

1 THOMAS C. HORNE
2 Attorney General
3 Firm Bar No. 14000
4 CHERIE L. HOWE
5 Assistant Attorney General
6 Consumer Protection & Advocacy Section
7 State Bar No. #13878
8 1275 West Washington Street
9 Phoenix, Arizona 85007
10 Telephone: (602) 542-3725
11 FAX: (602) 542-4377
12 consumer@azag.gov
13 Attorneys for State of Arizona

14
15 **ARIZONA SUPERIOR COURT IN AND FOR THE**
16 **COUNTY OF MARICOPA**

17 STATE OF ARIZONA, ex rel. THOMAS
18 C. HORNE, ATTORNEY GENERAL,

19 Plaintiff,

20 vs.

21 RAY EDWARD BORNERT,

22 Defendant.

No. CV1992- 007833

**PETITION FOR ORDER TO SHOW
CAUSE REGARDING CONTEMPT**

(Assigned to the Hon. Arthur Anderson)

23 The State of Arizona, *ex rel* Thomas C. Horne, Attorney General, hereby
24 Petitions the Court for an Order to Show Cause Regarding Contempt pursuant to Ariz.
25 R. Civ. P., Rule 65(j), ordering Defendant to appear and show cause why he should not
26 be held in contempt for willful violations of the Consent Judgment approved by the
27 Court on November 8, 1993 and filed by the Clerk of Court that same date, a copy of
28 which is attached hereto as Exhibit 1.

///

///

///

///

1 This Court has continuing jurisdiction to consider this Petition pursuant to the
2 Consent Judgment¹ and A.R.S. § 44-1532, which states:

3 A person who violates any order or injunction issued pursuant to
4 this article shall forfeit and pay to the general fund of the state of
5 Arizona a civil penalty of not more than twenty-five thousand
6 dollars per violation. For the purposes of this section, the
7 superior court in the county issuing any order or injunction shall
8 retain jurisdiction, and the cause shall be continued. In such
9 cases, the Attorney General acting in the name of the state may
10 petition for recovery of civil penalties.

11 MEMORANDUM OF POINTS AND AUTHORITIES

12 **I. Background**

13 The State of Arizona ("State") filed a complaint against the Defendant and others
14 in 1993, alleging numerous violations of the Arizona Consumer Fraud Act, the Arizona
15 Home Solicitation and Referral Sales Act, and the Arizona Racketeering Act. The
16 State's lawsuit stemmed from the deceptive marketing and sale of radiant barriers, *i.e.*,
17 devices consisting of a layer of reflective material (such as aluminum foil or sheeting)
18 that are placed in an airspace to block radiant heat transfer between a heat radiating
19 surface and a heat absorbing surface.²

20 The Defendant, Ray Bornert, consented to judgment against him as resolution of
21 the State's lawsuit by agreeing to the findings of fact, conclusions of law, and Order of
22 the attached Consent Judgment, including the permanent injunction prohibiting him
23 from "... engaging in the sale or marketing of K-Shield or any type of radiant barrier in
24 the State of Arizona or to Arizona consumers."³

25 ¹ Exhibit 1, p. 15, ¶ 23.

26 ² Exhibit 1, p. 3, ¶ 5.

27 ³ Exhibit 1, p. 10-11, ¶ 1.

1 **II. Violations of the Consent Judgment**

2 In 2010 and 2011, the Defendant ordered and sent over 17,000 direct mailers
3 from a third-party mailing and list service to persons over the age of 60 years old in the
4 Arizona communities of Sun Lakes, Sun City, Casa Grande, and Sierra Vista.⁴ The
5 mailers announced “free lunch” seminars at which the Defendant marketed a radiant
6 barrier called the Ultra Star Shield that he claimed would result in energy savings of
7 40%-60%.⁵ The Defendant also represented during the seminars that the Ultra Star
8 Shield had been developed by NASA.⁶ During the “free lunch” seminars the Defendant
9 directed and/or conducted demonstrations of the Ultra Star Shield by shining a heat
10 lamp directly on ceiling insulation and then shining a heat lamp directly on ceiling
11 insulation covered with Ultra Star Shield, creating a falsely dramatic temperature
12 differential that could lead one to believe that the installation of the Ultra Star Shield
13 would dramatically reduce energy bills.⁷

14 The Defendant’s advertising of the Ultra Star Shield radiant barrier and other
15 products through his “free lunch” seminars gave rise to a criminal charge of advertising
16 without a contractor’s license to which he plead guilty in Cochise County in September,
17 2011.⁸

18
19
20 ⁴ Exhibit 2, pp. 3-5 (Registrar of Contractors investigative report).

21 ⁵ Exhibit 3, ¶ 4 (Affidavit of Special Agent Frank Curatola).

22
23 ⁶ Exhibit 2, p. 3; Exhibit 3, ¶ 4.

24 ⁷ Exhibit 1, p. 7, ¶ 23; Exhibit 3, ¶ 4.

25
26 ⁸ Exhibit 4 (Statement of Probable Cause); Exhibit 5 (Criminal Complaint), and; Exhibit
27 6 (Plea Agreement).


1 In addition to marketing radiant barriers at his live "free lunch" seminars, the
2 Defendant, d/b/a Americas Best.Com, LLC, marketed the Ultra Star Shield radiant
3 barrier on the internet at www.abcomllc.com as recently as July, 2011.⁹

4 **III. Relief Sought**

5 The State respectfully requests that the Court order the Defendant to appear and
6 show cause why he should not be held in contempt for violations of the November 8,
7 1993 Consent Judgment and be ordered to pay the State civil penalties for each
8 violation.

9 DATED this 24th day of January, 2012.

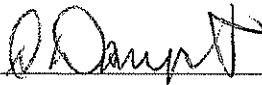
10 THOMAS C. HORNE, Attorney General

11
12 BY: 
13 Cherie L. Howe
14 Assistant Attorney General
15 Attorneys for Plaintiff

16 Document electronically transmitted
17 to the Clerk of the Court for filing using
18 AZTurboCourt this 24th day of January, 2012.

19 COPY of the foregoing hand-delivered
20 this 24th day of January, 2012 to:

21 The Honorable Arthur Anderson
22 Maricopa County Superior Court
23 East Court Building-511
24 101 W. Jefferson
25 Phoenix, AZ 85003

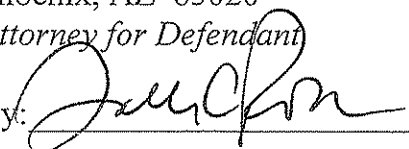
26 By: 
27
28

⁹ Exhibit 3, ¶ 5; Exhibit 7 (Americas Best Dot Com, LLC website printout).

1 COPY of the foregoing mailed,
2 with a COPY of the executed Order to Show Cause,
3 this 24th day of January, 2012, to:

4 Ray Bornert
5 9327 W. Clara Lane
6 Peoria, AZ 85382
7 *Defendant*

8 William F. Hyder, Esq.
9 7301 N. 16th St., Suite 103
10 Phoenix, AZ 85020
11 *Attorney for Defendant*

12 By: 
13 _____

14 Doc.2550250

15

16

17

18

19

20

21

22

23

24

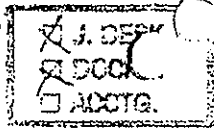
25

26

27

28

Exhibit 1



FILED
11-8-93 8:20a
JIMMY ALLEN, CLERK
By D. Robertson
Deputy

7278C/CPA92-120

GRANT WOODS, Attorney General
H. LESLIE HALL, Chief Counsel, #003793
Consumer Protection & Antitrust Section
THOMAS I. McCLODY, #003674
HUGH HEGYI, #09473
Assistant Attorneys General
Attorneys for Plaintiff
Department of Law Building, Room 259
1275 West Washington Street
Phoenix, Arizona 85007

Telephone: (602) 542-3702

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

STATE OF ARIZONA, ex rel. GRANT
WOODS, Attorney General,

Plaintiff,

vs.

HOME CRAFTSMAN COMPANY, INC., an
Arizona corporation, RAY EDWARD
BORNERT, RUTH ELLEN BORNERT,
husband and wife, and SALVADOR
JACK LEVANTINO,

Defendants.

NO. CV 92-07833

CONSENT JUDGMENT AND
PERMANENT INJUNCTION AS
TO HOMECRAFTSMAN COMPANY,
RAY EDWARD BORNERT, AND
RUTH ELLEN BORNERT

(Assigned to Hon.
Michael A. Yarnell)

The State of Arizona has filed a complaint alleging violations of Arizona Consumer Fraud Act, A.R.S. § 44-1521 et seq., the Arizona Home Solicitation and Referral Sales Act, A.R.S. § 44-5001 et seq., and the Arizona Racketeering Act, A.R.S. § 13-2301 et seq. Defendants Home Craftsman Company, Inc., Ray Edward Bornert and, Ruth Ellen Bornert have been duly served a copy of the Summons and Complaint and they admit that the Court has jurisdiction over this matter. The defendants have been fully advised of their right to trial and have waived

1 this right. The defendants further consent to the entry of
2 this judgment and admit that the following findings of fact
3 and conclusions of law are correct to the extent provided
4 below. Accordingly, the Court makes the following findings of
5 fact and conclusions of law and enters the following order.

6 FINDINGS OF FACT AS TO

7 DEFENDANTS HOMECRAFTSMAN COMPANY, INC.,

8 AND RAY EDWARD BORNERT

9 1. Plaintiff is the State of Arizona, ex rel Grant
10 Woods, the Attorney General (the "State").

11 2. Defendant Home Craftsman Company, Inc.
12 ("Homecraftsman") is an Arizona corporation doing business in
13 Arizona. Homecraftsman is currently located at 4601 North
14 Black Canyon Highway, Phoenix, Arizona 85015, and is in the
15 business of marketing and installing radiant barriers among
16 other products.

17 3. Defendant Ray Edward Bornert ("Bornert") is the
18 general manager of Homecraftsman.

19 4. Defendant Ruth Ellen Bornert is married to
20 Bornert. Defendant Ruth Ellen Bornert is the president and
21 sole shareholder of Homecraftsman.

22 FINDINGS OF FACT AS TO DEFENDANT HOMECRAFTSMAN, INC.

23 AND RAY EDWARD BORNERT

24 Defendants Homecraftsman Company, Inc. and Ray Bornert
25 further admit the following findings of fact are true and
26 conclusions of law are correct.

1 5. Homecraftsman, marketed and sold radiant barriers
2 to Arizona homeowners. A radiant barrier is a layer of
3 reflective material such as aluminum foil or sheeting placed in
4 an airspace to block radiant heat transfer between a
5 heat-radiating surface and a heat absorbing surface.

