order for a wrestling mat for her children to use at home after receiving a recommendation from her son's high school wrestling coach. (Hightower Testimony; Hightower – Receipt, Ex. 9A.)

162. Ms. Hightower paid the full amount of \$1,118.00 in advance, including \$805.00 for the mat and \$313.00 for shipping. (Hightower Testimony; Hightower – Receipt, Ex. 9A.) Ms. Hightower paid using a personal check which was cashed on June 6, 2023. (Hightower Testimony; Hightower – Check, Ex. 9B.) After the check was cashed, Ms. Hightower received an email from Tiffin Mats updating her order status to acknowledge that it had received her check. (Hightower Testimony; Hightower – Order Status Change, Ex. 9C.)

163. Ms. Hightower was informed that the mat would take six to eight weeks to ship. (Hightower Testimony.)

164. When she did not receive her order in August 2023, Ms. Hightower called Tiffin Mats and spoke to a woman who told her that the company was still waiting on the materials from its supplier.

165. After calling several more times, Ms. Hightower eventually was forwarded to Respondent Stringer's voicemail where she left a message. Based on her conversations with Tiffin Mats employees, Ms. Hightower understood that Respondent Stringer was the manager. Respondent Stringer never returned Ms. Hightower's call. When she tried to contact Respondent Stringer again, she was unable to leave a message as his voicemail box was full. (Hightower

Testimony.) Ms. Hightower also emailed Respondent Stringer five times but never received a response. (*Id.*; Hightower – Emails, Ex. 9D.)

166. After sending multiple emails requesting an update, on September 6, 2023, Ms. Hightower emailed Respondent Stringer requesting a refund. (*Id.*; Hightower – Emails, Ex. 9D.) Ms. Hightower never received a response to her refund request. (Hightower Testimony.)

167. Ms. Hightower filed a complaint with the Better Business Bureau and the Office of the Attorney General of Maryland. (Hightower – BBB Complaint, Ex. 9E; Hightower – MD AG Complaint, Ex. 9F.)

168. Ms. Hightower never received the mat she ordered from Tiffin Mats and never received a refund of the \$1,118.00 she had paid. (Hightower Testimony.)

Mountain Home High School – Scott Mederios

169. Scott Mederios resides in Mountain Home, Idaho. (Testimony of Scott Mederios.)

170. Mr. Mederios is a teacher and a coach at Mountain Home High School, a public school. (Mederios Testimony.)

171. Mr. Mederios contacted Tiffin Mats in April 2016 to order three wrestling mats and one wall mat for the Mountain Home High School wrestling team. On July 1, 2016, he ordered the four mats and paid Tiffin Mats \$25,751.40, which included \$2,941.00 in shipping and handling charges. (Mederios Testimony; Mountain High School – Quote, Ex. 25A; Mountain High School – Sales Order, Ex. 25B; Mountain High School – Check, Ex. 25C.)

172. The funds used to purchase the mats came from municipal taxes that were awarded for recreational projects by the Western County Recreation District. (Mederios Testimony.)

173. The high school did not have competition mats and intended to use the mats it ordered for the upcoming 2017 wrestling season. Tiffin Mats estimated it would ship the mats by September 23, 2016. (*Id.*; see also Mountain High School – Sales Order, Ex. 25B.)

174. When Tiffin Mats did not ship the ordered mats in September 2016, Mr. Mederios started calling the company once or twice a week, but Tiffin Mats rarely returned his calls. When Tiffin Mats responded, it offered different excuses but promised that the high school's mats would be next in its production line. Eventually, Tiffin Mats stopped returning Mr. Mederios' calls, so he called using a pseudonym in order to get it to answer the phone. (Mederios Testimony.)

175. In April 2017, Tiffin Mats delivered one of the three mats the high school had ordered, a large wrestling mat that cost \$7,938.00, plus an additional \$800.00 for the logo placed on the mat. When Mr. Mederios asked for a refund for the \$17,013.40 balance of the high school's payment for the remainder of its order that had not been delivered, including the full amount of shipping and handling, he was told that the company did not have the money to pay the refund. (*Id.*)

176. Tiffin Mats never shipped the remaining three mats that Mountain Home High School had ordered and has not refunded any of the \$17,003.40 it paid for those three mats. (*Id.*)

Allatoona High School – Amanda Edwards

177. Amanda Edwards resides in Ackworth, Georgia. (Testimony of Amanda Edwards.)

178. Ms. Edwards is a math teacher at Allatoona High School. She is also a coach for the school's cheerleaders. Allatoona High School is a public school. (Edwards Testimony.)

179. In February 2017, Beth Conley, the President of the Allatoona Cheerleaders Booster Club (the “Booster Club”), a nonprofit, contacted Tiffin Mats to purchase new mats for the cheerleaders. (Edwards Testimony.)

180. The Booster Club was looking to replace ten-year-old mats that the cheerleaders used for practice. Using funds raised by students and their parents, the Booster Club ordered seven panel mats and Velcro adhesives from Tiffin Mats on February 6, 2017. The total cost was \$5,982.00, including a \$750.00 charge for shipping and handling. (Edwards Testimony; Allatoona High School - Sales Order, Ex. 17A.)

181. Tiffin Mats was supposed to ship the mats by March 17, 2017, so that the mats would be available for the cheerleaders to use for trials that started in April 2017. (*Id.*)

182. When the mats were not shipped in April 2017, Ms. Edwards and Ms. Conley began calling Tiffin Mats, and the company repeatedly promised the mats would ship. By August 2017, however, after the mats had not shipped, Ms. Conley tried contesting the charges on the credit card used to purchase the mats, but was informed it was too late to reverse the transaction. Ms. Conley also filed complaints with the Office of the Attorney General of Maryland, the Federal Trade Commission, and the Better Business Bureau, and wrote to Tiffin Mats demanding delivery of the mats. (Edwards Testimony; Allatoona High School – Timeline, Ex. 17D; Allatoona High School – Notice of Filing, Ex. 17E; Allatoona High School – AG Complaint, Ex. 17F; Allatoona High School – BBB Complaint, Ex. 17G; Allatoona High School – FTC Complaint, Ex. 17H.)

183. In August 2017, Tiffin Mats shipped the seven panel cheerleading mats to the Booster Club, but they were damaged. Specifically, the carpet on the top of the mats was peeling off and the mats were torn. Because the damage made the mats unsafe, the cheerleaders could not use them. (Edwards Testimony; Allatoona High School – Photos, Ex. 17C.)

184. When Ms. Conley complained to Tiffin Mats about the damage to the delivered mats, she was told that the company would send her glue to repair the mats. That glue was never sent. Because they were unsure how to repair the mats and the mats could not be used, Ms. Conley and Ms. Edwards demanded Tiffin either refund the Booster Club's money or send replacement mats. (Edwards Testimony.)

185. Tiffin Mats never sent replacement mats to Allatoona High School, and the high school's cheerleaders were never able to use the damaged mats Tiffin Mats had delivered. (*Id.*)

186. Tiffin Mats never refunded Allatoona High School's \$5,982.00 payment for the mats it had purchased. (*Id.*)

Holyoke High School – Julie Rochefort

187. Julie Rochefort lives in Norfolk, Virginia. (Testimony of Julie Rochefort.)

188. She was previously the head cheerleading coach at Holyoke High School. Holyoke High School is a public school, and its cheerleading squad is a nonprofit organization. (*Id.*)

189. In 2015, the Holyoke High School was looking to replace its cheerleading mats because its existing mats were fifteen to twenty years old, were too worn down, and were no longer safe to use. (*Id.*)

190. On April 7, 2015, Holyoke High School received two quotes from Tiffin Mats for seven panel mats, the first for \$5,540.00, and the second for \$4,985.60, which reflected a \$554.40 discount, and included \$500.00 for shipping and handling. (Rochefort Testimony; Holyoke High School – Second Quote, Ex. 23B.)

191. Holyoke High School agreed to purchase the cheerleading mats and paid \$4,985.60 with funds raised by the cheerleading squad. Tiffin Mats promised to deliver the mats

in eight weeks, which would have been in time for the July 2015 start of the cheerleading season. (Rocheport Testimony.)

192. After the mats ordered by Holyoke High School were not delivered in July 2015, Ms. Rocheport contacted Tiffin Mats and was told that the company was working on the order and that the mats would be delivered by September 11, 2015. Thereafter, when Ms. Rocheport called Tiffin Mats, her calls were taken by different people who could not tell her when the mats would be delivered. (*Id.*)

193. On August 28, 2015, Ms. Rocheport filed a complaint against Tiffin Mats with the Better Business Bureau, but Tiffin Mats did not respond to her complaint. (Holyoke High School – BBB Complaint, Ex. 23D.)

194. In October 2015, Ms. Rocheport asked Tiffin Mats to refund the school's payment so that it could purchase the mats it needed from another company. The "reason for refund" that Tiffin Mats recorded on its Request for Refund Form included that the cheerleaders were "tired of not getting an answer" and that there was "too long of a lead time" to get their order filled. (Rocheport Testimony; Holyoke High School – Refund Request Form, Ex. 23C.)

195. Tiffin Mats never shipped the mats ordered by the Holyoke High School, and it has not refunded the \$4,985.60 the school paid for the mats. (Rocheport Testimony.)

Marion Local Athletic Boosters – Craig Knapke

196. Mr. Craig Knapke was the Vice President of the Marion Local Athletic Boosters (the "Booster Association"), a nonprofit organization that supports student athletes in the Marion local school district in Maria Stein, Ohio. (Craig Knapke Testimony.)

197. Prior to placing an order with Tiffin Mats, Mr. Knapke called the company and spoke to an employee named Robin. (Knapke Testimony.) He was told that the lead time for

orders was twelve weeks. (Marion Local Athletic Boosters – Emails, Ex. 13E at CPD-TIFFIN 00176.)

198. On April 12, 2022, Mr. Knapke placed an order on behalf of the Booster Association for nine ECO Flexible Cheer Mats for \$6,255.00 and \$1,200.00 in shipping and handling for a total of \$7,455.00. (*Id.*; Marion Local Athletic Boosters – Invoice, Ex. 13B.) The Booster Association paid for the cheer mats with a check that was cashed by Tiffin Athletic Mats on April 18, 2022. (Marion Local Athletic Boosters – Cashed Check and Bank Statement, Ex. 13D.)

199. The cheer team needed the mats prior to the start of cheer season in late September. (Knapke Testimony.)

200. Mr. Knapke expected the mats to be shipped by July 22, 2022. (Knapke Testimony; Marion Local Athletic Boosters – Packing Slip, Ex. 13C.) In anticipation of receiving the new mats, the Booster Association sold its old mats. (Knapke Testimony.)

201. On August 3, 2022, Mr. Knapke received an updated ship date of mid-September. (Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00178.) On August 24, 2022, Mr. Knapke was informed that “Per Gerry,” Tiffin Mats was waiting on blue carpet for the mats. (*Id.* at CPD-TIFFIN 00177.)

