

STATE OF INDIANA  
IN THE HAMILTON COUNTY SUPERIOR COURT  
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.

**FILED**

NOV 06 2019

*Kerry Ann Williams*  
CLERK  
HAMILTON COUNTY COURTS

**FINAL JUDGMENT AND ORDER  
AGAINST DEFENDANT JAMES  
TWADDLE**

This matter came before the Court on the State's Complaint for Injunction, Restitution, Civil Penalties, and Costs. A Default Judgment was previously entered in this matter on March 6, 2017, in favor of the State against Defendants Green Frog Restoration LLC ("Green Frog") and Wanda Van Winkle. A bench trial was conducted on October 22, 2019, to determine Defendant James Twaddle's liability for his actions undertaken through Green Frog. The State of Indiana appeared by counsel, Deputy Attorneys General Mark M. Snodgrass and Matthew Michaloski. Defendant James Twaddle also appeared. Evidence and argument was submitted and the Court took the matter under advisement. Evidence submitted having been reviewed, the Court finds in

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favor of the Plaintiff, State of Indiana, and against the Defendant, James Twaddle. The Court having heard the evidence and being duly advised in the premises finds as follows:

### **FINDINGS OF FACT**

1. From May 2012, through August 2012, Defendant Twaddle owned and operated Restore-It USA LLC (“Restore-It”) and took payment from Ohio and Kentucky consumers in exchange for repair work to be performed on consumers’ homes.
2. Restore-It took funds from consumers and failed to perform the work as represented.
3. In 2012 and 2013, Defendant Twaddle was indicted in multiple Kentucky and Ohio counties for his role in Restore-It’s failure to perform home repair work as represented.
4. Defendant Twaddle plead guilty in at least five Kentucky and Ohio counties to resolve the criminal charges against him.
5. On June 18, 2013, Defendant Twaddle formed Green Frog with Defendant Wanda VanWinkle and registered Green Frog with the Office of the Indiana Secretary of State.
6. Defendants Twaddle and VanWinkle reached an oral agreement that each would hold a 50% interest in the company and that each would receive \$500 in weekly compensation from the company.
7. Green Frog entered into home improvement contracts with 63 Indiana consumers between May 1, 2014, and March 30, 2015.
8. Green Frog represented to each consumer that it would perform certain home improvements and/or repairs, and the consumers made payments to Green-Frog in the total amount of \$395,490.77.

9. The consumers' payments were deposited into the Green Frog bank account, specifically Chase account 265793072. Green Frog maintained no other bank account.
10. Green Frog failed to perform the improvements and/or repairs as represented to the consumers and Green Frog failed to refund the monies paid by consumers.
11. Green Frog did not have sufficient funds to cover the cost of completing its contracts for home improvements and/or repairs.
12. Defendant Twaddle controlled, managed and ran all operations of Green Frog during the period it entered home improvement contracts with Indiana consumers including setting up the business entity, arranging insurance and bonds, arranging commercial office space, arranging the company's branding and marketing, creating the contracts used with consumers, managing the company's sales and office staff, arranging and managing subcontractors, communicating with consumers, and paying the company's expenses including wages, and other activities associated with running the company.
13. Defendant Twaddle operated under the alias Jim Martin in his interactions with Green Frog's employees and customers to avoid Green Frog's employees and consumers becoming aware of his criminal history in the home improvement business.
14. Defendant Twaddle was to be paid \$500 per week in compensation from Green Frog per an agreement between Green Frog owners Defendant Twaddle and Defendant Van Winkle. Instead, between January 23, 2014 and March 23, 2015, Defendant Twaddle wrote checks to himself from the Green Frog bank account in

the amount of \$119,029.54. Defendant Twaddle signed Defendant Van Winkle's name on the checks.

15. In addition to the checks Defendant Twaddle wrote to himself, Defendant Twaddle also paid, or directed to be paid, his personal legal expenses directly from the Green Frog bank account, including the following:

- a. On October 21, 2013, Defendant Twaddle made a payment of \$2,500 from the bank account of Green Frog to his Ohio attorney, Christopher Minnillo, who represented Defendant Twaddle against criminal charges in Ohio stemming from Restore-It.
- b. On May 19, 2014, Defendant Twaddle made a payment of \$8,066.54 through a cashier's check drawn the bank account of Green Frog to the Grayson County Kentucky Circuit Court to pay consumer restitution relating to his criminal charges stemming from Restore-It.
- c. On May 27, 2014, Defendant Twaddle made a payment of \$20,000 through a cashier's check drawn the bank account of Green Frog to the clerk of the Jefferson County Kentucky Circuit Court to pay consumer restitution relating to his criminal charges stemming from Restore-It.
- d. On June 2, 2014, Defendant Twaddle made a payment of \$4,121.98 from the bank account of Green Frog to Bullit County, KY, to pay restitution relating to his criminal charges stemming from Restore-It.
- e. On August 4, 2014, Defendant Van Winkle paid \$5,000, upon the instructions and direction of Defendant Twaddle, from the bank account of Green Frog to Twaddle's Kentucky attorney to post bail in Larue County,

Kentucky where Defendant Twaddle faced criminal charges related to Restore-It.