6 7. The radiant barrier marketed by Defendants is
7 called K-Shield and is comprised of aluminum foil pressed on to
8 two sides of Kraft paper.

9 8. Homecraftsman installed K-Shield by affixing it
10 over the insulation in the attic of a purchaser's home.
11 K-Shield is, therefore, intended only to block radiant heat
12 transfer between the roof and the insulation in the purchaser's
13 attic and will have no effect on the cooling load created by
14 sources other than the roof; this fact is not disclosed to
15 perspective purchasers.

16 9. Placing a radiant barrier directly on top of
17 insulation permits dust and other particles to accumulate on
18 the foil surface and will negate some of the radiant barrier
19 effect over time if not regularly maintained.

20 10. Homecraftsman utilized telemarketing employees to
21 contact potential customers and offer free radon gas testing
22 kits, motion alarms, or personal misting cooling systems to
23 persons who would permit a representative of Homecraftsman to
24 conduct an in-home demonstration of a "product called radiant
25 barrier". The free gifts were obtained by Homecraftsman for a
26 cost of no more than \$5.00 to \$8.00 per item.

1 11. Homecraftsman's telemarketers told consumers that
2 they got paid for conducting demonstrations, that the free gift
3 was in exchange for the potential customer's opinion on the
4 product being demonstrated and/or the free gift being provided,
5 and that the customer's opinions would benefit them for their
6 reports. In fact, Homecraftsman's telemarketers did not
7 conduct demonstrations and Homecraftsman was not paid to
8 conduct surveys and collect data for use in market research.

9 12. Homecraftsman's telemarketers got paid an hourly
10 wage plus \$10.00 for every demonstration they arranged (\$25.00
11 if said demonstration resulted in a sale to the potential
12 customer). Homecraftsman generally did not forward the
13 potential customer's opinions on either the free gift or
14 K-Shield to the manufacturer and did not issue any report
15 relating to the potential customer's opinions about said
16 products.

17 13. Once a potential customer agreed to an in-home
18 product demonstration, Homecraftsman dispatched a commissioned
19 sales representative to the potential customer's residence to
20 sell K-Shield, usually with a package of other products.
21 Homecraftsman's sales representatives were compensated on a
22 commission only basis and received no compensation for a
23 "demonstration" that did not result in a sale to a potential
24 customer. In at least some instances, however, sales
25 representatives have falsely represented to the potential
26 customers during their demonstrations that they made no

1 commission on the sale of K-Shield and got paid the same amount
2 regardless of whether their demonstration resulted in a sale.

3 14. During their "demonstrations", Homecraftsman's
4 sales representatives did, on occasion, represent that the
5 potential customer was eligible for a "factory sponsored"
6 sale. In fact, there was no "factory sponsored" sale nor was
7 there any other independent entity that was sponsoring the sale
8 or installation of K-Shield.

9 15. In at least some instances, Homecraftsman, by and
10 through its sales representatives, has represented to consumers
11 that their residence was selected for a special sale (often the
12 same as the factory sponsored sale) for the purported goal of
13 attracting other persons in the area to purchase their products
14 (at the standard price). In fact, the potential customer's
15 residence was not selected for a special sale and virtually all
16 of Homecraftsman's customers received the same "special" price.

17 16. Homecraftsman, by and through its sales
18 representatives, represented that to qualify for the "special"
19 price, potential customers could not disclose the price they
20 received, and were asked to write letters describing their
21 experience with K-Shield for use in Homecraftsman's sales
22 efforts to other potential purchasers, had to accept phone
23 calls from other potential customers regarding their experience
24 with K-Shield, and had to make their purchase decision that
25 day. The special price was significantly less than the
26 purported "retail" or standard price and Homecraftsman sold

1 virtually no products at their purported retail or standard
2 price. The referenced "special" sale price was available the
3 day of the sale regardless of compliance with the enumerated
4 conditions.

5 17. After a potential customer had agreed to purchase
6 K-Shield, Homecraftsman would often arrange to install K-Shield
7 prior to the expiration of the three-day cooling off period
8 required by A.R.S. § 44-5001 et seq.

9 18. The average contract price for each package of
10 products including K-Shield sold by Homecraftsman to a
11 potential customer was approximately \$3,100.00. A majority of
12 these contracts were financed and Homecraftsman assisted the
13 potential customers in obtaining said financing. Homecraftsman
14 has sold and installed K-Shield in at least 1,500 homes in
15 Arizona.

16 19. Homecraftsman, by and through its sales
17 representatives, has in the past offered purchasers of K-Shield
18 a commission or rebate for each telephone call they received
19 from a new potential customer that resulted in the purchase of
20 K-Shield by that potential customer. This rebate is in
21 addition to the purported "discount" or special price available
22 to customers for following the criteria listed in paragraph 16
23 herein. The referral fee was expressly contingent upon the new
24 potential customer's purchase.

25 20. Homecraftsman, by and through its sales
26 representatives, has represented that the combination of the

1 special price being offered on K-Shield, the potential
2 insurance savings available from the installation of K-Shield,
3 the energy savings realized resulting from the installation of
4 K-Shield and/or the referral sales commissions available from
5 assisting in the sale of K-Shield to others, results in the
6 product paying for itself over a short period of time.
7 Homecraftsman made these representations even where the
8 purchase was financed. In fact, any energy savings realized
9 through purchase of products at prices charged by Homecraftsman
10 would not result in products paying for themselves over short
11 period of time.

12 21. Homecraftsman, by and through its sales
13 representatives, has made excessive claims regarding energy
14 savings, including claims that a potential customer should save
15 between 25% - 45% on their energy bill once K-Shield is
16 installed.

17 22. Homecraftsman, by and through its sales
18 representatives, has misrepresented the findings of specific
19 radiant barrier tests to create a false perception that their
20 excessive energy saving claims are somehow "substantiated".

21 23. Homecraftsman, by and through its sales
22 representatives, utilizes a demonstration kit which consists of
23 shinning a heat lamp directly on insulation and then shinning
24 the heat lamp directly on insulation covered with K-Shield in
25 an open air space. This demonstration creates a falsely
26 dramatic temperature differential which deceives potential

1 purchasers into believing that the installation of K-Shield
2 will dramatically decrease their energy bills.

3 24. Homecraftsman, by and through its sales
4 representatives, has represented to consumers that K-Shield,
5 and/or aluminum radiant barriers similar to K-Shield, were
6 developed by NASA and have been utilized in the space program.
7 NASA did not develop K-Shield or products substantially similar
8 to K-Shield and Homecraftsman's representations are
9 unsubstantiated.

10 25. Homecraftsman, by and through its sales
11 representatives, has represented to consumers that several well
12 known companies use K-Shield and/or radiant barrier including,
13 without limitation, International Business Machines, Corp.
14 (IBM), Safeway, Inc., Ford Motor Company, the Home Depot, and
15 the Price Club. These companies have not purchased products
16 from the Homecraftsman and have not installed a radiant barrier.

17 26. Homecraftsman, by and through its sales
18 representatives, has represented that they have had no
19 complaints filed against them with the Better Business Bureau
20 ("BBB") or the Arizona Registrar of Contractors and/or that all
21 of their customers are satisfied with Homecraftsman.
22 Homecraftsman would also utilize letters obtained from
23 potential customers receiving commissions, or from potential
24 customers who otherwise believed that said letters were
25 necessary to obtain a "special price", in their marketing
26 effort. In fact, Homecraftsman has had complaints filed

1 against them with the BBB and Registrar of Contractors, has
2 received complaints directly from customers alleging they were
3 not receiving promised energy savings and Homecraftsman is, and
4 was, aware of customer dissatisfaction with both its business
5 practices and product.

6 27. Homecraftsman, by and through its sales
7 representatives, has, on occasion, represented that the
8 installation of K-Shield would prevent or retard the spread of
9 fire in a home and that, because of these purported fire
10 retardant characteristics, insurance companies were likely to
11 give a homeowner that has K-Shield installed in their home a
12 discount on their insurance. In fact, no insurance discount
13 was likely, and K-Shield simply meets code requirements.

14 28. Ray Bornert knew or should have known his
15 employees made the representations and engaged in the practices
16 described above.

17 CONCLUSIONS OF LAW

18 29. Homecraftsman's sales of K-Shield in Arizona
19 wherein any part of the purchase price was payable in
20 installments or where Homecraftsman assisted the consumer in
21 obtaining a loan for the consumer to pay the purchase price,
22 are "home solicitation sales" as defined by A.R.S. § 44-5001.

23 30. Homecraftsman has effectively abrogated the
24 cancellation rights mandated by A.R.S. § 44-5004 by installing
25 K-Shield prior to the expiration of the customers three day
26 cancellation period and therefore any home solicitation sale

1 made or executed by or on behalf of Homecraftsman, in which
2 installation of K-Shield was initiated prior to the three-day
3 cancellation period mandated by A.R.S. Sec. 44-5004, is not
4 effective and, therefore, void pursuant to A.R.S. Sec. 44-5004
5 as to Homecraftsman.

6 31. Homecraftsman's offer to pay commissions,
7 discounts or rebates to purchasers of K-Shield in consideration
8 of the purchaser aiding Homecraftsman in making a sale to
9 another person is a violation of A.R.S. § 44-5003 and any sale
10 made in respect to which any such commission, discount or
11 rebate was offered, including without limitation, any
12 "sponsored sale" shall be voidable at the option of the buyer
13 as to Homecraftsman.

14 32. The above described actions by Homecraftsman
15 constitute deception, deceptive acts and practices, fraud,
16 false pretenses, false promises and concealment, suppression or
17 omission of material facts with the intent that others rely
18 upon such concealment, suppression or omission, in violation of
19 A.R.S. § 44-1522(A).

20 33. While engaging in the acts and practices set
21 forth herein, Homecraftsman was at all times acting willfully
22 as defined by A.R.S. § 44-1522(B).

23 ORDER

24 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
25 that defendants Home Craftsman Company, Inc., and Ray Edward
26 Bornert, and their officers, agents, servants, employees,

1 attorneys and all those in active concert or participation with
2 them, are permanently enjoined, directly or indirectly, from:

3 1. Engaging in the sale or marketing of K-Shield or
4 any type of radiant barrier in the State of Arizona or to
5 Arizona consumers.

6 2. Offering to pay any commissions, rebates or
7 monies of any kind to any purchaser or potential purchaser, of
8 any products offered by the Homecraftsman.

9 3. Installing any products sold by the Homecraftsman
10 within three business days of the purchaser's agreement to
11 purchase said products.

12 4. Falsely representing that the Homecraftsman, or
13 their representatives, are paid to demonstrate Homecraftsman's
14 products, to collect opinions or to issue reports relating to
15 any demonstration or opinion.

