

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

JENNIFER SIMPSON, )

Plaintiff, )

v. )

Case No.

GAETANO M. CECCHINI, AKA GUY )  
CICCHINI, CICCHINI ENTERPRISES, )  
INC., THE GAETANO M. CICCHINI )  
LIVING TRUST, BAMBINI )  
COMPANY LLC, AVANTI )  
CORPORATION, GSR TRANSPORT, )  
INC., GREGORY R. ROUBANES, KEY )  
TECHNICAL SOLUTIONS, INC, )  
MATTHEW G. ROUBANES, DUTTON )  
AUCTIONEERS, HOWARD HANNA )  
REAL ESTATE ASSOCIATES, LLC, )  
MICHAEL TOZZI, GUY A. )  
CECCHINI, DEFALCO REAL ESTATE )  
GROUP, and TODD WEICHOLZ, )

**JURY TRIAL DEMANDED**

Defendants. )

COMPLAINT

Plaintiff Jennifer Simpson (“Simpson”) by her undersigned attorneys, for her Complaint Against Defendants Gaetano M. Cecchini, aka Guy Cicchini (“Cecchini”), Cicchini Enterprises, Inc., The Gaetano M. Cicchini Living Trust, Bambini Company LLC, Avanti Corporation, GSR Transport, Inc., Gregory R. Roubanes, Key Technical Solutions, Inc, Matthew G. Roubanes, Dutton Auctioneers, Howard Hanna Real Estate Associates, LLC, Michael Tozzi, Guy A. Cecchini, Defalco Real Estate Group, and Todd Weicholz (collectively, “Defendants”), states as follows:

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

## I. NATURE OF THE ACTION

1. This is an action between Simpson, the lienholder on several pieces of marital real property, and Cecchini, the holder and seller of that real estate who, through fraud and artifice, and with the participation of his co-conspirators, manipulated the sales of that real estate in order to undercompensate Simpson.

2. Simpson and Cecchini were married from 1994 through 2012. In 2010, Simpson filed for divorce. Pursuant to an arbitration decision that was fully incorporated into the divorce decree on June 6, 2012, the real estate considered marital property (11 properties in total) were to be sold within a year. If the properties were not sold for a stipulated value (original purchase price) within a year, they were to be auctioned. The proceeds were to be divided equally between Simpson and Cecchini. (*See Arbitration Decision attached here as Ex. 1.*)

3. Cecchini systematically manipulated the sale and auction processes for those properties through fraud, artifice and unfair dealing, in order to sell those properties to his business partners and co-conspirators at a price below fair market value. Cecchini ultimately intended to, and did, rebuy those properties at a dramatically reduced cost. That manipulation resulted in significantly diminished returns from the property sales, resulting in a proportionally diminished share paid to Simpson.

## II. JURISDICTION AND VENUE

4. This Court has original jurisdiction pursuant to 28 U.S.C. §1332(d)(2). This Court has federal question subject matter jurisdiction under 28 U.S.C. §1331 as this action arises under the Racketeering Influenced and Corrupt Organization Act, 18 U.S.C. §§1961-1968 and federal mail and wire fraud statutes, 18 U.S.C. §§1341, 1343. This court also has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. §1367.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

5. This Court has personal jurisdiction over the following Defendants because, as more fully set forth below, they are citizens of the State of Ohio: Cecchini; Cecchini Enterprises, Inc.; Gaetano M. Cicchini Living Trust; Bambini Company LLC; Avanti Corporation; GSR Transport Inc.; Gregory G. Roubanes; Key Technical Solutions, Inc.; Matthew G. Roubanes; Dutton Auctioneers, LLC; Michael Tozzi; and Guy A. Cecchini. Moreover, this Court has personal jurisdiction over Howard Hanna Real Estate Associates LLC, DeFalco Real Estate Group, and Todd Weicholz because they conduct business in Ohio, have sufficient minimum contacts with this State, sufficiently avail themselves of the markets in the State through their promotion and marketing, and/or caused tortious injury to a citizen of this State with the reasonable expectation that that person would be injured in this state to render the exercise of jurisdiction by this Court permissible.

6. Venue is also proper under 28 U.S.C. § 1391(b) as a substantial portion of the events giving rise to the claims emanated from activities within this jurisdiction and the properties that form the subject of the action are situated within this jurisdiction. Venue is also proper under 18 U.S.C. § 1965 because Defendants reside in or transact substantial business in this District.

### **III. PARTIES**

#### ***Plaintiff***

7. Simpson is currently domiciled at 8207 Keswick Court Circle N.W., Massillon, Ohio, and accordingly, is a citizen of the State Ohio.

