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COMMON PLEAS COURT  
WARREN COUNTY OHIO  
FILED

IN THE COURT OF COMMON PLEAS  
WARREN COUNTY, OHIO

2015 AUG 21 PM 2:17

JAMES L. SPAETH  
CLERK OF COURTS

STATE OF OHIO ex rel. ATTORNEY  
GENERAL MICHAEL DEWINE

Plaintiff,

v.

STEVE MUSEITIF, et al.

Defendants.

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: Case No. 14 CV 86417  
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:  
: Judge Gilb  
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:  
: AGREED CONSENT JUDGMENT  
: ENTRY AND ORDER  
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PREAMBLE

This matter came to be heard upon the filing of a Complaint by the Ohio Attorney General alleging that Defendants Steve Museitif and Deals and Steals Furniture LLC ("Defendants") violated the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* and its Substantive Rules. By signing this Agreed Consent Judgment Entry and Order ("Consent Judgment"), the Defendants waive service of process, submit to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F).

The Defendants hereby consent to the Court's finding of the following facts and conclusions of law, to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce this Consent Judgment.

FINDING OF FACTS

1. Defendant Museitif is an individual who did business in Ohio as Best Buy Furniture & Mattress.

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CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

2. The trade name Best Buy Furniture is registered to Deals and Steals Furniture LLC with the Ohio Secretary of State.
3. Defendant Museitif is the owner of Defendant Deals and Steals Furniture LLC.
4. Defendant Museitif at all times pertinent hereto directed and controlled all business activities of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC.
5. Defendant controlled and directed the business activities and sales conduct of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC, causing, personally participating in, or ratifying the acts and practices of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC as described in the Complaint and in this Consent Judgment.
6. The Defendants began running a store closing sale as early as April 10, 2014.
7. They advertised the store closing sale with yard signs on busy streets throughout Warren County. The signs stated "STORE CLOSING", "UP TO 70% OFF", and "EVERYTHING MUST GO!"
8. Defendants also advertised the closing sale with large banners on their storefront, which stated "EVERYTHING MUST GO" and "STORE CLOSING!"
9. Defendants' use of the store closing sale advertisement reasonably led consumers to believe that the offer of such goods had been occasioned by the termination or discontinuance of Defendants' business.
10. The Defendants conducted the closing sale for a period well beyond 45 days and 90 days.
11. The Defendants extended the closing sale for 45 days without clearly and conspicuously disclosing the extension.

12. Throughout the course of advertising and operating the store closing sale, Defendants supplemented their stock and inventory.
13. All facts above have occurred in the two years prior to this lawsuit.

### **CONCLUSIONS OF LAW**

1. The Attorney General is the proper party to commence these proceedings under the authority of the CSPA, R.C. 1345.07, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. The Defendants are “suppliers” as that term is defined in R.C. 1345.01(C) as they were, at all times relevant herein, engaged in the business of effecting consumer transactions by performing services and selling goods, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D), from individuals in Warren County and other counties in the State of Ohio.
3. Defendants engaged in “consumer transactions” by offering for sale and selling furniture to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
4. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
5. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that Defendants reside in, operated their business from, and engaged in the transactions complained of herein in Warren County.
6. Defendants committed unfair or deceptive acts and practices in violation of the Distress Sale Rule, O.A.C. 109:4-3-17 and the CSPA, R.C. 1345.02(A) by:
  - a. Advertising and conducting a distress sale for a period greater than forty-five

days;

- b. Extending a distress sale for an additional forty-five days without clearly and conspicuously disclosing in its advertisement the fact of such extension;
- c. Failing to include in advertisements concerning the distress sale the opening and terminating dates of the sale; and
- d. Substituting or supplementing its stock or inventory by purchase, consignment, or transfer of goods from another outlet after advertising and beginning a distress sale.

