



NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
November 2, 2023 10:45

By: TRACY M. DICKENS 0082898

Confirmation Nbr. 3007106

STATE OF OHIO EX REL. ATTORNEY GENERAL
DAVE YOST

CV 23 987946

vs.

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

Judge: JOAN SYNENBERG

Pages Filed: 7

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

STATE OF OHIO ex rel.)
ATTORNEY GENERAL)
DAVE YOST)
30 E. Broad Street, 14th Floor)
Columbus, Ohio 43215)

Plaintiff,)

v.)

Joseph R. Vega, individually and)
d/b/a CLE Masonry)
and d/b/a Ohio City Contractors)
and d/b/a Ohio City Masonry)
7420 Meadow Brooke Way)
Northfield, Ohio 44067)

and)

CLE Masonry LLC)
7420 Meadow Brooke Way)
Northfield, Ohio 44067)

and)

Ohio City Contractors Inc.)
d/b/a Ohio City Masonry)
483 Highland Road)
Macedonia, Ohio 44056)

Defendants.)

CASE NO.:

JUDGE

**COMPLAINT AND REQUEST
FOR DECLATORY JUDGMENT,
INJUNCTIVE RELIEF,
CONSUMER DAMAGES, AND
CIVIL PENALTIES**

JURISDICTION AND VENUE

1. Plaintiff, State of Ohio, through counsel Attorney General Dave Yost, 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 the Attorney General by R.C. 1345.07.

2. The actions of Defendants Joseph R. Vega (“Vega”), CLE Masonry LLC (“CLE Masonry”), and Ohio City Contractors Inc. (“Ohio City Contractors”) (collectively “Defendants”) have occurred in the State of Ohio, including in Cuyahoga County, and are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, O.A.C. 109:4-3-01 et seq., and the Home Solicitation Sales Act (“HSSA”), R.C. 1345.21 et seq.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(3), in that Cuyahoga County is where Defendants conducted some of the transactions complained of herein.

DEFENDANTS

5. Defendant Vega is a natural person who resides at 7420 Meadow Brooke Way, Northfield, Ohio 44067.
6. 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 complained of herein.
7. At some point, Defendant CLE Masonry relocated its principal place of business to 483 Highland Road, Macedonia, Ohio 44056.
8. Defendant Vega filed a Certificate of Dissolution with the Ohio Secretary of State for Defendant CLE Masonry on July 30, 2023. Defendant Vega filed this dissolution after many of the transactions complained of herein.
9. Defendant Ohio City Contractors is an Ohio corporation with a principal place of business located at 483 Highland Road, Macedonia, Ohio 44056.

10. Defendant Vega owns Defendant CLE Masonry and Defendant Ohio City Contractors.
11. Defendant Vega did business using the names CLE Masonry and Ohio City Contractors.
12. Defendants Vega and Ohio City Contractors also do business using the business name Ohio City Masonry, which Vega registered as a trade name with the Ohio Secretary of State on March 10, 2023.
13. Defendant Vega directed, supervised, approved, formulated, authorized, ratified, benefited from, and/or otherwise participated in the acts and practices of Defendants CLE Masonry and Ohio City Contractors, as described herein.
14. At all times relevant to this action, Defendants were engaged in the business of soliciting, offering for sale, or selling home improvement goods or services to consumers.
15. Defendants are each “suppliers” as that term is defined in R.C. 1345.01(C) of the CSPA because, at all times relevant herein, Defendants have engaged in the business of effecting “consumer transactions” either directly or indirectly 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).
16. Defendants 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 Defendants engaged in personal solicitations at the residences of consumers, including solicitations in response to or following invitations by consumers.

STATEMENT OF FACTS

17. Defendants advertise, solicit, and sell to consumers home improvement goods or services, including various masonry-related services.

18. Defendants solicit and sell home improvement goods and services, including various masonry-related services, at the residences of consumers.
19. Defendants do not have a physical business location where their goods are exhibited or where their services are offered for sale on a continuing basis.
20. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods or services, including various masonry-related services.
21. At the time of the transactions, Defendants failed to provide proper notice to consumers of their right to cancel the transaction within three days, including providing a separate “notice of cancellation” forms.
22. After accepting money from consumers for home improvement goods or services, including various masonry-related services, Defendants failed to deliver to consumers the home improvement goods or services that were promised.
23. For some consumers, Defendants began to provide the various masonry-related services but did not complete the work.
24. In some instances, Defendants 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.
25. Consumers who did not receive their goods or their completed services requested refunds from Defendants.
26. Defendants failed to provide requested refunds to consumers for whom they did not fully deliver the promised goods or services.

In many instances, home improvement repairs or services, including various masonry-related services, that were performed or attempted by Defendants were done in an incomplete, shoddy, substandard, or unworkmanlike manner.

27. Defendants' failure to perform contracted home improvement services, including various masonry-related services, in a proper manner has resulted in harm to consumers.

FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA

Count I – Failure to Deliver

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
29. Defendants engaged in unfair or deceptive acts or practices in violation of R.C. 1345.02(A) of the CSPA and the Failure to Deliver Rule, O.A.C. 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.

Count II – Shoddy Workmanship

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
31. Defendants engaged in unfair or deceptive acts or 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.

32. Such acts or 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).

SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA

Failure to Provide Proper Notice of Right to Cancel

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.

34. Defendants 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.

35. Such acts or 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).

PRAYER FOR RELIEF

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

A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining 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, from engaging in the acts or practices of which Plaintiff complains and from further violating 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. 1345.21 et seq., including, but not limited to, violating the specific statutes and rules alleged to have been violated herein.

- B. DECLARE, pursuant to R.C. 1345.07(A)(2), that each act or practice complained of herein violates 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. 1345.21 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by Defendants' conduct.
- D. ASSESS, FINE, AND IMPOSE upon Defendants a civil penalty of \$25,000 for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- E. GRANT Plaintiff its costs in bringing this action including, but not limited to, the costs of collecting on any judgment awarded.
- F. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as suppliers in any consumer transaction 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.
- G. GRANT such other relief as the Court deems to be just, equitable, and appropriate.
- H. ORDER Defendants to pay all court costs.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens
Tracy Morrison Dickens (0082898)
Senior Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215
614.644.9618
tracy.dickens@OhioAGO.gov
866.449.0989 (fax)
Counsel for Plaintiff State of Ohio