#### ***Defendants***

8. Cecchini resides at 1155 Valerie Avenue, NW, Massillon, Ohio, and is a citizen of the State of Ohio.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
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9. Cicchini Enterprises, Inc. is a corporation organized under the laws of the State of Ohio, with its principal place of business in Canton, Ohio. Accordingly, Cicchini Enterprises, Inc. is a citizen of the State of Ohio.

10. On information and belief, the Gaetano M. Cicchini Living Trust (“Cicchini Living Trust”) is organized under the laws of the State of Ohio. On information and belief, Cecchini is trustee to Gaetano M. Cicchini Living Trust and is a citizen of Ohio. Accordingly, the Cicchini Living Trust is a citizen of the State of Ohio.

11. Bambini Company LLC is a limited liability company organized under the laws of the State of Ohio, with its principal place of business in Canton, Ohio. Accordingly, Bambini Company LLC is a citizen of the State of Ohio.

12. Avanti Corporation AKA Avanti Management Company is a corporation organized under the laws of the State of Ohio, with its principal place of business in Canton, Ohio. Accordingly, Avanti Corporation is a citizen of the State of Ohio.

13. GSR Transport Inc. is a corporation organized under the laws of the State of Ohio, with its principal place of business in North Lawrence, Ohio. Accordingly, GSR Transport is a citizen of the State of Ohio.

14. Gregory G. Roubanes, principal of GSR Transport Inc. resides at 3136 Alabama Avenue, NW, North Lawrence, Ohio, and accordingly, is a citizen of the State of Ohio.

15. Key Technical Solutions, Inc. is a corporation organized under the laws of the State of Ohio, with its principal place of business in Worthington, Ohio. Accordingly, Key Technical Solutions, Inc. is a citizen of the State of Ohio.

16. Matthew G. Roubanes, principal of Key Technical Solutions, Inc., resides at 7693 Sessis Drive, Worthington, Ohio, 43085, and accordingly, is a citizen of the State of Ohio.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
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Fax: (216) 861-1131

17. Dutton Auctioneers, LLC is a limited liability company organized under the laws of the State of Ohio, with its principal place of business in Massillon, Ohio. Accordingly, Dutton Auctioneers, LLC is a citizen of the State of Ohio.

18. Howard Hanna Real Estate Associates LLC is a limited liability company organized under the laws of the State of Pennsylvania with its principal place of business in Pittsburgh, Pennsylvania. Accordingly, Howard Hanna Real Estate Associates LLC is a citizen of the State of Pennsylvania.

19. Michael Tozzi resides in Ohio and accordingly, is a citizen of the State of Ohio.

20. Guy A. Cecchini resides at 7117 Shady Hollow Ave. N.W., Canton, Ohio, 44646 and accordingly, is a citizen of the State of Ohio.

21. On information and belief, DeFalco Real Estate Group is a partnership organized under the laws of the State of Florida, with its principal place of business in Boca Raton, Florida. On information and belief, Fred DeFalco is a partner or sole proprietor of DeFalco Real Estate Group and is a citizen of Florida. Accordingly, DeFalco Real Estate Group is a citizen of the State of Florida.

22. Todd Weicholz resides in Florida, and accordingly, is a citizen of the State of Florida.

#### IV. FACTUAL BACKGROUND

##### *The 2012 Arbitration Decision*

23. Simpson and Cecchini were married from 1994-2012. Simpson filed for divorce in 2010. In October 2011, both parties consented to arbitrate the contested issues associated with the divorce.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

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24. On March 28, 2012, Retired Judge John R. Hoffman Jr., Arbitrator, issued his Arbitration Decision. (See Arbitration Decision (March 28, 2012) attached as Exhibit 1). That decision was later adopted and made final by Judge Judith Nicely on June 6, 2012.

25. Pursuant to the Arbitration Decision, all of the real estate owned by Cecchini was found to be marital (Ex. 1 at 42.) At the time of the Arbitration Decision, all marital real estate was held by Bambini Corp. and/or the Gaetano M. Cicchini Living Trust.

26. The Arbitration Decision provided that Simpson: “shall receive one half proceeds from sale of all existing real estate.” (*Id.* at 43) The decision further provided that, as relates to real estate:

Each party shall remain in their respective properties until they are sold. All real estate sales are to be commenced within three months. Parties must sell any property that is at or above the initial purchase price. Parties are to share in the cost of sale on a 50 to 50 basis. If any property is not sold after one year of it being listed for sale then said property is to be auctioned.

*Id.*

27. The Arbitration Decision listed eleven properties deemed to be marital property. (Ex. 1 at 47). Cecchini systematically, and with the assistance of his co-conspirators, manipulated the sale and/or auction of those properties to limit the share of proceeds he paid to Simpson.

