

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
MILLS WATER MANAGEMENT, LLC	)	COMPLAINT AND REQUEST
c/o Storm D. Mills, Member	)	FOR DECLARATORY
228 SW Indian Groves Drive	)	JUDGMENT, INJUNCTIVE RELIEF,
Stuart, Florida 34994	)	CONSUMER RESTITUTION,
	)	CIVIL PENALTIES, AND
and	)	OTHER APPROPRIATE RELIEF
	)	
STORM D. MILLS	)	
228 SW Indian Groves Drive	)	
Stuart, Florida 34994	)	
	)	
Defendants.	)	

---

**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, Dave Yost, having reasonable cause to believe that violations of Ohio’s consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.01 *et seq.*
  
2. The actions of Defendants Mills Water Management, LLC (“MWM”) and Storm D. Mills (“Mills”)(collectively, “Defendants”), hereinafter described, have occurred in Delaware County and other counties in the States of Ohio and, as set forth herein, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *et seq.* and its Substantive

Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. Venue is proper in this Court pursuant to Ohio Civ.R. 3(C)(3) in that Delaware County is a county where the Defendants conducted activity out of which this action arises.

### **DEFENDANTS**

5. Defendant Mills is a natural person with a last known address located at 228 SW Indian Groves Drive, Stuart, Florida 34994.
6. Defendant MWM is a domestic limited liability company registered with the Ohio Secretary of State on or about March 25, 2019.
7. Defendants did business under their own names and the trade name “Mills Aquascapes.”
8. At all times pertinent hereto, Defendant Mills was the sole owner of Defendant MWM and controlled and directed its business activities and sales conduct, causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
9. Defendants are “suppliers,” as that term is defined in the CSPA, R.C. 1345.01(C), as they each engaged in the business of soliciting or effecting “consumer transactions” by offering for sale and selling swimming pool and pond design and installation services to individual consumers in the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
10. Defendants each engaged in “home solicitation sales” as “sellers” as those terms are

defined in the HSSA, R.C. 1345.21, as they made personal solicitations of sales at the residences of buyers, within the meaning of R.C. 1345.21(A).

### **STATEMENT OF FACTS**

11. Defendants engaged in business under their own names and the trade name “Mills Aquascapes” to advertise, solicit for sale, sell, and provide swimming pool and pond design and installation services.
12. Defendants sold their swimming pool and pond design and installation services to individual consumers at their residences within multiple counties in Ohio, including Delaware County.
13. Defendants memorialized the sales of their swimming pool and pond design and installation services in contractual agreements, which set out, among other terms, design specifications, cost, and payment schedule.
14. In at least one instance, Defendant Mills entered into a consumer contract identifying himself personally as the contractor in the consumer contract.
15. Defendants primarily operated the business out of Defendant Mills’ prior residence located at 1379 W Township Rd. 58, Tiffin, Ohio 44883 before Defendant Mills moved to Florida in 2024.
16. Defendants Mills, together with his spouse, signed a lease agreement for a residential property located at 228 SW Indian Groves Drive, Stuart, Florida 34994, with the lease term commencing June 1, 2024.
17. In June 2024, Defendant Mills also registered a new entity, Florida Pool Management, LLC, in the State of Florida with an effective date of June 6, 2024.

18. After Defendant Mills secured a personal residence in the State of Florida and registered Florida Pool Management, LLC, Defendants continued under their own names to enter into contracts for swimming pool and pond design and installation services with Ohio consumers and take payments from them.
19. After consumers signed contracts with Defendants and made their required deposits and/or payments, Defendants, in some instances, did not provide the swimming pool or pond design and installation services within eight weeks from the date of the contract or date of promised performance.
20. When Defendants failed to provide the swimming pool or pond design and installation services within eight weeks, Defendants also did not make a full refund, advise the consumers of an extended delay and offer a refund within two weeks if so requested, or furnish similar goods or services of equal or greater value as a good faith substitute.
21. In at least one instance, Defendants accepted payments from a consumer and commenced construction on their pond project, but subsequently abandoned construction without completing and delivering the same to the consumer.
22. Defendants failed to refund consumer payments for swimming pool or pond design and installation services that were not completed or delivered, despite consumer requests that Defendants do so.
23. Defendants solicited sales for swimming pool and pond design and installation services from consumers despite the fact that they knew or should have known that they did not have the ability and/or resources to provide the swimming pool and pond design and installation services that they promised and for which consumers paid.