202. Mr. Knapke called Tiffin Mats once or twice a week and emailed the company at least thirty-two times. (*Id.* at CPD-TIFFIN 00179-205; *see also* Marion Local Athletic Boosters – Notes, Ex. 13F.) He was given updated shipping dates from Tiffin Mat employees approximately 8-10 times. (*See, e.g.*, Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00176, 00179, 00181, 00182, 00184.) Each time, he was told that the updated ship date was from Gerry. (*See, e.g.*, Marion Local Athletic Boosters – Emails Combined, Ex. 13E at CPD-TIFFIN 00177 (“Per Gerry”), CPD-TIFFIN 00179 (“Gerry stated”),

CPD-TIFFIN 00180 (“Gerry has updated your Eta”), CPD-TIFFIN 00181 (“Gerry is in talks with the distributor”).) He also emailed Respondent Stringer repeatedly. (*Id.* at CPD-TIFFIN 00193-199.)

203. On March 27, 2023, Mr. Knapke requested a refund in writing. (Knapke Testimony.) Mr. Knapke sent at least seven emails requesting a refund as well as a demand letter from the Booster Association’s attorney. (*Id.*; Marion Local Athletic Boosters – Demand Letter, Ex. 13H.)

204. Mr. Knapke expected a refund within thirty days because that was the stated policy on the Tiffin Mats’ website. (Marion Local Athletic Boosters – Refund Policy, Ex.13G.)

205. The Booster Association never received the cheer mats it had ordered and never received a refund of the \$7,455.00 it had paid. (Knapke Testimony.)

Bay Rockets Association – Matthew Spellman

206. Matthew Spellman is the Athletic and Activities Director at Bay High School in Bay Village, Ohio. (Testimony of Matthew Spellman.)

207. In September 2021, the Bay High School Wrestling Coach, Paul O’Donoghue, reached out to Tiffin Mats and received a quote of \$14,181.60 for two wrestling mats, including \$750.00 for shipping. (Spellman Testimony; *see also* Bay Rockets Association – Quote, Ex. 29A.)

208. On September 20, 2021, the Bay Rockets Association, Bay High School’s nonprofit booster association, paid the full amount in two equal payments using a credit card. (Bay Rockets Association – Receipt, Ex. 29C.)

209. The invoice the Bay Rockets Association received after paying directed all questions to gerry@tiffinmats.com. (*Id.* at CPD-TIFFIN 00406.)

210. The money that was used to pay for the mats came from three sources: (a) the Bay Rockets Association; (b) the high school wrestling team, which had fundraised to collect the funds; and (c) the Bay Village Youth Wrestling Program, a nonprofit recreational program. (Spellman Testimony; *see also* Bay Rockets Association – Email, Ex. 29B at CPD-TIFFIN 00399.)

211. The school needed new mats to replace its existing mats that were more than twenty years old and beyond their life expectancy. The school needed the mats by the middle of November when mandatory wrestling practice began. When the mats did not arrive that month, Mr. O'Donoghue contacted Tiffin Mats repeatedly, but the delivery date kept changing. (Spellman Testimony.)

212. Each time Mr. O'Donoghue and Mr. Spellman reached out to Tiffin Mats they were given an excuse for the delay including that Tiffin Mats had run out of the foam used to make the mats and that the factories that were producing the materials had shut down because of Covid. Tiffin Mats' employees stated that they were getting updated shipping dates from "Gerry." (Spellman Testimony; *see, e.g.*, Bay Rockets Association – O'Donoghue Emails, Ex. 29D at CPD-TIFFIN 00407; Bay Rockets Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00411, 00416, 00428.)

213. The Bay Rockets Association never received the mats for which it paid, and never received a refund of the \$14,181.60 it paid to Tiffin Mats despite its demand for a refund. (*See* Spellman Testimony; Bay Rockets Association – Demand Letter, Ex. 29F.)

Gerald Lafon

214. Gerald Lafon lives in Keswick, Virginia. (Testimony of Gerald Lafon.)

215. Mr. Lafon had first ordered athletic mats from Tiffin Mats in 1989. (Lafon Testimony.)

216. Mr. Lafon reached out to Tiffin Mats in March 2022 to order athletic mats for a nonprofit children's judo program he was starting. (*Id.*) An employee named Robin informed him that she checked with the Tiffin Mats warehouse and confirmed that Tiffin Mats had the blue vinyl for the mats he had ordered in stock. (*Id.*) Mr. Lafon was also told that the mats would ship by mid-May 2023. (*Id.*)

217. Tiffin Mats sent Mr. Lafon a quote for two competition landing mats for a total of \$1,570.00, including \$635.00 in shipping. (*Id.*; Lafon – Quote, Ex. 11A.) The quote indicated that payments should be made to Tiffin Holdings, Inc. and sent to Post Office Box 823 in Elkton, Maryland 21922. (Lafon – Quote, Ex. 11A.)

218. Mr. Lafon wanted to pay with a credit card but was told that he needed to pay with a check. (Lafon Testimony.) He was required to pay in advance. (*Id.*)

219. Mr. Lafon paid with a personal check made out to Tiffin Holdings, Inc. dated March 27, 2023. (Lafon – Check, Ex. 11B.)

220. The purchased mats did not arrive in mid-May. (Lafon Testimony.) Mr. Lafon called Tiffin Mats at least once a month to follow up on the mats he had ordered. (*Id.*) He was told to expect the mats in mid-June and then in mid-August. (*Id.*)

221. At some point, Mr. Lafon sent an email to the Tiffin Mats customer service department in an attempt to reduce the order to a single mat. (*Id.*)

222. On or about October 24, 2022, Mr. Lafon requested a full refund from the company. (*Id.*)

223. To date, Mr. Lafon has not received the mats he ordered or a refund of the \$1,570.00 he paid. (*Id.*)

224. As a result of Tiffin Mats' failure to deliver the mats for which he had paid, Mr. Lafon was never able to start the children's judo program. (*Id.*)

Rupert Croft

225. Rupert Croft lives in Pittsburgh, Pennsylvania. (Rupert Croft Testimony.)

226. Mr. Croft built a small climbing gym in his garage for his son, a competitive rock climber, to practice, and he contacted Tiffin Mats to purchase a mat to add to the gym. (Croft Testimony.)

227. Mr. Croft spoke with a Tiffin Mats employee named Robin who told him that the mat he was looking to purchase would ship in approximately eight weeks. (Croft Testimony.)

228. On or about November 10, 2022, Mr. Croft purchased a Rock Climbing Soft Edge Trainer Mat as a Christmas present for his son for \$655.00 and paid \$146.00 for shipping for a total of \$801.00. (*Id.*; Croft – Order, Ex. 4A.)

229. Mr. Croft paid for the mat using Amazon Pay. (Croft – Order, Ex. 4A at CPD-TIFFIN 00053.) The receipt from Amazon Pay identified the merchant as Tiffin Athletic Mats and included the company's email as gerry@tiffinmats.com. (*Id.*)

230. Mr. Croft did not receive the mat he ordered eight weeks later. He contacted Tiffin Mats every 1 to 2 months and spoke to the company's representatives approximately 10 times, usually speaking with Robin. Each time he received an excuse, including that the vinyl material had not arrived and that the machine that cuts the vinyl was broken. Each time, a Tiffin Mats employee promised to provide Mr. Croft with an update in the future, but no one from Tiffin Mats followed up. (*Id.*)

231. Mr. Croft also repeatedly emailed to inquire about a shipping date for his purchased mat. (Croft – Emails, Ex. 4B at CPD-TIFFIN 00055, 00057, 00059, 00061, 00063.)

232. Mr. Croft emailed Gerry, who he understood to be the boss. (Croft Testimony.)

233. On November 12, 2023, having not received the mat he had purchased one year prior, Mr. Croft emailed Respondent Stringer to request a refund, stating: "I have waited one

year for my order and I would now like to cancel and have a refund.” (*Id.*; Croft – Emails, Ex. 4B at CPD-TIFFIN 00065.) Mr. Croft did not receive a response to his refund request. (Croft Testimony.)

234. Mr. Croft attempted to obtain a chargeback from Amazon Pay but was denied because the purchase occurred more than ninety days prior. (Croft – 2023.11.12 Email from Amazon Pay, Ex. 4C.)

235. Mr. Croft never received the mat he ordered and never received a refund for the \$801.00 he paid Tiffin Mats. (Croft Testimony.)

Joanne Barta

236. Joanne Barta lives in Forest Grove, Oregon. (Testimony of Joanne Barta.)

237. In October 2016, Ms. Barta ordered four mats from Tiffin Mats on behalf of the South Sound Traditional Inuit Kayak Symposium (“SSTIKS”) for an event the following year. Ms. Barta paid \$868.00 for the mats; however, she only received two of the mats. (Barta Testimony; Barta – Initial Payment, Ex. 18A; Barta – Packing Slip (10-18-16), Ex. 18C; Barta – Shipping Labels, Ex. 18D; Barta – Notes, Ex. 18F.)

238. When Ms. Barta contacted Tiffin Mats about the two missing mats, she was told they had been shipped and were lost by the postal service. However, when Ms. Barta called the postal service, she was told it only had records of one shipment from Tiffin Mats to Ms. Barta. (Barta Testimony; Barta – Packing Slip (10-18-16), Ex. 18C; Barta – Shipping Labels, Ex. 18D; Barta – Notes, Ex. 18F.) Ms. Barta never received the second half of her order. (Barta Testimony.)

239. Ms. Barta spoke to at least six people at Tiffin Mats about the missing mats and was told that to receive two more mats in time for the event that SSTIKS was planning, she would have to purchase two more mats and then Tiffin Mats would reimburse her after it

determined what had happened with her missing order. On March 15, 2017, Ms. Barta purchased two additional mats from Tiffin mats for a total of \$563.00. (Barta Testimony; Barta – Second Payment, Ex. 18B; Barta – Packing Slip (3-15-17), Ex. 18E.)

240. Ms. Barta did receive her second order of two mats but never received a full refund of the \$563.00 she had paid Tiffin Mats for her replacement mats. Ms. Barta filed complaints with both the Better Business Bureau and the Office of the Attorney General of Maryland seeking a refund of the \$563.00 payment she made to Tiffin Mats. Tiffin Mats did send Ms. Barta a refund check of \$434.00, but she never received a refund of the \$129.00 balance. (Barta Testimony; Barta – BBB Complaint, Ex. 18G; Barta – MD AG Complaint, Ex. 18H.)

Charlton Athletic Youth Cheer Program – Melissa Lotter

241. Melissa Lotter is the Director of the Charlton Athletic Youth Cheer Program in Charleston, Massachusetts. (Melissa Lotter Testimony.)

242. In March 2019, Ms. Lotter obtained a quote for seven cheer mats from Tiffin Holdings, Inc. (Charlton Youth – Quote, Ex. 3A.)

243. On April 18, 2019, Ms. Lotter placed an order for seven ECO Flexible Cheer Mats for \$5,160.00, which consisted of \$4,270.00 for the mats and \$890.00 for shipping and handling charges. (Lotter Testimony; Charlton Youth – Sales Order, Ex. 3B.) Each individual mat cost \$610.00. (See Charlton Youth – Sales Order, Ex. 3B.)

244. When the mats arrived, they appeared used: dried leaves were rolled up in the mats, a couple of the mats had foam chunks missing from them, and one mat was stained. The missing chunks made the mats a trip hazard and dangerous. (Lotter Testimony; Charlton Youth – 2019.09.03 Email, Ex. 3C at CPD-TIFFIN 0037-41

245. The carpet and foam had a warranty for three years from the shipping date against defects in materials and workmanship. (Tiffin Mats Website, Ex. 36 at CPD-TIFFIN 00502.)

