

FILED  
MIAMI COUNTY  
COMMON PLEAS COURT

IN THE COURT OF COMMON PLEAS  
MIAMI COUNTY, OHIO

2025 MAY 12 PM 12:49

STATE OF OHIO ex rel.  
ATTORNEY GENERAL  
DAVE YOST

Plaintiff,

v.

Russell Miller, et al.

Defendants.

SHAWN M. PEEPLES  
CLERK OF COURTS

CASE NO. 2024 CV 00292

Judge: Jeannine N. Pratt

**CONSENT JUDGMENT AND  
AGREED FINAL ENTRY  
AND ORDER**

This matter came upon the filing of a Complaint on July 12, 2024, by Plaintiff, the State of Ohio, charging Defendants Russell Miller and Decks and Beyond ("Defendants") with violations of the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.* Plaintiff and Defendants have agreed to settle and resolve all matters alleged in the Complaint.

By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), Defendants submit to the personal jurisdiction of this Court, waive any claims they have or may have regarding service of process of the summons and Complaint, and/or any defects therein, and consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), and to the rights of Plaintiff to enforce this Consent Judgment.

**FINDING OF FACTS**

1. Defendant Russell Miller ("Miller") is a natural person who resides at 320 East North Street, Piqua, Ohio 45356.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION  
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2. Defendant Decks and Beyond ("Decks and Beyond") is an Ohio Limited Liability Corporation whose Article of Organization were filed and recorded with the Ohio Secretary of State on February 4, 2020.
3. Defendants are, and were at all times relevant hereto, engaged in the business of advertising, soliciting, offering for sale and/or selling home improvement goods and services, including painting, staining, cleaning, removal, and installation of home decks and railings.
4. Defendants accept payments from consumers for the purchase of home improvement goods or services, including painting, staining, cleaning, removal, and installation of home decks and railings.
5. In some instances, after Defendants accepted payment from consumers, Defendants failed to deliver some of those home improvement goods and services within eight weeks.
6. After receiving payment, Defendants sometimes began work but failed to complete the work.
7. In some instances, Defendants have failed to refund consumers' deposits or payments despite consumers' requests for refunds.

#### **CONCLUSIONS OF LAW**

8. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
9. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1) because Miami County is where Defendants reside.
10. Defendants are each a "supplier," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions," either directly or indirectly,

by soliciting or selling home improvement goods or services to "consumers" for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A) and (D).

11. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumers of the duration of an extended delay and offering to send a refund within two weeks if so requested, or furnishing similar goods or services of equal or greater value as a good faith substitute.
12. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **ORDER**

- A. The Court hereby DECLARES that the acts and practices described above violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109-4-3-01 *et seq.* in the manner set forth in the Complaint.
- B. Defendants, under their names, or by any other names, as well as their agents, employees, salespersons, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, are PERMANENTLY ENJOINED from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109-4-3-01 *et seq.*
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED, jointly and severally, to pay consumer damages in the total amount of \$59,299.68 to the Consumer Protection Section of the Ohio Attorney General's Office, to be deposited into the Consumer Protection Section's holding account for distribution to the consumers, and in the amounts, identified on the attached Addendum A.
- D. Defendants are ORDERED, pursuant to R.C. 1345.07(D), jointly and severally liable to pay a civil penalty to the Ohio Attorney General's office, in the total amount of \$13,000. Due to Defendants' financial status and inability to pay the total amount, \$10,000.00 of this civil penalty shall be suspended upon full and timely compliance with all terms of this Consent Judgment, including the payment plan outlined in Paragraph E below. The remaining amount of \$3,000 shall be due and paid in accordance with the payment plan outlined in Paragraph E below and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Miami County Treasurer, per R.C. 1345.07(G).

- E. It is ORDERED that Defendants shall pay the amount of \$62,299.68 to the Ohio Attorney General's Office in accordance with the Paragraphs C and D above and with the following schedule: Defendants will pay \$1,000.00 on April 18, 2025. Beginning on May 15, 2025, and continuing on the 15<sup>th</sup> day of each month, Defendants will make monthly payments of \$2,000.00 for 30 consecutive months and a final payment of \$1,299.68 until the total amount of \$62,299.86 is paid in full. Payment shall be made by certified check or money order, made payable to the "Ohio Attorney General's Office," and delivered to:

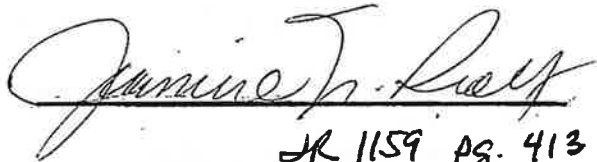
**Financial Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 4321**

- F. If Defendants do not pay the Ohio Attorney General's Office in accordance with the monthly payment schedule outlined in Paragraph E above, the outstanding amount shall become immediately due and payable, together with the suspended \$10,000.00 balance of the civil penalty ordered in Paragraph D.
- G. It is further ORDERED that if Defendants' financial representations to the Attorney General are found to have been inaccurate, all remaining payments, including the full civil penalty amount of Thirteen Thousand Dollars (\$13,000.00) shall immediately become due and payable by Defendants.
- H. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should this occur, the Collections Enforcement Section will assess additional collection costs and interest on the unpaid balance pursuant to Ohio law.

- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, the Defendants shall be liable to the Ohio Attorney General, should it prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees, investigative costs, and interest and collection costs as permitted by statute.
- J. Defendants shall not represent, directly or indirectly or in any way whatsoever, that the Court or the Plaintiff has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
- K. Defendants shall be prohibited from engaging in consumer transactions as a supplier in the State of Ohio if they are not in compliance with all the applicable provisions of this Consent Judgment, including, but not limited to, those with monetary payment obligations.
- L. Defendants shall pay all court costs associated with this matter.
- M. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.


**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

  
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APPROVED AND AGREED TO BY:

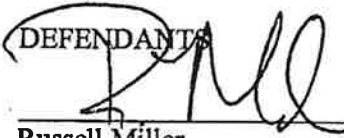
DAVE YOST  
Ohio Attorney General

  
\_\_\_\_\_  
Paige E. Weinstein (0098371)  
Assistant Attorney General  
Office of the Ohio Attorney General

May 7, 2025  
Date

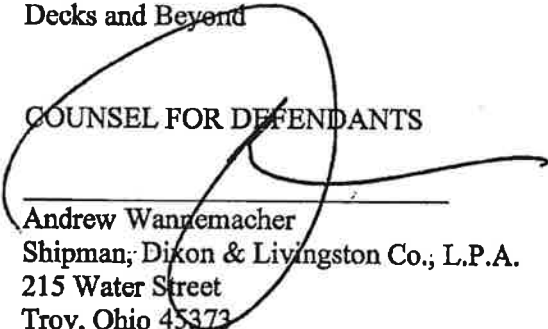
Consumer Protection Section  
3440 Hosbrook Road, Suite 300  
Cincinnati, Ohio 45236  
Phone: (513) 852-1542  
Paige.Weinstein@Ohioago.gov

DEFENDANTS

  
Russell Miller  
Decks and Beyond

5-7-25  
Date

COUNSEL FOR DEFENDANTS

  
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Troy, Ohio 45373  
awannemacher@sdl-law.com

5.7.25  
Date