#### *The Le Rivage Auction*

28. One of the marital properties was a property located at 17122 Avenue Le Rivage, Boca Raton, Florida, 33496 (“Le Rivage”). Pursuant to the divorce decree, this property was to be sold within one year at the stipulated value of \$2,150,000, or to be auctioned thereafter.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

29. In 2012, Cecchini suggested that a greater value could be obtained from the Le Rivage property if auctioned, rather than listed for sale for the requisite year. Simpson consented to the auction.

30. Cecchini arranged an auction for the property with DeFalco Real Estate in Boca Raton, Florida. Cecchini and his co-conspirators manipulated the auction in a manner that resulted in Cecchini owning the property, post-auction, for consideration substantially below the fair market value of the property.

31. Upon information and belief, the rules of the auction prohibit the seller or seller's agents from participating in bidding in the auction.

32. Le Rivage sold at auction on August 15, 2013 for \$1,520,000. As of February 2014, the estimated market value of Le Rivage was \$1,923,423.<sup>1</sup>

33. Todd Weicholz was the purported buyer of Le Rivage. However, Todd Weicholz was actually Cecchini's agent, and was at all times, acting on behalf of Cecchini. As Cecchini's agent, Weicholz entered the auction with the intent to "cheat" the court-ordered auction process. The scheme was designed for Weicholz to purchase the property at a price below its fair market value, then sell that property back to Cecchini at a price similarly below fair market value. The scheme was designed to, and actually resulted in, Cecchini owning the property, post-auction, without fairly compensating Simpson for her share of the fair market value of the property.

34. DeFalco Real Estate, the auctioneers who handled the property auction, were aware of, and participated in the scheme. Upon information and belief, agents of DeFalco Real Estate arranged to purchase another property at a reduced price for Weicholz in exchange for his participation in the fraudulent auction.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

<sup>1</sup> See 17122 Avenue Le Rivage, Boca Raton, FL 33496, Zillow, [http://www.zillow.com/homedetails/17122-Avenue-Le-Rivage-Boca-Raton-FL-33496/58192809\\_zpid/](http://www.zillow.com/homedetails/17122-Avenue-Le-Rivage-Boca-Raton-FL-33496/58192809_zpid/) (last visited February 4, 2014).

35. Just two weeks after the auction, Weicholz sold the property back to Cecchini for \$1,559,638.

36. Cecchini concealed the true nature of his relationship with Weichholz. Upon information and belief, Weichholz was acting on behalf of Cecchini. He entered the auction as Cecchini's agent with the intention to buy the Le Rivage property for the benefit of Cecchini, and sell or transfer it back to Cecchini. That sale or transfer occurred at a price below the fair market value that would have been realized by Simpson absent the conspiracy between Cecchini, Weichholz, and DeFalco Real Estate.

37. As a result of the manipulated auction process, Cecchini intended to, and did in fact, deceive both Simpson and the Stark County Court of Domestic Relations as to the validity of the property auction and the amount rightfully owed Simpson, all while engaged in a secret deal to personally retain the property at a cost substantially below the fair market value.

*The Old Tower/Valerie Property*

38. Simpson's primary residence, until January 2014, was 1155 Valerie Ave. NW, Massillon, Ohio 44646 (the "Old Tower/Valerie" property). That property consisted of a large residence and three additional parcels of land. Pursuant to the divorce decree, this property was to be sold within one year at the stipulated value, or to be auctioned thereafter.

39. The Old Town/Valerie property was included in the list of marital property to be sold or auctioned pursuant to the Arbitration Decision.

40. The stipulated value for the Old Tower/Valerie property, its 1996 purchase price, was \$860,000.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131



41. As of February 2014, the Stark County auditor's appraised value of the Old Tower/Valerie property was \$1,196,300. The Stark County 2012 appraised value of the Old Tower/Valerie property was \$1,037,000.

42. The Old Tower/Valerie property was purportedly marketed for sale by Howard Hanna Real Estate Associates LLC, with Michael Tozzzi and Guy A. Cecchini (Gaetano M. Cecchini's son) acting as agents.

43. The Old Tower/Valerie property was initially listed for sale at \$1,175,000. During the year that Cecchini's son, Guy A. Cecchini, co-listed the property for sale, standard residential real estate marketing practices that are widely considered custom and practice were never utilized. For instance, the list price was never adjusted to generate interest; the property was never marketed in real-estate advertisements, and open houses were never held to generate sales interest.

44. The Old Town/Valerie property did not sell within the one year period. Thereafter, Cecchini retained Dutton Auctioneers to auction the property.