246. After Ms. Lotter reached out to Tiffin Mats, Respondent Stringer agreed to replace and pick up two of the damaged mats. (Lotter Testimony; Charlton Youth – Emails, Ex. 3C at CPD-TIFFIN 00033; see also Charlton Youth – 2019.09.05 Email, Ex. 3D.)

247. Ms. Lotter called Tiffin Mats three or four times and emailed three or four times to follow up on Mr. Stringer's unfilled agreement and received excuses each time. (Lotter Testimony.)

248. Ms. Lotter never received the two replacement mats Respondent Stringer had agreed to provide her with or the \$1,220.00 she had paid for the two damaged mats. (Lotter Testimony.)

Ed White High School – Bachir Saoud

249. Bachir Saoud is a teacher and coach at Ed White High School in Jacksonville, Florida, and from 2016 through 2022, he served as Ed White High School's Athletic Director. Ed White High School is a Title I, public high school that educates students from low-income families. (Testimony of Bachir Saoud.)

250. The students at Ed White High School spent more than one academic year to raise the funds to buy new athletic mats by hosting car washes, selling candy and pizza, and collecting donations. (Saoud Testimony.)

251. Tiffin Mats responded promptly to Mr. Saoud's inquiries prior to the school's purchase of athletic mats, including when Tiffin Mats informed Mr. Saoud that he would receive ordered mats before the start of wrestling season at the end of November/beginning of December 2018. (Saoud Testimony.)

252. On September 29, 2018, Mr. Saoud ordered a wrestling mat from Tiffin Mats. He paid with a check made out to Tiffin Holdings, Inc., for \$7,585.00 which consisted of \$6,560.00 for the mat, \$200.00 for a logo, and \$825.00 for shipping and handling. (See Ed White High School – Invoice, Ex. 6C; Ed White High School – Check, Ex. 6D.) Tiffin Mats provided Mr. Saoud with a ship date of November 9, 2018. (Ed White High School – Invoice, Ex. 6C.)

253. After the ordered mats did not arrive, Mr. Saoud reached out to Tiffin Mats repeatedly—sometimes daily, sometimes weekly—until February 6, 2019, when he asked to cancel the order. Tiffin Mats responded: “I know you had mentioned cancelling this order, but the material being ordered means we are already tied up in the process of beginning the mat.” (Ed White High School – Emails, Ex. 6E at CPD-TIFFIN 00095.) Notwithstanding this response, Tiffin Mats never shipped the high school’s mats. (Saoud Testimony.)

254. Mr. Saoud requested a refund by email and phone. (See, e.g., Ed White High School – Refund Request, Ex. 6F.)

255. In his last call to Tiffin Mats in the spring of 2023, after explaining that he was following up on an order placed in 2018, the employee he spoke to expressed shock that an order from 2018 had not yet shipped. Mr. Saoud overheard her saying, “This has got to stop!” She told him she had a black mat in stock and offered to ship it to him, but it was never shipped. (Saoud Testimony.)

256. The Ed White High School never received its mats or a refund of the \$7,585.00 it paid to Tiffin Mats. (Saoud Testimony.)

Pocono Mountain Youth Wrestling – Michael Hollar

257. Michael Hollar lives in Strausburg, Pennsylvania. (Testimony of Michael Hollar.)

258. Mr. Hollar was a volunteer coach for the Pocono Mountain Youth Wrestling Club, a nonprofit wrestling club that promoted wrestling and preseason wrestling tournaments to elementary school students. (Hollar Testimony.)

259. In 2014, the wrestling club contacted Tiffin Mats to purchase a new mat for its members to use. (*Id.*)

260. Mr. Hollar received two quotes from Tiffin Mats on December 19, 2014, and agreed to purchase a wrestling mat for \$3,673.00, which included \$285.00 for shipping and handling. This total included a \$3,500.00 discount that would be applied if the wrestling club traded in its old mat. The wrestling club paid Tiffin Mats \$1,700.00 as a downpayment for the new mat, which came from funds that had been raised by the kids who belonged to the club. The balance was to be paid when the purchased mat was delivered. When Tiffin Mats delivered the new mat, it would pick up the trade-in. (Hollar Testimony; Pocono Mountain Youth Wrestling – Quote, Ex. 25A; Pocono Mountain Youth Wrestling – Second Quote, Ex. 25B.)

261. Mr. Hollar expected Tiffin Mats to deliver the mat in about eight weeks. When that much time elapsed and the wrestling club did not receive its mat, Mr. Hollar began to email and call Tiffin Mats. Mr. Hollar estimates he sent approximately two dozen emails to Tiffin Mats inquiring about the mat and placed an additional two dozen phone calls to the company. In response, Tiffin Mats repeatedly assured Mr. Hollar that the mat would be shipped within three or four weeks. In one conversation, Mr. Hollar spoke with the manager, who promised the mat would be shipped in seven days, but that did not happen. Mr. Hollar also arranged for an attorney to send a certified letter to Tiffin Mats inquiring about the order, but the company did not respond the letter. Tiffin Mats never shipped the mat Mr. Hollar ordered. When Mr. Hollar asked Tiffin Mats for a refund, the company ignored his request. (Hollar Testimony; Pocono Mountain Youth Wrestling – Email, Ex. 25C.)

262. On August 24, 2015, Mr. Hollar filed a complaint with the Better Business Bureau seeking a refund of the wrestling club's \$1,700.00 payment, and Tiffin Mats promised to send a refund in the next couple of weeks, but that refund was never sent. (Hollar Testimony; Pocono Mountain Youth Wrestling – BBB Complaint, Ex. 25D.)

263. Tiffin Mats never shipped the mat ordered by the Pocono Mountain Youth Wrestling Club and has not refunded its \$1,700.00 payment. (Hollar Testimony.)

YMCA of South Hampton Road – Christine Duncan

264. Christine Duncan is the Senior Vice President of the YMCA of South Hampton Road in Portsmouth, Virginia. (Testimony of Christine Duncan.)

265. On February 6, 2023, the YMCA of South Hampton Road paid Tiffin Mats \$3,606.00 by credit card for 10 throw mats and \$606.00 for shipping, for a total of \$4,212.00. (Duncan Testimony; YMCA of S. Hampton Road – Order, Ex. 16A.)

266. The mats were supposed to be shipped by August 2023, but Tiffin Mats never delivered the purchased mats. The YMCA of South Hampton Road reached out to Tiffin Mats multiple times but was unable to obtain any information about its order. Eventually, the YMCA of South Hampton Road filed a complaint with the Office of the Attorney General of Maryland. (Duncan Testimony; YMCA of S. Hampton Road – Email, Ex. 16B; YMCA of S. Hampton Rd – MD AG Complaint, Ex. 16C.)

267. The YMCA of South Hampton Road never received the mats it ordered and never received a refund for the \$4,212.00 that it paid Tiffin Mats. (Duncan Testimony.)

Helper Middle School – Brittany Draper

268. Brittany Draper is the Secretary and Cheer Coach at Helper Middle School, a Title I middle school in Helper, Utah. (Testimony of Brittany Draper.)

269. Helper Middle School already owned six cheerleading mats but needed three more to be compliant with state requirements for cheer programs. (*Id.*) The students, ages ten to fourteen, spent six months raising funds to purchase the additional mats by hosting bake sales, door-to-door sales, selling popcorn, holding raffles, and other fundraisers. (*Id.*)

270. On March 7, 2023, Helper Middle School paid Tiffin Athletic Mats \$2,979.00 by check which consisted of \$2,085.00 for 3 ECO Sport Mats and \$894.00 in shipping. (Draper Testimony; Helper Middle School – Receipt, Ex. 8A; Helper Middle School – Invoice, Ex. 8B; Helper Middle School – Check, Ex. 8C.)

271. Helper Middle School needed the cheer mats before the start of school in August 2023, when the sports season started. (Draper Testimony.) Ms. Draper was told over the phone that the school would receive the mats in June 2023. (*Id.*)

272. Ms. Draper never received a precise shipping date so she called Tiffin Mats and was informed that she would not receive shipping information until Tiffin Mats received the foam necessary to fabricate the mats at the end of May. (Draper Testimony.) Beginning at the end of May 2023, Ms. Draper began calling Tiffin Mats once a week. (*Id.*) Ms. Draper was told that “Gerry [Manager] [wa]s in talks with the foam provider . . .” and she would receive an update “as soon as the product arrives.” (Helper Middle School – Emails, Ex. 8D.) She also emailed numerous times requesting an update on her order, but she only received “the run around” in response. (*Id.*; *see also* Helper Middle School – Emails, Ex. 8D.) In June, July, and August 2023, Ms. Draper called Tiffin Mats every single day. (Draper Testimony.) At one point, Tiffin Mats’ employees provided her with the email address of the manager, Respondent Stringer, who she understood would help her obtain the mats or a refund. Eventually she asked for a refund but never received a response to her request. (Draper Testimony.)

273. The students who fundraised for the mats were” traumatized” by not receiving the mats and it impacted their mental health. Since the school still only has six mats, the students are forced to travel to another school to practice for state competitions. The students bring their six mats to the other school so that they can practice with the required nine mats. Unfortunately, many of the students do not have transportation and are unable to participate in those practices. (*Id.*)

274. Ms. Draper filed a complaint with the Office of the Attorney General of Maryland. (Helper Middle School – MD AG Complaint, Ex. 8E.)

275. The Helper Middle School never received the cheer mats it ordered and never received a refund of the \$2,979.00 the school paid. (Draper Testimony.)

Bolton Honea Path High School – Matthew Wurst

276. Matthew Wurst resides in South Carolina. (Testimony of Michael Wurst.)

277. Mr. Wurst is the Assistant Athletic Director at Bolton Honea Path High School, a public school. (*Id.*)

278. In April 2018, the high school ordered two large wrestling mats from Tiffin Mats. The school paid \$18,136.00 for the two mats that cost \$8,318.00 each, and the payment included an additional charge of \$1,500.00 for shipping and handling. The school used taxpayer funds to purchase the mats. (Wurst Testimony; Bolton Honea Path High School – Invoice, Ex. 19A; Bolton Honea Path High School – Check, Ex. 19B.)

279. The school received the mats that it ordered, but they were faulty. They were painted with circles, but the paint started to flake within the first month. When Mr. Wurst contacted Tiffin Mats about the flaking paint, the company offered to let the school use the mats for its season and then return them for replacements. At the conclusion of its wrestling season, the school returned the faulty mats to Tiffin Mats. (Wurst Testimony.)

280. In the middle of 2019, Tiffin Mats replaced only one of the two mats that were ordered and returned by the school. Mr. Wurst repeatedly called about the status of the second mat and was told by Tiffin Mats' employees that it would be delivered soon. Mr. Wurst emailed Respondent Stringer and an employee named Latrice dozens of times, but the second mat was never shipped. When Mr. Wurst asked for a refund, he was told that Tiffin Mats was working on the second mat. (Wurst Testimony.)

281. On August 31, 2022, Mr. Wurst filed a complaint with the Better Business Bureau, but his complaint was closed with no relief. (Wurst Testimony; Bolton Honea Path High School – BBB Complaint, Ex. 19C.)

282. Tiffin Mats never replaced the second mat ordered by the Bolton Honea Path High School and has not refunded any of the high school's payment for the mat that was defective, including the shipping and handling charge, the total of which was \$9,818.00. (Wurst Testimony.)

