

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY
GENERAL MICHAEL DEWINE

Plaintiff

v.

MICHAEL COMBS, individually,
Defendant.

Case No. CV 2014 01 0226

Judge Muench-McElfresh

FILED

2014 JUN 17 AM 9:23

MARY L. SWAIN
BUTLER COUNTY
CLERK OF COURTS

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ATTORNEY GENERAL OF OHIO

JUL 07 2014

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

**FINAL ENTRY AND ORDER GRANTING CONSUMER RESTITUTION AND
CIVIL PENALTIES**

On May 12, 2014 the Court granted Plaintiff's Motion for Default Judgment against Defendant Michael Combs and referred this case for a damages hearing scheduled for June 17, 2014. The Default Judgment Order made the following Findings of Fact and Conclusions of Law:

FINDING OF FACTS

1. Defendant is an individual who conducted business in Ohio as Granite Designs and Granite Designs LLC and had a principle place of business at 6625 Dixie Highway, Fairfield, OH 45014.
2. Granite Designs and Granite Designs LLC are the names of business entities not registered to do business with the Ohio Secretary of State.
3. Defendant directed and controlled all business activities of Granite Designs and Granite Designs LLC, including the solicitation for sale and sale of home improvement services.
4. Defendant controlled and directed the business activities and sales conduct of Granite Designs and Granite Designs LLC, causing, personally participating in, or ratifying the acts and practices of them as described herein.

5. Defendant solicited consumers and accepted payments for the repair, construction, and installation of various home improvement products within multiple counties in Ohio, including Butler 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 good 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, installation, and/or repair of home improvement goods and services.
11. 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. This Court has personal jurisdiction over the Defendant pursuant to R.C. 2307.382 because this cause of action arises from the Defendant's business transactions with residents of Ohio.

2. This Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 because the claims in this Complaint arise from consumer transactions subject to R.C. 1345.01 et seq.
3. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(3) because Butler County, Ohio, is a county in which the Defendant conducted activity that gave rise to the State's claim for relief.
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, Butler 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 Consumer Sales Practices Act (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, R.C. 1345.02(A), when he violated the Home Solicitation Sales Act (HSSA), R.C. 1345.23(B), 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.

In the Default Judgment Order, the Court Ordered that:

1. Plaintiff's request for a Declaratory Judgment is hereby granted as Defendant's violations of the CSPA and HSSA occurred as described in the Complaint and in this Order.
2. Defendant Combs, under that name, "Granite Designs or any others, and all persons acting on behalf of Defendant, directly or indirectly, through any corporate or private device, partnership or association, are permanently enjoined from engaging in the acts and practices found by this Court to violate the CSPA and HSSA, and from further violating the CSPA and HSSA.
3. Defendant is permanently enjoined from acting or serving as a Supplier in the home improvement business and from soliciting or engaging in any home improvement consumer transactions in the State of Ohio as a Supplier until the final ordered resolution of this matter is satisfied in its entirety.
4. Defendant shall maintain in his possession and control for a period of five years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendant's solicitation and sale of home improvement services in Ohio.

5. Defendant is liable to all consumers found to have been damaged by his violations of the CSPA and HSSA and shall pay those consumers for their damages in an amount that shall be determined at a damages hearing following the entry of this order.
6. Defendant shall pay a civil penalty in an amount to be determined at a damages hearing following the entry of this order.
7. Defendant shall pay all court costs associated with this matter.

The Plaintiff has submitted a Memorandum in Support of Consumer Damages and Civil Penalties, which included the affidavits of two consumers harmed by Defendant. Based upon that Memorandum and the attached affidavits, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Defendant is assessed a \$15,000 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

2. Defendant is liable for consumer restitution in the amount of \$5,047.80, to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

Last Name	First Name	Address	City	State	Zip	Amount
Kirby	Cindy	5447 SHERRY LN	FAIRFIELD	OH	45014-3392	\$ 2,329.80
Petticrew	Cheri	5971 TIMBER RAIL LN	MASON	OH	45040-9520	\$ 2,718.00

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

The clerk shall send by ordinary mail a copy of the Decision and date of filing of such Decision to the parties (or their attorneys) at the address of service as provided on the attached praecipe, together with the notice that objections to such Decision must be filed with the Court within 14 days of its filing. The fact of such notice shall be indicated in the Judgment Entry presented to the Judge.

6-16-14
DATE

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JUDGE MUENCH-MCELFRESH

~~Objections to the Magistrate's Decision must be filed within fourteen days of the filing date of the Magistrate's Decision. A party shall not assign as error on appeal the court's adoption of any factual finding or legal conclusion, whether or not specifically designated as a finding of fact or conclusion of law under Civ. R. 53(D)(3)(a)(ii), unless the party timely and specifically objects to that factual finding or legal conclusion as required by Civ. R. 53(D)(3)(b).~~

Submitted By:

MICHAEL DEWINE
Attorney General

/s/ Eric Gooding

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