### **ORDER**

For purposes of affecting this Consent Judgment Entry and Order, it is therefore **ORDERED, ADJUDGED AND DECREED** that:

1. Plaintiff's request for a Declaratory Judgment is GRANTED; and it is therefore DECLARED that the acts and practices enumerated in Plaintiff's Complaint and this Consent Judgment violate the CSPA, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder, in the manner set forth.
2. It is further ORDERED that the Defendants or their agents, servants, representatives, sales persons, employees, successors, assigns, and all persons acting on behalf of Defendants, directly or indirectly, through any corporate device or private device, partnership or association, including any person or entity which purchases any interest in the business and continues to operate the business, in connection with any consumer transaction, is permanently enjoined from committing any act or practice in violation of the CSPA.
3. It is also ORDERED that:

- a. Defendants shall refrain from advertising and conducting a distress sale for a period greater than forty-five days.
  - b. Defendants shall refrain from extending a distress sale for an additional forty-five days without clearly and conspicuously disclosing in its advertisement the fact of such extension;
  - c. Defendants shall refrain from failing to include in advertisements concerning the distress sale the opening and terminating dates of the sale; and
  - d. Defendants shall refrain from substituting or supplementing its stock or inventory by purchase, consignment, or transfer of goods from another outlet after advertising and beginning a distress sale.
4. Pursuant to R.C. 1345.07(D), Defendants are ORDERED to pay \$5,000 to Plaintiff to be used at the sole discretion of the Plaintiff for any purpose including, but not limited to, payment to the Consumer Protection Enforcement Fund, consumer damages, investigative costs, or attorney fees. Payment shall be made in accordance with the provisions noted in Paragraph (6) below.
5. It is further ORDERED that the Defendants are assessed a Civil Penalty of \$15,000. The Civil Penalty is suspended upon strict compliance with the terms of this Consent Judgment and the CSPA.
6. A payment of \$1,000 shall be due upon the execution of this Consent Judgment. The remaining \$4,000 shall be paid as follows:

August 2015	\$1,000
September 2015	\$1,000

October 2015	\$1,000
November 2015	\$1,000

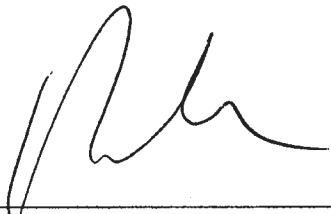
The monthly payments shall be made by the Defendants, in the form of a certified check or money order, made payable to "The Ohio Attorney General's Office" and received by the Attorney General on or before the last day of each month. Monthly payments shall be mailed to:

Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

Acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including the obligation created by the acceleration provision in Paragraph (8) of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

7. It is further ORDERED that if the Defendants fail to perform any obligation due hereunder to the Attorney General, all amounts, including the suspended payment referenced in Paragraph 5 of this Order, shall immediately become due and payable hereunder. As a further means of ensuring compliance with this Consent Judgment, if Defendants fail to perform any obligation due hereunder, Defendants shall be ENJOINED from acting as a Supplier in the furniture sales industry in the State of Ohio until the final judgment amount is satisfied.

8. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendants to abide by this Consent Judgment, upon proof of the violation, the Defendants shall be liable to the Ohio Attorney General for any such costs associated with proving that violation, including, but not limited to, a reasonable sum for attorneys' fees.
9. It is further ORDERED that Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants' business operation.
10. It is further ORDERED that the Defendants shall pay all court costs associated with this matter.
11. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.




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Hon. Judge Gilb

SIGNATURES

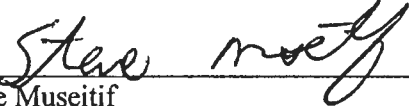
Accepted:

MICHAEL DEWINE  
ATTORNEY GENERAL

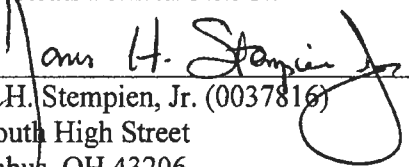
BY:  Date: 8/13/15  
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Assistant Attorney General  
Consumer Protection Section  
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(877) 381-1751 (fax)  
Eric.Gooding@ohioattorneygeneral.gov

*Counsel for the Ohio Attorney General*

Accepted:

BY:  Date: 8/10/15  
Steve Museitif

For Deals and Steals Furniture LLC.:

BY:  Date: 8/10/15  
James H. Stempien, Jr. (0037816)  
887 South High Street  
Columbus, OH 43206  
(614) 679-9618  
(614) 444-5645 (fax)  
finstemp@yahoo.com

*Counsel for Defendants*