

IN THE COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO

FILED  
2017 DEC -1 PM 3:27  
MARY L. SWAIN  
BUTLER COUNTY  
CLERK OF COURTS

STATE OF OHIO ex rel.  
ATTORNEY GENERAL  
MICHAEL DEWINE

Plaintiff,

v.

JACOB WAGERS, et al.

Defendants.

Case No.: CV 2017 04 0845

Judge Gregory J. Howard

**CONSENT JUDGMENT AND**  
**AGREED FINAL ENTRY**  
**AND ORDER**

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**PREAMBLE**

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General ("Plaintiff") alleging that the Defendants, Jacob Wagers and Premier Claim Solutions, LLC ("Defendants") violated Ohio's Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and its Substantive Rules.

Defendants failed to respond to the Complaint filed against them in the Butler County Court of Common Pleas. Plaintiff then filed a Motion for Default Judgment. The day before the default judgment hearing scheduled for October 17, 2017, the Defendant retained counsel and asked the Court to deny Plaintiff's Motion for Default Judgment. Finding no excusable neglect, the Court denied Defendants' request and granted Plaintiff's Motion for Default. The Court scheduled a hearing to determine damages for November 13, 2017 at 8:00 a.m. The parties have since agreed to settle and resolve the matters herein.

RECEIVED  
ATTORNEY GENERAL OF OHIO

MAR 27 2019

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

By signing this Consent Judgment and Agreed Final Entry and Order (hereinafter "Consent Judgment"), Defendants submit to the personal jurisdiction of this Court, consent to the Court's findings of fact and conclusions of law, consent to the imposition of this Consent Judgment pursuant to R.C. 1345.07(F), and consent to the rights of Plaintiff to enforce this Consent Judgment.

#### **FINDINGS OF FACT**

1. Defendant Jacob Wagers ('Defendant Wagers') is a natural person residing at 6879 Franklin Madison Rd. Middletown, Ohio 45042.
2. Defendant Premier Claims Solutions, LLC ('Defendant Premier') did business at 6879 Franklin Madison Rd. Middletown, Ohio 45042.
3. Defendant Wagers is the owner and operator of Premier Claims Solutions, LLC who controlled and directed the business activities and sales conduct of Defendant Premier causing, personally participating in, or ratifying the acts and practices of Defendant Premier, as described herein and in the Complaint.
4. At all times relevant to this action, Defendants have been engaged in the business of advertising, soliciting, offering for sale, and selling goods and services to consumers.
5. Defendants solicited and sold home improvement goods and services at the residences of buyers.
6. Defendants did not provide consumers with the proper notice of cancellation in their contracts.
7. Defendants accepted monetary deposits from consumers for the purchase of home improvement goods and services and failed to deliver some or all of those goods and services within eight weeks.

8. Defendants failed to refund some consumers' deposits or payments despite consumers' requests for refunds.
9. After receiving payment, Defendants sometimes began work but failed to complete the work.
10. Defendants' failure to perform services in a proper manner has resulted in harm to consumers.
11. In some instances, Defendants collected full payments and/or deposits from consumers but Defendants did not do any work.
12. In some instances, Defendants performed partial work, did not timely complete the work, and the work performed was shoddy in nature and required a new contractor to fix the substandard work.
13. Defendants continued to engage in consumer transactions while having unsatisfied judgments and legal obligations arising out of previous consumer transactions.

#### **CONCLUSIONS OF LAW**

14. Plaintiff is the proper party to commence these proceedings under the authority vested in him by R.C. 1345.07.
15. The actions of Defendants described above have occurred in Butler County and various other counties and are in violation of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules, O.A.C. 109:4-3-01 et seq.
16. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
17. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3) in that Butler County, Ohio is the county in which Defendant Wagers resides, where he has his

principal place of business, and where he conducted some of the transactions complained of in the Complaint.

18. Defendants are “supplier(s)” as defined in R.C. 1345.01(C) since Defendants were, at all times relevant hereto, engaged in the business of effecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the state of Ohio for purposes that were primarily for personal, family, or household use, within the meaning specified in R.C. 1345.01(A).
19. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02, and the Failure to Deliver Rule, O.A.C. 109:4-309(A)(2), by accepting money from consumers for goods and services and permitting eight weeks to elapse without delivering the promised goods or services or making a full refund.
20. Defendants committed unfair and 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.
21. Defendants have committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by engaging in consumer transactions while having unsatisfied judgments and legal obligations arising out of previous consumer transactions.