45. Upon information and belief, the rules of the auction prohibit the seller or seller's agents from participating in bidding in the auction.

46. In September 2013, the Old Tower/Valerie property was sold at auction for \$367,500 – less than half of its stipulated value and approximately one-third of its fair market value.

47. Cecchini, with the assistance of co-conspirators, Dutton Auctioneers, arranged a closed auction with limited "invitation-only" bidders, which was deliberately designed to keep the ultimate sales price low.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

48. The purported “buyer” of the Old Tower/Valerie property was Matthew G. Roubanes, of “Key Technical Solutions, Inc.” Following the sale, Roubanes transferred this property back to Cecchini.

49. Matthew Roubanes was actually Cecchini’s agent, and was at all times, acting on behalf of Cecchini. As Cecchini’s agent, Roubanes entered the auction with the intent to “cheat” the court-ordered auction process. The scheme was designed for Roubanes to purchase the property at a price below its fair market value, then sell that property back to Cecchini at a price similarly below fair market value. The scheme was designed to, and actually resulted in, Cecchini owning the property, post-auction, without fairly compensating Simpson for her share of the fair market value of the property.

50. Purporting to be the buyer, and acting on behalf of Cecchini, Key Technical Solutions filed notices of eviction against Simpson. That filing culminated in Simpson’s eviction from the Old Tower/Valerie property in January 2014. Within one week of Simpson vacating the Old Tower/Valerie property, Cecchini moved back into the property, retaining ownership and possession of the property.

51. As a result of the manipulated auction process, Cecchini intended to, and did in fact, deceive both Simpson and the Stark County Court of Domestic Relations as to the validity of the property auction and the amount rightfully owed Simpson, all while engaged in a secret deal to personally retain the property at a cost substantially below the fair market value.

#### *The Dressler/Montgomery Property*

52. The Dressler/Montgomery property is a vacant property consisting of two parcels of prime commercial real estate. It was purchased in 2008 and had a stipulated value of

\$480,000. Pursuant to the divorce decree, this property was to be sold within one year at the stipulated value, or to be auctioned thereafter.

53. The property was purportedly marketed for sale by Howard Hanna Real Estate Associates LLC, with Michael Tozzi and Guy A. Cecchini (Gaetano M. Cecchini's son) acting as agents.

54. During the year that Cecchini's son, Guy A. Cecchini, co-listed the property for sale, standard residential real estate marketing practices that are widely considered custom and practice were never utilized. For instance, the price was never adjusted to generate interest, the property was never marketed in real-estate advertisements, and inspections were never held to generate sales interest.

55. During the year when the Dressler/Montgomery property was listed, Signet Enterprises LLC of Akron, Ohio procured an option to purchase the property from Cecchini, with a future option exercise price of \$600,000.

56. The Stark County 2012 appraised value of the Dressler/Montgomery property was \$503,100.

57. In July 2013, the Dressler property was sold at auction for \$62,200, approximately twelve-percent of its fair market value and only thirteen percent of its stipulated value.

58. Cecchini, with the assistance of co-conspirators, Dutton Auctioneers, arranged a closed auction with limited "invitation-only" bidders, which was deliberately designed to keep the auction sales price low.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

59. The purported “buyer” of the property was Gregory G. Roubanes, who claimed to represent “Key Technical Solutions, Inc.” Gregory Roubanes is the brother of Matthew Roubanes, the purported buyer at the Old Tower/Valerie Auction.

60. Gregory Roubanes was actually Cecchini’s agent, and was at all times, acting on behalf of Cecchini. As Cecchini’s agent, Gregory Roubanes entered the auction with the intent to “cheat” the court-ordered auction process. The scheme was designed for Gregory Roubanes to purchase the property at a price below its fair market value, then sell that property back to Cecchini at a price similarly below fair market value. The scheme was designed to, and actually resulted in, Cecchini owning the property, post-auction, without fairly compensating Simpson for her share of the fair market value of the property.

61. As a result of the manipulated auction process, Cecchini intended to, and did in fact, deceive both Simpson and the Stark County Court of Domestic Relations as to the validity of the property auction and the amount rightfully owed Simpson, all while engaged in a secret deal to personally retain the property at a cost far below the fair market value.

#### *The Erie Property*

62. The Erie property, 4571 Erie Street SW, Navarre, Ohio is a commercial property. It was purchased in 2004 and had a stipulated value of \$375,000.

63. The property was purportedly marketed for sale by Howard Hanna Real Estate Associates LLC, with Michael Tozzi and Guy A. Cecchini (Gaetano M. Cecchini’s son) acting as agents.