16 5. Falsely representing that Homecraftsman's or
17 their agents or employees are not paid a commission from the
18 sale of Homecraftsman's products or otherwise representing that
19 they are paid the same amount regardless of whether a
20 demonstration results in a sale.

21 6. Falsely representing that a particular sale or
22 installation is sponsored by any factory, person or entity.

23 7. Falsely representing that a potential purchaser
24 is receiving a price on Homecraftsman products that is not
25 available to other purchasers.
26

8. Falsely representing that a potential purchaser or a potential purchaser's residence, has been selected for a special price on Homecraftsman products.

9. Falsely representing that a quoted price is only available if a purchase decision is made that day or otherwise significantly raising the price on Homecraftsman's products if a potential purchaser does not wish to make an immediate purchase decision.

10. Falsely representing the existence of any standard price or value for products being offered by Homecraftsman unless those products are regularly, commercially sold by Homecraftsman for the price specified.

11. Falsely representing that Homecraftsman's products, or products similar to Homecraftsman's products, were developed by NASA or otherwise using the NASA name in any sales presentation.

12. Falsely representing either explicitly or implicitly that any energy savings realized through the purchase or installation of Homecraftsman's products will cover the cost of the products being sold, unless Homecraftsman has specific evidence to substantiate that these products will save the purchaser enough money to cover the cost of purchase within ten years of purchase. Homecraftsman shall, however, identify in writing the evidence they believe substantiates any such representation to the Office of the Arizona Attorney General fifteen (15) days prior to making any such representation.

1 13. Falsely representing that the purchase of
2 Homecraftsman's products is economical or cost justified.
3 Homecraftsman shall identify the evidence they believe
4 substantiates any "cost justification" claim to the Office of
5 the Arizona Attorney General fifteen (15) days prior to making
6 any "cost effectiveness" related representation.

7 14. Falsely representing that Homecraftsman's
8 products, or products similar to Homecraftsman's products, are
9 or were purchased or utilized by any specified persons or
10 entities. This provision does not prevent Homecraftsman from
11 making accurate representations regarding persons or entities
12 that actually purchased Homecraftsman's products from
13 Homecraftsman.

14 15. Falsely representing that there are no complaints
15 filed against Homecraftsman or otherwise representing that all
16 of their customers are satisfied. This paragraph, however,
17 does not preclude Homecraftsman from reasonably and responsibly
18 responding to questions proffered by customers concerning
19 previous satisfaction in a manner consistent with the
20 Homecraftsman's good faith beliefs concerning the status of the
21 alleged complaints and/or customer satisfaction.

22 16. Falsely representing that Homecraftsman's
23 products have flame retardant characteristics or otherwise
24 representing that the installation of Homecraftsman's products
25 make a purchaser's home safer. This paragraph, however, does
26 not preclude Homecraftsman from reasonably and responsibly

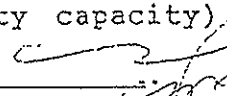
1 responding to questions proffered by customers relating to
2 their products meeting code requirements regarding flame
3 retardant characteristics.

4 17. Falsely representing that the sale or
5 installation of Homecraftsman's products may reduce a potential
6 purchaser's insurance costs.

7 18. Falsely representing that the sale or
8 installation of Homecraftsman's products will or may result in
9 any specified energy savings to the potential customer.

10 19. Utilizing any models or demonstration kits that
11 falsely demonstrate how Homecraftsman's products will work in a
12 potential purchaser's home or which a reasonable potential
13 purchaser may perceive to demonstrate how Homecraftsman's
14 product would work in their homes.

15 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

16 20. The Plaintiff, State of Arizona, is awarded
17 judgment against Defendant Homecraftsman Company, Inc., Ray
18 Bornert, and Ruth Bornert (solely in her community capacity)
19 for restitution in the sum of 224,176 ⁷⁸/₁₀₀ 

20 21. The Plaintiff, State of Arizona, is awarded
21 judgment against Defendants Homecraftsman Company, Inc., Ray
22 Bornert and Ruth Bornert for reasonable costs, attorney's fees,
23 and penalties in the sum of Twenty Five Thousand (\$25,000.00)
24 Dollars.

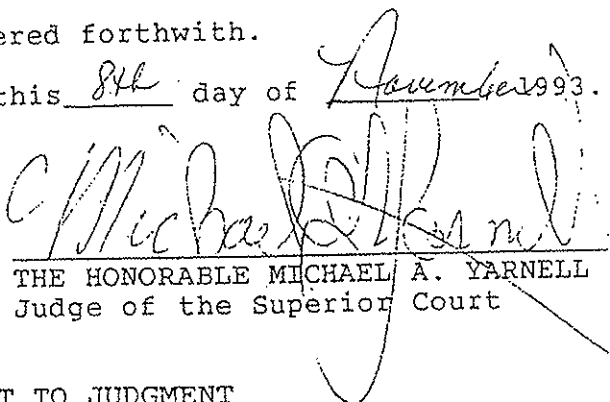
25 22. Nothing in this judgment shall be construed as an
26 approval by the State or by this Court of the Defendants' past,

1 present or future conduct, and the Defendants are enjoined from
2 directly or indirectly representing anything to the contrary.

3 23. Jurisdiction is retained by this Court for the
4 purpose of entertaining an application by the Plaintiff for the
5 enforcement of this judgment.

6 24. Pursuant to Rule 54(b) of the Arizona Rules of
7 Civil Procedure, the Court has determined that there is no just
8 reason for delay and it is therefore directed that judgment as
9 provided herein shall be entered forthwith.

10 DONE IS OPEN COURT this 8th day of November 1993.

11
12 
13 THE HONORABLE MICHAEL A. YARNELL
14 Judge of the Superior Court

15 CONSENT TO JUDGMENT

16 1. The Defendants RAY EDWARD BORNERT, RUTH ELLEN
17 BORNERT and HOMECRAFTSMAN COMPANY, INC. hereby acknowledge that
18 they have been served a copy of the Summons and Complaint and
19 have read the foregoing Findings of Fact, Conclusions of Law
20 and Order and are aware of their right to a trial in this
21 matter and have waived the same.

22 2. The Defendants RAY EDWARD BORNERT, RUTH ELLEN
23 BORNERT and HOMECRAFTSMAN COMPANY, INC. admit the jurisdiction
24 and admit the foregoing Findings of Fact and Conclusions of Law
25 and consent to the entry of the foregoing Consent Judgment.
26

3. The Defendants RAY EDWARD BORNERT, RUTH ELLEN BORNERT and HOMECRAFTSMAN COMPANY, INC. state that no promise of any kind or nature whatsoever was made to them to enter into this Consent Judgment and declare that they have entered into this Consent Judgment voluntarily.

4. The Defendants RAY EDWARD BORNERT, RUTH ELLEN BORNERT and HOMECRAFTSMAN COMPANY, INC. acknowledge that the Plaintiff's acceptance of this Consent Judgment is wholly for the purpose of settling this litigation and does not preclude the Plaintiff or any other agency or officer of this state or subdivision thereof from instituting other civil or criminal proceedings as may be appropriate now or in the future.

5. RUTH ELLEN BORNERT represents that she is an officer of the corporate Defendant HOME CRAFTSMAN COMPANY, INC. and that as such she has been authorized by said corporate Defendant to enter into this Consent Judgment for and on behalf of said corporation.

DATED THIS _____ day of _____, 1993.

Ray Edward Bornert
RAY EDWARD BORNERT

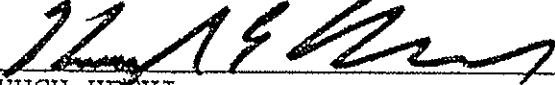
Ruth Ellen Bornert
RUTH ELLEN BORNERT

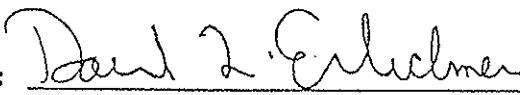
HOME CRAFTSMAN COMPANY, INC.

BY: Ruth Ellen Bornert
Ruth Ellen Bornert

1 APPROVED AS TO FORM AND CONTENT:

2 GRANT WOODS, Attorney General
3 H. LESLIE HALL, Chief Counsel
4 Consumer Protection & Antitrust Section

5 By: 
6 HUGH HEGYI
7 Assistant Attorney General
8 Attorneys for Plaintiff

9 By: 
10 David Erlichman, Esq.
11 4520 N. Central, Ste. 575
12 Phoenix, Arizona 85012

13
14
15
16
17
18
19
20
21
22
23
24
25
26 [7278C]

Exhibit 2

- ☐ C&D
☐ CIVIL CITATION
☐ CITATION
☒ CRIMINAL
☐ FELONY

REGISTRAR OF CONTRACTORS

STATE OF ARIZONA INVESTIGATION UNIT

1. Case Number
2010-308476444

2. Date Reported 10/14/2010	3. Type of Offense Contracting without a License	4. Statute Code 32-1151/1164	5. County Cochise
6. Date of Violation 10/13/2010	7. Location of Offense 2101 Lexington Dr.		8. City Sierra Vista, Az.
9. C&D Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Ctr <input type="checkbox"/> Adv <input type="checkbox"/>	10. C&D Served Date DNA	11. Citation # Long Form	12. Type of Proj./Amount Com <input type="checkbox"/> Res <input checked="" type="checkbox"/> \$3,400
13. Type of Work R.MULTI		14. Job Site Date 10-13-2010	

COMPLAINANT

15. Name ROC		16. Address 400 W Congress St Ste 212 Tucson, AZ 85701-1353	
17. Home Phone No.	18. Business Address Same As Above		19. City Tucson, Az.
20. Business Phone No. 520-678-8374	21. Amt of Contract/Bid \$3,400	22. Amt Paid \$0.00	23. Bid Date 10-13-2010
24. Permit Req. / Permit No. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NONE			

SUSPECT

25. Name (Last, First, Middle) Bornert, Ray Edward		26. Address 9327 W Clara Ln		27. City Peoria, Az.	
28. Home Phone No. 623-329-7555	29. Business Name DBA: ABCOM Diversified Energy System				
30. Business Address 4410 W. Union Hills #7, Glendale, Az.				31. Business Phone No. 623-329-7555	
32. SEX Male	33. WT 200	34. HT 5-9	35. HAIR Brown	36. EYES Blue	37. RACE WHT
38. D.O.B. 6-3-1937	39. S.S.NO. 332-30-5514	40. D/L NO. & STATE B13539339 Az.			