Western Piedmont Community College – Robin Hall

283. Robin Hall lives in Morganton, North Carolina. (Testimony of Robin Hall.)

284. Ms. Hall is the Director of Purchasing for Western Piedmont Community College, a public institution with an educational mission. (*Id.*)

285. Western Piedmont Community College had previously ordered mats from Tiffin Mats about four years earlier, in around 2018. (*Id.*)

286. In December of 2022, Terry Houston, the director of the emergency services program for the college, obtained a quote from Tiffin Mats for an order of mats to be used for emergency training classes, which he forwarded to Ms. Hall. (*Id.*; see also Western Piedmont CC – Quote, Ex. 15A.) Ms. Hall was told that Tiffin Mats did not accept purchase orders but would accept a credit card or ACH payment. (Hall Testimony.) The quote indicated that

payments were to be remitted to Tiffin Holdings, Inc. (See Western Piedmont CC – Quote, Ex. 15A.)

287. Ms. Hall placed the order for mats for Western Piedmont Community College using the school's credit card. (Hall Testimony.) On December 19, 2022, she ordered twenty-five takedown mats for \$6,325.00 and paid \$1,000.00 for shipping and handling for a total of \$7,325.00. (Hall Testimony; Western Piedmont CC – Receipt, Ex. 15B; Western Piedmont CC – Statement, Ex. 15C.)

288. Ms. Hall was told that the community college would receive the mats within three months. (Hall Testimony; *see also* Western Piedmont CC – Emails, Ex. 15D.) When the community college did not receive the mats within that time frame, Mr. Houston called Tiffin Mats and was told there was a shortage of materials needed to construct the mats. Ms. Hall contacted Tiffin Mats two or three more times and Mr. Houston reached out to Tiffin Mats a couple of times as well. Both Ms. Hall and Mr. Houston reached out to Respondent Stringer and an employee named Robin. (Hall Testimony.)

289. After eight months without receiving the mats, on August 30, 2023, Ms. Hall requested a refund via an email sent to, among others, Respondent Stringer and Tiffin Holdings. (Hall Testimony; Western Piedmont CC – Emails, Ex. 15D at CPD-TIFFIN 00229.)

290. Ms. Hall attempted to obtain a credit card chargeback, but because it was more than ninety days since Western Piedmont Community College had placed the order, she was unsuccessful. (Hall Testimony.)

291. Ms. Hall submitted a complaint to the Office of the Attorney General of Maryland. (Western Piedmont CC – MD AG Complaint, Ex. 15E.)

292. Western Piedmont Community College never received the ordered mats and never received a refund for the \$7,325.00 it had paid for the mats. (Hall Testimony.)

Rachel Malsin

293. Rachel Malsin resides in Port Jefferson, New York. (Testimony of Rachel Malsin.)

294. In February 2022, Ms. Malsin contacted Tiffin Mats to purchase mats to be used in the basement of her home with a climbing wall used by her children. In 2020, Ms. Malsin had previously purchased mats for her home from Tiffin Mats. Although there was some delay in the delivery of these mats, she had no problem with the mats that she received, and it was these mats that she was seeking to replace in February 2022. (Malsin Testimony; Malsin – Quote, Ex. 24A.)

295. On or about February 25, 2022, Ms. Malsin purchased six wrestling mats and two throw mats from Tiffin Mats for a total purchase price of \$5,225.60,⁷ which included \$600.00 in shipping and handling. (Malsin Testimony.) Included in this total was \$870.00 that Ms. Malsin paid for two throw mats. (*Id.*; see also Malsin – Quote, Ex. 24A, at CPD-TIFFIN 00330.)

296. The mats that Ms. Malsin purchased were ordered with specifications so that they would fit her basement floor. (Malsin Testimony.)

297. When the mats were not delivered within Ms. Malsin's expected timeframe, she began calling and emailing Tiffin Mats, including sending at least seven emails between April 10, 2023 and October 20, 2023, to a Tiffin employee named Robin and Respondent Stringer, who Ms. Malsin understood to be the manager. Robin kept promising Ms. Malsin that her mats would be delivered, but they were not delivered. Mr. Stringer did not respond to Ms. Malsin's emails or her phone messages. (Malsin Testimony; Malsin – Emails, Ex. 24B.)

298. About one year after placing her order, Tiffin Mats shipped Ms. Malsin the two throw mats. It also provided her with a temporary mat that did not meet the specifications of her

⁷ Ms. Malsin initially testified that she paid \$4,796.40 for her mats, the price reflected in the quote she received from Tiffin Mats (Ex. 24A), but she later corrected her testimony and testified that she paid a total of \$5,255.60.

order with the understanding that when Tiffin Mats shipped the balance of her order, Tiffin Mats would retrieve the temporary mat. In one telephone call, Robin told Ms. Malsin that the company was sending a truck with the balance of her order and that it would retrieve the temporary mat it had provided her, however that truck never arrived at Ms. Malsin's home. (Malsin Testimony.)

299. On October 30, 2023, Ms. Malsin wrote to Respondent Stringer stating: "It's been almost two years now since I ordered the Matts [*sic*] Why don't you just confess that I'm Not [*sic*] getting them? You owe me a refund." Respondent Stringer did not respond to this email. (Malsin Testimony; Malsin – Email, Ex. 24B at CPD-TIFFIN 0034.)

300. Ms. Malsin never received a refund for the balance of her order, \$4,355.60, which includes the shipping and handling charge, but credits the \$870.00 for the two throw mats she did receive. (Malsin Testimony.)

301. Ms. Malsin has not received a refund of any amount from Tiffin Mats. (*Id.*)

Lisa Goslak

302. Lisa Goslak lives in Brentwood, Tennessee. (Affidavit of Lisa Goslak, Ex. 37 at ¶ 1.)

303. On September 14, 2018, Ms. Goslak purchased a crash pad mat for her personal use from Tiffin Mats. (*Id.* at ¶¶ 2, 4.) Ms. Goslak paid \$694.00 for the crash pad mat which included \$225.00 for shipping. (*Id.*; *see also id.* at CPD-TIFFIN 00512.)

304. When Ms. Goslak placed the order, she was told that the order would ship within two months. (*Id.* at ¶ 3.)

305. Ms. Goslak never received the mats she purchased from Tiffin Mats and never received a refund of the \$694.00 she paid Tiffin Mats. She was able, however, to obtain a chargeback on her credit card. (*Id.* at ¶¶ 7-8.)

Bowie Youth Athletics Cheer Program – Titania Cross

306. Ms. Titania Cross was the Cheer Director of the Bowie Youth Athletics Cheer Program between 2009 and 2020. The Bowie Youth Athletics Cheer Program is a nonprofit youth program in Bowie, Maryland. (Affidavit of Titania Cross ¶ 1, Ex. 38.)

307. On July 13, 2019, Ms. Cross paid Tiffin Mats \$3,050.00 for 5 ECO Flexible Mats and \$300.00 for shipping for a total of \$3,350.00. (*Id.* at ¶¶ 2, 4; *see also id* at CPD-TIFFIN 00517-00519.)

308. When the Bowie Youth Athletics Cheer Program placed the order, Ms. Cross was told that the mats she ordered would ship in two months. (Affidavit of Titania Cross ¶ 3, Ex. 38; *see also id* at CPD-TIFFIN 00517-00519.)

309. After the mats did not arrive in September 2019, the Assistant Cheer Director reached out to Tiffin Mats more than fifteen times to follow up. (Affidavit of Titania Cross ¶ 4, Ex. 38; *see also id* at CPD-TIFFIN 00520-00522.)

310. After waiting for the mats for three more months, the Bowie Athletics Cheer Program requested a refund and was told it would be processed. (Affidavit of Titania Cross ¶ 5, Ex. 38; *see also id* at CPD-TIFFIN 00524.)

311. The Bowie Athletics Cheer Program never received the mats it had purchased from Tiffin Mats and never received the promised refund of \$3,350.00 from Tiffin Mats, but was able to obtain a chargeback from its credit card. (Affidavit of Titania Cross ¶¶ 6-9, Ex. 38.)

Jonathan Lackman

312. Jonathan Lackman lives in New York, New York. (Affidavit of Jonathan Lackman ¶ 1, Ex. 40.)

313. On August 13, 2018, Mr. Lackman purchased an incline mat from Tiffin Mats for his daughter's personal use for \$335.04 and was told that it would be shipped within a month.

(*Id.* at ¶¶ 2-4; *see also id.* at CPD-TIFFIN 00540-00541.) The payment included \$36.04 in shipping charges. (*Id.* at ¶ 4.)

314. In mid-October, after a month had passed and he had not received the mat for which he paid for, Mr. Lackman contacted Tiffin Mats, requested a refund, and was told that a refund would be issued. (*Id.* at ¶¶ 5-6; *see also id.* at CPD-TIFFIN 00542-00543.)

315. Mr. Lackman never received the mats he ordered or a refund of the \$335.04 he paid to Tiffin Mats, but he contested the charges with his credit card company and his credit card company refunded his payment. (*Id.* at ¶¶ 8-9.)

F. Respondent Gerald Stringer Had the Authority to Control and Participated Directly in the Illegal Conduct

316. Respondent Stringer controlled every aspect of Tiffin Mats' business and its interaction with consumers. Respondent Stringer has been the owner of the company since August 2017. (*See* Bradley Tiffin Testimony; Statement of Charges ¶¶ 15-17.) Before he became owner, Respondent Stringer was the manager of the company and controlled all aspects of Tiffin Mats' operations, including purchases, orders, production, shipments, and refunds. (*See* Statement of Charges ¶ 15-17; Bradley Tiffin Testimony; Consumer Testimony, *passim*.) After becoming the owner, Respondent Stringer continued to control every aspect of the company's operations, including purchases, orders, production, shipments, and refunds. (*See* Statement of Charges ¶ 15-17; Bradley Tiffin Testimony; Consumer Testimony, *passim*.)

317. Numerous consumers testified that they were told that Respondent Stringer made the decisions about which orders to produce and ship and was the only one who could authorize a refund. (Consumer Testimony, *passim*.) Respondent Stringer corresponded directly with a number of consumers. (*See, e.g.,* Auburn University – Sales Order, Ex. 1A at CPD-TIFFIN 00004 (invoice received from “Gerry Stringer [mailto:gerry@tiffinmats.com]”); Charlton Youth – 2019.09.03 Email, Ex. 3D at CPD-TIFFIN 00043; Leone – BBB Complaint, Ex. 12B at

CPD-TIFFIN 00168 (stating that she received an email from Gerry Stringer saying “it was on his shoulders that the refund had not been processed.”); North Canton Cheerleading Parent Assn – Emails, Ex. 14B at CPD TIFFIN 00216; Sycamore War Eagles – Emails, Ex. 28E at CPD-TIFFIN 00380, 00382-383, 00384, 00383; Bay Rockets Association – Spellman Emails, Ex. 29E at CPD-TIFFIN 00412.)

318. Respondent Stringer wrote company checks, was a signatory on the company bank accounts, and was aware of every aspect of the company’s operations, including its poor financial condition while he continued to offer and sell goods to consumers. (*See generally* Bank Records, Exs. 41-56.) Instead of stopping the company’s offer and sale of goods that he knew he could not provide, Respondent Stringer allowed these sales to continue to be made.

