

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

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ATTORNEY GENERAL OF OHIO
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CONSUMER PROTECTION SECTION
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STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	CASE NO. 26 CV 2606
)	
)	Judge: Cocroft
Plaintiff,)	
v.)	CONSENT JUDGMENT AND
)	AGREED FINAL ENTRY
MICHAEL MURNANE,)	AND ORDER
DBA ATLAS EXTERIORS,)	
)	
Defendant.)	

This matter came upon the filing of a Complaint on March 18, 2026, by Plaintiff, the State of Ohio, charging Defendant Michael Murnane dba Atlas Exteriors (“Defendant”) 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 Defendant 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”), Defendant submits to the personal jurisdiction of this Court, waives any claims he has or may have regarding service of process of the summons and Complaint, and/or any defects therein, and consents 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 Michael Murnane is a natural person residing at 5672 Santiago Dr., Westerville, OH 43081.

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2. At various times relevant to this action, Defendant did business using the name Atlas Exteriors, LLC to engage in the business of soliciting, offering for sale, and selling windows and doors.
 3. Defendant provided home improvement and construction services, including the sale and installation of windows and doors, to consumers at their residences in Ohio, including Franklin County.
 4. Defendant accepted down payments for home improvement goods and services, specifically for the installation of windows and doors.
 5. After Defendant accepted down payments from consumers for the purchase of home improvement goods and services and failed to deliver those goods and provide the services.
 6. Defendant did not provide consumers with refunds of deposits paid when Defendant did not perform the contracted work.
 7. At the time of the transactions, Defendant failed to notify consumers of their rights to cancel their transactions, or to provide consumers with notices of cancellation forms describing the consumers' rights to cancel the transactions.

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), (3), and (6), in that Defendant resides in Franklin County, this is the county where he conducted activity giving rise to the claims for relief, and the county in which all or part of the claims for relief arose.
10. 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.

11. Defendant is a “supplier,” as he 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).
12. Defendant 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.
13. Defendant violated the HSSA, R.C. 1345.23 and R.C. 1345.02(A), by failing to give proper notices to consumers of their rights to cancel their transactions by a specific date.
14. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant 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. Defendant, his agents, employees, successors or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, is 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), Defendant is ORDERED to pay consumer damages in the total amount of \$51,142.00 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 by the Attorney General to the following consumers in the amounts specified:

Consumer	Damages
Callahan	\$20,052.00
Gibson	\$4,000.00
Hussain	\$6,000.00
Hinchcliffe	\$1,400.00
Siders	\$1,300.00
Kline	\$6,200.00
Wunder	\$3,940.00
Yanulavich	\$5,000.00
Paulk	\$3,250.00
	Total: \$51,142.00

Payments shall be made in accordance with the payment schedule in Paragraph E.

- D. Pursuant to R.C. 1345.07(D), Defendant is ORDERED to pay a civil penalty to the Ohio Attorney General's Office in the amount of \$25,000.00. \$20,000.00 of this civil penalty shall be suspended, so long as Defendant is in full compliance with all the provisions of this Consent Judgment, including the payment schedule in Paragraph E below. Payment of the remaining \$5,000.00 of the civil penalty shall be paid to the Attorney General's Office in accordance with Paragraph E below and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Franklin County Treasurer, per R.C. 1345.07(G).

E. It is ORDERED that Defendant payment of the civil penalty and consumer restitution on the total amount of \$56,142.00, shall be paid to the Ohio Attorney General's Office on the following schedule: Defendant shall pay \$2,000.00 within seven days of signing this Consent Judgment. Defendant shall pay \$750.00 every month for 12 months, starting May 1, 2026. Defendant shall then pay \$1,000.00 every month for 12 months, starting on May 1, 2027. Defendant shall then pay \$1,500.00 every month, starting May 1, 2028 through Jan. 1, 2030. Defendant shall make a final payment of \$1,642.00, due by Feb. 1, 2030. Monthly payments shall be due the 1st of each month. 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, 14th Floor
Columbus, Ohio 43215**

F. It is further ORDERED that if Defendant 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.

G. 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 F above of the civil penalty amount, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

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 Defendant to abide by this Consent Judgment, the Defendant 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. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendant 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.
- K. Defendant 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 Defendant's business operations.
- L. Defendant shall be prohibited from engaging in consumer transactions as a supplier in the State of Ohio if he is not in compliance with all the applicable provisions of this Consent Judgment, including, but not limited to, those with monetary payment obligations.
- M. Defendant shall pay all court costs associated with this matter.
- N. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

Signature page attached

JUDGE

APPROVED AND AGREED TO BY:

DAVE YOST
Ohio Attorney General

/s/ Brandon C. Duck

4.21.26

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

DEFENDANT

/s/ J. Michael Murnane, pro se,
per written authorization by Brandon C. Duck

4.21.26

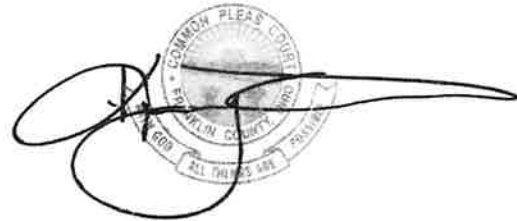
J. Michael Murnane,
Individually and dba Atlas Exteriors, LLC
5672 Santiago Dr.
Westerville, OH 43081

Date

Franklin County Court of Common Pleas

Date: 04-29-2026
Case Title: OHIO ATTORNEY GENERAL -VS- MICHAEL MURNANE
Case Number: 26CV002606
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink is written over a circular seal. The seal contains the text "COMMON PLEAS COURT" at the top, "FRANKLIN COUNTY OHIO" around the middle, and "FOR ALL THINGS SEE FRANKLIN COUNTY" at the bottom. The signature is a cursive-style name that appears to be "K. Cocroft".

/s/ Judge Kimberly Cocroft