WITNESS

Name	Address	Res. Phone No.	Bus. Phone No.
41 Charles & Teresa Hunter, 2101 Lexington Dr., Sierra Vista, Az.	42	520-458-4256	43
44	45		46
47	48		49
50	51		52

COURT

53. ROC Sub. Date	54. Court Juris.	55. Judge Name	56. Pros. Name	57. Guilty <input type="checkbox"/> Not Guilty <input type="checkbox"/>	58. Fine \$
59. Prob.	60. Jail	61. Rest.	62. Warrant No.	63. Other	

64. Synopsis

SEE ATTACHED

65. Date Closed	66. Investigator Doc Moore #126, Tucson	Area	67. Reviewed by:
		68. Page	of

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

SYNOPSIS:

On 10-13-2010, Ray Edward Bornert dba ABCOM Diversified Energy Systems was acting in the capacity of a contractor when he contracted with Charles and Teresa Hunter and Ms. Mireille Downs to install an energy package "Ultra Star Shield" at their residence, 2101 Lexington Dr. and 3064 Oriole Dr., Sierra Vista, Az. for a cost of approx. \$3,400 (for Hunters) and \$4,800 (for Downs), to include labor materials, and all other items although he is not licensed and in good standing as required. Bornert ultimately admitted to the Contracting without a License in violation of (A.R.S. 32-1151).

EVIDENCE:

1. Bornert's Contact lists (4000 Names each list).
2. Work Order's
3. Tri State Craftsmen ROC#200174 Advertisemnt.

NARRATIVE:

On 10-14-2010, I (Investigator Moore) initiated an investigation for Contracting without a license against Ray Edward Bornert, Ken Kusen and John Michael Nearhouse dba ABCOM Diversified Energy Systems ROC#200174. This investigation followed the receipt of initial information from Bob Davies Phx. ROC. The complaint alleged unlicensed contracting activity by Ray Bornert which occurred on 10-13-2010. The contract amount for this project was in the amount of \$3,400 regarding "installation of insulation.

I conducted an initial search and query of the Registrar of Contractors' records, no active, inactive or pending license was found for Ray Edward Bornert however, the ROC License number he was using was found:

Details for License Number 200174

Contractor	License
Name/ Address/ Phone	Class Type Entity
Tri State Craftsmen 20302 W Bunker Peak Rd Wittmann, AZ 85361-9727 Phone: (602) 309-0034	B RESIDENTIAL SOLE PROPRIETORSHIP
Status/ Action	Recovery Fund Participant
CURRENT	Yes
	Issued/Renewal
	First Issued: 09/19/2004
	Renewed Thru: 09/30/2010
License Class & Description	B GENERAL RESIDENTIAL CONTRACTOR

Comments

Joseph Franklin Oder

Owner

Qualifying Party

Name M Richey
Position Employee

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

On or about 10-14-2010, I conducted an interview with Charles and Teresa Hunter, the victim of this unlicensed contractor. The Hunters related the following regarding this complaint:

Mrs. Hunter advised that they had received correspondence in the mail from ABCOM Diversified Energy Specialists ROC #200174, advertising the Installation of a new type NASA insulation and other areas of specialties which would save money on utilities. Attend a Seminar at the La Casita Restaurant on 10-11-2010 and/or 10-12-2010 and receive a free meal. Mrs. Hunter advised that they were to bring the correspondence with them to the Seminar.

Mrs. Hunter advised that she and her husband attended the seminar and Bornert collected all of the different correspondences for those attending and set up appointment with numerous individuals to come to their residence, "do an energy audit and write up contracts to install the appropriate insulation, roof coatings, solar, high efficiency windows and doors, proper attic ventilation, power factor controllers and much more".

Mrs. Hunter advised that Ray Bornert and Ken Kusen came to her home and wrote up a contract to install insulation at her home in the attic over the garage for an amount of \$3,400. Ray Bornert advised that he needed the "\$3,400 CASH UP FRONT". Mrs. Hunter advised that she felt something was funny so she ultimately ended up calling Phx. ROC and talked to "licensing" who apparently contacted Bob Davies, who contacted this investigator and advised that I should contact Mrs. Hunter immediately and that he would call back with more information. Davies called Inspector Nieves with follow-up information.

Mrs. Hunter advised that "Bornert and his crew" had contacted and wrote up a contract with not only her and her husband but also with a handicap lady Ms. Mireille Downs, 3064 Oriole Dr., Sierra Vista, Az. Mrs. Hunter advised that she was sure that Ms. Downs would pay Bornert cash for everything up front.

I contacted Ms. Downs about this unlicensed contractor. Ms. Downs advised that they were going to install a Power Factor Controller, Water heater Shield, Energy shower head and roof coating for an amount of \$4,850. Ms. Downs advised that "Ray and John" were the ones at her residence.

(Ray Bornert and John Nearhouse) Ms. Downs advised that "John and Ray" advised that they needed the money "up front" and that they would take cash or a credit card, once they received their money they would be back to do the work.

I contacted the La Casita Restaurant about the Seminars. The manager advised that Ray Bornert did in fact pay for the conference room for 10-11-2010 and 10-12-2010 and for numerous meals for guest. He advised that he was not aware of what the seminar entailed.

On 10-15-2010, I went to the Hunters residence to contact Bornert. Bornert was suppose to be there at 1100hrs. to pick up "his money". When I arrived at 1030hrs. Mrs. Hunter advised that Bornert had came early to pick up his money and she advised him that she was not going to give him any money until after this investigator spoke with him and I would be at the residence shortly and asked Bornert to be seated. Mrs. Hunter advised that he set down in the living room and was very nervous. Bornert advised Mrs. Hunter that he had to go to his vehicle for a moment and quickly left the residence.

Ray Edward Bornert dba ABCOM Diversified Energy Systems, a Division of Tri State Craftsmen ROC#200174, had been contracted to install a new NASA insulation in the

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

Hunters Garage 2101 Lexington Dr., Sierra Vista, Arizona. Ray Bornert who became known as an unlicensed contractor, submitted a proposal/contract for an approx. amount of \$3,400.

Ray Edward Bornert dba ABCOM Diversified Energy Systems, a Division of Tri State Craftsmen ROC#220174, had been contracted to install a Power Factor Controller, Water Heater Shield, Energy Shower head and Roof Coating for Mireille Downs at 3064, Oriole Dr., Sierra Vista Arizona.

Ray Edward Bornert, who became known as an unlicensed contractor, submitted a proposal/contract to Ms. Mireille Downs for a approx. amount of \$4,850.

Mr. and Mrs. Hunter and Ms. Downs both states further that "Ray Bornert an crew represented themselves to be a licensed contractor, as defined in A.R.S.32-1101A3, A7, and B, by submitting a bid, purporting to have the capacity of a contractor, stating they were licensed and a ROC License number was on the contracts.

On or about 10-19-2010, Ray Edward Bornert was contacted by mail, and requested to contact the Arizona State Registrar of Contractors Office and/or this investigator reference this matter.

Bornert was interviewed concerning this matter.

Identification was confirmed by his own admission and by Arizona Drivers License B13539339 Az.

Bornert related the following:

Bornert was asked if he had submitted a proposal/bid, either orally or in writing to Charles and Teresa Hunter and Mireille Downs, to which he replied, "Well, yes I did to the Hunters, I'm not sure about Ms. Downs. I do have a contractors license".

Bornert was asked, What is your ROC License Number? Bornert replied, "200174".

Bornert was then asked the name of his business. Bornert replied, "ABCOM Diversified Energy Systems".

Bornert was advised that ROC License #220174 was not listed to ABCOM Diversified Energy Systems but instead to Tri State Craftsman, a sole proprietorship, Joseph Franklin Oder is the owner and M. Richey is the Qualifying Party.

Bornert advised, "Oh, well Joe and I are friends, he is sick and asked me to use his license to keep it in good standing. He advised me that I could use it just like it was my own." Bornert was asked if he was an employee of Joseph Oder's and doing the Bids, work and then sending Joseph Oder the money for each project and Joseph Oder then, in return, sending him a paycheck. Bornert advised, "Oh no, I bid the jobs, do the work and get paid by the customer, I don't pay Joseph Oder anything."

Bornert was asked to explain the ABCOM Diversified Energy Systems Company. Bornert advised, "That is a Division of Tri State Craftsmen". I run that division.

Bornert was then asked if Joseph Oder was aware of this so called Division. Bornert states that the ABCOM company is really his company but Joseph Oder advised him that he could use his license.

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

Bornert was asked who John Nearhouse and Ken Kusen where. Bornert advised, "those are the guy's I hired to help me with my business". Nearhouse lives in Phoenix and Kusen lives in California they are salesman for the Project.

John Nearhouse, 5514 W. Alice Ave., Glendale, Az. 85302.
DOB: 2-19-64 SOC: 264-49-3712 OLN: B124066022 Az.
W, M, 6-1, 225, BN, GN.

Ken Kusen, 3146 Rainbow Ln., Banning, California. 92220
DOB: 12-13-42 OLN: D4226297 Calif.
W, M, 6-0, BL, BN.

Bornert was then asked to explain how the Project works. Bornert advised:

1. He contacts a company an gets a mailing list for a certain area like Sierra Vista, Sun City etc.
2. He then has mailers sent to the persons on the mailing list inviting them to attend a seminar about lowering utility bills by installing a new NASA insulation etc. They are requested to bring this correspondence with them. Bornert pays for a meal for all in attendance.
4. When they come to the Seminar the Correspondence is retrieved by Bornert and a presentation is made. Appointments are made with the victims for audits for energy saving devises and then contracts are drawn up.
5. Once the contract is drawn up, the total amount of money contracted for is asked for up front before they will start the project.

Bornert was then asked what company he used to obtain a mailing list. He advised that he used "Deans Mailing and List Services", 3015 W. Weldon Ave., Phoenix, Az. 85017, 602-272-2100. Owner of Deans Mailing and List Services is Dean and Katherine Synan. I interviewed Dean Synan, he advised that Bornert had stated that he need a "Target group of 60 years old and older". Once each list was compiled the mailings are sent to each and everyone on each list. Synan advised that there were lists compiled for Sun Lakes (5314 names), Sun City (3576 names), Casa Grande (4386 names) and Sierra Vista (4159 names) approx. 17,441 mailing were sent out.

Bornert was further asked if he acted or offered to act in the capacity of a contractor without having a contractors license in good standing in his name, in violation of A.R.S. 32-1151. Bornert's response to that question was, "Yes."

Bornert was advised of A.R.S. 32-1121A.14 (a)(b) & (c), commonly referred to as the "Handyman Statute". Upon completion of this admonition, he was asked if he was an unlicensed contractor, and if he was engaging in any work or operation on one undertaking or project by one or more contracts, for which the total aggregate contract price, including labor, materials (no matter who purchases the materials) and all other items, was more than one thousand dollars. His reply was, "All the time, but I was working under Joe's license".

A local building permit is required for these projects.

Upon further questioning, Bornert admits to having had knowledge of the Arizona Revised Statutes and information regarding contracting without a license, prior to contracting with Hunter and Downs.