319. Respondent Stringer participated directly in Tiffin Mats’ illegal conduct as an officer of each of the corporate Respondents and in his individual capacity and continued to participate in the illegal conduct when the corporate entities were defunct. (*See, e.g.*, Testimony of Cheryl Leone; Testimony of Rachel Malsin; Testimony of Craig Knapke; Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 9736 – Statements & Checks, Ex. 54B at CPD-TIFFIN 000780.)

320. Respondent Stringer misled consumers when he took money from them and did not provide the promised goods. The Respondent owes refunds to at least the following

consumers from whom he collected payments and failed to provide the ordered goods and failed to return the consumers' payments⁸:

Allatoona High School (Amanda Edwards)	\$5,982.00
Auburn University Athletics (Latisha Durroh)	\$4,527.00
Joanne Barta	\$129.00 ⁹
Bay Rockets Association (Matthew Spellman)	\$14,181.60
Bolton Honea Path High School (Matthew Wurst)	\$8,318.00
Buckhannon-Upshur High School (Mary Hull)	\$1,600.00
Charleton Dudley Athletic Youth Cheer (Melissa Lotter)	\$2,110.00
Denver Dragons Wrestling Club (David Smith)	\$5,589.00
East Carolina Christina Cheerleading (Connie Leech)	\$2,132.00
Ed White High School (Bachir Saoud)	\$7,585.00
Greater Rochester Cheerleading (Valerie Snelgrove)	\$6,940.00
Helper Middle School (Brittany Draper)	\$2,979.00
Nicole Hightower	\$1,180.00
Holly Grove Middle School (Nicholas Zimmerman)	\$3,615.00
Holyoke High School (Julie Rochefort)	\$4,985.60
Gerald Lafon	\$1,570.00
Cheryl Leone	\$569.00
Rachel Malsin	\$4,355.60

⁸ The amounts identified include all of the shipping charges that the consumers were asked to pay because their orders were not fulfilled, either in whole or in part. The list, however, does not include consumers that received chargebacks from their credit card companies. Although some consumers were made whole by their credit card companies, Respondent Stringer may still be required to disgorge the amounts he received for which he did not perform and is unclear whether the credit card companies were able to recover the amounts that had been charged back.

⁹ The amount identified here is the extra shipping Ms. Barta was asked to pay for the resending of a mat she had never received in the first instance.

Marion Local Athletic Boosters	\$7,455.00
Mountain Home High School (Scott Mederios)	\$17,013.40
North Canton Cheerleading Parent Association (Jodi Slonaker)	\$9,232.00
Pocono Mountain Youth Wrestling (Michael Hollar)	\$1,700.00
Ridgefield Youth Football & Cheer (David Bonilla)	\$6,095.00
Rupert Croft	\$801.00
Sycamore War Eagle Wrestling Association (Jennifer Hamblin)	\$7,250.00
Western Piedmont Community College (Robin Hall)	\$7,325.00
YMCA of South Hampton Roads (Christine Duncan)	\$4,212.00
Total	\$139,430.60

321. Respondent Stringer made representations that were capable of misleading consumers, and, in fact, did mislead consumers, when he took orders and payments for athletic mats that he had no intention or reasonable expectation of delivering and when he promised to refund money to consumers that he did not refund.

322. Respondent Stringer omitted material facts, the failure of which tended to deceive or deceived consumers, when he failed to inform consumers that he could not deliver their purchased goods and could not refund the money he had accepted from them.

323. Respondent Stringer caused consumers to sustain substantial injuries. In addition to losing hundreds or thousands of dollars, consumers lost significant amounts of money renting alternative mats or gymnasiums, wasted hours following up with the company attempting to find out when their goods would be delivered, and had to go without the mats they had ordered. As a result of Respondent Stringer's actions and failure to issue refunds, many consumers were unable to obtain the athletic mats from another company. Respondent Stringer, either directly or

through his employees, also repeatedly lied to consumers about when the mats would be delivered and about issuing refunds.

324. Consumers could not have known that Respondent Stringer would not provide the ordered athletic mats he had sold to them and then refuse to pay refunds. Accordingly, consumers could not have avoided the injuries they sustained.

325. There is no benefit to the marketplace when businesses sell goods and then do not provide them.

DISCUSSION

I. LEGAL FRAMEWORK

In 1975, the Maryland General Assembly enacted the Consumer Protection Act. Though the General Assembly acknowledged that “the majority of business people operate with integrity and sincere regard for the consumer,” it recognized the “mounting concern over the increase of deceptive practices in connection with sales of merchandise, real property, and services and the extension of credit.” Com. Law § 13-102(b)(2), (a)(1). Accordingly, the General Assembly explained the need for certain minimum statewide standards and improved enforcement procedures to protect consumers across Maryland. To “maintain the health and welfare of the citizens of the State,” the General Assembly resolved itself to “take strong protective and preventive steps to investigate unlawful consumer practices, to assist the public in obtaining relief from these practices, and to prevent these practices from occurring in Maryland.” *Id.* § 13-102(b)(3).

In relevant part, the Consumer Protection Act generally prohibits a person from “engag[ing] in any unfair, abusive, or deceptive trade practice” in the sale or offer for sale of consumer goods or services. *Id.* § 13-303(1), (2) (Supp. 2024). Consumer goods and services mean goods and services “which are primarily for personal, household, family, or agricultural

purposes” or “which are purchased, rented, or leased by a fraternal, religious, civic, patriotic, educational, or charitable organization for the benefit of the members of the organization. *Id.* § 13-101(d)(1) and (2) (Supp 2024). By its own terms, the Consumer Protection Act defines unfair, abusive, or deceptive trade practices to include, in relevant part, any:

(1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;

...

(3) Failure to state a material fact if the failure deceives or tends to deceive;

...

(14) Violation of a provision of:

(i) [the Consumer Protection Act];

...

Id. § 13-301 (Supp. 2024).¹⁰

As the Supreme Court of Maryland has stated, section 13-301 “provides a nonexclusive list of unfair and deceptive trade practices.” *Golt v. Phillips*, 308 Md. 1, 8 (1986) (holding that a landlord engaged in unfair or deceptive trade practice in advertising and renting unlicensed dwellings). The Consumer Protection Act itself explains that it “shall be construed and applied liberally to promote its purpose.” Com. Law. § 13-105. Given the significant development of consumer protections under federal law, in interpreting the term “unfair or deceptive trade practices,” the General Assembly made clear that “due consideration and weight be given to the interpretations of § 5 (a)(1) of the Federal Trade Commission Act by the Federal Trade Commission and the federal courts.” *Id.*

¹⁰ Effective July 1, 2024, section 13-301 of the Commercial Law Article was slightly amended to address matters relevant to the Health Occupations Article of the Maryland Code Annotated, which are not relevant to the subject matter of this hearing and were not in effect at the time of the hearing.

Adopting the approach of the Federal Trade Commission and the federal courts with respect to unfairness for purposes of public enforcement by a government agency, the Appellate Court of Maryland first separately recognized a private cause of action for unfair trade practices independent from deceptive trade practices in *Legg v. Castruccio*, 100 Md. App. 748 (1994). “To warrant a finding of unfairness, the injury must satisfy three tests. It must be substantial; it must not be outweighed by any countervailing benefits to consumers or competition that the practice produces; and it must be an injury that consumers themselves could not reasonably have avoided.” *Id.* at 768 (internal quotation marks and citation omitted).

The standard of proof in a contested case hearing before the OAH is a preponderance of the evidence, and the burden of proof rests on the party making an assertion or claim. State Gov’t § 10-217 (2021); COMAR 28.02.01.21K. As the proponent of the charges, the Division bears the burden of proof in this matter by a preponderance of the evidence. COMAR 28.02.01.21K(1), (2)(a); COMAR 02.01.02.05. To prove something by a “preponderance of the evidence” means “to prove that something is more likely so than not so” when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002).

II. THE DIVISION’S POSITION

The Division argued that the Respondent, as a merchant of consumer goods and services, i.e., athletic mats, committed unfair and deceptive trade practices in violation of the Consumer Protection Act. Specifically, it argued that the Respondent committed unfair and deceptive trade practices prohibited by section 13-303, subsections (1) and (3). It averred that the Respondent’s alleged illegal conduct occurred when, on thirty occasions, the Respondent sold athletic mats to consumers and did not provide those mats or provided mats that were damaged. Additionally, it argued that there were thirty times when the Respondent failed to pay consumers refunds that were rightfully due to them.

III. ANALYSIS

A. *Applicability of Consumer Protection Act*

Preliminarily, I will address the applicability of the Consumer Protection Act to the Respondent. As explained above, the Consumer Protection Act “shall be construed and applied liberally to promote its purpose.” Com. Law § 13-105. In relevant part, the Consumer Protection Act generally states that “[a] person may not engage in any unfair, abusive, or deceptive trade practice” in the sale or offer for sale of consumer goods or services. *Id.* § 13-303(1), (2) (Supp. 2024).

A person is broadly defined to include “an individual, corporation, business trust, statutory trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal or commercial entity.” *Id.* § 13-101(h). In *Consumer Protection Division v. Morgan*, 387 Md. 125 (2005), the Appellate Court of Maryland expressly adopted the standard set out by the United States Court of Appeals for the Seventh Circuit.¹¹ Accordingly, the Division “may hold individuals jointly and severally liable for restitution for the Consumer Protection Act violations of corporations, when the Division proves that (1) the individual participated directly in or had authority to control the deceptions or misrepresentations, and (2) the individual had knowledge of the practices.” *Id.* at 176.

Consumer goods and services are those “which are primarily for personal, household, family, or agricultural purposes” and “which are purchased, rented, or leased by a fraternal, religious, civic, patriotic, educational, or charitable organization for the benefit of the members of the organization.” Com. Law § 13-101(d)(1) and (2) (Supp. 2024). A consumer is also broadly defined to mean “an actual or prospective purchaser, lessee, or recipient of consumer goods, consumer services.” *Id.* § 13-101(c)(1) (Supp. 2024).

¹¹ See *FTC v. Amy Travel Serv., Inc.*, 875 F.2d 564 (7th Cir.1989).

Respondent Stringer, as an individual, and even under his prior business entity, which is now defunct, meets the definition of person under section 13-101(h). Additionally, the athletic mats that Respondent Stringer offered to consumers were purchased for use in their own residences, schools or places of business. Therefore, I find that the athletic mats were primarily for either personal, household, and family purposes or to benefit the members of a fraternal, religious, civic, patriotic, educational, or charitable organization. Accordingly, the Respondent is subject to the Consumer Protection Act in the transactions described above.

B. Failure to Respond to Statement of Charges

As noted above, on April 16, 2024, the Division issued a Statement of Charges against Respondent Stringer, alleging that he committed unfair and deceptive trade practices in violation of the Consumer Protection Act. A Request for Production of Documents was also served the same day. An Order Granting Hearing and Notification of Hearing Order was issued on April 17, 2024. On April 18, 2024, the Division personally served Respondent Stringer with the Statement of Charges and the Request for Production of Documents through Laura Stringer, a resident of legal age at his address of record.

