

CLERK OF THE HAMILTON  
CIRCUIT COURT

STATE OF INDIANA )  
 ) SS: IN THE HAMILTON COUNTY SUPERIOR COURT  
COUNTY OF HAMILTON ) CAUSE NO. 29D02-1512-PL-10127

STATE OF INDIANA, )  
 )  
 Plaintiff, )  
 v. )  
 )  
 GREEN FROG RESTORATION LLC, )  
 )  
 and )  
 )  
 JAMES TWADDLE, individually and )  
 doing business as GREEN FROG )  
 RESTORATION LLC, )  
 and )  
 )  
 WANDA VANWINKLE, individually and )  
 doing business as GREEN FROG )  
 RESTORATION LLC, )  
 )  
 Defendants. )

**DEFAULT JUDGMENT AGAINST DEFENDANTS GREEN FROG RESTORATION  
LLC AND WANDA VANWINKLE**

Plaintiff, State of Indiana, by Attorney General Curtis T. Hill, Jr., by Deputy Attorney General Mark M. Snodgrass, having filed its Motion for Default Judgment against the Defendants Green Frog Restoration LLC and Wanda VanWinkle, individually and doing business as Green Frog Restoration LLC, and the Court being duly advised in the premises NOW FINDS the following:

1. The Court has jurisdiction over Defendants Green Frog Restoration LLC and Wanda VanWinkle.
2. The Defendants were properly served with copies of the Plaintiff's Complaint and Summonses, as well as the Plaintiff's Amended Complaint.

3. The Defendants failed to plead or otherwise respond to Plaintiff's Complaint or Amended Complaint within twenty three (23) days of service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** the Motion for Default Judgment against Defendants Green Frog Restoration LLC and Wanda VanWinkle is GRANTED in favor of Plaintiff, State of Indiana, against Green Frog Restoration LLC and Wanda VanWinkle for the following relief:

- a. Defendants Green Frog Restoration LLC and Wanda VanWinkle are permanently enjoined from:
  - i. In the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract which includes at a minimum the following:
    1. the name of the consumer and the address of the residential property that is the subject of the home improvement;
    2. the name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
    3. the date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
    4. a reasonably detailed description of the proposed home improvements;
    5. if the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any

- work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
6. the approximate starting and completion dates of the home improvements;
  7. a statement of any contingencies that would materially change the approximate completion date;
  8. the home improvement contract price; and
  9. signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract, with a legibly printed or typed version of that person's name placed directly after or below the signature;
  10. a statement stating: "You may cancel this contract at any time before midnight on the third business day after you have received written notification from your insurance company that all or any part of the claim or contract is not a covered loss under the insurance policy. See attached notice of cancellation form for an explanation of this right."
- ii. In the course of entering into home improvement transactions, failing to provide a consumer with all required notices of cancellation, in violation of Ind. Code § 24-5-10-9;
  - iii. Committing an unfair, abusive, or deceptive practice or omission, either explicit or implicit, in connection with a consumer transaction, in violation of Ind. Code § 24-5-0.5-3(a);
  - iv. Representing that the subject of a consumer transaction has characteristics, uses or benefits it does not have, which the Defendant knows or should reasonably know

it does not have, specifically stating a home improvement job will be completed and failing to do so, in violation of Ind. Code § 24-5-0.5-3(b)(1);

- v. Representing that the subject of a consumer transaction can be completed within a stated or reasonable period of time, when the Defendant knows or reasonably should know they cannot, specifically by representing a home improvement job will be completed in a stated or reasonable time and fail to do so, in violation of Ind. Code § 24-5-0.5-3(b)(10); and
  - vi. Committing financial exploitation of senior consumers in violation of Ind. Code § 24-4.6-6-5(f)(1).
- b. Consumer restitution, pursuant to Ind. Code §§ 24-5-0.5-4(c)(2) and 24-4.6-6-5(f)(2), payable to the Office of the Attorney General for the benefit of the following consumers in the following amounts:

<u>Consumer Name</u>	<u>Amount</u>
1. Baird, Helen	\$2,100.00
2. Baker, Joe	\$9,314.00
3. Baldwin, Bryan	\$8,470.90
4. Beck, Bradley	\$1,100.00
5. Beshears, David	\$16,204.02
6. Billings, Mark	\$8,718.54
7. Brewer, Mike	\$15,400.00
8. Cannon, Terry	\$609.54
9. Collins, Ricky	\$8,149.96
10. Comer, Jill	\$7,164.27
11. Cunningham, Marie	\$6,629.16
12. Dorsey, James	\$1,048.45
13. Duke, Barbara	\$10,000.00
14. Ebbing, Eric & Melissa	\$15,111.59
15. Elliot, Claire	\$1,572.92
16. Flores, Gabriel	\$3,154.59
17. Foutty, Herbert	\$6,394.25
18. Gibson, Dolores	\$2,000.00
19. Goldsby, Thomas	\$2,711.75