Bornert finally acknowledged that he did not then, and does not now possess and Arizona State Registrar of Contractor's License, and further admits to violations of A.R.S. 32-1151/1164A.2 & non compliance with 32-1121A.14

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

(a)(b) & (c).

I contacted Joseph Franklin Oder, Owner of ROC #200174, Tri State Craftsmen, Sole Proprietorship. I interviewed Oder and his replies are as follows:

Mr. Oder was asked if he was the owner of Tri State Craftsmen ROC #200174? Oder advised, "I am the owner".

I asked if M. Richey was the Qualifying Party for that license. Oder advised, "Yes". I then asked if he had a telephone number of contact number for Mr. Richey. Oder stated, "No, he's dead". I asked when Richey died and Oder said, "Oh couple years ago". Further investigation indicates that Michael Daneley Richey, Q.P. on license #200174, died 6-22-2005. Oder had 65 days to obtain a new Q.P. for his license, which he never attempted to accomplish. There were 3 fraudulent renewals of License #200174 after Richey's death.

Oder was asked if he did in fact tell Ray Bornert that he could use his license #200174, illegally. Oder advised, "Yeh, I told him he could use my license, I got sick and I didn't want to loose my license so I ask him to keep it up". I asked if he new in what manner Bornert was using his license. Oder states, "He's installing this new kind of insulation". I asked if he was receiving any type of compensation from the projects Bornert was doing. Oder advised, "No".

I then stated to Oder, "So you are aiding and abetting Ray Bornert to violate the law, A.R.S. 32-1151 Contracting without a license, by letting him use your license in violation of A.R.S. 32-1154A.10. Oder states, "Yes".

Oder was asked if he knew about ABCOM Diversified Energy System. He advised, "I never heard of it". I advised that ABCOM Diversified Energy System was allegedly a Division of Tri State Craftsmen. Oder advised, "there is no Division in Tri State Craftsman". Oder states that he and Bornert discussed it but nothing was suppose to "happen on it, that's Bornerts thing".

Oder's current License status is as follows:

1	Tri State Craftsmen	⇐ OWNER OF	Oder, Joseph Franklin	<u>200174</u>	B	R	SUSPENDED	Wittmann	AZ	85361
2	Tri State Craftsmen	⇐ INACTIVE QP OF	Richey, Michael Daneley	<u>200174</u>	B	R	SUSPENDED	Wittmann	AZ	85361
3	Tri State Craftsmen	SOLE PROPRIETORSHIP	Tri State Craftsmen	<u>200174</u>	B	R	SUSPENDED	Wittmann	AZ	85361

Details for License Number 200174

CONTRACTOR IS NOT ABLE TO CONTRACT WITH THIS LICENSE AT THIS TIME. THIS CONTRACTOR MAY BE OPERATING WITH OTHER CURRENT LICENSES.

Contractor	License						
<table><tr><th>Name/ Address/ Phone</th></tr><tr><td>Tri State Craftsmen 20302 W Bunker Peak Rd Wittmann, AZ 85361-9727 Phone: (602) 309-0034</td></tr></table>	Name/ Address/ Phone	Tri State Craftsmen 20302 W Bunker Peak Rd Wittmann, AZ 85361-9727 Phone: (602) 309-0034	<table><tr><th>Class Type Entity</th></tr><tr><td>B RESIDENTIAL SOLE PROPRIETORSHIP</td></tr><tr><th>Issued/Renewal</th></tr><tr><td>First Issued: 09/19/2004</td></tr></table>	Class Type Entity	B RESIDENTIAL SOLE PROPRIETORSHIP	Issued/Renewal	First Issued: 09/19/2004
Name/ Address/ Phone							
Tri State Craftsmen 20302 W Bunker Peak Rd Wittmann, AZ 85361-9727 Phone: (602) 309-0034							
Class Type Entity							
B RESIDENTIAL SOLE PROPRIETORSHIP							
Issued/Renewal							
First Issued: 09/19/2004							

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST

Investigator: Doc Moore #126

Case No: 2010-308476444

Status/ Action

Renewed Thru: 09/30/2012

SUSPENDED

License Class & Description **B GENERAL RESIDENTIAL CONTRACTOR**

Comments

- [SUSPENDED LACK OF QUALIFYING PARTY 12/20/2010]
- [SUSP 10/1/06 - 10/4/06 RENEWAL]
- [M. Richey Deceased 6/22/05 SUSP 10/20/2010 LACK OF QP]

Qualifying Party

Name Joseph Franklin Oder

Position OWNER

Type of License required:

C-40

INSULATION

Installation of insulating materials common to the industry for the purpose of temperature or sound control, excluding any exterior roofing materials such as foam and reflective coating. This scope includes the C-40R subclassification

AND

C-42

ROOFING

Installation and repair of materials common to the industry that form a water tight, weather resistant surface for roofs and decks, including all accessories, flashing, valleys, gravel stops, and roof insulation panels above the roof deck. This scope includes all C-42R subclassifications.

AND

C-39

AIR CONDITIONING AND REFRIGERATION, INCLUDING SOLAR

Installation and repair of comfort air conditioning systems, including refrigeration, evaporative cooling, ventilating, and heating with or without solar equipment. Installation and repair of machinery, units, accessories, refrigerator rooms, and insulated refrigerator spaces, and controls in refrigerators. If necessary, a new circuit may be added to the existing service panel or sub-panel. Excluded is the installation of a new service panel or sub-panel. This scope includes all C-39R subclassifications.

AND

B-

GENERAL RESIDENTIAL CONTRACTOR

Construction of all or any part of a residential structure or appurtenance, except for electrical, plumbing, air conditioning systems, boilers, swimming pools, spas, and roofing (except shingles and shakes) which must be subcontracted to an appropriately licensed contractor. Also included are the scopes of work in B-

REGISTRAR OF CONTRACTORS

CONTINUATION SHEET AND CHECKLIST


Investigator: Doc Moore #126

Case No: 2010-308476444

3 and most of the C scopes except as restricted above.

CONCLUSION:

1. Bornert is not a licensed contractor.
2. Bornert submitted proposal/bids
3. Bornert engaged in the business of, submitted a bid, acted or offer to act in the capacity of a contractor, and purported to have the capacity of a contractor without having a contractor's license in good standing in his name.
4. Conspired with Joseph Franklin Oder to purport fraud in the use of an ROC License.
5. At least 17,441 Probable CWL violations and at the least 17,441 Advertising Violation.


E. (Doc) Moore # 126 Investigator
Arizona State Registrar of Contractors'

John
(602) 754-0197

ABCOM Diversified Energy Systems
4410 W. Union Hills Dr #7 Glendale, Az. 85308
(623) 329-7555 Fax (623) 533-5580 (877) 566-1659
Division of Tri State Craftsmen ROC #200174

AzROC.gov

WORK ORDER and Completion Certificate

I/We the owner(s), of the premises described below, hereby contract Abcom, and authorize them to furnish all materials and perform all labor necessary on said property to install, construct and place improvements according to the following specifications, terms and conditions:

Date 10-12-10 Phone (520) 459-0153

Owner's Name Mireille Downs Wk Phone _____

Job Address 3064 Oriole City JV State AZ Zip 85635

We hereby submit specifications and charges for:
ENERGY PACKAGES:

Goods, Services, Parts,
QTY PRICE

Labor and Installation
PRODUCTS INSTALLED
Installer Customer

"ULTRA STAR SHIELD" TM Attic Living Area	_____	\$ _____	_____	_____
Garage _____ Porch _____ Shed _____	_____	\$ _____	_____	_____
LOW E CERAMIC COATING Titanium & Zinc	_____	\$ _____	_____	_____
POWER VENTING With Auto T-Stat Control	_____	\$ _____	_____	_____
GARAGE DOOR VENTING (Critter Control)	_____	\$ _____	_____	_____
"ENERJET" TM Water Saving Shower Head	_____	\$ _____	_____	_____
WATER HEATER SHIELD	_____	\$ _____	_____	_____
POWER FACTOR CONTROLLER Ser# _____	_____	\$ _____	_____	_____
"THE ORIGINAL WATER BANK" TM # _____	_____	\$ _____	_____	_____
"HYBRID HEAT PUMP 50 GAL WATER HTR	_____	\$ _____	_____	_____
Additional Specs: _____	SUB TOTAL	\$ _____	Inst Date:	_____

Lead Installer: _____ and Installer: _____

CUSTOMER COMPLETION CERTIFICATION: All of the work has been completed to my satisfaction and in accordance with the terms of this WORK ORDER. I have no service requests and no complaints regarding the work performed.

Inst Time: _____
By Initialing Above and
Signing Here, Customers
Acknowledge that the job
is complete and accepted.

Signatures, Owner(s): _____

Date: _____

Plan F _____ SS# _____ Dob _____

Method of Payment: CASH _____ "CASH ON HAND" _____

Check, M.O. Discharge, Bank CREDIT CARD: _____ And _____

Number _____ Exp. _____ BAL DUE ON COMPLETION

NOTE: IF YOU PAY TAXES, A 20% CASH REBATE UP TO \$1,500.00 MAY BE AVAILABLE TO YOU. NOT A TAX REBATE.

In consideration of the rendering of services and/or the furnishing of materials, as above designated,
I/We the undersigned property owner(s), agree: 1) To pay Tri State Craftsmen or its assignees the sum of:

_____ Dollars

602) 754-0191

4410 W. CHESAPEAKE ST. #7, CHESAPEAKE, VA 22024
(623) 329-7555 Fax (623) 533-5580 (877) 566-1659
Division of Tri State Craftsmen ROC #2074

ROC #

WORK ORDER and Completion Certificate

I/We the owner(s), of the premises described below, hereby contract Abcom, and authorize them to furnish all materials and perform all labor necessary on said property to install, construct and place improvements according to the following specifications, terms and conditions:

Date 10-12-10

Phone

(520)

459-0153

Owner's Name

Micelle Downs

Wk Phone

Job Address

3064 Oriole

City

J/V

State

MD

Zip

210635

We hereby submit specifications and charges for:
ENERGY PACKAGES:

QTY

Goods, Services, Parts,
PRICE

Labor and Installation
PRODUCTS INSTALLED

Installer

Customer

"ULTRA STAR SHIELD" TM Attic Living Area

Garage _____ Porch _____ Shed _____

LOW E CERAMIC COATING Titanium & Zinc

POWER VENTING With Auto T-Stat Control

GARAGE DOOR VENTING (Critter Control)

"ENERJET" TM Water Saving Shower Head

WATER HEATER SHIELD

POWER FACTOR CONTROLLER Ser# _____

"THE ORIGINAL WATER BANK" TM # _____

"HYBRID HEAT PUMP 50 GAL WATER HTR

Additional Specs: _____

SUB TOTAL

\$

Inst Date: _____

Lead Installer: _____

2nd Installer: _____

Inst Time: _____

CUSTOMER COMPLETION CERTIFICATION: All of the work has been completed to my satisfaction and in accordance with the terms of this WORK ORDER. I have no service requests and no complaints regarding the work performed.

