

CONSUMER PROTECTION DIVISION
OFFICE OF THE ATTORNEY GENERAL
OF MARYLAND,
200 St. Paul Place
Baltimore, MD 21202,

Proponent,

v.

DANIEL J. TIFFIN
[REDACTED]

GERALD STRINGER
[REDACTED]

BRADLEY TIFFIN
[REDACTED]

and

STI LEASING, INC. F/K/A STRINGER
TRANSPORTATION, INC., D/B/A
STI ATHLETIC MATS, INC.
505 Blue Ball Road #40
Elkton, MD 21921,

Respondents.

IN THE

CONSUMER PROTECTION DIVISION

OF THE

OFFICE OF THE ATTORNEY GENERAL

CPD Case No: 24-008-372556

OAH Case No:

Office of the Attorney General
Consumer Protection Division

FILED

APR 16 2024

ADMINISTRATIVE HEARING PROCESS

STATEMENT OF CHARGES

1. The Consumer Protection Division of the Office of the Attorney General of Maryland institutes this proceeding to enjoin Respondents Daniel J. Tiffin, Gerald Stringer, Bradley Tiffin, and STI Leasing, Inc. f/k/a Stringer Transportation, Inc. d/b/a STI Athletic Mats, Inc., from engaging in unfair or deceptive trade practices in the course of offering and selling

consumer goods and services, and to obtain relief for consumers harmed by Respondents' unfair and deceptive trade practices.

2. The Respondents sold and offered for sale consumer goods and services to consumers in Maryland and in other states from their business in Maryland. Specifically, the Respondents sold athletic equipment to consumers and failed to provide the athletic equipment. The Respondents repeatedly misled consumers concerning their willingness or ability to provide the purchased athletic equipment and to pay refunds. When consumers did not receive the athletic equipment that they had ordered, the Respondents misled them regarding the cause of the shipping delays, failed to deliver the purchased equipment, and failed to refund consumers' payments.

The Parties

3. The Proponent in this proceeding is the Consumer Protection Division of the Office of the Attorney General of Maryland. This proceeding is brought by the Proponent to redress violations to date and to prevent future violations of Maryland's Consumer Protection Act, Md. Code Ann., Com. Law, §§ 13-101 through 13-501 (2013 Repl. Vol. and 2023 Supp.).

4. Respondent Daniel J. Tiffin is a Maryland resident and was an officer, operator, and an owner of the now defunct Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc. Through Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc., Respondent Daniel J. Tiffin offered and sold athletic equipment to consumers in Maryland and from Maryland to consumers residing in other states. Respondent Daniel J. Tiffin continued to conduct business using the Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc. names including via the companies' website, www.tiffinmats.com, and via telephone, notwithstanding the companies' lack of good standing in Maryland.

5. As an owner, operator, and officer of Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc., Respondent Daniel J. Tiffin possessed and exercised the authority to control their policies and trade practices; was responsible for creating and implementing the alleged unfair or deceptive policies and trade practices that are described herein; participated in the alleged unfair or deceptive trade practices that are described herein; directed or supervised those employees who participated in the alleged unfair or deceptive trade practices that are described herein; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

6. Respondent Gerald Stringer is a Maryland resident and was an owner, operator, officer, and/or manager of the now defunct Tiffin Mats, Inc., Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc. Through Tiffin Mats, Inc., Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc., Respondent Stringer offered and sold athletic equipment to consumers in Maryland and consumers residing in other states. Respondent Stringer continued to conduct business using the Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc. names including via the companies' website, www.tiffinmats.com, and via telephone, notwithstanding the companies' lack of good standing in the States where they were incorporated.

