

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

STATE OF OHIO ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff,

v.

GRIDIRON WINDOWS AND DOORS, LLC,
et al.,

Defendants.

)
) CASE NO. 2022 CV 1100

)
) JUDGE ANTHONY DONOFRIO

)
) Magistrate Nicole M. Butler

)
) JUDGMENT ENTRY

RECEIVED

ATTORNEY GENERAL OF OHIO

OCT 31 2023

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came before the Court for a Hearing on Damages on October 20, 2023. The Court previously granted Summary Judgment to the Plaintiff on September 20, 2023, and allowed the Plaintiff to separately brief the Court on consumer damages and penalty amounts through affidavit testimony. The Defendant did not appear in person or otherwise for the hearing on damages, and presented no evidence for the Court to consider.

After consideration of the affidavit testimony, the Court hereby finds as follows:

FINDINGS OF FACT

1. Twenty-three consumers suffered damages as a result of Defendants' actions.
2. In fifteen separate transactions, consumers paid Defendants deposits for goods and services, primarily windows and doors and Defendants never delivered. These consumers are Veronica Arthur, Bob Banko, Adam Buente, Rinaldo Caimano, Ronald Canacci, Sandra Cole, Angie Green, Kim Hamilton, Melissa Hayes, Jeremy Haynes, Brandie Kemmer, Maria Lillo, Thomas Martino, Franklin Thorne, and Scott White. Defendants never provided refunds to these consumers.

3. In eight separate transactions, Defendants performed shoddy and substandard work and failed to correct it or provide consumers with refunds for that work. These consumers are Ernest Gibson, Randy Goedeker, Richard Hlinka, Robert Porter, Marilyn Ramunno, Jonathan Smeltzer, Deb Vanasdale and Lori Worsencraft.
4. The consumers sustained damages in the amounts as follows:
 - a. Arthur Veronica: \$2,259.00
 - b. Bob Banko: \$1,500.00
 - c. Adam Buente: \$2,500.00
 - d. Rinaldo Caimano: \$2,500.00
 - e. Ronald Canacci: \$2,000.00
 - f. Sandra Cole: \$3,000.00
 - g. Ernest Gibson: \$4,000.00
 - h. Randy Goedeker: \$1,200.00
 - i. Angie Green: \$3,574.00
 - j. Kim Hamilton: \$2,777.00
 - k. Melissa Hayes: \$2,000.00
 - l. Jeremy Haynes: \$2,000.00
 - m. Richard Hlinka: \$2,400.00
 - n. Brandy Kemmer: \$2,000.00
 - o. Marie Lillo: \$1,500.00
 - p. Thomas Martino: \$2,500.00
 - q. Robert Porter: \$2,500.00
 - r. Marilyn Ramunno: \$2,000.00

- s. Jonathan Smeltzer: \$2,000.00
 - t. Franklin Thorne: \$1,500.00
 - u. Deb Vanasdale: \$1,000.00
 - v. Scott White: \$6,000.00
 - w. Lori Worsencroft: \$2,500.00
5. In thirteen of the transactions, Defendants misrepresented to consumers that Defendants had ordered the goods as contracted when, in fact, they had not.
 6. In seven of the transactions, consumers sought refunds of their deposits and Defendants misrepresented the status of the consumers' refunds by offering refunds, but then failing to actually provide said refunds.
 7. All twenty-three of these transactions took place at the consumers' residences and Defendants failed to provide proper notice to consumers of their right to cancel their agreement before three business days after the agreement was signed by the HSSA.
 8. These transactions totaled \$55,210.00.

CONCLUSIONS OF LAW

1. Defendants have violated the CSPA, 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.*
2. Pursuant to R.C. 1345.07(B), Plaintiff is entitled to recover, and Defendants are ordered to pay damages in the amount of \$55,210.00.
3. The twenty-three consumers are entitled to their share of the above-referenced damages as follows:
 - a. Arthur Veronica: \$2,259.00
 - b. Bob Banko: \$1,500.00

- c. Adam Buente: \$2,500.00
- d. Rinaldo Caimano: \$2,500.00
- e. Ronald Canacci: \$2,000.00
- f. Sandra Cole: \$3,000.00
- g. Ernest Gibson: \$4,000.00
- h. Randy Goedeker: \$1,200.00
- i. Angie Green: \$3,574.00
- j. Kim Hamilton: \$2,777.00
- k. Melissa Hayes: \$2,000.00
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- o. Marie Lillo: \$1,500.00
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- q. Robert Porter: \$2,500.00
- r. Marilyn Ramunno: \$2,000.00
- s. Jonathan Smeltzer: \$2,000.00
- t. Franklin Thorne: \$1,500.00
- u. Deb Vanasdale: \$1,000.00
- v. Scott White: \$6,000.00
- w. Lori Worsencroft: \$2,500.00

4. Pursuant to R.C. 1345.07(D), Plaintiff is entitled to, and Defendants are ordered to pay a civil penalty in the amount of \$100,000.00. This penalty is appropriate given the unfair,

deceptive and unconscionable practices of Defendants, the number of consumers harmed by said practices, and the number and nature of the violations.

5. Plaintiff is entitled to, and Defendants are ordered to pay all collection costs and interest of any unpaid balance of this judgment as permitted by Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.
6. Defendant is ordered to pay all court costs associated with this matter.
7. Pursuant to R.C. 1345.07(B), Defendants are enjoined from engaging in consumer transactions as a supplier in the State of Ohio until all monetary amounts ordered are paid in full in this action, and any other outstanding consumer protection judgments are satisfied.
8. Court costs shall be paid directly to the Mahoning County Clerk of Court's Office.
9. All other monies/penalties shall be paid to the Ohio Attorney General, and delivered to the Chief of the Consumer Protection Section. The monies shall then be disbursed to the individual consumers as referenced above.

IT IS SO ORDERED.

/s/ Anthony Donofrio
JUDGE ANTHONY DONOFRIO



Case Title: DAVE YOST, STATE OF OHIO, EX REL. ATTORNEY GENERAL
-vs- GRIDIRON WINDOWS AND DOORS LLC et al AD
Case Number: 2022 CV 01100
Type: JE>

So Ordered

Anthony Danz

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