- f. On December 9, 2014, Defendant VanWinkle wire transferred \$150,000, upon the instructions and direction of Defendant Twaddle, from the bank account of Green Frog to Defendant Twaddle's Ohio attorney, Christopher Minnillo to pay restitution relating to his criminal charges stemming from Restore-It.
  - g. Defendant Twaddle paid, or directed to be paid, a total of \$189,688.52 from the Green Frog bank account to pay for Defendant Twaddle's restitution and legal fees resulting from criminal charges filed against him in Ohio and Kentucky stemming from Restore-It.
16. Between January 23, 2014 and March 23, 2015, Defendant Twaddle took a total of \$308,718.06 in checks and payments from Green Frog's account for compensation and his personal legal fees, despite his compensation being set at \$500 per week.
17. If Defendant Twaddle had not removed the funds from Green Frog's account, Green Frog would have been able to complete the work the 63 consumers contracted. Thus, Defendant Twaddle is the direct cause of Green Frog's failure to perform consumer work as represented.

### **CONCLUSIONS OF LAW**

18. The Court finds that the cumulative evidence in this case supports the foregoing findings and conclusions, and the Court now incorporates the foregoing findings of fact into its Conclusions of Law.
19. Defendant Twaddle is a "supplier" through his management and work at Green Frog.

20. Defendant Twaddle entered into “consumer transactions” through his management and work at Green Frog.
21. Green Frog’s representations that it would perform certain home improvements for 63 Indiana consumers and failure to perform such work violates Ind. Code § 24-5-0.5-3(b)(1) and (10).
22. Defendant Twaddle is personally liable for the violations of law committed by Green Frog as he was an owner of Green Frog and controlled and directed its affairs. Green Frog’s “corporate form was so ignored, controlled or manipulated that it was merely the instrumentality of another and that the misuse of the corporate form would constitute a fraud or promote injustice,” *Aronson v. Price*, 644 N.E.2d 864, 867 (Ind. 1994) (citation omitted). Specifically Defendant Twaddle’s “use of the corporation to promote fraud, injustice, or illegal activities,” and “payment by the corporation of individual obligations” provides grounds to pierce Green Frog’s corporate veil and hold Defendant Twaddle personally liable for Green Frog’s liabilities. *See Reed v. Reid*, 980 N.E.2d 277, 301 (Ind. 2012) (citing *Aronson* at 867).
23. Additionally, Defendant Twaddle is held directly liable for violations of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(b)(1) and (10), because he knowingly entered a fraudulent scheme and his participation in the unlawful conduct, through control of the operations of Green Frog, made possible the damages suffered by consumers. *See Schmidt Enterprises, Inc. v. State*, 354 N.E.2d 247, 253 (Ind. Ct. App. 1976).

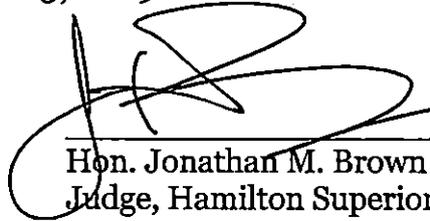
24. The Court finds that the criteria for Defendant Twaddle's liability for the statutory violations alleged by the State of Indiana has been met by a preponderance of the evidence.

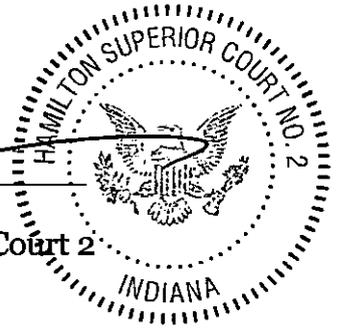
### **JUDGMENT**

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that judgment in favor of the Plaintiff, State of Indiana, and against Defendant James Twaddle is GRANTED for the following relief:

- a. Defendant Twaddle is permanently enjoined under Ind. Code § 24-5-0.5-4(c)(1) from entering into home improvement contracts with Indiana consumers, and is enjoined from owning, operating or managing any home improvement company in Indiana.
- b. Defendant Twaddle is personally and jointly liable for the judgment entered by this Court on March 6, 2017, against Green Frog in the amount of one million, two hundred sixty-eight thousand, eight hundred seventy dollars and forty-four cents (\$1,268,870.44);
- c. The State of Indiana is awarded a 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, and shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant James Twaddle
- d. The Hamilton County Clerk is directed to record this judgment on the record of judgments and orders.

SO ORDERED NOVEMBER 5, 2019

  
Hon. Jonathan M. Brown  
Judge, Hamilton Superior Court 2



**Distribution:**

✓ Mark M. Snodgrass  
Matthew Michaloski  
*Counsel for Plaintiff*  
[Mark.snodgrass@atg.in.gov](mailto:Mark.snodgrass@atg.in.gov)  
[Matthew.Michaloski@atg.in.gov](mailto:Matthew.Michaloski@atg.in.gov)

✓ James Twaddle  
88550 Blue Ridge Rd.  
Hopedale, OH 43976  
[Jim88550@gmail.com](mailto:Jim88550@gmail.com)

✓ Wanda Van Winkle  
Green Frog Restoration LLC  
610 Antietam Dr.  
Hagerstown, MD 21742