7. As an owner, operator, officer and/or manager of Tiffin Mats, Inc., Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc., Respondent Stringer possessed and exercised the authority to control their policies and trade practices; was responsible for creating and implementing the alleged unfair or deceptive policies and trade practices that are described herein; participated in the alleged unfair or deceptive trade practices that are described herein; directed or supervised those employees who participated in the alleged unfair or deceptive trade

practices that are described herein; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

8. Respondent Bradley Tiffin is a Maryland resident and is an officer and owner of STI Leasing, Inc. f/k/a Stringer Transportation, Inc., d/b/a STI Athletic Mats, Inc. (“STI Athletic Mats”). STI Leasing, Inc. is a Maryland corporation. Respondent Bradley Tiffin took over STI Leasing, Inc. f/k/a Stringer Transportation Inc. from Respondent Stringer in 2019 and, later, began selling athletic equipment under the name STI Athletic Mats. STI Athletic Mats offers and sells athletic equipment to consumers from its principal office 505 Blue Ball Road, Elkton, Maryland 21921. STI Athletic Mats receives mail at 1470 Blue Ball Road, PO Box 32, Childs, Maryland, 21916, a post office box rented by STI Leasing, Inc. STI Athletic Mats offered and sold athletic equipment from Maryland to consumers residing in Maryland and from Maryland to consumers residing in other states and processed payments on behalf of Respondent Stringer.

9. Respondent Bradley Tiffin participated in the alleged unfair or deceptive trade practices that are described herein; and knew or should have known of the unfair or deceptive trade practices that are described herein and had the power to stop them, but rather than stopping them, promoted their use.

Statement of Facts

10. The Respondents engaged in the offer and sale of consumer goods and services in the State of Maryland, including the offer and sale of athletic equipment in their individual capacities and to varying degrees through three now defunct corporations – Tiffin Mat, Inc.,

Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc. – and one active corporation, STI Athletic Mats, Inc.

11. Tiffin Mats, Inc. was first incorporated in the State of Maryland in 2010. Tiffin Mats, Inc. did business from its principal office located at 505 Blue Ball Road, Building 40, Elkton, Maryland 21921. Tiffin Mats, Inc.'s charter was forfeited on October 1, 2015, through an action taken by the Maryland Department of Labor.

12. Tiffin Athletic Mats, Inc. operated from at least 2010 until approximately 2017. Tiffin Athletic Mats, Inc. did business from its principal office located at 505 Blue Ball Road, Building 40, Elkton, Maryland 21921. Tiffin Athletic Mats, Inc.'s charter was forfeited through an action taken by the Maryland Comptroller on October 13, 2017.

13. Respondent Daniel J. Tiffin offered and sold athletic equipment to consumers through Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc., before each companies' charters were forfeited. Following the forfeiture of Tiffin Mats, Inc.'s charter, Respondent Daniel J. Tiffin continued to conduct business in the company's name despite the fact that it was no longer active or a valid corporation.

14. Respondent Daniel J. Tiffin continued to conduct business using the Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc. names including via the companies' website, www.tiffinmats.com, and via telephone, notwithstanding Tiffin Mats, Inc.'s lack of good standing as a Maryland corporation.

15. Respondent Gerald Stringer offered and sold athletic equipment to consumers through Tiffin Mats, Inc., Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc. before they were

forfeited and, and thereafter continued conducting business in his company's name despite the charter being forfeited.

16. Respondent Stringer has been involved in Tiffin Mats, Inc., and Tiffin Athletic Mats, Inc., since at least 2015. Respondent Stringer purchased Tiffin Athletic Mats, Inc. in 2017 and owned and operated the entity until its forfeiture on October 13, 2017. Prior to taking over the company, Respondent Stringer was employed as a manager and officer of Tiffin Mats, Inc. and Tiffin Athletic Mats, Inc.

17. Respondent Stringer was also an officer and owner of Tiffin Holdings, Inc., incorporated in Delaware with registered office located at 1308 Savannah Road, Lewes, Delaware, 19958. Tiffin Holdings, Inc. did business from its principal office located at 505 Blue Ball Road, Building 40, Elkton, Maryland, 21921. Tiffin Holdings, Inc. collected payments from consumers at P.O. Box 823, Elkton, Maryland, 21922. Tiffin Holdings, Inc.'s charter was forfeited through an action taken by the Delaware Division of Corporations in 2020. Respondent Stringer continued to conduct business using the Tiffin Mats, Inc., Tiffin Athletic Mats, Inc., and Tiffin Holdings, Inc. names including via the companies' website, www.tiffinmats.com, and via telephone, notwithstanding the companies' lack of good standing in the States where they were incorporated.