24. In the sale of their swimming pool and pond design and installation services to consumers, Defendants failed to provide consumers with notice of cancellation forms describing the consumers' rights to cancel the transactions within three business days.
25. Defendant Mills directly and personally participated in the solicitation and sale of the swimming pool and pond design and installation services. His participation included, but is not limited to, the following:
  - a. meeting with consumers at their residences to solicit and sell the swimming pool and pond design and installation services;
  - b. drafting the terms of the consumer contracts for the swimming pool and pond design and installation services, including the design specifications, cost, and payment schedule;
  - c. signing consumer contracts for the swimming pool and pond design and installation services on behalf of himself and/or Defendant MWM;
  - d. promising completion dates for the swimming pool and pond design and installation services which he personally knew, or should have known, could not be honored; and
  - e. collecting deposits and payments from consumers for the swimming pool and pond design and installation services that would in at least some instances be directed or diverted for his personal benefit, including at least one significant payment to his new Florida entity, Florida Pool Management, LLC.

**PLAINTIFF'S FIRST CAUSE OF ACTION**  
**VIOLATIONS OF OHIO'S CONSUMER SALES PRACTICES ACT**

**COUNT I – FAILURE TO DELIVER**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
27. 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 swimming pool or pond design and installation services and then permitting more than eight weeks to elapse without making delivery, 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.
28. The acts or practices described above are in violation of Ohio Adm.Code 109:4-3-09(A), which was adopted on June 5, 1973, and was last amended on March 14, 2005. Defendants committed said violations after the adoption of the Administrative Code section.

**COUNT II – ABANDONING CONSTRUCTION AFTER PARTIAL PERFORMANCE**

29. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
30. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by accepting payments from consumers and commencing construction on their swimming pool or pond design and installation services but then subsequently abandoning construction without completing and delivering the same to consumers.
31. The acts or 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).

**COUNT III – UNCONSCIONABLE SALES ACTS OR PRACTICES**

32. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
33. Defendants committed unconscionable sales acts or practices in violation of the CSPA, R.C. 1345.03(A), in consideration of R.C. 1345.03(B)(3), by entering into consumer transactions for the sale of swimming pool or pond design and installation services, when Defendants knew at the time of such transactions of the inability of consumers to receive a substantial benefit from the consumer transactions.
34. The acts or 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).

**PLAINTIFF'S SECOND CAUSE OF ACTION:  
VIOLATION OF THE HSSA**

**FAILURE TO PROVIDE PROPER NOTICE  
OF THREE-DAY RIGHT OF RESCISSION**

35. Plaintiff incorporates by reference, as if completely rewritten herein, the preceding allegations set forth in this Complaint.
36. Defendants violated the HSSA, R.C. 1345.23, and the CSPA, R.C. 1345.02(A), by entering into agreements with consumers at their residences to provide swimming pool or pond design and installation services but then failing to give proper notice to consumers of their right to cancel their transactions and failing to provide consumers with notice of

cancellation forms describing the consumers' rights to cancel the transactions within three business days.

37. The acts or 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).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT, pursuant to R.C. 1345.07(A)(1), that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*, in the manner set forth in this Complaint.
- B. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants, together with their agents, employees, partners, successors or assigns, and all persons acting in concert and participation with any of them, directly or indirectly, through any corporate device, partnership, or other association, under their own or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.* and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the HSSA, R.C. 1345.21 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.

- D. ASSESS, FINE and IMPOSE upon Defendants, pursuant to R.C. 1345.07(D), a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein.
- E. ISSUE AN INJUNCTION, pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, enjoining each of the Defendants from engaging in consumer transactions as suppliers in the State of Ohio until all monetary amounts ordered to be paid in this action have been satisfied.
- F. ORDER Defendants to pay all court costs associated with this matter.
- G. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General

/s/ W. Travis Garrison  
W. Travis Garrison (0076757)  
Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
Phone: 614-728-1172/Fax: 844-243-0045  
Email: [travis.garrison@ohioago.gov](mailto:travis.garrison@ohioago.gov)

*Counsel for Plaintiff, State of Ohio*