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

FILED

2017 FEB -7 A 043

CLERK OF COURTS
CUYAHOGA COUNTY

STATE OF OHIO, EX REL. MICHAEL DEWINE
Plaintiff

Case No: CV-16-864033

Judge: DICK AMBROSE

REVOLUTION ROOFING, LLC, ET AL.
Defendant

JOURNAL ENTRY

92 DEFAULT - FINAL

FINAL JUDGMENT ENTRY IS SIGNED AND ORDERED RECORDED. OSJ. ORDER ATTACHED. 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.

OSJ
Judge Signature

2/6/17
Date

RECEIVED
ATTORNEY GENERAL OF OHIO

MAR 08 2017

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

damages. In addition to the consumer restitution, Plaintiff also requested civil penalties in the amount of Twenty-five Thousand Dollars (\$25,000.00) be imposed upon Defendants for the CSPA violations.

The Court finds Plaintiff's testimony, evidence and requests to be well-taken and as such, the Court makes the following Findings of Facts and Conclusions of Law and orders the following relief, including restitution and civil penalties against Defendants Revolution Roofing, LLC and Richard Gazella as final judgment herein.

FINDING OF FACTS

The Court finds the following facts:

1. Defendant Revolution Roofing, LLC is a limited liability company registered with the Ohio Secretary of State and the registered agent is Richard Andrew Gazella, 29061 Forestgrove Road, Willowick, OH 44095.
2. Defendant Richard Gazella is a natural person whose last known mailing address is 29061 Forestgrove Road, Willowick, OH 44095.
3. Defendant Richard Gazella, at all times pertinent hereto, directed and controlled all business activities of Revolution Roofing, LLC, including the solicitation of home improvement work.
4. Defendants solicited consumers and accepted payments for home remodel and repair work within Ohio, including Cuyahoga County.

5. After accepting money from consumers, Defendants failed to provide and complete the contracted work or provide timely refunds to the consumers.
6. In some cases, Defendants performed some home improvement work in a substandard manner.
7. Defendants' failure to perform the contracted home improvement 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 repair and remodel work for individuals 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(A) 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. These acts and practices described above have previously been determined by Ohio courts to violate CSPA. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

FURTHER, upon the testimony and evidence presented at the damages hearing, it is hereby

ORDERED, ADJUDGED, AND DECREED:

1. Plaintiff's request for a Default Judgment is hereby granted as Defendants' violations of the CSPA occurred as described in the Complaint and in this Order.
2. Defendants, under the names "Revolution Roofing, LLC," "Richard Gazella," or any other name, and all persons acting on behalf of them, directly or indirectly, through any corporate or private device, partnership or association, are **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA, and from further violating the CSPA.
3. Defendants are **PERMANENTLY ENJOINED** from acting or serving as Suppliers in the home improvement repair or remodel and from soliciting or engaging in home improvement repair or remodel consumer transactions in the State of Ohio as Suppliers until the final ordered resolution of this matter is satisfied in its entirety.
4. 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. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
5. Defendants Revolution Roofing LLC and Richard Gazella are **ORDERED**, jointly and severally, to pay consumer restitution in the total amount of Four Thousand, Five-Hundred Sixty-Five Dollars and no cents (\$4,565.00). Such payment shall be made to the Ohio Attorney General via certified check or money order, made payable to "Ohio Attorney General" and delivered to:

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

The consumer damages will be distributed by the Attorney General to the three

Ohio consumers in the amounts set forth below:

Eunice Brown	Oakwood Village, Ohio	\$1,575.00
Lona Brown	University Heights, Ohio	\$2,300.00
Vanessa Witcher	Cleveland, Ohio	\$690.00

6. Based upon the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are **ORDERED**, jointly and severally, to pay a civil penalty of Fifteen Thousand Dollars (\$15,000.00) pursuant to R.C.

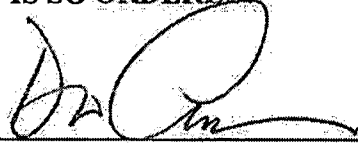
1345.07(D) and in accordance with R.C. 1345.07(G). Such payment shall be made to the Ohio Attorney General via certified check or money order, made payable to "Ohio Attorney General" and delivered to:

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

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

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

IT IS SO ORDERED

A handwritten signature in black ink, appearing to read 'D. Ambrose', is written over a horizontal line.

JUDGE DICK AMBROSE

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.