

**IN THE COURT OF COMMON PLEAS, GENERAL DIVISION
UNION COUNTY, OHIO**

STATE OF OHIO <i>ex rel.</i>)	
ATTORNEY GENERAL)	
DAVE YOST)	CASE NO. 2024-CV-0227
)	
)	Judge: Don W. Fraser
Plaintiff,)	
v.)	CONSENT JUDGMENT AND
)	AGREED FINAL ENTRY
RANSOM KULASA, <i>et al.</i> ,)	AND ORDER
)	
Defendants.)	

This matter came upon the filing of a Complaint on October 17, 2024, by Plaintiff, the State of Ohio, charging Defendants Ransom and Maggie Kulasa, and MBR, LLC (“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 Ransom Kulasa is a natural person residing at 251 W. Third St., Marysville, OH 43040.

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2. Defendant Maggie Kulasa is a natural person residing at 251 W. Third St., Marysville, OH 43040.
3. Defendant MBR, LLC is a domestic Limited Liability Company registered with the Ohio Secretary of State on May 2, 2021.
4. Defendants provide home improvement goods and services, specifically window and door repair and installation services, to consumers in Ohio, including in Union County.
5. Defendants have stopped operating MBR, LLC.
6. Defendants solicited and sold home improvement goods and services, specifically window and door repair and installation services, at the residences of Ohio consumers.
7. Defendants accepted down payments for home improvement goods and services, specifically window and door repair and installation.
8. In some instances, Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, specifically window and door repair and installation services, and failed to deliver those goods and provide the services.
9. In some instances, after receiving payment, Defendants began work under the contract but then failed to complete the work or provide a timely refund.
10. In some instances, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
11. In some instances, Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.
12. In some instances, Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.

13. In at least one instance, Defendants failed to pay a building materials distributor, which resulted in that company placing a lien on a consumer's home.

CONCLUSIONS OF LAW

14. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.

15. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (3), and (6), in that Defendants reside in Union County, this is the County where they conducted some of the activity giving rise to the claims for relief, and the County where part of the claims for relief arose.

16. The Ohio Attorney General is the proper party to commence these proceedings in the public interest and on behalf of the State of Ohio under the authority vested in him by the CSPA.

17. Defendant Ransom Kulasa, at all times relevant to this action and in concert with Defendant Maggie Kulasa, controlled and directed the business activities and sales conduct of MBR, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

18. Defendant Maggie Kulasa, at all times relevant to this action and in concert with Defendant Ransom Kulasa, controlled and directed the business activities and sales conduct of MBR, LLC, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

19. Defendants are each a "supplier," as they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for home improvement goods and services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).

20. 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.
21. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
22. The acts and practices described above in Paragraphs 20 and 21 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, 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. Defendants are ORDERED, jointly and severally, liable to pay consumer damages in the total amount of \$50,805.08 to the Ohio Attorney General's Office, to be placed in the Consumer Protection Section's holding account for distribution to consumers, in accordance with the payment schedule noted in Paragraph E below. Payment distribution shall be made to the following consumers:

CONSUMER	DAMAGES
Sarah Cooke	\$425.00
Brenda/Bill Johnston	\$6,476.25
Marilyn Gurian	\$1,397.50
Barry Bay	\$698.75
Joshua/Carla Allen	\$16,118.97
Sue Minor	\$1,658.78
Rob Bouic	\$1,699.50
Heather Davis	\$2,042.50
Lorrie Matthews	\$8,750.00
Tracey Carver	\$2,018.25
Andrea Hamler	\$2,687.50
Charles Rogers	\$481.07
Charles Smith	\$312.00
Mark Myhal	\$1,620.00
Doug Phillips	\$1,000.00
Chris Breech	\$749.81
Fran Lucas	\$1,000.00

Amy Chapman	\$1,669.20
Total	\$50,805.08

- D. Pursuant to R.C. 1345.07(A), Defendants are ORDERED jointly and severally liable to pay a civil penalty to the Ohio Attorney General’s Office in the total amount of \$40,000.00, with \$20,000 suspended so long as Defendants are in full compliance with all the provisions of this Consent Judgment. Payment of the unsuspended \$20,000.00 shall be made to the Ohio Attorney General’s Office and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Union County Treasurer, per R.C. 1345.07(G).
- E. Defendants shall pay the amounts ordered in Paragraphs C and D in the total amount of \$70,805.08 according to the following payment plan, with all amounts satisfying the restitution amount owed first, followed by the civil penalty:
- an initial payment of \$500.00 no later than December 1, 2025.
 - 13 monthly payments of \$500.00 starting January 1, 2026.
 - 12 monthly payments of \$750.00.00 starting February 1, 2027.
 - Monthly payments of \$1,000.00 starting February 1, 2028, until the balance is paid in full. If Defendants make all payments according to this schedule the last payment of \$805.08 will be made no later than August 1, 2032.
- F. Unless otherwise directed by Plaintiff, all payments shall be made to the Ohio Attorney General’s Office via 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, 14th Floor
Columbus, Ohio 43215**

- G. It is further ORDERED that if Defendants fails to make any payment due in accordance with the payment schedule set forth in Paragraph E above, all remaining payments shall immediately become due and payable.
- H. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment, including, but not limited to, the acceleration in Paragraph G above of the civil penalty amount, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. 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.
- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant 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.
- K. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of this Consent Judgment, under any authority granted to the Ohio Attorney General. This

Consent Judgment resolves only the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.

- L. 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.
- M. 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.
- N. Defendants shall pay all court costs associated with this matter.
- O. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

DATE



JUDGE DON W. FRASER

APPROVED AND AGREED TO BY:

DAVE YOST
Ohio Attorney General

/s/ Brandon C. Duck

11.20.2025

Brandon C. Duck (0076725)
Assistant Attorney General
Office of the Ohio Attorney General
Consumer Protection Section
30 E. Broad Street, 14th Floor
Columbus, Ohio 43215
Phone: (614) 466-1031
Brandon.Duck@OhioAGO.gov

Date

APPROVED AND AGREED TO BY:

DEFENDANT

/s/ Ransom Kulasa, per written authorization
by Brandon C. Duck

11.20.2025

Ransom Kulasa,
Individually and dba MBR, LLC

Date

DEFENDANT

/s/ Maggie Kulasa, per written authorization
by Brandon C. Duck

11.20.2025

Maggie Kulasa,
Individually and dba MBR, LLC

Date

DEFENDANT

/s/ Ransom Kulasa, per written authorization
by Brandon C. Duck

11.20.2025

MBR, LLC
Ransom Kulasa, Owner

Date

COUNSEL FOR DEFENDANTS

/s/ Mark J. Miller, per written authorization
by Brandon C. Duck

11.20.2025

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Date