In accordance with the OAG regulations, “[w]ithin 20 days of service of the statement of charges[,]” the Respondent was required to file a written response. COMAR 02.01.02.07A, B(1)(a). As noted above, the Respondent failed to respond within twenty days of service or any time thereafter during the pendency of this administrative proceeding. Because the Respondent failed to deny the allegations in the statement of charges in a timely manner, these allegations are deemed admitted. COMAR 02.01.02.07D. Therefore, all allegations in the Division’s statement of charges are uncontested, deemed to be true, and incorporated by reference herein.

C. The Respondent's False or Misleading Statements

Section 13-303 of the Consumer Protection Act prohibits unfair and deceptive trade practices. Section 13-301(1) of the Consumer Protection Act defines unfair, abusive, or deceptive trade practices to include any “[f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers.” Com. Law § 13-301(1) (Supp. 2024). As the Supreme Court of Maryland explained in *Golt*, section 13-301(1) does not require “knowledge of the falsity or intent to deceive . . . only a false or deceptive statement that has the capacity to mislead the consumer . . .” 308 Md. at 10–11. A “false” statement is one that is untrue, and a “misleading” statement is one calculated to be misunderstood. *Black’s Law Dictionary* (12th ed. 2024).

To establish a violation under the Consumer Protection Act, the Division is not required to demonstrate that a consumer in fact was misled, deceived, or damaged as a result of the Respondents’ conduct. Com. Law § 13-302; *see also Consumer Protection Div. v. Consumer Publ’g Co., Inc.*, 304 Md. 731, 771 (1986) (holding that the Division can determine that an advertisement is deceptive in the absence of any supporting testimony from a consumer or an expert). Additionally, actual falsehood of a merchant’s representations or statements in their entirety is not required to find a violation of the Consumer Protection Act. For example, “[a]dvertisements as a whole may be completely misleading although every sentence separately considered is literally true. This may be because things are omitted that should be said, or because advertisements are composed or purposefully printed in such way as to mislead.” *FTC v. Sterling Drug, Inc.*, 317 F.2d 669, 675 (2nd Cir. 1963) (internal citations and quotation marks omitted).

The Division contended that Respondent Stringer provided false or misleading express and implied statements, and misrepresentations to at least thirty consumers at different times over a nine-year period, which could have and did mislead them. Specifically, the Division argued that Respondent Stringer engaged in a widespread practice of offering and selling goods that he failed to provide and had no intention or reasonable expectation of providing and of failing to refund payments after not delivering purchased goods.

The Division further avers that the full extent of Respondent's Stringer's unfair and deceptive practices, however, is not known because he did not respond to the Proponent's discovery requests for consumer information, invoice information, and payment information showing the consumers from whom he collected payments and to whom he failed to pay refunds. The number of consumers from whom the Respondent collected payments, but failed to provide the promised goods is arguably much higher than the number of consumers who either testified at the hearing or provided pre-filed direct testimony.

The evidence, along with the negative presumption from the evidence that Respondent Stringer failed to produce, establishes that the Respondent's violations were not accidental, but instead that the Respondent acted with bad faith over a prolonged period of time (from at least 2014, when he failed to fulfill the order placed by Mr. Hollar, to 2023 when he did not fulfill the orders placed by Mr. Lafon and Ms. Hightower) and without regard for the harm that befell Tiffin Mats' customers.

In addition to repeatedly collecting payment for athletic mats that he did not provide, Respondent Stringer engaged in a clear pattern of behavior designed to frustrate consumers, avoid paying refunds, and evade chargebacks. Tiffin Mats answered calls and emails prior to consumers placing orders, but after an order was made, Tiffin Mats became less responsive and eventually began routinely ignoring consumers' calls and messages. Tiffin Mats strung

consumers along for months until their attempts to obtain a chargeback became futile. The fact that this was deliberate is made clearer by the fact that some consumers were only able to get a response from Tiffin Mats by providing fake names or calling from different phone numbers. Respondent Stringer's bad faith is further demonstrated by his practice of selling athletic mats that he clearly never intended to provide. At some point, the Respondent had to have been aware that he no longer would be able to provide the goods that consumers purchased, but he continued to advertise, sell, and accept consumer payments. Respondent Stringer also acted in bad faith when he claimed that Tiffin Mats would provide refunds but rarely did. The only consumers who fully recovered the payments that they made were only able to do so by contesting the charges on their credit cards.

Thirty consumers, spanning a period of nine years, provided live or affidavit testimony in this case stating that they placed orders with Tiffin Mats to deliver athletic mats that the Respondent failed to provide. These consumers were each misled by Respondent Stringer regarding his willingness and ability to provide the athletic mats when he or his employees first accepted their orders and when he or his employees repeatedly assured consumers that their athletic mats would be delivered next week or next month. Respondent Stringer's conduct in this case was disturbing in that he took large amounts of money, often from children who had fundraised for the specific purpose of purchasing athletic mats, when he must have known that he could not provide the promised mats given that the failure to deliver ordered mats goes back *nine years*. His failure to provide the purchased equipment prevented some consumers from offering the programs they had planned and required others to limit their ability to practice and compete.

Respondent Stringer engaged in deceptive trade practices as defined in §§ 13-301(1) and (3) of the Consumer Protection Act in the sale or offer for sale of consumer goods and services,

that are prohibited by § 13-303 of the Maryland Consumer Protection Act. Respondent Stringer engaged in deceptive trade practices as defined in § 13-301(1) of the Maryland Consumer Protection Act each time that he made false and misleading representations in connection with his offer and sale of goods and services to Maryland consumers, including (1) express and implied misrepresentations concerning his willingness and ability to provide athletic mats to consumers; and (2) express and implied misrepresentations regarding his willingness to provide refunds. These misrepresentations had the capacity, tendency, or effect of deceiving or misleading consumers, and, in fact, have misled consumers.

Respondent Stringer engaged in deceptive trade practices as defined in § 13-301(3) of the Maryland Consumer Protection Act in connection with his offer and sale of goods and services to Maryland consumers each time that he failed to state material facts, including: (1) his unwillingness or inability to deliver ordered goods; and (2) his unwillingness or inability to pay refunds. Respondent Stringer's failure to disclose these facts tended to deceive and, in fact, did deceive consumers. For these reasons, I conclude that Respondent Stringer's actions constitute deceptive trade practices under section 13-301(1) in violation of section 13-303 of the Consumer Protection Act.

D. The Respondent's Conduct Constitutes Unfair Trade Practices

The Division argued that in addition to the Respondent's actions being deceptive, they were also unfair. Section 13-303 of the Consumer Protection Act prohibits unfair and deceptive trade practices. Section 13-301(1) of the Consumer Protection Act defines unfair, abusive, or deceptive trade practices to include any "[f]alse, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers." Com. Law § 13-301(1) (Supp. 2024).

The Federal Trade Commission and federal courts have often treated “unfair” and “deceptive” trade practices as separate and distinct prohibited practices. The United States Supreme Court has recognized the Federal Trade Commission’s unfairness doctrine since 1972. *FTC v. Sperry & Hutchinson Co.*, 405 U.S. 233 (1972). At the request of Congress, the Federal Trade Commission redefined unfair trade practices in a 1980 policy statement, which addresses public enforcement by the Federal Trade Commission.

In *Legg*, the Appellate Court of Maryland deemed the Federal Trade Commission’s test for unfair trade practices “appropriate” and adopted it as the unfairness test in Maryland. 100 Md. App. at 771. Therefore, “[t]o warrant a finding of unfairness, the injury must satisfy three tests. It must be substantial; it must not be outweighed by any countervailing benefits to consumers or competition that the practice produces; and it must be an injury that consumers themselves could not reasonably have avoided.” *Id.* at 768 (internal quotation marks and citation omitted).

The Division argued that the Respondent’s actions and omissions meet the FTC’s three-part unfairness standard, adopted by Maryland. Under the first prong, the Respondent’s actions and omissions caused substantial injury to consumers that they could not reasonably avoid. Respondent Stringer is individually liable because for much of the time he committed his unfair and deceptive trade practices, his corporations did not exist. During these periods of time, Respondent Stringer violated the Consumer Protection Act in his individual capacity. For those additional periods where the corporate Respondents did exist, Respondent Stringer was responsible for creating, implementing, and carrying out his companies’ unfair and deceptive trade policies and practices; knew or should have known of the unfair or deceptive trade practices and had the power to stop them, but did not do so; directed and supervised employees who participated in the unfair or deceptive trade practices; and participated personally in the

unfair and deceptive trade practices. Indeed, many of the consumers who testified dealt directly with Respondent Stringer. He personally misled consumers when he promised to provide them with purchased goods, but failed to do so, and denied consumers refunds that were promised or owed.

Respondent Stringer violated the Consumer Protection Act at least thirty times when he offered and sold athletic mats that, in most cases, he failed to provide, and, in a few instances, he delivered partial orders, but not in a manner consistent with the representations he made to consumers.¹² Respondent Stringer violated the Consumer Protection Act at least thirty times when he misled consumers about his willingness or ability to refund their payments.

According to the Division, the second prong has been met because the consumers' substantial injury is not outweighed by any offsetting benefits to consumers or to competition, because there were no resulting consumer benefits from Respondent Stringer's actions and omissions. Last, the Division argued that under the third prong, the consumers' substantial injuries were unavoidable. In other words, the Division argued that based upon the corporate Respondent's past behavior and patterns of full performance in filling previous orders and their long-standing positive reputation in the industry, the consumers had no reason to know or suspect that the Respondent would accept payment for the athletic mats, fail to deliver the athletic mats, and subsequently fail to refund the prepayments.

For the reasons stated below, I conclude that the Division met its burden to demonstrate that the Respondent's conduct as described above constitutes unfair trade practices in violation of section 13-303 of the Consumer Protection Act.

¹² This total includes Joanne Barta, notwithstanding the fact that she ultimately received her entire order. The evidence presented established that Respondent Stringer lied about the shipment of the second half of her order and charged her a second time for her to receive the second half of her order. (Barta Testimony.)

i. *Injuries Are Substantial*

The first prong of the unfairness test requires consideration of whether a trade practice causes or is likely to cause substantial injury to consumers. Regarding substantial injury, the FTC has stated that it “is not concerned with trivial or merely speculative harms” and that “in most cases a substantial injury involves monetary harm.” *Legg*, 100 Md. App. at 768 (internal citations omitted). The FTC has further stated that consumer injury may be substantial when a relatively small harm has been inflicted on a larger number of consumers. *See Orkin Exterminating Co., Inc. v. FTC*, 849 F.2d 1354, 1365 (11th Cir. 1988) (“[A]lthough the actual injury to individual customers may be small on an annual basis, this does not mean that such injury is not ‘substantial.’”) (citations omitted); *see also American Financial Service Ass’n v. FTC*, 767 F.2d 957, 972 (D.C. Cir. 1985) (citations omitted) (“An injury may be sufficiently substantial, however, if it does a small harm to a large number of people, or if it raises a significant risk of concrete harm.”); *Centerline Equip. Corp. v. Banner Personnel Serv., Inc.*, 545 F. Supp. 2d 768, 780 (N.D. Ill. 2008) (“Even very small individual harms can be considered substantial, if they are part of a practice that, in the aggregate, causes substantial losses to the public as a whole.”); *FTC v. J.K. Publications, Inc.*, 99 F. Supp.2d 1176, 1201 (C.D. Cal. 2000).