64. During the year that Cecchini’s son, Guy A. Cecchini, co-listed the property for sale, standard residential real estate marketing practices that are widely considered custom and practice were never utilized. For instance, the price was never adjusted to generate interest, the

property was never marketed in real-estate advertisements, and inspections were never held to generate sales interest.

65. The 2012 appraised value of the Erie property was \$454,200. As of February 4, 2014, the estimated value of the Erie property was \$418,462.<sup>2</sup>

66. In July 2013, the Erie property was sold at auction for \$163,500, approximately one-third of its fair market value and only 43.6% of its stipulated value.

67. Upon information and belief, the rules of the auction prohibit the seller or seller's agents from participating in bidding in the auction.

68. Cecchini, with the assistance of co-conspirators, Dutton Auctioneers, arranged a closed auction with limited "invitation-only" bidders, which was deliberately designed to keep the ultimate sales price low.

69. The purported "buyer" of the property was Gregory G. Roubanes, the same named buyer of the Dressler property. For this auction, Gregory Roubanes registered at the auction as a representative of "GSR Transport, Inc."

70. Gregory Roubanes was actually Cecchini's agent, and was at all times, acting on behalf of Cecchini. As Cecchini's agent, Gregory Roubanes entered the auction with the intent to "cheat" the court-ordered auction process. The scheme was designed for Gregory Roubanes to purchase the property at a price below its fair market value, then sell that property back to Cecchini at a price similarly below fair market value. The scheme was designed to, and actually resulted in, Cecchini owning the property, post-auction, without fairly compensating Simpson for her share of the fair market value of the property.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

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<sup>2</sup> See 4571 Erie Ave SW, Navarre, OH 44662, Zillow, [http://www.zillow.com/homedetails/4571-Erie-Ave-SW-Navarre-OH-44662/2117503745\\_zpid/](http://www.zillow.com/homedetails/4571-Erie-Ave-SW-Navarre-OH-44662/2117503745_zpid/) (last visited February 4, 2014).

71. As a result of the manipulated auction process, Cecchini intended to, and did in fact, deceive both Simpson and the Stark County Court of Domestic Relations as to the validity of the property auction and the amount rightfully owed Simpson, all while engaged in a secret deal to personally retain the property at a cost substantially below the fair market value.

*The Stark County Farm Property*

72. The Stark County Farm property is 3 parcels of land consisting of 326 acres. The property contains valuable mineral, oil and gas rights. The property was initially purchased in February 2009 for \$1,531,943.

73. During the one-year sales period the property was listed by Howard Hanna Real Estate Associates LLP, via agents Michael Tozzi and Guy A. Cecchini. However, no legitimate effort was made to market or sell the property.

74. Upon expiration of the one-year sales period, Cecchini did not engage in the requisite auction process pursuant to the Arbitration Decision. Instead, Cecchini, without Simpson's consent, simply purchased the property in a transaction where he essentially acted as both the seller and buyer through two legal entities he controlled: The Gaetano M. Cecchini Living Trust purchased the property from Bambini on August 16, 2012 for \$1,527,416.13.

75. Due to the mineral resources located at the Stark County Farm, the actual market value of the property is approximately \$4,564,000.

76. Cecchini, through his co-conspirators failed to market the property to obtain fair market value.

77. Rather than obey the dictates of the Arbitration Decision, Cecchini, through his co-conspirator subsidiaries, acquired the Stark County Farm instead of auctioning the property to obtain fair market value. As a result Cecchini was able to decrease the amount he paid to

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

Simpson and he was able to personally retain the property at a cost substantially below the fair market value.

**V. CLAIMS ALLEGED**

**COUNT I**

**RICO Violations – Property Sales/Auctions**

78. Simpson repeats the allegations of paragraphs 1 through 84 of this Complaint as though fully alleged herein.

79. Cecchini and his co-conspirators engaged in a course of conduct in manipulating the auctions and sales of the properties. In so doing, Cecchini and his co-conspirators committed numerous instances of mail fraud and wire fraud in violation of 13 U.S.C. §1341. Such instances included the use of U.S. Mail, telephones and electronic mail to forward fraudulent documents regarding auctions and sales of properties.

80. Cecchini and his co-conspirators, Bambini Company LLC, Cicchini Enterprises, Inc., the Cecchini Living Trust (collectively, “Cecchini Companies”), formed an enterprise to carry out this plan throughout the sale of the marital properties from 2012 to as recently as January of 2014. On information and belief, that enterprise is, on an ongoing basis, concealing other properties that should have been included in the marital estate.

81. Cecchini and his co-conspirators, Howard Hanna Real Estate Associates LLC, Michael Tozzi and Guy A. Cecchini, engaged in a pattern of conduct wherein they would fraudulently market a property for sale with no intention of selling the property at fair market value.

