

CLERK OF COURTS
MAHONING COUNTY, OHIO
NOV 09 2017
FILED
ANTHONY VIVO, CLERK

CASE NO. 17-CV-1273

JUDGE JOHN M. DURKIN

JUDGMENT ENTRY

DEFENDANTS

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3), because Mahoning County, Ohio is a county in which Defendant conducted activities which gave rise the state's claims for relief.
4. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) as Defendant engaged in the business of effecting "consumer transactions" which were primarily personal, family or household by soliciting and performing the service of home improvement work for individuals within the State of Ohio including Mahoning County, within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendant is a "seller" engaged in the business of selling home improvement services to "buyers" at their personal residences for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
6. Defendant committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09 and the Consumer Sales Practices Act ("CSPA"), R.C. 1345.02 by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making delivery of the goods or services as ordered, making a full refund, advising the consumer 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.
7. Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to

correct such work.

8. These acts and practices described above have previously been determined by Ohio courts to violate CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

FURTHER, upon the testimony and evidence presented at the damages hearing, it is hereby Ordered that.

1. Defendant George N. Krinos, under his own name, dba Windows, Doors, Kitchens and More Construction Company, or any other name, and all persons acting on behalf of him, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA, and from further violating the CSPA.
2. Defendant is **PERMANENTLY ENJOINED** from acting or serving as a Supplier in the home improvement services business, and from soliciting or engaging in home improvement/roof repair or consumer remodel transactions in the State of Ohio as a Supplier until the final ordered resolution of this matter is satisfied in its entirety.
3. It is **DECLARED** that the acts and practices committed by the Defendant, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
4. Defendant is **ORDERED** to pay consumer damages in the total amount of Twelve thousand, Fifty-seven dollars and seventy-eight cents (12,057.78).

Such payment shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
Consumer Protection Section
Office of the Ohio Attorney General
30 East Broad Street, 14th floor
Columbus, Ohio 43215

The consumer damages will be distributed by the Attorney General to three (3) consumers in the amounts as set forth below:

Kimberly Buchanan.....	\$5,855.28
Florence Grair.....	\$5,000.00
Gaines May.....	\$1,202.50

Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is **ORDERED** to pay a civil penalty of Twenty-five Thousand Dollars (25,000.00) pursuant to R.C. 1345.07(D) and in accordance with R.C. 1345.07(G). Such payments shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

Compliance Officer
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Office of the Ohio Attorney General
30 East Broad Street, 14th floor
Columbus, Ohio 43215

Defendant is **ORDERED**, jointly and severally, to pay all court costs associated with this matter.

5. Defendant is **ENJOINED** from engaging in business as a supplier in any consumer transactions in the State of Ohio until such time as he has satisfied all monetary obligations due hereunder.

There is no just cause for delay.

IT IS SO ORDERED.

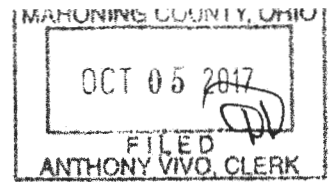
DATE:

11/8/17


JUDGE JOHN M. DURKIN

THE CLERK SHALL SERVE NOTICE
OF THIS ORDER UPON ALL PARTIES
WITHIN THREE (3) DAYS PER CIVIL RULE 5.

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



STATE OF OHIO, EX REL)	CASE NO. 17 CV 1273
MICHAEL DEWINE)	COURTROOM NO. 4
)	JUDGE JOHN M. DURKIN
PLAINTIFF)	
)	
VS.)	MAGISTRATE
)	DOMINIC J. DELAURENTIS, JR.
GEORGE N. KRINOS ETC)	
)	MAGISTRATE'S DECISION
DEFENDANT)	

Default Judgment was granted against Defendant in favor of Plaintiff by this Court on August 28, 2017. This matter came before the Magistrate on September 26, 2017 for assessment of damages. Plaintiff appeared through its representative, John Hathaway, Consumer Protection Investigator for the Ohio Attorney General, and was represented by Assistant Attorney General Rebecca F. Schlag. Defendant failed to appear.