By Initialing Above and Signing Here, Customers Acknowledge that the job is complete and accepted.

Signatures, Owner(s) _____

Date: _____

Plan F

SS#

Dob

Method of Payment:

CASH: _____

CREDIT CARD: _____

Visa, M.C. Discover, Amex

CREDIT CARD: _____

Exp. _____

ACCOUNT # _____

Number: _____

Exp. _____

BAL DUE ON COMPLETION

\$

NOTE: IF YOU PAY TAXES, A 10% TAX CREDIT UP TO \$1,500.00 MAY BE AVAILABLE TO YOU. NOT A TAX REBATE.

In consideration of the rendering of services and/or the furnishing of materials, as above designated,

I/We the undersigned property owner(s), agree: 1) To pay Tri State Craftsmen or its assignees the sum of:

Dollars (\$

_____)

2) To make each payment, including any down payment, by Personal check, Money Order or Cashier's check.

3) To pay all costs of collection, including reasonable attorney's fees, and interest at the rate of 1.5% per month (which is an annual percentage rate of 18%), should this account be referred for collection.

NOTE: This agreement is not final until signed by the management of Tri State Craftsmen.

This contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise.

shall be binding unless in writing, signed by both parties. You the buyer(s) may cancel this transaction at any time prior to the date of this transaction.

(602) 754-0197 - John

PRODUCTS	PRICE	QTY	SEMINAR PRICE	COMPANY SPONSORED
			\$3.25	
ULTRA SHIELD	4.00 S/F		\$	\$
GARAGE	400.00	123	\$	\$
CERAMICOAT	4.00 S/F		\$	\$
SUB TOTAL			\$	\$
SALES TAX	%		\$	\$
INSTALLATION	.30 S/F		\$	\$
TOTAL SHIELD			\$	\$

POWER VENT	395.00		\$	\$
DR VENTS	250.00		\$	\$
NERJET SH	100.00		\$	\$
WH SHIELD	100.00		\$	\$
WR FAC CTL	1995.00		\$	\$
WATER BANK	795.00		\$	\$
HYBRID HP WH	3495.00		\$	\$
SUB TOTAL			\$	\$
SALES TAX	%		\$	\$
TOTAL EXTRAS			\$	\$

Handwritten: \$1349 + Tax

GRAND TOTAL			\$	\$
TAX CREDIT -30%			\$	\$
TOTAL INVESTMENT			\$	\$

Handwritten: water heater shield / power shaver heat

To have the Company Sponsor Our Job, We Agree to:

1. Place a job sign for 3 to 4 weeks Yes ☐
2. Take Before and After pictures Yes ☐
3. Write a testimonial letter Yes ☐
4. Take 7-10 Phone calls During Sale Yes ☐
5. Consider a DVD (Video Testimonial) Yes ☐
6. Accept or Reject the Co Sponsored PEO Program Now Yes ☐

Handwritten: Roof & Power Factor 4850 + Tax

Exhibit 3

AFFIDAVIT OF FRANK CURATOLA

STATE OF ARIZONA)
) ss.
County of Maricopa)

FRANK CURATOLA, being first duly sworn upon oath, deposes and says:

1. I am a Special Agent with the Office of Attorney General, State of Arizona, and have been employed by said office since December of 2010. As part of my duties I am currently assigned to the Consumer Protection and Advocacy Section of the office.

2. On December 22, 2011, as part of my duties I interviewed a witness in regards to information pertaining to Ray Bornert and his marketing of a product called Ultra Star Shield.

3. During this interview with this witness I learned that Ray Bornert had ordered and sent over 17,000 direct mailers, using a third party mailing service. These mailers were specifically directed at persons over the age of 60 years old in the Arizona communities of Sun Lakes, Sun City, Casa Grande, and Sierra Vista. These mailers offered free lunch seminars at which Bornert marketed a radiant barrier called Ultra Star Shield.

4. It was also learned during the interview with the witness that Bornert represented during these seminars, which were conducted in years 2010 and 2011, that the use of the Ultra Star Shield would result in energy savings of 40%-60% and that the product had been developed by NASA. During the seminars it was also purported that Bornert conducted demonstrations of the use of the Ultra Star Shield by shining a heat lamp directly on ceiling insulation and then shining a heat lamp directly on ceiling insulation covered with Ultra Star Shield, in an effort to show attendees that the use of the Ultra Star Shield could lead to reduced energy bills.

5. It was further learned during the interview with this witness that Bornert also marketed The Ultra Star Shield using the web site of Americas Best.Com. This internet site was operational as recently as July, 2011.

DATED this 5th day of January, 2012



Frank Curatola
Special Agent
Arizona Attorney General

SUBSCRIBED AND SWORN to before me, the undersigned Notary
Public, this 5th day of JANUARY, 2012.


Notary Public

Exhibit 4

SIERRA VISTA JUSTICE COURT PRECINCT #5

STATEMENT OF PROBABLE CAUSE
REQUEST TO ISSUE SUMMONS/WARRANT

This form must be completed for each long form complaint or multiple charge citation that has not been signed by the defendant. A summons can be issued on multiple charge citations. However, if you want A warrant issued immediately, a long form complaint must be filed.

STATEMENT OF PROBABLE CAUSE FOR FILING COMPLAINT:

On 10-13-2010, Ray Edward Bornert dba ABCOM Diversified Energy Systems was acting in the capacity of a contractor when he contracted with Charles and Teresa Hunter, 2101 Lexington Dr. and Ms. Mireille Downs 3064 Oriole Dr. Sierra Vista, Az. to install and energy Package "Ultra Star Shield" at their residence's. The cost for the Hunters approx. \$3,400, and Ms Downs approx. \$4800, to include labor materials and all other items although he is not licensed and in good standing as required. Bornert sent out approx. 4159 Mailers advertising ABCOM Diversified Energy Systems, 4420 W. Union Hills Dr. #7, Glendale, Az. (Division of Tri State Craftsmen ROC#200174). This address is a "drop box". This company is not a division of Tri State Craftsmen. Bornert is using another contractors ROC number. Bornert ultimately admitted to contracting and advertising without a license in violation of A.R.S. 32-1151/1164 and 32-1165/1164.

Preference of Summons. Unless good cause exists for the issuance of a warrant, a summons shall issue if the defendant is not in custody and the offense charged is bailable as a matter of right, and there is reason to believe that the defendant will respond to it. If a warrant is requested or issued, the prosecutor or court shall state the factual basis for the issuance of the warrant.

Subsequent Issuance of Warrant. If a defendant who has been duly summoned fails to appear, or there is reasonable cause to believe that he will fail to appear, or if the summons cannot readily be served or delivered, an arrest warrant shall issue.

CHECK ONE

☒ Issue Summons

☐ Issue Warrant

DEFENDANT:

Name: BORNERT, Ray Edward

Address: 9327 W. Clara Ln., Peoria, Az. 85382

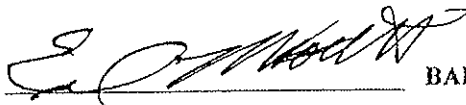
Sex: M Hgt: 5-9 Wt. 200 HAIR: Bn EYES: Bl D.O.B.: 6-3-1937 SSN: 332-30-5514

OLN: B13539339 AZ

WORK ADDRESS: Same As Above

PHONE NUMBERS: 623-329-7555

INVESTIGATING OFFICER: DOC MOORE



BADGE #: 126

AGENCY: ARIZONA REGISTRAR OF CONTRACTORS, SIERRA VISTA OFFICE.

Exhibit 5

JUSTICE COURT
COUNTY OF COCHISE

FILED

PRECINCT FIVE

2011 APR 29 PM 2:30

STATE OF ARIZONA)

Plaintiff,)

Bornert, Ray Edward)

Defendant,)

COCHISE COUNTY
JUSTICE COURT 5
No. 11-001034

CLERK
COMPLAINT

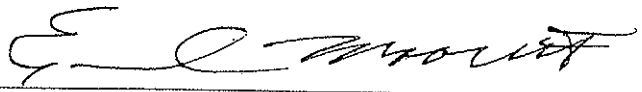
MISDEMANOR

The complainant herein personally appears and, being duly sworn, complains of his own knowledge against, BORNERT, Ray Edward, 9327 W. Clara Ln, Peoria, Az
W, M, 5-9, 200, BN, BL, DOB: 6-3-1937
SOC: 332-30-5514 OLN: B13539339 AZ.

Charging that in Precinct Five, Cochise County, Arizona:

COUNT III

On or about 13 October, 2010, Ray Edward Bornert advertised without a license approx. 4159 times by use of mailers to residents of the Sierra Vista, Az. area, in violation of A.R.S. §32-1165 and §32-1164 a class I misdemeanor.


Complainant

Subscribed and sworn to before me on APR 29 2011, 2011

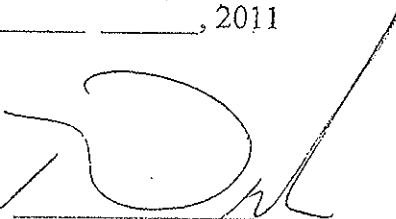

Magistrate

Exhibit 6

JUSTICE COURT
Cochise County, Arizona
Precinct Five

Plea agreement accepted

Date

9-28-11

Judge

Ledie Anne

No. CR2011-1344

PLEA AGREEMENT

State of Arizona,
Plaintiff,
v.

RAY EDWARD BORNERT,
Defendant

The State of Arizona and the defendant agree to the following disposition of this case:

Terms: On the following understanding, terms and conditions:

Plea: The defendant agrees to plead guilty to: **A.R.S. 32-1165, advertising with out a license, a class 1 misdemeanor**

1. That the defendant will receive a sentence of **no greater than 6 MONTHS JAIL, 3 YEARS PROBATION, \$2500 FINE PLUS SURCHARGE OF 84% and no less than SUSPENDED SENTENCE** and consistent with the following additional terms

PARTIES STIPULATE:

FINE: \$665

JAIL: none

OTHER: none

That the following charges are dismissed, or if not yet filed, shall not be brought against the defendant.