82. Cecchini and his co-conspirators, Todd Weicholz, DeFalco Real Estate, Dutton Auctioneers, Gregory Roubanes, GSR Transport, Matthew Roubanes, and Key Technical Solutions, agreed to participate in a scheme that included fraudulent auctions wherein an agent of

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

Cecchini and his enterprise would pose as an independent bidder for the property. That independent bidder would obtain the property at a level substantially below fair market value, with the understanding that the property would then be reverted to Cecchini.

83. These conspiracies were conducted through the use of mail and electronic communications, both in communications between the participants, and in the fraudulent materials published regarding the real-estate listings and auctions.

84. Simpson has incurred damages, including without limitation, losses in her financial interests in the subject properties, as a result of Cecchini's enterprise.

**COUNT II**  
**Fraudulent Conveyance – Le Rivage**  
**Ohio Rev. Code Ann. §1336.04**

85. Simpson repeats the allegations of paragraphs 1 through 94 of this Complaint as though fully alleged herein.

86. The June 6, 2012 divorce decree required Cecchini to sell the Le Rivage property within one year or auction the property.

87. As the property was adjudged marital property pursuant to the court, Cecchini owed Simpson a fiduciary duty in his handling of the sale and/or auction of the properties.

88. Simpson was permitted a lien on the marital property to effectuate the decree. As such, Simpson was a *de facto* creditor under the law. Additionally, Simpson had a property interest in the marital properties to be disposed of pursuant to the divorce decree.

89. Cecchini had an actual intent to hinder the sale of the marital properties.

90. Cecchini had an actual intent to defraud Simpson in the auction of the properties.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

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91. Cecchini auctioned the Le Rivage property without receiving reasonable equivalent market value for the property because he intended that the property be obtained by his agent, an insider, Todd Weicholz.

92. Cecchini ultimately intended to retain the auctioned property himself.

93. The Le Rivage auction was planned and executed by Cecchini and his co-conspirators to result in Cecchini re-acquiring the property at a cost substantially below fair market value. Cecchini and his co-conspirators' intent was actively and intentionally concealed from Simpson.

94. Simpson has incurred damages and other injury as a result of Cecchini's fraudulent conveyance of the properties.

**COUNT III**  
**Fraudulent Conveyance – Old Tower/Valerie**  
**Ohio Rev. Code Ann. §1336.04**

95. Simpson repeats the allegations of paragraphs 1 through 104 of this Complaint as though fully alleged herein.

96. The June 6, 2012 divorce decree required Cecchini to sell the Old Tower/Valerie property within one year or auction the property.

97. As the property was adjudged marital property pursuant to the court, Cecchini owed Simpson a fiduciary duty in his handling of the sale and/or auction of the properties.

98. Simpson was permitted a lien on the marital property to effectuate the decree. As such, Simpson was a *de facto* creditor under the law. Additionally, Simpson had a property interest in the marital properties to be disposed of pursuant to the divorce decree.

99. Cecchini had an actual intent to hinder the sale of the marital properties.

100. Cecchini had an actual intent to defraud Simpson in the auction of the properties.

101. Cecchini auctioned the Old Tower/Valerie property without receiving reasonable equivalent market value for the property because he intended that the property be obtained by his agent, an insider, Matthew Roubanes.

102. Cecchini ultimately intended to retain the auctioned property himself.

103. The Old Tower/Valerie auction was planned and executed by Cecchini and his co-conspirators to result in Cecchini re-acquiring the property at a cost substantially below fair market value. Cecchini and his co-conspirators' intent was actively and intentionally concealed from Simpson.

104. Simpson has incurred damages and other injury as a result of Cecchini's fraudulent conveyance of the properties.

**COUNT IV**  
**Fraudulent Conveyance – Dressler/Montgomery**  
**Ohio Rev. Code Ann. §1336.04**

105. Simpson repeats the allegations of paragraphs 1 through 114 of this Complaint as though fully alleged herein.

106. The June 6, 2012 divorce decree required Cecchini to sell the Dressler/Montgomery property within one year or auction the property.

107. As the property was adjudged marital property pursuant to the court, Cecchini owed Simpson a fiduciary duty in his handling of the sale and/or auction of the properties.

108. Simpson was permitted a lien on the marital property to effectuate the decree. As such, Simpson was a *de facto* creditor under the law. Additionally, Simpson had a property interest in the marital properties to be disposed of pursuant to the divorce decree.

109. Cecchini had an actual intent to hinder the sale of the marital properties.

110. Cecchini had an actual intent to defraud Simpson in the auction of the properties.

111. Cecchini auctioned the Dressler/Montgomery property without receiving reasonable equivalent market value for the property because he intended that the property be obtained by his agent, an insider, Gregory Roubanes.

