

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

STATE OF OHIO ex rel. )  
ATTORNEY GENERAL )  
DAVE YOST )  
30 E. Broad St., 14<sup>th</sup> Floor )  
Columbus, Ohio 43215 )

Case No:

Judge:

Plaintiff,

v.

DENNIS WADE BENJAMIN )  
7401 Kuhlwein Rd. )  
Galloway, OH 43119 )

**COMPLAINT AND REQUEST FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, CONSUMER  
RESTITUTION, CIVIL PENALTIES,  
AND OTHER APPROPRIATE RELIEF**

and

VIENNA DOOR COMPANY, INC.. )  
c/o UNIVERSAL REGISTERED )  
AGENTS, INC. )  
3858-D Brown Park Drive )  
Hilliard, OH 43026 )

Defendants. )

**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 Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*
2. The actions of Dennis Wade Benjamin and Vienna Door Company, Inc. (collectively “Defendants”), hereinafter described, have occurred in Franklin County and other counties,

and, as set forth below, are in violation of the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Adm.Code 109:4-3-01 *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), (3) and (6), in that Defendant Benjamin resides in Franklin County, Defendants conducted some of the activity giving rise to the claims for relief in Franklin County, and Franklin County is the county in which all or part of the claims for relief arose.

#### **DEFENDANTS**

5. Defendant Dennis Wade Benjamin is a natural person residing at 7401 Kuhlwein Rd., Galloway, OH 43119.
6. Defendant Vienna Door Company, Inc. is a for-profit corporation registered with the Ohio Secretary of State on March 13, 2020.
7. At various times relevant to this action, Defendants did business using the name Vienna Door Company, Inc. to engage in the business of soliciting, offering for sale, and selling custom doors and windows.
8. Defendant Benjamin, at all times relevant to this action, controlled and directed the business activities and sales conduct of Defendant Vienna Door Company, Inc., causing, personally participating in, or ratifying the acts and practices of the same, including the conduct giving rise to the violations described herein.
9. Defendants are each a “supplier,” as they engaged in the business of effecting “consumer transactions” by soliciting “consumers” either directly or indirectly for home improvement

goods and services for a fee, for purposes that were primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C), and (D).

### **STATEMENT OF FACTS**

10. On August 26, 2016, the Attorney General filed a lawsuit against Defendant Dennis W. Benjamin and his former company, Gloryview Windows and More, LLC (“Gloryview Defendants”), alleging violations of the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Home Solicitation Sales Act, R.C. 1345.21 *et seq.* in connection with his provision of home improvement goods and services, including materials and installation for windows and doors. *State ex rel. Attorney General v. Gloryview Windows and More, LLC, et. al.*, Muskingum County Case No. CH2016-0277.
11. In that litigation, the parties reached an agreement and the Court entered a Consent Judgment and Agreed Final Entry and Order (“Consent Judgment”) on May 1, 2017. Defendants agreed to pay \$55,000.08 in consumer damages. A \$50,000.00 civil penalty was assessed and suspended as long as Defendant was in compliance with the agreement.
12. The Gloryview Defendants made payments totaling \$14,800 and stopped making payments in March, 2020. Defendant Benjamin started making payments on this judgment again in late 2025. To date, the Gloryview Defendants owe the Consumer Protection Section of the Ohio Attorney General’s Office \$88,116.68 pursuant to the terms of the Consent Judgment.
13. In the time since the Consent Judgment, Defendant Benjamin has provided home improvement and construction services, including custom doors and windows, to consumers in Ohio, including Delaware County.

14. Defendants solicited and sold home improvement goods and services at the residences of Ohio consumers.
15. Defendant Benjamin signed contracts for Defendants to provide home improvement goods and perform home improvement services on behalf of Defendants.
16. Defendants accepted down payments from consumers for home improvement goods and services.
17. Defendant Benjamin controlled the financial transactions for Defendant Vienna Custom Windows, including receiving deposits and making payments on behalf of Defendant Vienna Custom Windows, Inc.
18. Defendant Benjamin's name is on the bank accounts for Defendant Vienna Custom Windows, Inc.
19. In some instances, after Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services, Defendants failed to deliver the contracted goods and provide the contracted services.
20. In some instances, after receiving payment, Defendants began work under the contract but then failed to complete the work or provide a timely refund.
21. In some instances, Defendants provided shoddy, substandard, or incomplete home repair services to consumers and then failed to correct such services.
22. Defendants did not provide consumers with refunds of deposits paid when Defendants did not perform the contracted work.

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

**COUNT I- FAILURE TO DELIVER**

23. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
24. Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, Ohio Adm.Code 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 II- SHODDY, SUBSTANDARD, OR INCOMPLETE WORK**

25. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in the preceding paragraphs of this Complaint.
26. Defendants committed unfair or 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.
27. 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 available for public inspection pursuant to R.C. 1345.05(A)(3).

**COUNT III- SOLICITING NEW CONSUMER TRANSACTIONS AFTER FAILING TO PAY JUDGMENTS ARISING FROM CONSUMER TRANSACTIONS AS TO DEFENDANT BENJAMIN ONLY**

28. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth

in the previous paragraphs of this Complaint.

29. Defendant Benjamin committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by soliciting and engaging in new consumer transactions while having unsatisfied consumer protection judgments rendered against him.
30. The acts and practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were 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, Ohio Adm.Code 109:4-3-01 *et seq.*
- 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, Ohio Adm.Code 109:4-3-01 *et seq.*
- C. ORDER Defendants, pursuant to R.C. 1345.07(B), to pay actual damages to all consumers injured by the conduct of the Defendants as set forth in this Complaint.
- D. 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).

- E. ISSUE AN INJUNCTION prohibiting Defendants from engaging in business as a supplier in any consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered by this Court, and any other Court in Ohio in connection with a consumer transaction.
- F. GRANT Plaintiff its costs incurred in bringing this action, including but not limited to, the costs 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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