18. The athletic equipment that the Respondents sold to consumers primarily consisted of gymnastics and wrestling mats and accessories.

19. Consumers who purchased athletic equipment from the Respondents were individuals or nonprofit organizations such as school team booster clubs or school cheer teams.

20. Individual consumers purchased athletic equipment from the Respondents either online or over the phone for personal, family and household purposes. Fraternal, religious, civic, patriotic, educational, or charitable organizations purchase goods either online or over the phone from the Respondents for the benefit of the members of the organization, including public schools and booster clubs.

21. Respondents demanded large advance deposits from consumers for the athletic equipment and for shipping costs. Consumers paid for the goods and services in advance via check, debit, or credit card.

22. Respondents Daniel J. Tiffin and Gerald Stringer represented to consumers that they manufactured the goods they offered for sale.

23. Respondents Daniel J. Tiffin and Gerald Stringer represented to consumers that most of the orders would ship in a few weeks or months after the orders are placed.

24. Respondents Daniel J. Tiffin and Gerald Stringer have been unable to fulfill consumer orders, a fact they do not disclose to consumers.

25. Respondent Stringer accepted credit cards for payments from consumers until his payment processor cancelled his merchant account. Respondent Stringer also accepted debit cards and checks for payment.

26. After taking orders and collecting upfront payments from consumers for athletic equipment and shipping costs, Respondents Daniel J. Tiffin and Gerald Stringer failed to ship the ordered equipment. They did not disclose to inquiring consumers that they were having difficulty fulfilling their orders.

27. Consumers routinely made multiple attempts to contact Respondents Daniel J. Tiffin and Gerald Stringer to inquire about their orders, to request a delivery date of the athletic equipment, or to ask for a refund of their payments. Respondents Daniel J. Tiffin and Gerald Stringer provided consumers with false excuses for the failure to deliver the goods until at some point, Respondents Daniel J. Tiffin and Gerald Stringer stopped responding to emails and screened the telephone calls from consumers' phone numbers.

28. The Respondents' website, www.tiffinmats.com, and employees represented that refunds would be processed in 30 days. When consumers contacted Respondents Daniel J. Tiffin and Gerald Stringer seeking a refund, Respondents Daniel J. Tiffin and Gerald Stringer did all they could to avoid agreeing to refund the money. Even when they agreed to pay refunds to cancelling consumers, Respondents Daniel J. Tiffin and Gerald Stringer subsequently failed to pay the promised refunds.

29. In approximately 2019, Bradley Tiffin took over STI Leasing, Inc. and later began distributing Tiffin-produced athletic equipment under the STI Athletic Mats, Inc. name using the website www.stiathleticmats.com.

30. At some point, Respondent Stringer lost the ability to process electronic payments through a merchant account. When Respondent Stringer lost his merchant account, Respondent Bradley Tiffin processed the payments on his behalf using the STI Leasing, Inc. merchant account.

31. Respondents Daniel J. Tiffin and Stringer refused to pay refunds to consumers from whom they collected payments for athletic equipment that was never provided as well as for shipping costs.

32. At the times that each Respondent participated in the violations described herein, the Respondent had knowledge of the other parties' misrepresentations and substantially assisted in the violations of the Consumer Protection Act.

33. Respondent Daniel J. Tiffin's and Respondent Gerald Stringer's misrepresentations concerning their willingness or ability to fill consumers' orders for athletic equipment, promised shipping and delivery dates, consumers' ability to cancel their orders, and Respondents' willingness to pay refunds, had the capacity, tendency, or effect of deceiving or misleading consumers.

