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

STATE OF OHIO EX REL. ATTORNEY GENERAL
DAVE YOST
Plaintiff

Case No: CV-23-987946

Judge: JOAN SYNENBERG

JOSEPH R. VEGA, INDIVIDUALLY AND DBA CLE
MA, ET AL
Defendant

JOURNAL ENTRY

92 DEFAULT - PARTIAL

PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANTS CLE MASONRY LLC AND OHIO CITY CONTRACTORS INC., FILED 07/23/2024, IS UNOPPOSED AND GRANTED. OSJ. 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

FILED
2024 JUL 31 A 11:00
CLERK OF COURTS
CUYAHOGA COUNTY

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
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**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

JOSEPH R. VEGA, et al.,

Defendants.

CASE NO.: CV 23 987946

JUDGE SYNENBERG

**Final Judgment Order and
Entry Against Defendants
CLE Masonry LLC and
Ohio City Contractors Inc.**

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment Against Defendants CLE Masonry LLC and Ohio City Contractors Inc. ("Motion for Default"), in which the Plaintiff requested a default judgment against Defendants CLE Masonry LLC and Ohio City Contractors Inc. Plaintiff filed its Complaint on November 2, 2023, and obtained service upon Defendants CLE Masonry LLC ("CLE Masonry") and Ohio City Contractors Inc. ("Ohio City Contractors") on December 18, 2023, and February 13, 2024, respectively, in accordance with Civ.R. 4.6(D). The pro se answer filed by Defendant Vega does not constitute a valid answer on behalf of Defendants CLE Masonry or Ohio City Contractors. These two Defendants have thus failed to file valid answers or otherwise appear in this action. After a default hearing conducted on July 25, 2024, the Court finds the Plaintiff's Motion for Default to be well taken and hereby **GRANTS** a Default Judgment against Defendant CLE Masonry and against Defendant Ohio City Contractors, pursuant to Civ.R. 55(A).

Plaintiff's Motion for Default also set forth the basis for the relief that Plaintiff requested in its Complaint against Defendants CLE Masonry and Ohio City Contractors, including declaratory and injunctive relief, consumer damages, and civil penalties. Attached to the Motion

for Default as evidence to establish consumer damages were the sworn affidavits of 19 consumers who suffered monetary damages due to the violations of Ohio consumer protection laws committed by Defendants CLE Masonry and Ohio City Contractors. Plaintiff's Motion for Default also set forth the statutory basis for the issuance of a civil penalty, declaratory, and injunctive relief against these two Defendants.

Upon review of Plaintiff's monetary requests in the Motion for Default, the evidence establishes that the 19 consumers who submitted affidavits sustained monetary damages totaling \$81,962.44. Plaintiff's Motion for Default establishes that, of these total consumer damages, Defendant CLE Masonry is liable for \$50,734.44 in damages owed to 15 consumers and that Defendant Ohio City Contractors is liable for \$31,228.00 in damages owed to four consumers. The Motion for Default further establishes that the imposition of a \$25,000 civil penalty against Defendant CLE Masonry and a \$25,000 civil penalty against Defendant Ohio City Contractors is appropriate and permitted by R.C. 1345.07(D).

The Court finds the requests in Plaintiff's Motion for Default well-taken and **GRANTS** all relief requested against Defendants CLE Masonry and Ohio City Contractors.

Based on the above, the Court renders a final judgment order and entry against Defendants CLE Masonry and Ohio City Contractors and issues the following Findings of Fact, Conclusions of Law, and Orders.

FINDINGS OF FACT

1. Defendant CLE Masonry was an Ohio limited liability corporation, with a principal place of business originally located at 8976 North Bedford Road, Macedonia, Ohio 44056 during part of the time relevant to the transactions that were the subject of Plaintiff's Complaint.
2. At some point, Defendant CLE Masonry relocated its principal place of business to 483

Highland Road, Macedonia, Ohio 44056.

