

IN THE COURT OF COMMON PLEAS
WARREN COUNTY, OHIO

COMMON PLEAS COURT
WARREN COUNTY OHIO
FILED

14 OCT 24 AM 9:09

STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DEWINE
441 Vine Street, 1600 Carew Tower
Cincinnati, Ohio 45202

Plaintiff,

v.

STEVE MUSEITIF, Individually and
d.b.a. Best Buy Furniture & Mattress
2948 Leatherlips Trail
Dublin, OH 43017

and

DEALS AND STEALS FURNITURE LLC
d.b.a. Best Buy Furniture & Mattress
3635 W. Broad Street
Columbus, OH 43228

Defendants.

Case No.

14 CV 86417

Judge

FLANNERY

**COMPLAINT FOR DECLARATORY
JUDGMENT, INJUNCTIVE RELIEF,
RESTITUTION AND CIVIL
PENALTIES**

JURISDICTION AND PARTIES

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, 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. Steve Museitif and Deals and Steals Furniture LLC ("Defendants") had a principal place of business at 9966 Kings Automall Road, Cincinnati, OH 45249.
3. The actions of Defendant, hereinafter described, have occurred in multiple counties in the State of Ohio, including Warren County, and as set forth below, are in violation of the

Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.* and its Administrative Rules, O.A.C. 109:4-3-01 *et seq.*

4. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by selling furniture to consumers for a fee, within the meaning of R.C. 1345.01(A).
5. Defendants advertised and conducted a distress sale, within the meaning of O.A.C. 109:4-3-17(A), by advertising a store closing sale.
6. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) and (6).

STATEMENTS OF FACTS

8. Defendant Museitif is an individual who did business in Ohio as Best Buy Furniture & Mattress.
9. The trade name Best Buy Furniture is registered to Deals and Steals Furniture LLC with the Ohio Secretary of State.
10. Upon information and belief, Defendant Museitif is the owner of Defendant Deals and Steals Furniture LLC.
11. Defendant Museitif at all times pertinent hereto directed and controlled all business activities of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC.
12. Defendant controlled and directed the business activities and sales conduct of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC, causing, personally participating in, or ratifying the acts and practices of Best Buy Furniture & Mattress and Deals and Steals Furniture LLC as described in the Complaint.

13. The Defendants began running a store closing sale as early as April 10, 2014.
14. They advertised the store closing sale with yard signs on busy streets throughout Warren County. The signs stated "STORE CLOSING", "UP TO 70% OFF", and "EVERYTHING MUST GO!" [EXHIBIT A]
15. They also advertised the closing sale with large banners on their storefront, which stated "EVERYTHING MUST GO" and "STORE CLOSING!" [EXHIBIT B]
16. Defendants' use of the store closing sale advertisement reasonably leads consumers to believe that the offer of such goods had been occasioned by the termination or discontinuance of Defendants' business.
17. Plaintiff has had written and verbal communications with the Defendants about the requirements of the CSPA and time limitations on distress sales.
18. The Defendants have conducted the closing sale for a period well beyond 45 days.
19. The Defendants have extended the closing sale for 45 days without clearly and conspicuously disclosing the extension.
20. On September 30, 2014 Plaintiff's investigator visited the store and they were still open for business.
21. On October 14, 2014 Plaintiff's investigator again visited the store and they were still open for business and still advertising their store closing sale.
22. Throughout the course of advertising and operating the store closing sale, Defendants have supplemented their stock and inventory.

COUNT I – VIOLATIONS OF THE DISTRESS SALE RULE

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in preceding paragraphs.

24. Defendants committed unfair or deceptive acts and practices in violation of the Distress Sale Rule, O.A.C. 109:4-3-17 and the CSPA, R.C. 1345.02(A) by:
- A. Advertising and conducting a distress sale for a period greater than forty-five days;
 - B. Extending a distress sale for an additional forty-five days without clearly and conspicuously disclosing in its advertisement the fact of such extension;
 - C. Advertising and conducting a distress sale for a period greater than forty-five days;
 - D. Failing to include in advertisements concerning the distress sale the opening and terminating dates of the sale; and
 - E. Substituting or supplementing its stock or inventory by purchase, consignment, or transfer of goods from another outlet after advertising and beginning a distress sale.

PRAYER FOR RELIEF

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

- A. DECLARE that each act or practice complained of herein violates the CSPA in the manner set forth in the complaint.
- B. ISSUE a Permanent Injunction enjoining the Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these 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.*
- C. ORDER Defendants to reimburse any consumers found to have been damaged by Defendants' unlawful actions.

- D. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each separate and appropriate violation of the CSPA, described herein pursuant to R.C. 1345.07(D).
- E. PROHIBIT Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state as Suppliers until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
- F. GRANT Plaintiff its costs incurred in bringing this action.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
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