- All charges remaining open in both cases are dismissed** *Dismiss all other criminal charges.*
2. That this agreement, unless rejected or withdrawn, serves to amend the complaint; indictment or information to charge the offense to which the defendant pleads, without the filing of an additional pleading. If the plea is rejected or withdrawn, the original charges are automatically reinstated.
4. Unless this plea is rejected or withdrawn, that the defendant hereby gives up any and all motions, defenses, objections, or requests which he has made or raised, or could assert hereafter, to the court's entry of judgment against him and imposition of a sentence upon him consistent with this agreement.
5. That if after accepting this agreement the court concludes that any of its provisions regarding the sentence or the term and conditions of probation are inappropriate, it can reject the plea, giving the defendant an opportunity to withdraw the plea.
6. PROBATION: I understand that, if I am granted probation by the court as part of this plea agreement, the terms and conditions of probation are subject to modification at any time during the period of probation if I violate any written condition of my probation. I understand that if I am presently on probation, a plea of guilty or no contest in this matter may lead to the revocation or modification of that probation.
7. IMMIGRATION CONSEQUENCES: I understand that if I am not a citizen of the United States, pleading guilty or no contest in this plea agreement may have immigration consequences. Admitting guilt may result in deportation even if this charge is later dismissed. I understand that my plea or admission of guilt could result in my deportation or removal, could prevent me from ever being able to get legal status in the United States, or could prevent me from becoming a United States citizen.

I agree to enter my plea as indicated above on the terms and conditions set forth herein. I have read and understand the above. I have discussed the case and my constitutional rights with a lawyer and understand them.

If I do not have an attorney, I understand that by pleading guilty/no contest/responsible I will be giving up my right to a trial, to confront, cross-examine, and compel attendance of witnesses, as well as my privilege against self-incrimination.

DATE

9-28-2011

DEFENDANT

I have discussed this case with my client in detail and advised him of his constitutional rights and all possible defenses. I believe that the plea and disposition set forth herein are appropriate under the facts of this case. I concur in the entry of the plea as indicated above and on the terms and conditions set forth herein.

DATE

DEFENSE COUNSEL

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

DATE

9-28-11

PROSECUTOR

Exhibit 7

RAY BORNERT'S WEBSITE on 7/26/11:

www.abcomllc.com/americas-best-dot-com-energy#1...americas-best-dot-com-energy

AMERICAS BEST DOT COM,LLC

ABCOM OUR COMPANY CASE STUDIES OUR PRODUCTS TESTIMONIALS CONTACT US



WELCOME TO ABCOM ENERGY.

Energy Saving Products Energy Savings 24/7

Home of revolutionary products that guarantee to substantially save you money on your utility bills. People in well-built, well-insulated, and energy efficient homes and offices have been asking themselves for years why their heating and air conditioning systems continue to use hundreds, or even thousands of dollars per year, continually adding or extracting heat from their "energy efficient"

Ask About our PEO?

RISING ENERGY COST \$\$\$
How much will YOU be paying over the next 10 years with NOTHING TO SHOW FOR IT?




Solar is still standing the test of time!
[Learn more](#)

www.abcomllc.com/americas-best-dot-com-energy#1...americas-best-dot-com-energy

Energy Saving Products Energy Savings 24/7

Home of revolutionary products that guarantee to substantially save you money on your utility bills. People in well-built, well-insulated, and energy efficient homes and offices have been asking themselves for years why their heating and air conditioning systems continue to use hundreds, or even thousands of dollars per year, continually adding or extracting heat from their "energy efficient" buildings.

High energy bills?

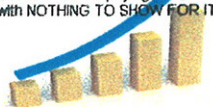


The Ultra Star Shield™


- Year round savings
- One of the least expensive & cost effective improvements you can make to your home
- Increase the comfort level of your home
- Patterned after space-age high-performance technology used by N.A.S.A.
- Proven product
- No maintenance
- Lasts a lifetime
- Safe
- Increases the value of your home

Ultra Star Energy Shield™ is a 5-layer, perforated, reflective energy-shield...
How does it work?
[Learn more](#)

RISING ENERGY COST \$\$\$
How much will YOU be paying over the next 10 years with NOTHING TO SHOW FOR IT?



Solar is still standing the test of time!
[Learn more](#)




100% Satisfaction Guarantee
Everything you need...
Visit our home improvements website

Find us on Facebook
Find us in the Yellow Pages
Good Housekeeping
BBB
© 2011 America's Best Dot Com, LLC - All Rights Reserved.

AOL Mail (12) Slow Cooker Creamy Italian My eBay All Selling Americas Best Dot Com LLC |

www.abcomllc.co/americas-best-dot-com-energy#!_americas-best-dot-com-energy/our-company


ABCOM OUR COMPANY CASE STUDIES OUR PRODUCTS TESTIMONIALS CONTACT US



OUR COMPANY

America's Best Dot Com LLC
Revolutionary Products & Services

2011 Tax Credit Details



Ray E. Bornert
Owner & Executive Operations Manager
Americas Best Dot Com, LLC (ABCOM)

Company history

Since 1981 Ray Bornert has been successful in marketing and installing Energy Conservation Products for home owners as well as performing and providing a General Contracting Business and service, helping families and individuals reduce their carbon footprints, provide more consistent comfort and improve their quality of life with these services through remodeling and upgrading their homes to create high tech state of the art improvements with the latest aesthetic appeal and actual savings on utility costs.


All size Solar systems from off grid, or we provide a * very popular Pre-Solar package that may qualify you for a smaller Solar System and save on your initial investment for solar. Ask Ray or his staff about all the

start Americas Best Dot Com Bornert 2011 activity Document2 Microsoft 9:34 AM

AOL Mail (12) Slow Cooker Creamy Italian My eBay All Selling Americas Best Dot Com LLC |

www.abcomllc.co/americas-best-dot-com-energy#!_americas-best-dot-com-energy/our-company


ABCOM OUR COMPANY CASE STUDIES OUR PRODUCTS TESTIMONIALS CONTACT US



OUR COMPANY

America's Best Dot Com LLC
Revolutionary Products & Services

2011 Tax Credit Details



Ray E. Bornert
Owner & Executive Operations Manager
Americas Best Dot Com, LLC (ABCOM)

Company history

Since 1981 Ray Bornert has been successful in marketing and installing Energy Conservation Products for home owners as well as performing and providing a General Contracting Business and service, helping families and individuals reduce their carbon footprints, provide more consistent comfort and improve their quality of life with these services through remodeling and upgrading their homes to create high tech state of the art improvements with the latest aesthetic appeal and actual savings on utility costs.

All size Solar systems from off grid, or we provide a * very popular Pre-Solar package that may qualify you for a smaller Solar System and save on your initial investment for solar. Ask Ray or his staff about all the services with improvements they can provide for you, today. As Manufacturing Reps, we can cut out the middle men and Save you money. Estimates are free, by appointment.

100% Satisfaction Guarantee
Everything you want
from the Home Depot. No. Any
dot com service.

Find us on Facebook

Find us in the Yellow Pages
yp.com Americas Best Dot Com LLC

GOOD HOUSEKEEPING

BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

start Americas Best Dot Com Bornert 2011 activity Document2 Microsoft 9:35 AM

AOL Mail (12) Slow Cooker Creamy Italian My eBay All Selling Americas Best Dot Com LLC

www.abcomllc.co/americas-best-dot-com-energy/#1...americas-best-dot-com-energy/our-company

100% Satisfaction Guarantee Everything you need can be found here. No fees! Just genuine products.

Find us on Facebook

Find us in the Yellow Pages

GOOD HOUSEKEEPING

BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

start Americas Best Dot Com... Bornert 2011 activity... Document2 - Microsoft 9:35 AM

America's Best Dot Com LLC

Revolutionary Products & Services

2011 Tax Credit Details



Learn more



Ray E. Bornert
Owner & Executive Operations Manager
Americas Best Dot Com, LLC (ABCOM)



by appointment.

Currently, we have operations in three (3) states and will be adding sub offices in seven (7) Western States in the very near future. ABCOM, LLC holds energy savings seminars in restaurants and other locations for Homeowners in these states at present, and our vision is to have simultaneous seminars three nights a week in all of the major Cities in the Southwestern United States of America to inform, to educate and to provide homeowners with products that will save them money.

The Energy Saving Products Continue to be: Ultra Star Shield, Ceramic Roof Coatings, Attic Power Venting, Garage Door Venting, Energy Saving Shower Heads, Water Heater Jackets, Power Factor Controllers (PFC) Heat Pump Water Heater Conv., New HP Hybrid Water Heaters, The Original Water Bank, Recirculating Pumps and much, much more.

The Remodeling continues separately for Kitchens, Baths, Windows, Patios, Whole House Water Conditioning Systems with Reverse Osmosis for cooking

AOL Mail (12) Slow Cooker Creamy Italian My eBay All Selling Americas Best Dot Com LLC

www.abcomllc.co/americas-best-dot-com-energy/#1...americas-best-dot-com-energy/our-company

100% Satisfaction Guarantee Everything you need can be found here. No fees! Just genuine products.

Find us on Facebook

Find us in the Yellow Pages

GOOD HOUSEKEEPING

BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

start Americas Best Dot Com... Bornert 2011 activity... Document2 - Microsoft 9:35 AM

America's Best Dot Com LLC

Revolutionary Products & Services

2011 Tax Credit Details



Learn more



Ray E. Bornert
Owner & Executive Operations Manager
Americas Best Dot Com, LLC (ABCOM)



homeowners with products that money.

The Energy Saving Products Continue to be: Ultra Star Shield, Ceramic Roof Coatings, Attic Power Venting, Garage Door Venting, Energy Saving Shower Heads, Water Heater Jackets, Power Factor Controllers (PFC) Heat Pump Water Heater Conv., New HP Hybrid Water Heaters, The Original Water Bank, Recirculating Pumps and much, much more.

The Remodeling continues separately for Kitchens, Baths, Windows, Patios, Whole House Water Conditioning Systems with Reverse Osmosis for cooking and drinking water, Interior and Exterior Painting, Exterior Reflective Coatings, Reflective Coatings for Roofs, Arizona Rooms, HVAC, Concrete work, Drywall, etc. through AMERICAS BEST.COM.


We may use various Associate Companies to help us from time to time as needed, and we use only those we have had a successful history with for over 20 years.

We do not hire illegals, period.

www.abcomllc.co/americas-best-dot-com-energy#1...americas-best-dot-com-energy/case-studies

AMERICAS BEST DOT COM,LLC

ABCOM OUR COMPANY CASE STUDIES OUR PRODUCTS TESTIMONIALS CONTACT US



CASE STUDIES

OR

What do these businesses have in common?

- Reflection of sun rays from your home
- Disruptive Technology
- Firefighters using reflective tents
- Summertime Solution
- Wintertime Solution
- Now Is The Time !

How does this help you?

www.abcomllc.co/americas-best-dot-com-energy#1...americas-best-dot-com-energy/case-studies

AMERICAS BEST DOT COM,LLC

ABCOM OUR COMPANY CASE STUDIES OUR PRODUCTS TESTIMONIALS CONTACT US

When considering insulation to deal with heat and cold, you have only 2 choices!