I agree with the Division that the consumers sustained substantial injuries. The Respondent received payments ranging from \$569.00 to \$17,013.00 without providing the athletic mats for which he was paid. Thereafter, Respondent Stringer failed to provide refunds of any consumer’s payments. All thirty consumers testified that Respondent Stringer took their payments for athletic mats that he either never provided or that arrived damaged and never returned their money. In addition to the financial impact, some consumers had to pay additional costs to rent and/or purchase athletic mats from other companies.

The exact number of affected consumers remains unknown due to the Respondent's failure to participate in this administrative process. For these reasons, I find that Respondent Stringer caused substantial injury to consumers when he received payments for athletic mats that he failed to deliver or were delivered damaged, and for which he refused to provide a refund.

ii. *Injuries Not Outweighed by any Countervailing Benefits to Consumers or Competition*

The second prong of the *Legg* test requires consideration of whether the injury is outweighed by any offsetting benefits to consumers or competition. As the *Legg* Court explained, "most business practices entail a balancing of costs and benefits to the consumer Since many trade practices provide a mixed bag of costs and benefits, the [FTC] will not find that a practice unfairly injures consumers unless it is injurious in its net effect." 100 Md. App. at 768-69 (internal citations omitted). Consideration of this prong requires an examination of the potential costs that the proposed remedy would impose on the parties and society in general. *See Am. Fin. Servs. Ass'n*, 767 F.2d at 976. As the U.S. Court of Appeals for the Eleventh Circuit explained, "conduct can create a mixture of both beneficial and adverse consequences" but, where an unjustified fee increase "was not accompanied by an increase in the level of service provided or an enhancement of its quality," there was no resulting consumer benefit from the conduct. *Orkin*, 849 F.2d at 1365 (citations omitted).

This record simply demonstrates that no countervailing benefits to consumers or competition resulted from the Respondent's practices described above. The Respondent's conduct would actually promote a decline in consumer confidence in athletic mat businesses generally and thus have a negative impact on competition. Paying something for nothing does not benefit the consumer. In most businesses, a consumer can return an item they are not happy with or receive a refund for services that were unsatisfactory. Respondent Stringer did not afford these thirty consumers such standard practices. Additionally, consumers who lodged internal

complaints were ignored or given the runaround by Respondent Stringer. Others filed complaints with the Better Business Bureau, which were closed due to Respondent Stringer failing to respond. The fact that Respondent Stringer would not engage in any processes to resolve disputes does not benefit consumers or enhance competition. Instead, it has a chilling effect on consumers' willingness to purchase goods and services. For these reasons, I concluded that the second prong of the *Legg* test has been met.

iii. *Consumers Could Not Have Reasonably Avoided Injuries*

The third prong of the *Legg* test requires consideration of whether an injury is reasonably avoidable by consumers. The guiding principle is that under normal circumstances, "we expect the marketplace to be self-correcting, and we rely on consumer choice - the ability of individual consumers to make their own private purchasing decisions without regulatory intervention - to govern the market." *Legg*, 100 Md. App. at 769 (quoting 1980 FTC Policy Statement on Unfairness at 37). "Corrective action is viewed as necessary only when consumers are prevented from effectively making their own decisions. The purpose of such action is to halt some form of seller behavior that unreasonably creates or takes advantage of an obstacle to the free exercise of consumer decision-making." *Id.* (citation and internal quotation marks omitted). Thus, to determine whether consumers' injuries were reasonably avoidable, courts consider whether consumers "choice" was free and informed. *See FTC v. Neovi, Inc.*, 604 F.3d 1150, 1158 (9th Cir. 2010); *Orkin*, 849 F.2d at 1365 ("Consumers may act to avoid injury before it occurs if they have reason to anticipate the impending harm and the means to avoid it, or they may seek to mitigate the damage afterward if they are aware of potential avenues toward that end" (citations omitted)).

This third and final part of the unfairness test requires that the injuries be those that consumers could not reasonably avoid. This record does not support a finding that the impacted

consumers could have reasonably avoided the monetary harm that they experienced as a result of Respondent Stringer's conduct. Tiffin Mats had a reputation for being a leader in the industry, having been in business for forty years. Many of the consumers were repeat customers who had previously purchased and received athletic mats from Tiffin Mats. The consumers paid in full and when Respondent Stringer refused to refund consumers' payments, those affected consumers had no choice but to accept that they would likely never see their money again. Therefore, I find that the final prong of the *Legg* test has been met.

PROPOSED CONCLUSIONS OF LAW

Based upon the above Proposed Findings of Fact and Discussion, I propose the following Conclusions of Law:

The Respondent, Gerald Stringer, engaged in unfair and deceptive trade practices that violated § 13-303 of the Commercial Law Article, as defined at §§ 13-301(1) and (3), by: (1) expressly and impliedly misrepresenting to consumers that he would provide athletic mats; and (2) refusing to pay refunds to consumers after failing to provide the promised goods.

The Respondent, Gerald Stringer, engaged in unfair practices prohibited under § 13-303 of the Consumer Protection Act by causing substantial injury to consumers that the consumers could not reasonably avoid. Mr. Stringer's unfair practices were not offset by any benefit to consumers or competition.

The Respondent, Gerald Stringer, violated the Consumer Protection Act at least thirty times when he offered and sold goods that he failed to provide.

The Respondent, Gerald Stringer, violated the Consumer Protection Act at least thirty times when he failed to pay refunds to consumers.

January 27, 2025
Date Order Mailed

Jocelyn L. Williams

Jocelyn L. Williams
Administrative Law Judge

JLW/at
#214836

NOTICE OF RIGHT TO FILE EXCEPTIONS

A party aggrieved by this proposed decision may file exceptions and request an opportunity to present oral argument. Such exceptions and any request for argument must be made within thirty (30) days from the date of this proposed decision. Md. Code Ann., State Gov't § 10-216 (2021); COMAR 02.01.02.21. The written exceptions and request for argument, if any, should be directed to Clerk, Administrative Hearings, Consumer Protection Division, 200 Saint Paul Place, 16th Floor, Baltimore, Maryland 21202. The Office of Administrative Hearings is not a party to any review process.

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**CONSUMER PROTECTION
DIVISION, OFFICE OF THE
ATTORNEY GENERAL,

PROPONENT**

v.

**DANIEL J. TIFFIN ET AL.,

RESPONDENTS**

*** BEFORE JOCELYN L. WILLIAMS,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE OF
* ADMINISTRATIVE HEARINGS
*
*
* OAH CASE No.: OAG-CPD-04-24-11237**

*** * * * ***

APPENDIX-EXHIBIT LIST

The following exhibits were offered by the Division admitted into evidence (unless otherwise denoted), and labeled as "CPD Ex" before each exhibit number listed below:

<u>Ex.</u>	<u>Description</u>	<u>Status</u>
1A	Auburn University - Sales Order	Admitted
1B	Auburn University - Emails	Admitted
1C	Auburn University - Internal Report	Admitted
1D	Auburn University - BBB Complaint	Admitted
2A	Burkett - Receipt	Withdrawn
2B	Burkett - Emails	Withdrawn
2C	Burkett - MD AG Complaint	Withdrawn
3A	Charlton Youth - Quote	Admitted
3B	Charlton Youth - Sales Order	Admitted
3C	Charlton Youth - 2019.09.03 Email	Admitted
3D	Charlton Youth - 2019.09.05 Email	Admitted
3E	Charlton Youth - BBB Complaint	Admitted
4A	Croft - Receipt	Admitted

4B	Croft - Emails	Admitted
4C	Croft - 2023.11.12 Email from Amazon Pay	Admitted
4D	Croft - MD AG Complaint	Admitted
5A	ECC Cheer - Receipts	Admitted
5B	ECC Cheer - Call Log	Admitted
5C	ECC Cheer - Email	Admitted
5D	ECC Cheer - Order Cancellation	Admitted
5E	ECC Cheer - BBB Complaint	Admitted
5F	ECC Cheer - MD AG Complaint	Admitted
6A	Ed White High School - Estimate	Admitted
6B	Ed White High School - Internal Purchase Request	Admitted
6C	Ed White High School - Invoice	Admitted
6D	Ed White High School - Check	Admitted
6E	Ed White High School - Emails	Admitted
6F	Ed White High School - Refund Request	Admitted
6G	Ed White High School - BBB Complaint	Admitted
7A	Greater Rochester Cheerleading - Sales Order	Admitted
7B	Greater Rochester Cheerleading - Emails	Admitted
7C	Greater Rochester Cheerleading - BBB Complaint	Admitted
7D	Greater Rochester Cheerleading - MD AG Complaint	Admitted
7E	Greater Rochester Cheerleading - Demand Letter	Withdrawn
8A	Helper Middle School - Receipt	Admitted
8B	Helper Middle School - Mat Order	Admitted
8C	Helper Middle School - Check	Admitted
8D	Helper Middle School - Emails	Admitted

8E	Helper Middle School - MD AG Complaint	Admitted
9A	Hightower - Order Confirmation	Admitted
9B	Hightower - Check	Admitted
9C	Hightower - Order Status Change	Admitted
9D	Hightower - Emails	Admitted
9E	Hightower - BBB Complaint	Admitted
9F	Hightower - Complaint MD AG Complaint	Admitted
10A	Kopecky - Order	Withdrawn
10B	Kopecky - Receipt	Withdrawn
10C	Kopecky - Emails	Withdrawn
10D	Kopecky - Call Log	Withdrawn
10E	Kopecky - Text Messages	Withdrawn
10F	Kopecky - Notes	Withdrawn
10G	Kopecky - MD AG Complaint	Withdrawn
11A	Lafon - Quote	Admitted
11B	Lafon - Check Copy	Admitted
12A	Leone - Emails	Admitted
12B	Leone - BBB Complaint	Admitted
13A	Marion Local Athletic Boosters - Quote	Admitted
13B	Marion Local Athletic Boosters - Invoice	Admitted
13C	Marion Local Athletic Boosters - Packing Slip	Admitted
13D	Marion Local Athletic Boosters - Cashed Check and Bank Statement	Admitted
13E	Marion Local Athletic Boosters - Emails Combined	Admitted
13F	Marion Local Athletic Boosters - Notes	Admitted

13G	Marion Local Athletic Boosters - Tiffin Athletic Mats Refund Policy	Admitted
13H	Marion Local Athletic Boosters - Demand Letter	Admitted
13I	Marion Local Athletic Boosters - AG Complaint	Admitted
14A	N. Canton Cheerleading Parent Assn - Receipt	Admitted
14B	N. Canton Cheerleading Parent Assn - Emails	Admitted
14C	N. Canton Cheerleading Parent Assn - MD AG Complaint	Admitted
15A	Western Piedmont CC - Quote	Admitted
15B	Western Piedmont CC - Receipt	Admitted
15C	Western Piedmont CC - Statement	Admitted
15D	Western Piedmont CC - Emails	Admitted
15E	Western Piedmont CC - MD AG Complaint	Admitted
16A	YMCA of S. Hampton Rd - Order Confirmation	Admitted
16B	YMCA of S. Hampton Rd - Email	Admitted
16C	YMCA of S. Hampton Rd - MD AG Complaint	Admitted
17A	Allatoona High School - Sales Order	Admitted
17B	Allatoona High School - Bill of Lading	Admitted
17C	Allatoona High School - Photos	Admitted
17D	Allatoona High School - Timeline	Admitted
17E	Allatoona High School - Notice of Filing	Admitted
17F	Allatoona High School - AG Complaint	Admitted
17G	Allatoona High School - BBB Complaint	Admitted
17H	Allatoona High School - FTC Complaint	Admitted
18A	Barta - Initial Payment	Admitted
18B	Barta - Second Payment	Admitted

