

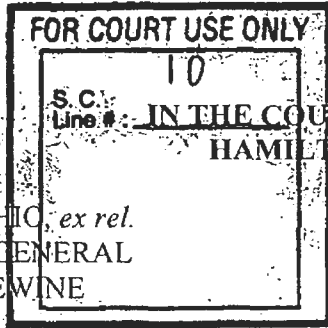
STATE OF OHIO, *ex rel.*  
ATTORNEY GENERAL  
MICHAEL DEWINE

Plaintiff,

v.

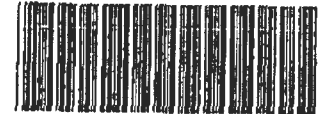
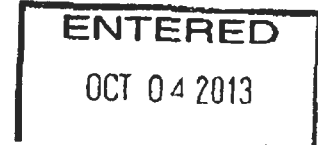
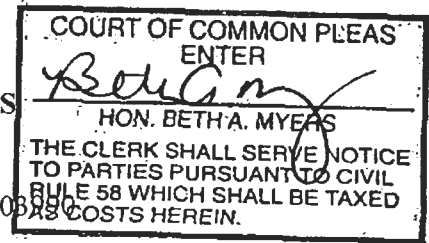
JEFF A. COMBERGER

Defendant.



CASE NO. A 130896

JUDGE MYERS



**ENTRY AND ORDER ADOPTING MAGISTRATE'S DECISION**

Myers, Judge.

This cause came to be heard upon Plaintiff State of Ohio's Motion for Default Judgment Against Defendant Jeff A. Comberger ("Defendant") pursuant to Civ. R. 55(A).

A hearing on damages was held before Magistrate Bachman on August 28, 2013. Plaintiff's Counsel appeared before the Magistrate and presented evidence supporting the default judgment entry, as well as the amount of civil penalties and consumer damages Plaintiff was requesting that the Court assess. Neither the Defendant nor counsel on his behalf appeared.

On August 28, 2013, Magistrate Bachman issued a Magistrate's Decision ("Magistrate's Decision") which granted Plaintiff's motion for default judgment. Magistrate Bachman found that Plaintiff was entitled to \$26,970 in consumer restitution and \$25,000 in civil penalties, as well as court costs, and set forth the following findings of fact and conclusions of law which the court hereby adopts.

**FINDINGS OF FACT**

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

OCT 30 2013

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

1. Defendant is an individual doing business in Ohio as JA Comberger Concrete and had a principle place of business at 425 Sweetbriar Drive, Batavia, OH 45103.
2. JA Comberger Concrete is the name of a business entity which is not registered to do business with the Ohio Secretary of State.
3. Defendant directed and controlled all business activities of JA Comberger Concrete, including the solicitation for sale and sale of home improvement services.
4. Defendant controlled and directed the business activities and sales conduct of JA Comberger Concrete, causing, personally participating in, or ratifying the acts and practices of JA Comberger Concrete as described in the Complaint.
5. Defendant solicited consumers and accepted payments for the repair or construction of various home improvement products within multiple counties in Ohio, including Hamilton County.
6. Defendant solicited and sold home improvement goods and services at the residences of buyers.
7. Defendant does not have a retail business establishment having a fixed permanent location where the goods are exhibited or the services are offered for sale on a continuing basis.
8. Defendant did not notify consumers of their cancellation rights nor did he provide consumers with a notice of cancellation.
9. Defendant accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver those goods and services and has refused to refund consumers' deposits or payments.

10. Defendant performed substandard and shoddy work in the construction and repair of home improvement goods and services.
11. After receiving payment, Defendant would sometimes begin to provide home improvement goods and services, but often failed to complete the work.
12. Defendant's failure to perform contracted home improvement services in a proper manner has resulted in harm to consumers and required the consumers to pay additional money to have the Defendant's work corrected and/or to complete the work Defendant was supposed to do.

#### **CONCLUSIONS OF LAW**

1. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
2. The business practices of Defendant, as described herein and in Plaintiff's Complaint, are governed by the Consumer Sales Practices Act (CSPA), R.C. 1345.01 et seq.
3. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of this state, is the proper party to commence this action under the authority of the CSPA, R.C. 1345.07, and by virtue of his authority to protect the interests of the citizens of the State of Ohio.
4. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting "consumer transactions" by soliciting consumers for the repair, construction, assembly and/or installation of various home improvement products for a fee, within the meaning of R.C. 1345.01(A).
5. Defendant was at all relevant times hereto a "seller" engaged in the business of effecting *home solicitation sales by soliciting and selling home improvements* to "buyers" at the

buyers' personal residences in the State of Ohio, Hamilton County and various other counties, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.21(A) and (E).

6. Defendant committed unfair and deceptive acts and 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 or services and then permitting eight weeks to elapse without making shipment or delivery of the goods or services ordered, making a full refund, advising the consumer 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.
7. Defendant committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by performing substandard work and then failing to correct such work.
8. Defendant committed unfair and deceptive acts and practices in violation of the CSPA and Home Solicitation Sales Act (HSSA) by failing to give proper notice to consumers of their right to cancel their contract by a specific date and by failing to give consumers a cancellation form.
9. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT**

1. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA in the manner set forth therein.

2. Defendant is PERMANENTLY ENJOINED from acting as a "supplier" as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until all consumer restitution ordered to be paid in this matter is satisfied in its entirety.
3. Defendant is ORDERED to cooperate with the Ohio Attorney General or his representative by providing the Ohio Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
4. Defendant is assessed a \$25,000 civil penalty pursuant to R.C. 1345.07. Such payment is immediately due and shall be made by delivering a certified check or money order payable to the "Ohio Attorney General," to:

Consumer Protection Section

30 East Broad Street, 14th Floor

Columbus, Ohio 43215

5. Defendant is liable for consumer restitution in the amount of \$26,970, to be paid to and distributed by the Ohio Attorney General's Office for the following consumers:

Last	First	City	Amount
Collins	Douglas	Amelia	\$9,966
Duffield	Gary	South Lebanon	\$2,480
Kahn-Schneider	Joan	Cincinnati	\$10,587
Parker	Carol	Hamilton	\$897
Simmons	Andrew	Middletown	\$1,700
Woodward	Daniel	Loveland	\$1,340

Such payment is immediately due and shall be made by delivering a certified check or money order payable to the "Ohio Attorney General," to:

Consumer Protection Section

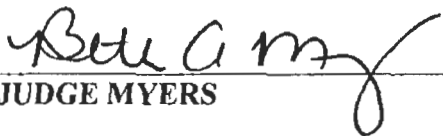
East Broad Street, 14th Floor

Columbus, Ohio 43215

6. Defendant is liable for all costs associated with this action.

Pursuant to Civ. R. 53(D)(3), the time for objecting to the Magistrate's Decision has passed and the Defendant has failed to file objections to the Magistrate's Decision. Therefore, the Court hereby ADOPTS the Magistrate's Decision filed on August 28, 2013.

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
JUDGE MYERS

ENTER

OCT 03 2013

HON BETH A. MYERS

MAGISTRATE

OCT 04 2013

HAS SEEN

Respectfully submitted,

MICHAEL DEWINE  
Attorney General

/s/ Eric M. Gooding  
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*Counsel for Plaintiff State of Ohio*

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*Counsel for Plaintiff State of Ohio*

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Batavia, OH 45103