112. Cecchini ultimately intended to retain the auctioned property himself.

113. The Dressler/Montgomery property auction was planned and executed by Cecchini and his co-conspirators to result in Cecchini re-acquiring the property at a cost substantially below fair market value. Cecchini and his co-conspirators' intent was actively and intentionally concealed from Simpson.

114. Simpson has incurred damages and other injury as a result of Cecchini's fraudulent conveyance of the properties.

**COUNT V**  
**Fraudulent Conveyance – the Erie property**  
**Ohio Rev. Code Ann. §1336.04**

115. Simpson repeats the allegations of paragraphs 1 through 124 of this Complaint as though fully alleged herein.

116. The June 6, 2012 divorce decree required Cecchini to sell the Erie property within one year or auction the property.

117. As the property was adjudged marital property pursuant to the court, Cecchini owed Simpson a fiduciary duty in his handling of the sale and/or auction of the properties.

118. Simpson was permitted a lien on the marital property to effectuate the decree. As such, Simpson was a *de facto* creditor under the law. Additionally, Simpson had a property interest in the marital properties to be disposed of pursuant to the divorce decree.

119. Cecchini had an actual intent to hinder the sale of the marital properties.

120. Cecchini had an actual intent to defraud Simpson in the auction of the properties.

121. Cecchini auctioned the Erie property without receiving reasonable equivalent market value for the property because he intended that the property be obtained by his agent, an insider, Gregory Roubanes.

122. Cecchini ultimately intended to retain the auctioned property himself.

123. The Erie property auction was planned and executed by Cecchini and his co-conspirators to result in Cecchini re-acquiring the property at a cost substantially below fair market value. Cecchini and his co-conspirators' intent was actively and intentionally concealed from Simpson.

124. Simpson has incurred damages and other injury as a result of Cecchini's fraudulent conveyance of the properties.

**COUNT VI**  
**Fraudulent Conveyance – the Stark County Farm property**  
**Ohio Rev. Code Ann. §1336.04**

125. Simpson repeats the allegations of paragraphs 1 through 134 of this Complaint as though fully alleged herein.

126. The June 6, 2012 divorce decree required Cecchini to sell the Stark County Farm within one year or auction the property.

127. As the property was adjudged marital property pursuant to the court, Cecchini owed Simpson a fiduciary duty in his handling of the sale and/or auction of the properties.

128. Simpson was permitted a lien on the marital property to effectuate the decree. As such, Simpson was a *de facto* creditor under the law. Additionally, Simpson had a property interest in the marital properties to be disposed of pursuant to the divorce decree.

129. Cecchini had an actual intent to hinder the sale of the marital properties.

130. Cecchini ultimately intended to retain the auctioned property himself.

131. Cecchini and his co-conspirators' intent was actively concealed from Simpson.

132. Simpson has incurred damages and other injury as a result of Cecchini's fraudulent conveyance of the properties.

**COUNT VII**

**Civil Conspiracy – Marketing of Real Estate for Sale**

133. Simpson repeats the allegations of paragraphs 1 through 142 of this Complaint as though fully alleged herein.

134. Cecchini and his co-conspirators, Howard Hanna Real Estate Associates LLC, Michael A. Tozzi, and Guy A. Cecchini, engaged in a course of conduct in arranging the fraudulent listing of the properties for sale.

135. The co-conspirator's actions were affirmatively done pursuant to their agreement, and for the purpose of committing an unlawful, fraudulent conveyance of the property, in violation of Ohio Rev. Code Ann. §1336.04.

136. Simpson has incurred damages to her property and pecuniary interest as a result of the conspiracy.

**COUNT VIII**

**Civil Conspiracy – Le Rivage Auction**

137. Simpson repeats the allegations of paragraphs 1 through 146 of this Complaint as though fully alleged herein.

138. Cecchini and his co-conspirators, DeFalco Real Estate and Todd Weicholz, engaged in a course of conduct in arranging the fraudulent auction.

139. The co-conspirator's actions were affirmatively done pursuant to their agreement, and for the purpose of committing an unlawful, fraudulent conveyance of the property, in violation of Ohio Rev. Code Ann. §1336.04.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

140. Simpson has incurred damages of to her property and pecuniary interest as a result of the conspiracy.

**COUNT IX**  
**Civil Conspiracy – Old Tower/Valerie**

141. Simpson repeats the allegations of paragraphs 1 through 150 of this Complaint as though fully alleged herein.

142. Cecchini and his co-conspirators, Dutton Auctioneers, Matthew Roubanes, and Key Technical Solutions, Inc., engaged in a course of conduct in arranging the fraudulent auction.

