

**IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO**

STATE OF OHIO <i>ex rel.</i>)	
ATTORNEY GENERAL)	CASE NO. 2025 CV 000651
DAVE YOST)	
)	JUDGE MAUREEN SWEENEY
Plaintiff,)	
v.)	<u>CONSENT JUDGMENT AND</u>
)	<u>FINAL AGREED ORDER AND</u>
BURKE DÉCOR LLC, et al.)	<u>ENTRY AGAINST DEFENDANTS</u>
)	
Defendants.)	

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the State of Ohio *ex rel.* Attorney General Dave Yost, charging Defendants Erin Burke and Burke Décor LLC (“Burke Décor”) (collectively, “Defendants”) with violations of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.* Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Defendants.

By signing this Consent Judgment and Final Agreed Order and Entry (“Consent Judgment”), Defendants submit to the personal jurisdiction of this Court and consent to the entry of this Consent Judgment. Defendants also consent to the imposition of this Consent Judgment and to the rights of Plaintiff to enforce it.

FINDINGS OF FACT

1. Defendant Burke Décor is an Ohio limited liability company.
2. Defendant Erin Burke is an individual residing in Los Angeles, California.
3. Burke Décor LLC sold products out of an Ohio storefront at 7373 Market St. Youngstown, OH 44512.

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**2025 CV 00650 CONSUMER PROTECTION SECTION
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4. Defendants also solicited and sold their home furnishings and décor items to consumers in Ohio and nationwide by accepting orders placed on online storefronts, including www.burkedecor.com.
5. Defendants offered consumer goods and services to consumers in Ohio. Specifically, Defendants solicited, sold and delivered home furnishings and décor items for consumers' personal, family, or household use.
6. Following the loss of bank financing Defendants relied on to operate the business, Defendants often accepted money from consumers for home furnishings and décor items and more than eight weeks would elapse without consumers receiving the home furnishings and décor items consumers ordered.
7. In some instances, when Defendants failed to deliver the ordered home furnishings and décor items, they did not provide consumers with a full refund.
8. In some instances, when Defendants failed to deliver the ordered home furnishings and décor items, they did not offer to furnish similar goods of equal or greater value.
9. Defendants failed in some instances to deliver home furnishings and décor items in the timeframe provided to consumers without informing the consumers that their home furnishings and décor items would not be delivered, and Defendants did not provide some consumers with a refund.
10. When consumers requested refunds because of Defendants' failure to provide the ordered home furnishings and décor items, Defendants did not always provide the refunds in a timely manner.
11. Consumers were damaged by Defendants' conduct and many consumers filed complaints

with the Ohio Attorney General's Office because Defendants had not provided their home furnishings and décor items or a refund.

12. Although Defendants took steps to refund consumers and did in fact provide refunds in many cases, many consumers never received a refund.

13. On June 20, 2024, Defendant Erin Burke filed for personal bankruptcy protection under Chapter 11 in California. On July 31, 2025, the bankruptcy court entered an Order of Discharge that discharged some of the debts listed by Defendant Erin Burke in her bankruptcy filing, including those connected to transactions relating to this matter.

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)(2) and (3).

16. The Attorney General of Ohio 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. Defendants are "suppliers" as the term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, they engaged in the business of effecting "consumer transactions," by offering consumer goods and services to individuals for purposes that were primarily personal, family, or household as defined in R.C. 1345.01(A).

18. Defendant Erin Burke at all times pertinent to this action directed, supervised, approved, controlled, formulated, authorized, ratified, caused, personally participated in, benefitted from and/or otherwise participated in the day-to-day activities and practices of Burke

Décor.

19. 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 services and then permitting more than eight weeks to elapse without providing shipment or delivery of the goods or 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.
20. Defendants violated the CSPA, R.C. 1345.02(A), by failing to properly respond to consumer complaints or provide adequate customer service.
21. Defendants violated the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds or representing to consumers that Defendants would provide refunds and then failing to do so.
22. The acts and practices described above 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. Plaintiff's request for the issuance of a declaratory judgment finding that each act or practice set forth above violates the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., is hereby GRANTED.
- B. Defendants, doing business under their own names or any other names, together with their officers, partners, agents, representatives, salespersons, employees, successors or

assigns, and all persons acting in concert and participation with them directly or indirectly through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive, or unconscionable acts and practices that violate the CSPA, R.C. 1345.01 et seq., or its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., including, without limitation, violations of the specific statutes described in this Consent Judgment.

- C. Defendants, doing business under their own names or any other names, together with their officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with them directly or indirectly through any corporate device, partnership or association, in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from engaging in business as Burke Décor, LLC and DH Décor, LLC.
- D. Defendants are ORDERED to take all necessary steps to dissolve Burke Décor, LLC, including filing a Certificate of Dissolution with the Ohio Secretary Of State.
- E. Defendants are ORDERED to take all necessary steps to dissolve DH Décor, LLC, including filing a Certificate of Dissolution with the Ohio Secretary of State.
- F. Pursuant to 1345.07(B), Defendant Burke Décor is ORDERED to pay \$385,543.58 in consumer damages 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 consumers listed in Exhibit A. Payment of the foregoing amount shall be paid in full within 30 days after entry of this Consent Judgment.
- G. Pursuant to R.C. 1345.07(D) and based on the above findings that Defendants committed

unfair and deceptive acts and practices in violation of the CSPA, Defendants are jointly and severally liable for, and ORDERED to pay, a civil penalty of \$150,000.00. \$50,000 of this civil penalty is suspended as long as Defendants comply with all provisions of this Consent Judgment, including the payment provisions outlined in Paragraph G. Failure to comply with this Consent Judgment shall make the full civil penalty, including the suspended amount, immediately become due and payable.

H. Payments 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 Mahoning County Treasurer per R.C. 1345.07(G) and is due within thirty days of entry of this Consent Judgment.

I. The payments ordered in Paragraphs F and G above shall be made to the Attorney General's Office via a certified check or money order, made payable to the "Ohio Attorney General" and delivered to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th Floor
Columbus, Ohio 43215

J. 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 shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

K. Defendants are hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Consent Judgment may be referred to the Ohio

Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against them pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- L. 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, Defendants shall be liable to the Ohio Attorney General, should he 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.
- M. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of their business operations.
- N. Defendants shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE

JUDGE MAUREEN SWEENEY

JOINTLY APPROVED FOR ENTRY AND SUBMITTED BY:

DAVE YOST
Ohio Attorney General

KEVIN R. WALSH (0073999)
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440-653-1246
Counsel for Defendant

By: /s/ 

Erin E. Burke on behalf of Burke Décor
LLC

Defendant

By: /s/ 

Erin E. Burke on her own behalf

Defendant



Case Title: STATE OF OHIO EX REL ATTY GENERAL DAVE YOST -vs-
BURKE, ERIN ELIZABETH et al MAS
Case Number: 2025 CV 00651
Type: CIVIL AGREED JUDGMENT ENTRY

So Ordered

A handwritten signature in black ink, appearing to be "M. J. Yost", written over a faint, illegible background.

Electronically signed on 2026-04-14 page 9 of 9

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