### **ORDER**

#### **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of law violate the CSPA, R.C. 1345.01 et seq., in the manner set forth in this Consent Judgment.

B. Defendants are PERMANENTLY ENJOINED from soliciting consumers either directly or indirectly and entering into contracts for home remodeling and repair services for a fee.

C. Defendants are ORDERED to pay \$5,932.88 to the State to be used for payment of the consumer damages. Payment of this monetary amount shall be made in the following manner:

- 1) One payment of \$494.37 due at the time of signing of this contract;
- 2) Eleven consecutive monthly installments of 494.41, totaling \$5,438.51 beginning on January 15, 2018 and due on the 15th of each successive month, continuing until all eleven payments are made;
- 3) Each separate payment shall be made by delivery of a certified check or money order, payable to the "Ohio Attorney General's Office," delivered to the following address:

Finance Assistant  
Consumer Protection Section  
Ohio Attorney General's Office  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

D. Defendant is ORDERED to pay Twenty Five Thousand Dollars (\$25,000.00) to the State Consumer Protection Enforcement Fund. Twenty Thousand Dollars (\$20,000.00) shall be suspended upon successful completion of payment of consumer restitution as set forth in Paragraph C. Payment of this monetary amount shall be made in the following manner:

- 1) One payment of \$416.63 due on January 15, 2019.

- 2) Eleven consecutive monthly installments of \$416.67, totaling \$4,583.37 beginning on February 15, 2019 and due on the 15th of each successive month, continuing until all 11 payments are made;
- 3) Each separate payment shall be made by delivery of a certified check or money order, payable to the "Ohio Attorney General's Office," delivered to the following address:

Finance Assistant  
Consumer Protection Section  
Ohio Attorney General's Office  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, Ohio 43215

- E. It is further ORDERED that if the Defendants fail to deliver any payment due hereunder to Plaintiff in accordance with the payment schedule ordered herein, all remaining payments shall immediately become due and payable hereunder.
- F. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due pursuant to Paragraphs C and D or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation created by the acceleration provision in Paragraph E of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- G. It is further ORDERED that in the event Plaintiff must initiate legal action or incur any costs to compel the Defendants to abide by this Consent Judgment, Defendants shall be liable to the Plaintiff should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorney's fees and investigatory costs.


- H. It is hereby ORDERED that this Consent Judgment does not resolve or preclude any investigation or enforcement action against Defendants for occurrences which are not the subject matter of this Consent Judgment, or which may transpire after the filing of the Consent Judgment, under any authority granted to the Ohio Attorney General. This Consent Judgment only resolves the issues relating to the allegations brought forth in the civil complaint filed by the Plaintiff in this matter.
- I. Defendants are ORDERED to pay all court costs.
- J. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.
- K. The Court hereby vacates its Final Judgment Entry and Order of October 19, 2017.

IT IS SO ORDERED.

DATE

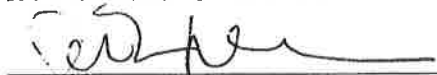
11/30/17

JUDGE HOWARD



APPROVED AND AGREED TO BY:

PLAINTIFF  
MICHAEL DEWINE  
ATTORNEY GENERAL OF OHIO




JENNIFER MILDREN (0087564)  
Assistant Attorney General  
Consumer Protection Section  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, OH 43215  
Phone- 6140466-8235  
Fax- 866-594-1585  
[Jennifer.mildren@ohioattorneygeneral.gov](mailto:Jennifer.mildren@ohioattorneygeneral.gov)  
*Counsel for Plaintiff*

11/28/17

DATE

**DEFENDANTS**

  
\_\_\_\_\_  
JACOB WAGERS

6879 Franklin Madison Rd.  
Middletown, OH 45042

11/29/17  
\_\_\_\_\_  
DATE

  
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PREMIER CLAIMS SOLUTIONS,

LLC by Jacob Wagers  
6879 Franklin Madison Rd.  
Middletown, OH 45042

11/29/17  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
TYRONE P. BORGER (0083274)

Kirby, Thomas & Brandenburg  
24 Remick Blvd

Springboro, OH 45066

Tborger-law@cinci.rr.com

*Counsel for Defendants*

11/29/17  
\_\_\_\_\_  
DATE