18C	Barta - Packing Slip (10-18-16)	Admitted
18D	Barta - Shipping Labels	Admitted
18E	Barta - Packing Slip (3-15-17)	Admitted
18F	Barta – Notes	Admitted
18G	Barta - BBB Complaint	Admitted
18H	Barta – MD AG Complaint	Admitted
19A	Bolton Honea Path High School - Invoice	Admitted
19B	Bolton Honea Path High School - Check	Admitted
19C	Bolton Honea Path High School - BBB Complaint	Admitted
20A	Buckhannon-Upshur ¹³ High School - Invoice	Admitted
20B	Buckhannon-Upshur High School - Purchase Order	Admitted
20C	Buckhannon-Upshur High School - Check	Admitted
20D	Buckhannon-Upshur High School - Cutright Email	Admitted
20E	Buckhannon-Upshur High School - Notes	Admitted
20F	Buckhannon-Upshur High School - BBB Complaint	Admitted
20G	Buckhannon-Upshur High School - Demand Letter	Admitted
20H	Buckhannon-Upshur High School - Repayment Acct Record	Admitted
21A	Denver Dragons Wrestling Club - Email	Admitted
21B	Denver Dragons Wrestling Club - Sales Order	Admitted
21C	Denver Dragons Wrestling Club - BBB Complaint	Admitted
22A	Holly Grove Middle School - Receipt	Admitted
22B	Holly Grove Middle School - Second Receipt	Admitted
22C	Holly Grove Middle School - Email	Admitted

¹³ In the Proponent's Exhibit List exhibits 20A-20H were mistakenly spelled "Buckingham Upshur."

22D	Holly Grove Middle School - BBB Complaint	Admitted
23A	Holyoke High School - Quote	Withdrawn
23B	Holyoke High School - Second Quote	Admitted
23C	Holyoke High School - Refund Request Form	Admitted
23D	Holyoke High School - BBB Complaint	Admitted
24A	Malsin - Quote	Admitted
24B	Malsin - Email	Admitted
25A	Mountain High School - Quote	Admitted
25B	Mountain High School - Sales Order	Admitted
25C	Mountain High School - Check	Admitted
26A	Pocono Mountain Youth Wrestling - Quote	Admitted
26B	Pocono Mountain Youth Wrestling - Second Quote	Admitted
26C	Pocono Mountain Youth Wrestling - Email	Admitted
26D	Pocono Mountain Youth Wrestling - BBB Complaint	Admitted
27	Ridgefield Youth Football	Admitted
28A	Sycamore War Eagles - Quote	Admitted
28B	Sycamore War Eagles - Design	Admitted
28C	Sycamore War Eagles - Sales Order	Admitted
28D	Sycamore War Eagles - Check	Admitted
28E	Sycamore War Eagles - Emails	Admitted
28F	Sycamore War Eagles - Demand Letter	Admitted
28G	Sycamore War Eagles - MD AG Complaint	Admitted
29A	Bay Rockets Association - Quote	Admitted
29B	Bay Rockets Association - 2021.09.16 Email	Admitted

29C	Bay Rockets Association - Receipt	Admitted
29D	Bay Rockets Association - Donohue Emails	Admitted
29E	Bay Rockets Association - Spellman Emails	Admitted
29F	Bay Rockets Association - Demand Letter	Admitted
29G	Bay Rockets Association - MD AG Complaint	Admitted
30A	Tiffin Athletic Mats, Inc. - Articles of Incorporation	Admitted
30B	Tiffin Athletic Mats, Inc. - Name Change Amendment	Admitted
30C	Tiffin Athletic Mats, Inc. - Status	Admitted
31A	Tiffin Mats, Inc. - Articles of Incorporation	Admitted
31B	Tiffin Mats, Inc. - Status	Admitted
32A	Tiffin Holdings, Inc. - Articles of Incorporation	Admitted
32B	Tiffin Holdings, Inc. - Status	Admitted
33A	Tiffin Athletic Mats, LLC - Articles of Organization	Admitted
33B	Tiffin Athletic Mats, LLC - Resolution	Admitted
33C	Tiffin Athletic Mats, LLC - Change of Resident Agent	Admitted
33D	Tiffin Athletic Mats, LLC - Status	Admitted
34	Midlantic Sports Product, Inc. Corporate Records	Admitted
35A	Daniel Tiffin Response to Request for Production	Withdrawn
35B	Daniel Tiffin Response to Second Request for Production	Admitted
36	Tiffin Mats Website	Admitted
37	Affidavit of Lisa Goslak	Admitted
38	Affidavit of Titania Cross (Bowie Youth Athletic Cheer)	Admitted
39	Affidavit of Allison Griffes (Little Warrior Cheer)	Withdrawn
40	Affidavit of Jonathan Lackman	Admitted

41A	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2004 – Signature Cards	Admitted
41B	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2004 – Statements	Admitted
41C	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2004 – Checks	Admitted
42A	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9344 – Signature Cards	Admitted
42B	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9344 – Statements	Admitted
42C	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9344 – Checks	Admitted
43A	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9799 – Signature Cards	Admitted
43B	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9799 – Statements	Admitted
43C	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 9799 – Checks	Admitted
44A	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2180 – Signature Cards	Admitted
44B	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2180 – Statements	Admitted
44C	Tiffin Holdings, Inc. – Selected M&T Bank Records – Acct No. 2180 – Checks	Admitted
45A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3068 – Signature Cards	Admitted
45B	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3068 – Statements	Admitted
45C	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3068 – Checks	Admitted
46A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3076 – Signature Cards	Admitted

46B	Tiffin Holdings, Inc. – Selected Citizen Bank Records– Acct No. 3076 – Statements	Admitted
46C	Tiffin Holdings, Inc. – Selected Citizen Bank Records– Acct No. 3076 – Checks	Admitted
47A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3084 – Signature Cards	Admitted
47B	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3084 – Statements	Admitted
47C	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3084 – Checks	Admitted
48A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3041 – Signature Cards	Admitted
48B	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3041 – Statements	Admitted
48C	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 3041 – Checks	Admitted
49A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6615 – Signature Cards	Admitted
49B	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6615 – Statements	Admitted
49C	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6615 – Checks	Admitted
50A	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623 – Signature Cards	Admitted
50B	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623 – Statements	Admitted
50C	Tiffin Holdings, Inc. – Selected Citizen Bank Records – Acct No. 6623 – Checks	Admitted
51A	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727 – Signature Cards	Admitted
51B	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727 – Statements	Admitted

51C	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727 – Checks	Admitted
51D	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1727 – Withdrawals	Admitted
52A	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591 – Signature Cards	Admitted
52B	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591 – Statements	Admitted
52C	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1591 – Checks	Admitted
53A	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604 – Signature Cards	Admitted
53B	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604 – Statements	Admitted
53C	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604 – Checks	Admitted
53D	Tiffin Holdings, Inc. – Selected PNC Bank Records – Acct No. 1604 – Withdrawals	Admitted
54A	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 9736 – Signature Cards	Admitted
54B	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 9736 – Statements & Checks	Admitted
55A	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 3705 – Signature Cards	Admitted
55B	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 3705 - Statements	Admitted
56A	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 4289 – Signature Cards	Admitted
56B	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 4289 - Statements	Admitted
56C	Tiffin Athletic Mats, LLC – Selected TD Bank Records – Acct No. 4289 - Checks	Admitted

57A	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1612 – Signature Cards	Admitted
57B	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1612 - Statements	Admitted
57C	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1612 - Checks	Admitted
57D	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1612 - Withdrawals	Admitted
58A	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1639 – Signature Cards	Admitted
58B	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1639 – Statements	Admitted
59A	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1647 – Signature Cards	Admitted
59B	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1647 – Statements	Admitted
59C	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1647 – Checks	Admitted
59D	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1647 - Withdrawals	Admitted
60A	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1532 – Signature Cards	Admitted
60B	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1532 – Statements	Admitted
60C	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1532 – Checks	Admitted
60D	Midlantic Sports Products, Inc. – Selected PNC Bank Records – Acct No. 1532 – Withdrawals	Admitted
61A	Bradley Tiffin Bank Records – Signature Cards	Withdrawn
61B	Bradley Tiffin Bank Records – Checks Signed by Bradley Tiffin	Withdrawn
61C	Bradley Tiffin Bank Records – Deposit Slips Signed by Bradley Tiffin	Withdrawn

61D Bradley Tiffin Bank Records – Withdrawal Slips Signed by Withdrawn
Bradley Tiffin

The Respondent failed to appear and therefore offered no exhibits into evidence.

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND,

Proponent,

v.

DANIEL J. TIFFIN, *et al.*,

Respondents.

IN THE

CONSUMER PROTECTION DIVISION

OF THE

OFFICE OF THE ATTORNEY GENERAL

CPD Case No: 24-008-372556

OAH Case No: OAG-CPD-04-24-11237

BILL OF COSTS

Proponent, the Office of the Attorney General, Consumer Protection Division, in support of paragraph 42 of the Proposed Final Order that the Proponent has requested in the above-captioned matter, submits the following statement of its staff hours and costs incurred investigating and prosecuting the instant matter:

Hanna Abrams	\$13,610.15
Philip Ziperman	\$ 6,395.27
Kimoya Henry	\$17,076.68
Total Costs	\$37,175.56

WHEREFORE, for the reasons which are set forth herein and in the Proponent's Request for Entry of Final Order filed in connection herewith, the Proponent requests that THE Respondent be ordered to pay the Proponent costs that total \$37,175.56 as reimbursement for the costs of its investigation and prosecution of the above captioned matter, consistent with the terms contained in paragraph 42 of the proposed Final Order.

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Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Hanna Abrams", is written over a horizontal line.

Hanna Abrams (Bar No. 1812120121)
Philip Ziperman (Bar No. 9012190379)
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Attorneys for Proponent

Date: February 26, 2025

CAROLYN A. QUATTROCKI
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LEONARD J. HOWIE III
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CARRIE J. WILLIAMS
Deputy Attorney General

SHARON S. MERRIWEATHER
Deputy Attorney General

ZENITA WICKHAM HURLEY
Deputy Attorney General



**STATE OF MARYLAND
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION**

ANTHONY G. BROWN
Attorney General

WILLIAM D. GRUHN
Division Chief

STEVEN M. SAKAMOTO-WENGEL
*Executive Counsel to the
Attorney General*

PETER V. BERNIS
General Counsel

CHRISTIAN E. BARRERA
Chief Operating Officer

DESIREE D. DEVOE
Administrative Hearings Clerk

May 21, 2025

Via First-Class Mail

Gerald Stringer
166 Mike Court
Elkton, MD 21921

Hanna Abrams
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
200 Saint Paul Place, 16th Floor
Baltimore, MD 21202

Re: *Consumer Protection Division, Office of the Attorney General v. Daniel J.
Tiffin, et al.*
CPD Case No. 24-008-372556
OAH Case No. OAG-CPD-04-24-11237

Dear Parties:

Attached you will find an executed copy of the Ruling on Exceptions and Final Order,
issued in the above reference matter.

Sincerely,

Desiree D. DeVoe
Administrative Hearings Clerk