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

STATE OF OHIO, EX REL. MICHAEL DEWINE
Plaintiff

Case No: CV-15-847013

Judge: DEENA R CALABRESE

COMPLETE MASONRY & ROOFING, INC., ET AL.
Defendant

JOURNAL ENTRY

92 DEFAULT - FINAL

FINAL JUDGMENT ENTRY AND ORDER OF THE COURT GRANTING DEFAULT JUDGMENT. OSJ. FINAL.
COURT COST ASSESSED TO THE DEFENDANT(S).

PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER
PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL
PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

Judge Signature

Date

RECEIVED
ATTORNEY GENERAL OF OHIO

SEP 08 2015

CONSUMER PROTECTION SECTION
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CLERK OF COURTS
CUYAHOGA COUNTY

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

State of Ohio, ex rel. Michael DeWine,)	CASE NO. CV-15-847013
)	
Plaintiff,)	JUDGE DEENA R. CALABRESE
)	
-vs.-)	FINAL JUDGMENT ENTRY AND
)	ORDER OF THE COURT GRANTING
Complete Masonry & Roofing, Inc. et al.,)	DEFAULT JUDGMENT
)	
Defendants)	

Plaintiff, the State of Ohio, commenced this action on June 16, 2015 by filing its Complaint and Request for Declaratory Judgment, Injunctive Relief, Consumer Restitution and Civil Penalties against Defendants Complete Masonry & Roofing, Inc., Complete Siding & Gutters, Inc., Complete Snow Removal, Inc. and Keith M. Miller, Individually ("Defendants"). The Complaint alleged violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq. and its Substantive Rules, OAC 109:4-3-01 et seq. and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq. Defendants were personally served on June 18, 2015 and as such were properly served in accordance with the Rules of Civil Procedure. The Defendants did not answer the State's Complaint or appear within twenty-eight days as required by Civ. R. 12(A). On July 20, 2015 the Court set this matter for a default hearing. On July 21, 2015 Plaintiff filed its Motion for Default Judgment and demonstrated compliance with the Servicemembers Civil Relief Act of 2003, 50 U.S.C. App. §§ 501-596. A hearing on the Plaintiff's Motion for Default Judgment was held August 27, 2015. Present on behalf of the

Plaintiff was Monica Gregory, Investigator for the Consumer Protection Section of the Attorney General's Office and Rebecca F. Schlag, Senior Assistant Attorney General. Defendants did not appear at the default hearing.

The Court finds Plaintiff's Motion for Default Judgment to be well-taken, and in light of the evidence and testimony presented herein, hereby grants the State's Motion for Default Judgment against Defendants, finds the following facts and conclusions of law and orders the following relief, including consumer damages and civil penalties:

FINDING OF FACTS

The Court finds the following facts:

1. Defendant Complete Masonry & Roofing, Inc. is a for profit corporation last operating at 796 W. Bagley Road, Bldg. 15, Berea, OH 44017, registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.
2. Defendant Complete Siding and Gutters, Inc. is a for profit corporation last operating at 1100 W. Bagley Road, Berea, OH 44017, and registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.
3. Defendant Complete Snow Removal, Inc. is a for profit corporation last operating at 4242 Clague Road, North Olmsted, OH 44070, and registered with the Ohio Secretary of State from February 15, 2011 until May 6, 2015 when the registration was cancelled for failure to maintain a statutory agent.

4. Defendant Keith M. Miller is a natural person whose last known address was 4242 Clague Road, North Olmsted, OH 44070.
5. Defendant Keith M. Miller at all times pertinent hereto, directed and controlled all business activities of Complete Masonry & Roofing, Inc., Complete Siding & Gutters, Inc. and Complete Snow Removal, Inc., including the solicitation of home improvement repair and remodel work and snow removal.
6. Defendants solicited consumers and accepted payments for snow removal and home remodel and repair work within Ohio, including Summit County.
7. After accepting money from consumers, Defendants failed to provide and complete the contracted work or provide timely refunds to the consumers.
8. After receiving payment, Defendants would sometimes commence the work but after only partial performance, would then fail to complete the contracted work.
9. Defendants did not properly notify consumers of their cancellation rights nor did they provide consumers with an appropriate notice of cancellation.
10. Defendants' failure to perform the contracted services in an appropriate manner has resulted in harm to consumers

CONCLUSIONS OF LAW

1. This Court has personal jurisdiction over the Defendants pursuant to R.C. 2307.382 because this cause of action arises from Defendants' business transactions with residents of Ohio.