3. A Certificate of Dissolution for Defendant CLE Masonry was filed with the Ohio Secretary of State on July 30, 2023, which was after many of the transactions that were the subject of Plaintiff's Complaint.
4. Defendant Ohio City Contractors is an Ohio corporation with a principal place of business located at 483 Highland Road, Macedonia, Ohio 44056.
5. Defendant Ohio City Contractors also does business using the name Ohio City Masonry, which was registered as a trade name with the Ohio Secretary of State on March 10, 2023.
6. At all times relevant to this action, Defendants CLE Masonry and Ohio City Contractors were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services to consumers.
7. Defendants CLE Masonry and Ohio City Contractors advertise, solicit, and sell to consumers home improvement goods and services, including various masonry-related services.
8. Defendants CLE Masonry and Ohio City Contractors sell home improvement goods and services, including various masonry-related services, at the residences of consumers.
9. Defendants CLE Masonry and Ohio City Contractors do not have physical business locations where their goods are exhibited or where their services are offered for sale on a continuing basis.
10. Defendants CLE Masonry and Ohio City Contractors accepted money from consumers for the purchase of home improvement goods and services, including various masonry-related services.
11. At the time of the transactions, Defendants CLE Masonry and Ohio City Contractors failed

to provide consumers with the proper notice of their right to cancel the transaction within three days, including providing a separate "notice of cancellation" form.

12. After accepting money from consumers for the purchase of home improvement goods and services, including various masonry-related services, Defendants CLE Masonry and Ohio City Contractors failed to deliver the home improvement goods or services that were promised.
13. For some consumers, Defendants CLE Masonry and Ohio City Contractors began to provide the various masonry-related services but did not complete the work.
14. In some instances, Defendants CLE Masonry and Ohio City Contractors demanded additional money after starting the work but then failed to return to finish the work and failed to respond to consumers' efforts to contact them.
15. Consumers who did not receive their goods or their completed services requested refunds from Defendants CLE Masonry and Ohio City Contractors.
16. Defendants CLE Masonry and Ohio City Contractors did not provide refunds to consumers for whom they did not fully deliver the promised goods or services.
17. In many instances, home improvement goods and services, including various masonry-related services, that were performed or attempted by Defendants CLE Masonry and Ohio City Contractors were done in an incomplete, shoddy, substandard, or unworkmanlike manner.
18. Defendant CLE Masonry's and Defendant Ohio City Contractors' failure to perform contracted home improvement services, including various masonry-related services, in a proper manner has resulted in harm to consumers.

CONCLUSIONS OF LAW

19. The Plaintiff Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07.
20. The actions of Defendants CLE Masonry and Ohio City Contractors have occurred in Ohio, including in Cuyahoga County, and, as set forth below, are in violation of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., 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.
21. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
22. Venue in this Court is proper, pursuant to Ohio Civ.R. 3(C)(3), in that Cuyahoga County is where Defendants CLE Masonry and Ohio City Contractors conducted some of the transactions complained of herein.
23. Defendants CLE Masonry and Ohio City Contractors are each "suppliers" as that term is defined in R.C. 1345.01(C) of the CSPA because, at all relevant times herein, they have engaged in the business of effecting "consumer transactions" either directly or individually by soliciting and selling home improvement goods or services to individuals for purposes that were primarily personal, family, or household, within the meaning of R.C. 1345.01(A) and (D).
24. Defendants CLE Masonry and Ohio City Contractors are each "sellers" engaged in "home solicitation sales," as those terms are defined in R.C. 1345.21(A) and (C) of the HSSA, because they engaged in personal solicitations at the residences of consumers including solicitations in response to or following invitations by consumers.