143. The co-conspirator's actions were affirmatively done pursuant to their agreement, and for the purpose of committing an unlawful, fraudulent conveyance of the property, in violation of Ohio Rev. Code Ann. §1336.04.

144. Simpson has incurred damages of to her property and pecuniary interest as a result of the conspiracy.

**COUNT X**  
**Civil Conspiracy – Dressler/Montgomery**

145. Simpson repeats the allegations of paragraphs 1 through 154 of this Complaint as though fully alleged herein.

146. Cecchini and his co-conspirators, Dutton Auctioneers, Gregory Roubanes, and Key Technical Solutions, Inc., engaged in a course of conduct in arranging the fraudulent auction.

147. The co-conspirator's actions were affirmatively done pursuant to their agreement, and for the purpose of committing an unlawful, fraudulent conveyance of the property, in violation of Ohio Rev. Code Ann. §1336.04.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

148. Simpson has incurred damages of to her property and pecuniary interest as a result of the conspiracy.

**COUNT XI**  
**Civil Conspiracy – Erie**

149. Simpson repeats the allegations of paragraphs 1 through 158 of this Complaint as though fully alleged herein.

150. Cecchini and his co-conspirators, Dutton Auctioneers, Gregory Roubanes, and GSR Transport Inc., engaged in a course of conduct in arranging the fraudulent auction.

151. The co-conspirator's actions were affirmatively done pursuant to their agreement, and for the purpose of committing an unlawful, fraudulent conveyance of the property, in violation of Ohio Rev. Code Ann. §1336.04.

152. Simpson has incurred damages to her property and pecuniary interest as a result of the conspiracy.

**COUNT XII**  
**Unjust Enrichment**

153. Simpson repeats the allegations of paragraphs 1 through 162 of this Complaint as though fully alleged herein.

154. Cecchini has received a benefit from Simpson, to which he is was not entitled, in the form of marital property he retained or re-acquired at a cost that he and his co-conspirators manipulated to fall substantially below fair market value. The scheme permitted Cecchini to retain funds otherwise due to Simpson, which he converted into his individual property.

155. Cecchini knowingly appreciated and accepted this benefit, which has resulted and continues to result in an inequity to Simpson.

156. Cecchini's appreciation and acceptance of this benefit is inequitable.

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131

157. As a result of Cecchini's unjust enrichment, Simpson sustained damages in an amount to be determined at trial. Simpson seeks full disgorgement and restitution of Cecchini's enrichment, benefits, and ill-gotten gains acquired as a result of the unlawful and/or wrongful conduct alleged herein.

#### VI. REQUEST FOR RELIEF

WHEREFORE, Simpson respectfully requests that the Court enter an Order awarding the following relief:

(A) Judgment in favor of Simpson and against Defendants in an amount to be determined at trial, plus interest, attorney's fees and costs, and penalties as provided for by law, including punitive damages and treble damages for RICO violations; and

(B) Such other relief as the Court may deem just and proper.

Date: May 6, 2014

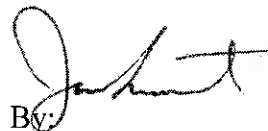
Respectfully submitted,

JENNIFER SIMPSON

EHRENREICH & ASSOCIATES



Leonard Ehrenreich (#0023332)  
Arthur E. Dombek (#0031329)  
The Leader Building, Suite 1130  
526 Superior Avenue, N.E.  
Cleveland, OH 44114  
(216) 861-1070 / (216) 861-1131 (fax)  
[ehrenlaw@aol.com](mailto:ehrenlaw@aol.com)



By: \_\_\_\_\_  
One of Plaintiff's Attorneys  
Joseph J. Siprut\*  
[jsiprut@siprut.com](mailto:jsiprut@siprut.com)  
Gregory W. Jones\*  
[gjones@siprut.com](mailto:gjones@siprut.com)  
SIPRUT PC  
17 N. State Street  
Suite 1600  
Chicago, Illinois 60602  
312.236.0000  
Fax: 312.267.1906

EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131



Richard F. Ehrenreich\*  
[rfe.attorney@gmail.com](mailto:rfe.attorney@gmail.com)  
R.F. Ehrenreich, P.C.  
655 Deerfield Road  
#338  
Deerfield, IL 60015  
847.209.8204

\* *Pro Hac Vice* application to be submitted

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EHRENREICH &  
ASSOCIATES  
Attorneys at Law  
Leader Building, #1130  
526 Superior Ave., NE  
Cleveland, Ohio 44114

(216) 861-1070  
Fax: (216) 861-1131