Plaintiff presented the testimony of Investigator Hathaway and submitted into the record four affidavits; one from Investigator Hathaway detailing his investigation of this matter and three from Ohio consumers seeking restitution from Defendant. These affidavits were collectively marked as Plaintiff's Exhibit 1. Plaintiff's Exhibit 1 was admitted into evidence without objection. Pursuant to the evidence presented, the Magistrate makes the following findings of fact and conclusions of law:

FINDING OF FACT

1. Defendant George N. Krinos is a natural person whose last known address is 657 Chapel Lane, Campbell, Ohio 44512.



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Done

2. Defendant Krinos did business in the State of Ohio under the business name Windows, Doors, Kitchens and More Construction Co., at 741 McClurg Rd., Dock D, Youngstown, Ohio.
3. Defendant George N. Krinos at all times pertinent hereto, directed and controlled all business activities of Windows, Doors, Kitchens and More Construction Co., including the solicitation of home improvement repair and remodel work.
4. Defendant solicited consumers and accepted payments for home remodel and repair work within Ohio, including Mahoning County.
5. After accepting money from consumers, Defendant failed to provide and complete the contracted work or provide timely refunds to the consumers.
6. In some cases, Defendant completed some home improvement services which consisted of substandard and shoddy workmanship.
7. Defendant's failure to perform the contracted home improvement services in an appropriate manner has resulted in harm to consumers.

CONCLUSIONS OF LAW

1. This Court has personal jurisdiction over the Defendants pursuant to R.C. 2307.382 because this cause of action arises from Defendant's business transactions with residents of Ohio.
2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the Consumer Sales Practices Act.

3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Mahoning County, Ohio, is a county in which Defendant conducted activities which gave rise to the State's claims for relief.
4. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) as Defendant engaged in the business of effecting "consumer transactions" which were primarily personal, family or household by soliciting and performing the service of home improvement work for individuals within the State of Ohio including Mahoning County, within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendant is a "seller" engaged in the business of selling home improvement services to "buyers" at their personal residences for purposes which were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).
6. Defendant committed unfair and deceptive acts and practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09 and the Consumer Sales Practices Act ("CSPA"), R.C. 1345.02 by accepting money from consumers for goods or services and then permitting eight weeks to elapse without making delivery of the goods or services as ordered, making a full refund, advising the consumer 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.

7. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.

8. These acts and practices described above have previously been determined by Ohio courts to violate CSPA. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(B)(2).

FURTHER, upon the testimony and evidence presented at the damages hearing, it is hereby Ordered that:

1. Defendant George N. Krinos, under his own name, dba Windows, Doors, Kitchens and More Construction Company, or any other name, and all persons acting on behalf of him, directly or indirectly, through any corporate or private device, partnership or association, is **PERMANENTLY ENJOINED** from engaging in the acts and practices found by this Court to violate the CSPA, and from further violating the CSPA.
2. Defendant is **PERMANENTLY ENJOINED** from acting or serving as a Supplier in the home improvement services business, and from soliciting or engaging in home improvement/roof repair or consumer remodel transactions in the State of Ohio as a Supplier until the final ordered resolution of this matter is satisfied in its entirety.
3. It is **DECLARED** that the acts and practices committed by the Defendant, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq..

4. Defendant is **ORDERED** to pay consumer damages in the total amount of Twelve thousand, Fifty-seven dollars and seventy-eight cents (\$12,057.78). Such payment shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

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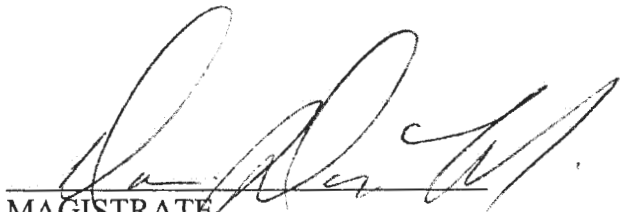
Based on the above findings that Defendant committed unfair and deceptive acts and practices in violation of the CSPA, Defendant is **ORDERED** to pay a civil penalty of Twenty-five Thousand Dollars (\$25,000.00) pursuant to R.C. 1345.07(D) and in accordance with R.C. 1345.07(G). Such payment shall be made to the Attorney General via a certified check or money order payable to "Ohio Attorney General" and delivered to:

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Consumer Protection Section
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Columbus, OH 43215

5. Defendant is **ORDERED**, jointly and severally, to pay all court costs associated with this matter.

6. Defendant is **ENJOINED** from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as he has satisfied all monetary obligations due hereunder.

DATE: 10/5/17


MAGISTRATE
DOMINIC J. DELAURENTIS, JR.

NOTICE TO ATTORNEYS AND PARTIES

The parties shall have fourteen (14) days from the filing of this Decision to file written objections with the Clerk of this Court. Any such objections must be served upon all parties to this action and a copy must be provided to the Court. A party shall not assign as error on appeal of the Court's adoption of any finding of fact or conclusion of law in this Decision unless the party timely and specifically objects to that finding or conclusion as required by Civil Rule 53(E)(3).

This is an appealable order and the Clerk of Courts shall serve copies of this Decision upon all parties within three (3) business days, pursuant to Civ. R. 5.