25. Defendants CLE Masonry and Ohio City Contractors engaged in unfair and deceptive acts and practices in violation of the CPSA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Adm.Code 109:4-3-09(A), by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making shipment or delivery of the good or 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.
26. Defendants CLE Masonry and Ohio City Contractors engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by performing home improvement repairs or services in an incomplete, shoddy, substandard, or unworkmanlike manner. These acts and practices 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).
27. Defendants CLE Masonry and Ohio City Contractors violated R.C. 1345.23(B) of the HSSA and R.C. 1345.02(A) of the CSPA by failing to give proper notice to consumers of their right to cancel their contracts within three days and by failing to give consumers a notice of cancellation form. These acts and practices 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).

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

- A. Defendants CLE Masonry LLC and Ohio City Contractors Inc., doing business under their own names, the name Ohio City Masonry, or any other names, their agents, representatives,

salespeople, employees, successors, or assigns, and all persons acting in concert or participating with them, directly or indirectly, are PERMANENTLY ENJOINED, pursuant to R.C. 1345.07(A)(2), from engaging in the acts and practices described in this order and from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, Ohio Adm.Code 109:4-3-01 et seq., and the HSSA, R.C. 1345.21 et seq. including, but not limited to, violating the specific provisions described herein.

- B. It is DECLARED, pursuant to R.C. 1345.07(A)(1), that the acts and practices committed by Defendants CLE Masonry and Ohio City Contractors, as set forth above, violate the CSPA, R.C. 1345.01 et seq., 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 herein.
- C. Pursuant to R.C. 1345.07(B), Defendant CLE Masonry is ORDERED to pay to the Ohio Attorney General's Office consumer damages in the total amount of \$50,734.44 for distribution to the following 15 consumers.

First Name	Last Name	Amount
Renee	Bender	\$3,360.80
Bethany	Conaway	\$4,590.00
Karen	Connell	\$3,240.00
Joyce	Crayton	\$1,296.00
Paul	DiGiacomantonio	\$810.00
Jenna	Gerda	\$700.00
Emery	Jamison	\$19,980.00
Corey	Kimble	\$1,968.00
Danielle	Lopez	\$1,809.00
Mary	MacCracken	\$5,070.63
Beverly	Mccoy	\$1,166.00
Robert	Russell	\$4,200.00
Lauren	Sammon	\$1,026.01

Luz	Simon	\$1,018.00
Alice	Vitantonio	\$500.00
	Total	\$50,734.44

- D. Pursuant to R.C. 1345.07(B), Defendant Ohio City Contractors is ORDERED to pay to the Ohio Attorney General's Office consumer damages in the total amount of \$31,228.00 for distribution to the following four consumers:

Erin	Aubel-Kent	\$9,600.00
Christopher	Bates	\$8,000.00
Douglas	Gormley	\$7,700.00
Cynthia	Kauslick	\$5,928.00
	Total	\$31,228.00

- E. Based on the above findings that Defendant CLE Masonry committed unfair and deceptive acts and practices in violation of the CSPA, Defendant CLE Masonry is ORDERED, pursuant to R.C. 1345.07(D), to pay the Attorney General \$25,000 in civil penalties.
- F. Based on the above findings that Defendant Ohio City Contractors committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Ohio City Contractors is ORDERED, pursuant to R.C. 1345.07(D), to pay the Attorney General \$25,000 in civil penalties.
- G. The money due to the Ohio Attorney General's Office under paragraphs C, D, E, and F of this judgment shall be paid within seven days of the entry of this judgment by delivering a certified check or money order payable to the Ohio Attorney General's Office to:

Financial Specialist
Consumer Protection Section
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

- H. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, Defendants CLE Masonry and Ohio City Contractors are ENJOINED from engaging in business as suppliers in any consumer transactions in Ohio until such time as they have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.
- I. Defendants CLE Masonry and Ohio City Contractors are ORDERED to pay Plaintiff's collection costs and interest on the final judgment in this matter as permitted by Ohio law.
- J. Defendants CLE Masonry and Ohio City Contractors are ORDERED to pay all court costs.

IT IS SO ORDERED.

7/30/24
DATE


JUDGE SYNENBERG

Submitted by:

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
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