20. Guess, Kenneth	\$6,440.59
21. Hammer, Pamela	\$1,160.77
22. Harper, David	\$19,835.68
23. Herrington, Carol	\$4,000.00
24. Hester, Julia	\$4,221.16
25. Horton, Sandra	\$6,770.59
26. Hostetler, Kenneth	\$6,788.00
27. Huesman, John	\$6,256.63
28. Knabe, William	\$2,500.00
29. Kunkler, Ben	\$6,605.54
30. Lashbrook, Nathan	\$2,000.00
31. Lewis, Earl	\$1,000.00
32. McElyea, Waylon	\$13,000.00
33. McGuire, Audrey	\$2,000.00
34. Miller, Angela	\$6,800.00
35. Mulkey, Wanda	\$2,500.00
36. Nickell, Keith	\$11,984.76
37. Nugent, Cheryl	\$5,894.00
38. Peacock, Wilma	\$544.59
39. Pedigo, Sandy	\$3,164.12
40. Pickett, Judy	\$13,767.13
41. Quinn, Michael & Catherine Coffman	\$2,614.32
42. Rosner, Jason	\$13,000.00
43. Russell, Donald	\$5,742.62
44. Sanchez, Gerardo	\$4,828.16
45. Sanders, Diane	\$8,000.00
46. Scott, Steve & Betty	\$10,858.00
47. Secrets Street, Connie	\$583.99
48. Shrum, Sandra	\$4,240.23
49. Slinkard, Warren	\$4,725.70
50. Smith, John & Leanne	\$1,178.37
51. Smith, Thomas	\$7,427.61
52. Taube, Laura	\$8,934.33
53. Thomas, Robert	\$4,364.30
54. Toney, Jerry	\$4,565.03
55. Turpin, Walter	\$8,061.20
56. Wagner, John	\$8,840.00
57. Weiland, Frank & Dianne	\$12,784.64
58. Weldy, Daniel	\$9,136.07
59. West, Jacqueline	\$727.51

60. White, Jerry	\$3,107.10
61. White, Randy	\$7,000.00
62. Wilburn, David	\$5,381.14
63. Wofford, Heather	\$6,302.95

**Total: \$389,187.82**

- c. Cancellation of all of Green Frog Restoration LLC's unlawful contracts with consumers, pursuant to Ind. Code § 24-5-0.5-4(d), including but not limited to, the consumers listed in Paragraph (b) above.
- d. Treble damages, pursuant to Ind. Code §§ 24-5-0.5-4(c)(3) and 24-4.6-6-5(f)(3), payable to the Office of the Attorney General, for the benefit of the following senior consumers in the following amounts:

<u>Consumer Name</u>	<u>Amount</u>
1. Baird, Helen	\$4,200.00
2. Baker, Joe	\$18,628.00
3. Baldwin, Bryan	\$8,470.90
4. Cannon, Terry	\$609.54
5. Cunningham, Marie	\$13,258.32
6. Dorsey, James	\$2,096.90
7. Duke, Barbara	\$10,000.00
8. Flores, Gabrielle	\$3,154.59
9. Foutty, Herbert	\$12,788.50
10. Gibson, Dolores	\$4,000.00
11. Guess, Kenneth	\$12,881.18
12. Harper, David	\$39,671.36
13. Horton, Sandra	\$13,541.18
14. Hostetler, Kenneth	\$13,567.00
15. Huesman, John	\$12,513.26
16. Kunkler, Ben	\$13,211.08
17. Lewis, Earl	\$2,000.00
18. McGuire, Audrey	\$4,000.00
19. Mulkey, Wanda	\$5,000.00
20. Peacock, Wilma	\$544.59
21. Pickett, Judy	\$27,534.26
22. Sanders, Diane	\$16,000.00


23. Scott, Steve & Betty	\$21,716.00
24. Secrets Street, Connie	\$1,167.98
25. Shrum, Sandra	\$8,480.46
26. Smith, Thomas	\$14,855.22
27. Taube, Laura	\$17,868.66
28. Thomas, Robert	\$8,728.60
29. Toney, Jerry	\$9,130.06
30. Turpin, Walter	\$16,122.40
31. Weiland, Frank & Dianne	\$25,569.28
32. White, Jerry	\$6,214.20
33. Wilburn, David	\$10,762.28

**Total: \$367,523.52**

- e. Costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action, in the amount of six hundred fifty-nine dollars and ten cents (\$659.10).
- f. Civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' sixty-three (63) knowing violations of the Deceptive Consumer Sales Act, in the amount of five thousand dollars (\$5,000.00) per violation, for a total of three hundred fifteen thousand dollars (\$315,000.00).
- g. Civil penalties pursuant to Ind. Code § 24-4.6-6-5(f)(6) for the Defendants' thirty-three (33) violations of the Indiana Senior Consumer Protection Act, in the amount of five thousand dollars (\$5,000.00) per violation, for a total of one hundred and sixty-five thousand dollars (\$165,000.00).
- h. Civil penalties, pursuant to Ind. Code § 24-5-0.5-8, for each of Defendants' sixty-three (63) incurable deceptive acts in the amount of five hundred dollars (\$500.00) per violation, for a total of thirty-one thousand, five hundred dollars (\$31,500.00).

**A total monetary judgment in the amount of one million, two hundred sixty-eight thousand, eight hundred seventy dollars and forty-four cents (\$1,268,870.44), plus injunctive relief, shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Green Frog Restoration LLC and Wanda VanWinkle.**

**SO ORDERED** this 6th day of March, 2017.

  
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Judge, Hamilton County Superior Court

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Distribution to:

Green Frog Restoration LLC  
610 Antietam Dr  
Hagerstown, MD 21742

Michael Denbow  
Zachary Vanvactor  
Stites & Harbison  
400 West Market Street  
Suite 1800  
Louisville, KY 40202-3352

Wanda VanWinkle  
610 Antietam Dr  
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