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IN THE CLEVELAND MUNICIPAL COURT
GENERAL DIVISION

JOSEPH J. SIDARI III
Plaintiff

vs.

CHARTER COMMUNICATIONS OPERATING, LLC D/B/A SPECTRUM
Defendant

Case No. 2026-CVI-009447

Magistrate Ethan Hill

MAGISTRATE'S DECISION

The case was called for Smalls Claims hearing on 8/25/2026 before Magistrate Ethan Hill. Plaintiff Joseph J. Sidari III ("Plaintiff", "Sidari") appeared. Defendant Charter Communications Operating, LLC, d/b/a Spectrum ("Defendant", "Spectrum") appeared through a company representative. The trial proceeded and all exhibits were submitted and reviewed.

Findings of Fact

Spectrum is engaged in the business of selling and providing internet services to consumers. Sidari has been a Spectrum customer since 2012. On 7/24/2024, Spectrum increased the monthly cost of Sidari's internet service from $84.99 to $87.99. On 1/24/2025, Spectrum increased the monthly cost to $88.00. On 7/24/2025, Spectrum again increased the monthly cost to $90.00.

Following each of these rate increases, Sidari contracted Spectrum's customer solutions center and inquired about whether a lower-cost internet plan was available to him. On each occasion, the customer solutions center informed Sidari that no lower-cost plan was available.

On 4/27/2026, following the successive increases in the cost of his internet service, Sidari contacted Spectrum to cancel his service. During that conversation, a Spectrum retention specialist offered Sidari an internet plan costing $20.00 per month. Sidari asked the retention specialist why the $20.00-per-month plan had not been offered when he previously contacted Spectrum's customer solutions center. The retention specialist responded that the customer solutions center always had the option to offer Sidari the $20.00-per-month plan.

Conclusions of Law

Plaintiff asserts Defendant's failure to disclose the lower cost plan was false and/or misleading and a violation of R.C. 1345.02(A). Plaintiff requests economic damages in the amount of $1,555.92, which may be tripled under the statute for a total amount of $4,667.76. R.C. 1345.09(B).

The Ohio Consumer Sales Practices Act ("CSPA") prohibits a supplier from committing any unfair or deceptive act in connection with a consumer transaction. R.C. 1345.02(A). The CSPA also prohibits unconscionable acts or practices. R.C. 1345.03(A). Although the statutes address distinct forms of prohibited conduct, both provide a private cause of action to a consumer aggrieved by a violation. R. C. 1345.09(A). The CSPA is remedial in nature and is to be liberally construed in favor of consumers. *Einhorn v. Ford Motor Co.*, 48 Ohio St.3d 27, 29 (1990).

R.C. 1345.02(A) provides that "[n]o supplier shall commit an unfair or deceptive act or practice in connection with a consumer transaction." The prohibition applies to conduct occurring before, during, or after the transaction. R.C. 1345.02(A).

A deceptive act or practice under the CSPA is one that has the tendency or capacity to mislead consumers concerning a fact or circumstance material to a decision to purchase the product or service offered for sale. *Grgat v. Giant Eagle, Inc.*, 2019-Ohio-4582, ¶ 16-18 (8th Dist.). A deceptive act does not require proof that the supplier intended to deceive the consumer. *Grayson v. Cadillac Builders, Inc.*, 1995 Ohio App. LEXIS 3954, *10-11 (8th Dist. Sept. 14, 1995).

R.C. 1345.02(B) identifies specific representations that constitute deceptive practices, but the list is expressly nonexclusive. Among other things, division (B)(8) provides that it is deceptive for a supplier to represent that a specific price advantage exists when it does not. R.C. 1345.02(B)(8).

Under these circumstances, it was misleading when Spectrum's representative advised there were no lower cost plans. The availability of a substantially less expensive plan was material to Sidari's decision concerning whether to continue paying for Spectrum's internet service and, if so, at what price. Sidari had specifically sought information concerning a lower-cost plan, and the evidence establishes that such a plan was available to Sidari but was not offered. Accordingly, the Court finds that Spectrum committed an unfair or deceptive act or practice in violation of R.C. 1345.02(A).

R.C. 1345.09(A) permits a consumer who establishes a violation of R.C. 1345.02 to recover actual economic damages, together with an amount not exceeding $5,000 in noneconomic damages. R.C. 1345.09(G) defines actual economic damages as direct, incidental, or consequential pecuniary losses resulting from the violation. The Court finds that Sidari established actual economic damages of $1,555.92 resulting from Spectrum's violation of R.C. 1345.02(A).

R.C. 1345.09(B) permits an award of three times the consumer's actual economic damages, or $200, whichever is greater, when the violation was an act or practice previously declared deceptive, or unconscionable, by an applicable rule or by a court of this state and the required public-inspection condition has been satisfied. Plaintiff includes *State of Ohio v. Vision Security, LLC*, Franklin C.P. No. 13CV-08-8489, ¶ 23 (Feb. 7, 2014), as evidence that the practice has already been declared deceptive, and this decision can be found in the Online Public Inspection Files of the Ohio Attorney General at https://opif.ohioattorneygeneral.gov/. That decision specifically notes that a "supplier's practice of making false and misleading statements which consumers rely upon to their detriment is an unfair and deceptive act." *Id.* at ¶23(C), (E), (H), & (I). Therefore, Plaintiff is awarded three times the amount of the economic damages incurred.

(MAGIBLANK)

Decision

Judgment is rendered for Plaintiff Joseph J. Sidari III against Defendant Charter Communications Operating, LLC, d/b/a Spectrum in the amount of $4,667.76, with interest at the rate of 7% per annum from date of judgment, plus costs.

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MAGISTRATE

ATTENTION: Per Civ.R. 53(D)(3)(a), requests for findings of fact and conclusions of law shall be filed within seven days after the filing of the Magistrate's Decision. Per Civ.R. 53(D)(3)(b) and Loc.R. 8.03, objections to the Magistrate's Decision shall be filed within fourteen days after its filing. Unless a party timely and specifically objects to a finding of fact or conclusion of law, no assignment of error on appeal may be made to the court's adoption of such finding or conclusion. Consult the rules cited above or seek counsel for more information.

The Clerk of Court shall send a copy of the foregoing via regular mail to each party or, if any, their attorney.