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COMMON PLEAS COURT
MUSKINGUM CO., OHIO

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TODD A. BICKLE
CLERK

IN THE COURT OF COMMON PLEAS
MUSKINGUM COUNTY, OHIO

STATE OF OHIO ex rel.)	CASE NO. CH2016-0277
OHIO ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE KELLY J. COTTRILL
)	
Plaintiff,)	
v.)	<u>CONSENT JUDGMENT AND</u>
)	<u>AGREED FINAL ENTRY</u>
GLORYVIEW WINDOWS AND)	<u>AND ORDER</u>
MORE, LLC, et al.)	
)	
Defendants.)	

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General ("Plaintiff") alleging that Defendants Gloryview Windows and More, LLC and Dennis W. Benjamin (collectively "Defendants") violated Ohio's Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., its Substantive Rules, and the Home Solicitation Sales Act ("HSSA"), R.C. 1345.21 et seq. Plaintiff and Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against Gloryview Windows and More, LLC and Dennis W. Benjamin.

By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), the Defendants submit to the personal jurisdiction of this Court, consent to the

imposition of this Consent Judgment pursuant to R.C. 1345.07(F), and consent to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Gloryview Windows and More, LLC ("Gloryview") is an Ohio Limited Liability Company with its principal place of business located at 1257 Maple Avenue, Zanesville, Ohio 43701.
2. Gloryview has been registered with the Ohio Secretary of State since August 2014.
3. Defendant Dennis Wade Benjamin ("Benjamin") is a natural person who resides at 2535 Douglas Drive, Zanesville, Ohio 43701.
4. At all times relevant herein, Benjamin presented himself as the owner and operator of Gloryview by personally meeting with consumers, signing contracts, handling monetary transactions, communicating with consumers, and controlling day-to-day operations.
5. Defendant Benjamin personally performed shoddy and substandard work on consumers' homes and failed to correct the work.
6. Defendants accepted payment from consumers for the purchase of home improvement goods and services, such as materials and installation services for windows and doors, and failed to deliver some of those goods and services within eight weeks.
7. Despite requests from consumers, Defendants have refused to provide several refunds.
8. On numerous occasions, Defendants provided shoddy and substandard home repair services to consumers and then failed to correct such services.
9. At the time of the transactions, Defendants failed to provide some consumers with proper notice of cancellation forms describing the consumers' right to cancel the transactions.

CONCLUSIONS OF LAW

10. Plaintiff is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07 and by virtue of his statutory and common law authority to protect the interests of the citizens of Ohio.
11. The actions of Defendants, as described above, occurred in Muskingum County and other counties in the State of Ohio, and are in violation of the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HSSA, R.C. 1345.21 et seq.
12. Jurisdiction over the subject matter of this action lies with this Court pursuant to the CSPA, R.C. 1345.04.
14. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3) in that Defendants' work and reside in Muskingum County.
15. Defendants are "suppliers" as defined in R.C. 1345.01(C) since Defendants were, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the state of Ohio for purposes that were primarily for personal, family, or household use, within the meaning specified in R.C. 1345.01(A).
16. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02, and the Failure to Deliver Rule, O.A.C. 109:4-309(A)(2), by accepting money from consumers for goods and services and permitting eight weeks to elapse without delivering the promised goods or services or making a full refund.

17. Defendants committed unfair and 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.
18. Defendants violated the HSSA, R.C.1345.23 and R.C. 1345.02(A), by failing to give proper notice to consumers of their right to cancel their contract by a specific date.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of law violate the CSPA, its Substantive Rules, and the HSSA in the manner set forth in this Consent Judgment.
- B. Defendants Gloryview and Benjamin, their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership or association, and in connection with any consumer transaction, are hereby PERMANENTLY ENJOINED from further violating the CSPA, R.C. 1345.01 et seq., its Substantive Rules, and the HSSA, R.C. 1345.02 et seq.
- C. Pursuant to R.C. 1345.07(B), Defendants are ORDERED to pay \$55,000.08 to the State to be used for payment of the consumer damages enumerated in Addendum A. Payment of this monetary amount shall be made in the following manner:
 - 1) Twelve (12) payments of \$1100.00, totaling \$13,200.00;
 - 2) Then twelve (12) payments of \$1600.00 totaling \$19,200.00;
 - 3) Then twelve (12) payments of \$1883.33 totaling \$22,600.08;

- 4) The first monthly payment shall be due on June 9, 2017 and the subsequent payments shall be due on the 9th of each successive month, continuing until all thirty-six (36) payments are made;
- 5) Each separate payment shall be made by delivery of a certified check or money order, payable to the "Ohio Attorney General's Office," delivered to the following address:

Finance Assistant
Consumer Protection Section
Ohio Attorney General's Office
30 E. Broad St., 14th Floor
Columbus, Ohio 43215

- D. Defendant Benjamin agrees to submit an Agreed Entry as part of his Chapter 7 proceeding, Case No. 2:16-bk-54934, filed in the United States Bankruptcy Court for the Southern District of Ohio, in which he agrees that the consumer restitution described in Paragraph C is not dischargeable under 11 USC §523(a)(2) in his current or any future bankruptcy proceedings.
- E. Pursuant to R.C. 1345.07(D), Defendants are hereby assessed a civil penalty of Fifty Thousand Dollars (\$50,000). This penalty shall be suspended for as long as the Defendants are in full and timely compliance with all provisions of this Consent Judgment, including the payment schedule. Should the United States Bankruptcy Court for the Southern District of Ohio order or otherwise find that the consumer restitution payment of \$55,000 as described in Paragraph C is dischargeable under Case No. 2:16-bk-54934, payment of the civil penalty shall be reinstated and payable to the Attorney General under the terms of the payment plan described in Paragraph C herein and without further petition to this Court.

- F. It is further ORDERED that if the Defendants fail to deliver any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder.
- G. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due pursuant to Paragraphs C-E or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation created by the acceleration provision in Paragraph F of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- H. It is further ORDERED that in the event Plaintiff must initiate legal action or incur any costs to compel the Defendants to abide by this Consent Judgment, Defendants shall be liable to the Plaintiff should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorney's fees and investigatory costs.
- I. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of this Consent Judgment, under any authority granted to the Ohio Attorney General. This Consent Judgment resolves only the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.
- J. Defendants shall not represent, directly or indirectly, that the Court or the Plaintiff has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.
- K. Defendants are ORDERED to pay all court costs.

L. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

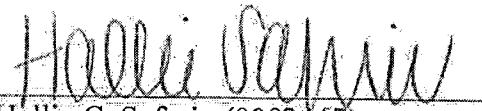
IT IS SO ORDERED.

DATE

5/1/17


JUDGE COTTRILL

APPROVED AND AGREED TO BY:


Hallie C. Saferin (0093467)
Assistant Attorney General
Consumer Protection Section
30 E. Broad St., 14th Floor
Columbus, OH 43215
Phone: 614-466-9529
Hallie.Saferin@ohioattorneygeneral.gov
Counsel for Plaintiff Ohio Attorney General

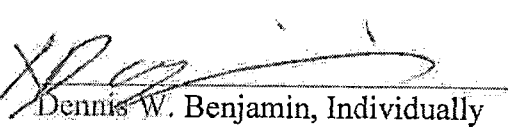
DATE

5-1-17


Mitchell C. Marczewski (0073258)
Marczewski Law Offices, LLC.
1020 Maple Avenue
Zanesville, OH 43701
Phone: 740-453-8900
Mitch@zanesvillelawyer.com
*Counsel for Defendants Dennis W. Benjamin
and Gloryview Windows and More, LLC.*

DATE

4/28/17


Dennis W. Benjamin, Individually
and on behalf of Gloryview Windows and More, LLC,
2535 Douglas Drive, Zanesville, OH 43701
Defendants

DATE

4/28/17

**ADDENDUM A
CONSUMER RESTITUTION LIST**

LAST NAME	FIRST NAME	CITY	STATE	ZIP	AMOUNT
Anderson	Roger	New Lexington	OH	43764	\$500
Beebe	Daniel	Nashport	OH	43830	\$1,350.75
Burchett	Nancy	Warsaw	OH	43844	\$500
Childers	James	Roseville	OH	43777	\$1,350.74
Douglas	Nilah & Gary	Coshocton	OH	43812	\$3,275
Dunn	Amy	Zanesville	OH	43701	\$3,548
Hale	Kevin	Zanesville	OH	43701	\$1,350.74
Hittle	John	Zanesville	OH	43701	\$1,350.74
Lighthizer	Dan	Nashport	OH	43830	\$1,350.74
Moore	Teresa	Newark	OH	43055	\$5,012.74
Novak	Erik	Cambridge	OH	43725	\$5,631.42
Schuhart	Rita	Nashport	OH	43830	\$1,350.75
Sheline	James	Zanesville	OH	43701	\$1,350.74
Shirkey	Georgiann	Millersport	OH	43046	\$7,227
Shupert	Nancy	Dresden	OH	43821	\$8,400
Spinks	Alice	Warsaw	OH	43844	\$560
Turner	Kristy	Pickerington	OH	43147	\$1,350.75
Vahala	John	Caldwell	OH	43724	\$8,189.15
Wolford	Holly	Dresden	OH	43821	\$1,350.74

TOTAL: \$55,000