2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.
3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Cuyahoga County, Ohio, is a county in which Defendants conducted activity which gave rise to the State's claim for relief.
4. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants engaged in the business of effecting "consumer transactions" which were primarily personal, family or household by soliciting and performing the service of home improvement work for consumers within Cuyahoga and other counties in the State of Ohio, within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendants are "sellers" engaged in the business of selling home improvement services to "buyers" at their personal residences for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(C), (D) and (E).
6. Defendants committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09 and the Consumer Sales Practices Act ("CSPA"), R.C. 1345.02 by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making delivery of the goods or services as ordered, making a full refund, advising the consumer 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.

7. Defendants committed unfair and deceptive acts and practices by violating the Home Solicitation Sales Act ("HSSA"), R.C. 1345.23(B), by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
8. These acts and practices described above have previously been determined by Ohio courts to violate CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

ORDER

It is therefore **ORDERED, ADJUDGED, AND DECREED:**

1. Plaintiff's request for a Declaratory Judgment is hereby **GRANTED** as Defendants' violations of the CSPA and HSSA occurred as described in the Complaint and in this Order.
2. Defendant Keith M. Miller, under his own name, "Complete Masonry & Roofing, Inc.," "Complete Siding & Gutters, Inc.," "Complete Snow Removal, Inc.," or any other name, and all persons acting on behalf of him, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.

3. Defendant Complete Masonry & Roofing, Inc. by this or any other name, and all persons acting on behalf of it, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.
4. Defendant Complete Siding & Gutters, Inc. by this or any other name, and all persons acting on behalf of it, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.
5. Defendant Complete Snow Removal, Inc. by this or any other name, and all persons acting on behalf of it, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.
6. Defendants are **PERMANENTLY ENJOINED** from acting or serving as Suppliers in the home improvement services business, including snow removal, and from soliciting or engaging in home improvement or consumer remodel transactions in the State of Ohio as Suppliers until the final ordered resolution of this matter is satisfied in its entirety.
7. It is **DECLARED** that the acts and practices committed by the Defendants, as set forth above, violate the CSPA, R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the HSSA, R.C. 1345.23(B).

8. Defendants are liable to all consumers found to be damaged by their violations of the CSPA and HSSA.
9. Defendants are **ORDERED**, jointly and severally, to pay consumer damages in the total amount of Thirteen Thousand Nine Hundred Ninety-Six Dollars and twelve cents (\$13,996.12). Such payment shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad St., 14th floor
Columbus, OH 43215

The consumer damages will be distributed by the Attorney General to five consumers in the amounts set forth below:

Frances Apltauer	Cleveland, OH	\$1,540.00
Thomas Brooks	Berea, OH	\$ 441.67
Marilyn Roy	Cleveland, OH	\$4,000.00
Arlene Seuhrstedt	Berea, OH	\$1,250.00
Donald Wilhelm	Fairview Park, OH	\$6,764.45

10. Based upon the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA and HSSA, Defendants are **ORDERED**, jointly and severally, to pay a civil penalty of Twenty-five Thousand Dollars (\$25,000.00) pursuant to R.C. 1345.07(D) and in accordance with R.C. 1345.07(G). Such payment shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad St., 14th floor
Columbus, OH 43215

11. Defendants are **ORDERED**, jointly and severally, to pay all court costs associated with this matter.

12. Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations due hereunder.

THIS IS A FINAL APPEALABLE ORDER. NO JUST CAUSE FOR DELAY.

IT IS SO ORDERED.

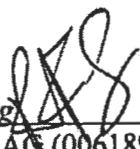
 8-27-2015

JUDGE DEENA R. CALABRESE

The Clerk of Courts is directed to serve this judgment in a manner prescribed by Civ. R. 58(B). The Clerk must indicate on the docket the names and addresses of all parties, the method of service and the costs associated with this service.

cc: Plaintiff
Defendants

Prepared by:


/s/ Rebecca F. Schlag

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