

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

STATE OF OHIO ex rel.	)	
ATTORNEY GENERAL	)	
DAVE YOST	)	Case No:
30 E. Broad St., 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	Judge:
Plaintiff,	)	
v.	)	
	)	
GRIDIRON WINDOWS AND	)	COMPLAINT AND REQUEST FOR
DOORS, LLC	)	DECLARATORY JUDGMENT,
1337 Valley View Drive	)	INJUNCTIVE RELIEF, CONSUMER
Youngstown, OH 44512	)	RESTITUTION, CIVIL PENALTIES,
	)	AND OTHER APPROPRIATE RELIEF
and	)	
	)	
JOHN P. BARTOS, III	)	
1337 Valley View Drive	)	
Youngstown, OH 44512	)	
	)	

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through its counsel, the Attorney General of Ohio, 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 him by R.C. 1345.01 *et seq.*
2. The actions of Gridiron Windows and Doors, LLC and John P. Bartos, III, individually and doing business as Gridiron Windows and Doors, LLC ("Defendants"), hereinafter described, have occurred in Mahoning County and other counties in the State of Ohio and, as set forth

below, are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01, *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)(1) and (3) in that Mahoning County is the county where Defendants are located and conducted activity that gave rise to the claims for relief.

### **DEFENDANTS**

5. Defendant John P. Bartos, III is a natural person residing at 1337 Valley View Drive, Youngstown, OH 44512.
6. Defendant Gridiron Windows and Doors, LLC was registered on May 23, 2017 with the Ohio Secretary of State as an Ohio Limited Liability Company with John P. Bartos, III as the Principal Officer and Statutory Agent.
7. Defendants are “suppliers,” as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting “consumer transactions” by soliciting consumers either directly or indirectly for the home improvement goods and services, including windows and doors, within the meaning of R.C. 1345.01(A).
8. Defendant John P. Bartos, III at all times pertinent hereto controlled and directed the business activities and sales conduct of Defendant Gridiron Windows and Doors, LLC causing, personally participating in, or ratifying the acts and practices of Defendant Gridiron Windows and Doors, LLC, including the conduct giving rise to the violations described herein.

### **STATEMENT OF FACTS**

9. Defendants' business operated out of Defendant Bartos' home at 1337 Valley View Drive, Youngstown, OH 44512.
10. Defendants did not have a retail business establishment having a fixed permanent location where goods are exhibited or services are offered for sale on a continuing basis.
11. Defendants provided home improvement goods and services to consumers, including soliciting, selling and installing windows and doors.
12. Defendants advertised or promised prompt delivery and failed to take reasonable action to insure prompt delivery.
13. Defendants represented to consumers that they would provide the ordered goods and services within an estimated time and then failed to provide such goods and services in the time promised, if at all.
14. After receiving a down payment, Defendants sometimes failed to deliver the product at all.
15. In some instances, after receiving payment, Defendants began work but failed to complete the work.
16. In some instances, Defendants provided shoddy and substandard home improvement services to consumers and then failed to correct such services.
17. In some instances, Defendants represented to consumers that windows and doors had been ordered from the manufacturer despite Defendants not having placed such orders.
18. Defendants have refused to refund consumers' deposits or payments despite consumers' requests for refunds.

19. In some instances, Defendants have offered to issue a refund of consumer's deposits and then failed to do so.

20. Defendants failed to offer a three day right of rescission to consumers on their contracts.

**PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**COUNT 1 - FAILURE TO DELIVER**

21. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-20 of this Complaint.

22. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A), and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and 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 2 – SHODDY AND SUBSTANDARD WORK**

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-22 of this Complaint.

24. Defendants committed unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by providing home improvement services in an incomplete, shoddy, substandard and unworkmanlike manner and then failing to correct such work.

25. The acts or practices described above 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

### **COUNT 3 – MISREPRESENTATION**

26. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-25 of this Complaint.

27. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by representing that refunds were unavailable because the windows and doors had already been ordered, manufactured or paid for when such was not the case.

28. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by misrepresenting the status of consumers' refunds.

29. The acts or practices described above 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 made available for public inspection pursuant to R.C. 1345.05(A)(3).

### **PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATIONS OF THE HSSA**

#### **COUNT 1 – FAILURE TO OFFER THREE DAY RIGHT TO CANCEL**

30. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs 1-29 of this Complaint.

31. Defendants committed unfair or deception acts or practices in violation of the CSPA, R.C. 1345.02(A) and the HSSA, R.C. 1345.23, by failing to offer the proper notice of a

consumer's right to cancel the home solicitation sale before three business days after the consumers signed an agreement.

32. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01, *et seq* and the HSSA, R.C. 1345.23. Defendants committed said violations after such decisions were made available for public inspection pursuant to R.C. 1345.05(A)(3).

### **PRAYER FOR RELIEF**

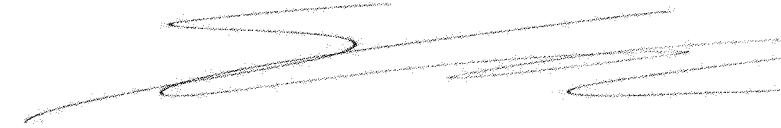
WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief:

- A. ISSUE A DECLARATORY JUDGMENT that each act or practice complained of herein violates the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, and the HSSA, R.C. 1345.21 *et seq.* in the manner set forth in the Complaint.
- B. ISSUE A PERMANENT INJUNCTION enjoining the Defendants, their agents, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under these or any other names, from engaging in the acts and practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules and the HSSA, R.C. 1345.21 *et seq.*
- C. ISSUE A PERMANENT INJUNCTION enjoining Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.

- D. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay damages to all consumers injured by the Defendants' conduct as set forth in this Complaint.
- E. ASSESS, FINE and IMPOSE upon Defendants a civil penalty of up to \$25,000.00 for each separate and appropriate violation of the CSPA described herein pursuant to R.C. 1345.07(D).
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the cost of collecting on any judgment awarded.
- G. ORDER Defendants to pay all court costs associated with this matter.
- H. GRANT such other relief as the court deems to be just, equitable, and appropriate.

Respectfully submitted,

DAVE YOST  
Attorney General



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