34. Respondent Daniel J. Tiffin's and Respondent Gerald Stringer's failure to disclose to consumers that these Respondents were unable or unwilling to fulfill their orders, and/or were unwilling to allow consumers to cancel their orders and receive refunds of their payments, are material facts, the omission of which tended to deceive or deceived consumers.

35. Respondents' practice of taking payments from consumers for athletic equipment and shipping costs and failure to deliver the equipment are trade practices that have caused and are likely to cause financial injury to consumers, which consumers could not reasonably avoid. The injuries that consumers have suffered as a result of Respondents' failure to provide goods that were paid for by consumers are not offset by any benefit to consumers or to competition.

Violations of the Consumer Protection Act

36. The Division incorporates paragraphs 1 through 35 as if they were fully alleged herein.

37. Respondents' practices, as set forth above, constitute unfair or deceptive trade practices in the sale and offer for sale of consumer goods or services that violate the Consumer Protection Act.

38. Respondents sold athletic equipment to individuals as well as entities that are fraternal, religious, civic, patriotic, educational, or charitable organizations that purchased goods for the benefit of the members of the organization, both of which are consumers pursuant to § 13-101(c)(1) and (2)(iv) of the Consumer Protection Act.

39. The athletic equipment the Respondent offered and sold to individual consumers was purchased for personal, family or household purposes or was purchased by fraternal, religious, civic, patriotic, educational, or charitable organizations, and, therefore, are consumer goods pursuant to § 13-101(d)(1) and (2) of the Consumer Protection Act.

40. The Respondents acted as merchants as defined by § 13-101(g)(1) of the Consumer Protection Act.

41. Respondents have engaged in unfair and deceptive trade practices in connection with the offer or sale of consumer goods and services that are generally prohibited by § 13-303(1) and (2) of the Consumer Protection Act.

Deceptive Trade Practices

42. The Respondents' false and misleading statements to consumers, as set forth above, had the capacity, tendency, or effect of deceiving or misleading consumers and constitute unfair or deceptive trade practices as defined in § 13-301(1) of the Consumer Protection Act.

43. Respondents' failure to state material facts the omission of which deceived or tended to deceive consumers, as set forth above, constitute unfair or deceptive trade practices as defined in § 13-301(3) of the Consumer Protection Act.

Unfair Trade Practices

44. In their offer and sale of goods and services to consumers, Respondents engaged in unfair trade practices that violated § 13-303 of CPA.

45. Respondents' practices, as set forth above, were likely to continue to cause substantial injury to consumers. Consumers suffered substantial injury each time they paid for goods and services that they never received.

46. Consumers who purchased the Respondents' goods and services could not reasonably have avoided their substantial injuries because of Respondents' deception.

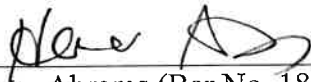
47. The injuries that consumers have suffered from Respondents' actions are not offset by any benefit to consumers or to competition.

WHEREFORE, the Proponent respectfully requests that the Consumer Protection Division issue an Order:

- (a) Requiring the Respondents to cease and desist from engaging in unfair or deceptive trade practices in violation of the Maryland Consumer Protection Act pursuant to Md. Code Ann., Com. Law § 13-403(b)(1)(i);
- (b) Requiring the Respondents to take affirmative action, including the restitution to consumers of all moneys Respondents collected for goods and services they did not provide pursuant to Md. Code Ann., Com. Law § 13-403(b)(1)(i);
- (c) Requiring the Respondents to pay the costs of this proceeding, including all costs

of investigation pursuant to Md. Code Ann., Com. Law § 13-409;

- (d) After a hearing in accordance with Md. Code Ann., Com. Law § 13-403(d), requiring the Respondents to pay a suitable civil penalty pursuant to § 13-410 of the Consumer Protection Act; and
- (e) Granting such other and further relief as is appropriate and necessary.


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Dated: April 16, 2024