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ATTORNEY GENERAL OF OHIO

JUN 26 2025

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE
IN THE COURT OF COMMON PLEAS
CARROLL COUNTY, OHIO

FILED
2025 JUN 10 PM 1:00
CARROLL COUNTY PL
WILLIAM R. WOHLBERG

STATE OF OHIO, ex rel., OHIO)	CASE NO. 2024CVH30603
ATTORNEY GENERAL DAVE YOST,)	
)	
Plaintiff,)	
)	JUDGE MICHAEL V. REPELLA, II
Vs.)	
)	
AUGUSTINE A. MUSISCA, et al.,)	<u>FINAL JUDGMENT ORDER</u>
)	<u>ENTRY AGAINST DEFENDANTS</u>
Defendants)	

This matter came to be heard upon the filing of Plaintiff's Motion for Default Judgment, in which the Plaintiff requested a default judgment against Defendants Augustine A. Musisca, Musisca Custom Construction Co., and Musisca & Sons Construction, LLC (collectively "Defendants"). Plaintiff filed its Complaint on October 30, 2024 and obtained service upon Defendants on November 26, 2024. Defendants have failed to file an answer or otherwise appear in this action. Defendant Augustine A. Musisca is not active-duty military, a reservist in active federal service or in active service in the National Guard. The Court finds Plaintiff's Motion for Default to be well-taken and hereby **GRANTS** a Default Judgment against all three Defendants 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, 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 three consumers who suffered monetary damages due to Defendants' violations of Ohio consumer protection laws. Plaintiff's Motion for Default also set forth the statutory basis

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for the issuance of a civil penalty, declaratory, and injunctive relief. Upon review of Plaintiff's monetary requests in the Motion for Default, the evidence establishes that the three consumers who submitted affidavits sustained monetary damages totaling \$39,473.26, and the imposition of a \$50,000.00 civil penalty 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 the three Defendants.

Based on the above, the Court hereby renders its Final Judgment Order and Entry against Defendants and issues the following Findings of Fact, Conclusions of Law, and Orders:

FINDINGS OF FACT

1. Defendant Augustine A. Musisca ("Musisca") is a natural person whose last known address is 6048 Mackel Road NE, Carrollton, Ohio 44615.
2. Defendant Musisca Custom Construction Co. is a domestic for-profit corporation registered with the Ohio Secretary of State on October 9, 2018. Defendant Augustine A. Musisca is the registered agent for this entity.
3. Defendant Musisca & Sons Construction LLC is a domestic for-profit corporation registered with the Ohio Secretary of State on September 4, 2023. Defendant Augustine A. Musisca is the registered agent for this entity.
4. Both Defendant Musisca Custom Construction Co. and Musisca & Sons Construction LLC operate out of Defendant Musisca's residence.
5. Defendant Musisca controlled and directed the business activities and sales conduct of Musisca Custom Construction Co. and Musisca & Sons Construction LLC, causing, personally

participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.

6. Defendants engaged in the business of providing home improvement and construction goods and services to consumers for work on their residences.
7. For example, Defendants have contracted with consumers to provide basement and bathroom remodels, home additions, and outdoor yard work, including building an outdoor shed.
8. Defendants represented to consumers that they would undertake and complete home improvement and construction goods and services and failed to deliver some of those goods and services within eight weeks.
9. Defendants accepted money from consumers for the purchase of home improvement and construction goods and services and failed to deliver the goods or provide the services.
10. In at least one instance, Defendants have refused to refund consumers' payments despite consumers' requests for refunds.
11. In at least one instance, after receiving payment, Defendants began to perform home improvement and construction work, but then failed to complete the work.
12. In at least one instance, Defendants provided shoddy and substandard home improvement and construction services to consumers and then failed to correct such services. Defendants did not provide consumers with refunds when Defendants did not complete the contracted work.
13. Defendants accepted payments from consumers and began work at consumer residences without first securing all of the required permits, registrations or licenses needed to perform the contracted work.

CONCLUSIONS OF LAW

14. 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.
15. The actions of Defendants have occurred in Ohio, including Carroll County, and, as set forth below, 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.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
17. Venue in this Court is proper, pursuant to Ohio Civ. R. 3(C)(1), (3) and (6), in that this is the county where Defendants reside, and conducted some of the activity giving rise to the claims for relief and the county in which all or part of the claims for relief arose.
18. Defendants are each a "supplier" as they engaged in the business of effecting "consumer transactions" by soliciting "consumers" either directly or indirectly for home improvement and construction goods and services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).
19. 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 goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and 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.

20. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing shoddy and substandard work and then failing to correct such work.
21. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing home improvement services or providing home improvement goods without the required contractor's license or permit for such work as required by county, township or municipal ordinances.
22. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by failing to register as a contractor in municipalities which required registration, prior to commencing work on consumer property.
23. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by making false and/or misleading statements regarding the status of home improvement and construction goods and services which consumers relied upon to their detriment.

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

- A. Defendants, doing business under their own names 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. and its Substantive Rules, Ohio Adm.Code 109:4-3-01 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, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, Ohio Adm. Code 109:4-3-01 et seq., in the manner set forth herein.
- C. Pursuant to R.C. 1345.07(B), Defendants are **ORDERED**, jointly and severally, to pay to the Ohio Attorney General's Office consumer damages in the total amount of \$39,473.26 for distribution to the consumers, and in the amounts, identified on the attached Addendum A. Amounts paid shall be deposited into the Ohio Attorney General's Consumer Protection Section holding account for distribution to consumers.
- D. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are **ORDERED**, pursuant to R.C. 1345.07(D), jointly and severally liable to pay the Attorney General's Office civil penalties, in a total amount of \$50,000.00 for deposit into the Consumer Protection Enforcement Fund.
- E. The \$89,473.26 due to the Ohio Attorney General's Office under this judgment shall be paid within seven days 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, OH 43215

- F. Pursuant to the Court's authority in R.C. 1345.07(B) to grant other appropriate relief, Defendants are **ENJOINED** from engaging in business as suppliers in any consumer transaction in Ohio until such time as Defendants have satisfied all monetary obligations ordered by this Court or any other Ohio court, in connection with a consumer transaction.

G. Defendants are **ORDERED** to pay Plaintiff's collection costs and interest on the final judgment in this matter as permitted by Ohio law.

H. Defendants are **ORDERED** to pay all court costs.

IT IS SO ORDERED.

6-10-25
DATE

Michael V Repella II
JUDGE MICHAEL V. REPELLA, II

cc: Plaintiff
Defendant

Submitted By:

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Rebecca F. Schlag
Rebecca F. Schlag (0061897)
Senior Assistant Attorney General
615 W. Superior Ave., 11th fl.
Cleveland, OH 44113-1899
(216) 787-3030

Counsel for Plaintiff State of Ohio

Addendum A

1. Susan Sleighter
641 Sheri Ave., NE
Massillon, OH 44646
\$8,000.00
2. Karen Bradley
301 Springdale Street
Salem, OH 44460
\$16,991.26
3. Phyllis Conto
11113A Leslie Road
Rogers, Ohio 44455
\$14,482.00