How does this help you?

Summertime Problem

- Air conditioners run constantly
- High utility bills
- Hot inside house in evening
- 3pm hazard
- Hot pockets in home
- Beats and radiant heaters

Summertime Solution

- Air conditioners run less
- Lower utility bills
- Cool outside temperature at day and night
- Fire protection
- No hot pockets throughout
- No insects and rodents



Which home would you rather live in?

What do these businesses have in common?

- Reflection of sun rays from your home
- Disruptive Technology
- Firefighters using reflective tents
- Summertime Solution
- Wintertime Solution
- Now Is The Time !

Ultra Star Shield
Space age technology to your home

100% Satisfaction Guarantee
Everything you need can be found here. We take your business seriously.

Find us on Facebook

Find us in the Yellow Pages
American Best Dot Com LLC

GOOD HOUSEKEEPING

BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

AMERICAS BEST DOT COM,LLC

ABCOM

OUR COMPANY

CASE STUDIES

OUR PRODUCTS

TESTIMONIALS

CONTACT US



OUR PRODUCTS



Ultra Star Shield



Solar Systems



The "Enerjet"



Power Factor Controller



Water Heater Jacket



"Hybrid" heat pump water heater or conversion kit



Solar Attic Vent



LED light bulbs

Coming Soon

The "ORIGINAL" WATER BANK™

Helpful information regarding home comfort & energy savings

People in well-built, well-insulated, and energy efficient homes and offices have been asking themselves for years why their heating and air conditioning systems continue to use hundreds, or even thousands of dollars per year, continually adding or extracting heat from their energy efficient buildings. Insulation was designed to slow down heat transfer, however insulation does little to protect against heat gain in the summertime and heat loss in the wintertime.

Helpful information regarding home comfort & energy savings

People in well-built, well-insulated, and energy efficient homes and offices have been asking themselves for years why their heating and air conditioning systems continue to use hundreds, or even thousands of dollars per year, continually adding or extracting heat from their energy efficient buildings. Insulation was designed to slow down heat transfer, however insulation does little to protect against heat gain in the summertime and heat loss in the wintertime.

In summer, conventional insulation can actually act as a heat sink, trapping the heat of the day, and allowing it to transfer back into the house or building all day, and late into the evening. Fortunately, the addition/installation of the double sided 99% pure aluminum Utility Star Shield™ can positively affect both your comfort level, and your energy costs.

It is maintenance-free and will last for generations. The concept is simple: each unit of heat energy that is not transferred into your home or building in the summer and each unit kept inside during the winter means less money you will have to pay for your utility costs.



Find us on Facebook



Find us in the Yellow Pages



Americas Best Dot Com LLC



© 2011 America's Best Dot Com LLC - All Rights Reserved.


[AOL Mail \(12\)](#)
[Slow Cooker Creamy Italian](#)
[My eBay All Selling](#)
[Americas Best Dot Com LLC](#)

[www.abcomllc.co/americas-best-dot-com-energy/#1__americas-best-dot-com-energy/testimonials](#)

[AOL](#)
[Ancient](#)
[iRadio](#)
[Spark](#)
[BoFA](#)
[Facebook](#)
[Hotmail](#)
[eBay](#)
[Google](#)
[Media Library](#)
[Snopes](#)
[Cerebrum](#)
[Ppl](#)

AMERICAS BEST DOT COM,LLC

[ABCOM](#)
[OUR COMPANY](#)
[CASE STUDIES](#)
[OUR PRODUCTS](#)
[TESTIMONIALS](#)
[CONTACT US](#)



ABCOM
the
intelligent
choice.

WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:

December 15, 2010
Americas Best Dot Com,

We recently had the Ultra Star Shield installed in our home, and we are very pleased With the performance of the product. When Lester Thompson and his wife, Joyce, came by to talk to us about installing the energy package, we were treated with respect. They were not pushy, but treated us very nice.

start | Americas Best Dot Com | Bornett 2011 activity | Document2 - Microsoft | 9:36 AM


[AOL Mail \(12\)](#)
[Slow Cooker Creamy Italian](#)
[My eBay All Selling](#)
[Americas Best Dot Com LLC](#)

[www.abcomllc.co/americas-best-dot-com-energy/#1__americas-best-dot-com-energy/testimonials](#)

[AOL](#)
[Ancient](#)
[iRadio](#)
[Spark](#)
[BoFA](#)
[Facebook](#)
[Hotmail](#)
[eBay](#)
[Google](#)
[Media Library](#)
[Snopes](#)
[Cerebrum](#)
[Ppl](#)

AMERICAS BEST DOT COM,LLC

[ABCOM](#)
[OUR COMPANY](#)
[CASE STUDIES](#)
[OUR PRODUCTS](#)
[TESTIMONIALS](#)
[CONTACT US](#)



WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:








December 15, 2010
Americas Best Dot Com,

We recently had the Ultra Star Shield installed in our home, and we are very pleased With the performance of the product. When Lester Thompson and his wife, Joyce, came by to talk to us about installing the energy package, we were treated with respect. They were not pushy, but treated us very nice.

The installers were also very nice and professional. They did an excellent job, including clean up

Since the products were installed in November of 2009, we've noticed that our home is much cooler in summer and warmer in winter. We are snowbirds, and the caretaker that we have come to check on our house while we are gone, said that even when he went in during the summer, even though we didn't have our AC on, the house was still cool. The garage used to be so hot in the summertime, but now it's very comfortable.

This product has sure made a difference in our overall comfort and has saved us money on our utility bills. We are very pleased with the company and the products we had










© 2011 America's Best Dot Com,LLC - All Rights Reserved.

start | Americas Best Dot Com | Bornett 2011 activity | Document2 - Microsoft | 9:36 AM

WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:



very pleased with the company and the products we had installed in our home.

We recommend this company and these products to everyone

Sincere regards,

Oscar & Evelyn Yaeggi

Ray,

I wanted to let you know our feelings about the Ultra Star Shield™, 2001. I know it has been a while since we had it installed but I wanted to see if there was proof that the products worked. Well we have the proof. There are days we hardly cut on the AC and when we come in at the end of the day it feels like the air has been on. We were planning on installing central heat and air, but there may not be a need now. I cannot believe the difference the Ultra Star Shield has made. Now for the best part! Our electric bills are about 40% less than last year. We would recommend this product to everyone. In fact we have been telling everyone we see.

100% Satisfaction Guarantee
Everything you need can be found here. No need just general solutions.

Find us on Facebook

Find us in the Yellow Pages
yp.com American Best Dot Com LLC

GOOD HOUSEKEEPING


BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:



we see.

Robert Forrest

Mr. Bomerl,

Here is the 6 month savings and comfort letter you requested at our purchase of the Ultra Star Shield™. We are very pleased! We added an additional 672 square ft, and still saved \$243 from Aug 2003 to Jan 2004 compared to August 2003 - Jan 2003. It is much easier to keep the upstairs, downstairs, and newly finished garage at a more comfortable temperature! We are very pleased!

Phyllis & Tommy Jameson

Hey Ray,

We are pleased with the Ultra Star Shield™. The house seems easier to cool with less effort of the air conditioner. We are looking forward to warmer house this winter. We are enjoying the spa and we never run out of hot water. Thanks

100% Satisfaction Guarantee
Everything you need can be found here. No need just general solutions.

Find us on Facebook

Find us in the Yellow Pages
yp.com American Best Dot Com LLC

GOOD HOUSEKEEPING

BBB

VISIT OUR HOME IMPROVEMENTS WEBSITE

© 2011 America's Best Dot Com, LLC - All Rights Reserved.

WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:



enjoying the spa and we never run out of hot water. Thanks to the hot water jacket. We enjoyed the steak dinner & meeting you and your staff. Everyone was professional and efficient.

Danny & Ann Wilkerson

Dear Ray,

A critical component of your Ultra Star Shield system was put to a crucial test within just one week of having been installed in my home, and it "passed with flying colors." We are no longer at the mercy of the weather and the comparative unreliability of conventional insulation that has traditionally filled our attic. Based on what we've experienced with your system already, any doubts or reservations we may have had, are now replaced with confident enthusiasm. In fact, we are delighted with the astounding improvement in the temperature uniformity that you can already consider us to be thoroughly satisfied customers. Thank you for having introduced us to your system. Please also express our sincere appreciation to your installers.



Find us in the Yellow Pages



American Best Dot Com LLC



© 2011 America's Best Dot Com, LLC - All Rights Reserved.

WHAT OTHERS ARE SAYING

Our customers continue to rave about how the ULTRA STAR SHIELD™ helps them make their home a more comfortable place to live, while at the same time saving those hundreds per year in utility costs. Here are just some of the comments we've heard over the years:



to the hot water jacket. We enjoyed the steak dinner & meeting you and your staff. Everyone was professional and efficient.

Danny & Ann Wilkerson

Dear Ray,

A critical component of your Ultra Star Shield system was put to a crucial test within just one week of having been installed in my home, and it "passed with flying colors." We are no longer at the mercy of the weather and the comparative unreliability of conventional insulation that has traditionally filled our attic. Based on what we've experienced with your system already, any doubts or reservations we may have had, are now replaced with confident enthusiasm. In fact, we are delighted with the astounding improvement in the temperature uniformity that you can already consider us to be thoroughly satisfied customers. Thank you for having introduced us to your system. Please also express our sincere appreciation to your installers.

Tom & Sadie Caldwell



Find us in the Yellow Pages



American Best Dot Com LLC



© 2011 America's Best Dot Com, LLC - All Rights Reserved.

AMERICAS BEST DOT COM,LLC

ABCOM

OUR COMPANY

CASE STUDIES

OUR PRODUCTS

TESTIMONIALS

CONTACT US



CONTACT US

Billmore Office Plaza
2842 N. 24th Street, Suite 114
Phoenix, AZ 85016

Tel: Main Office 623.218.7064
Fax 623.533.5580



Contact Form

Your Name:

Your Email:

CONTACT US

Billmore Office Plaza
2842 N. 24th Street, Suite 114
Phoenix, AZ 85016

Tel: Main Office 623.218.7064
Fax 623.533.5580



Contact Form

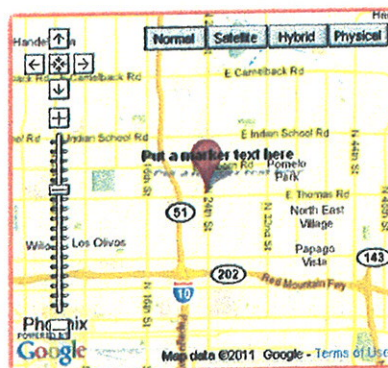
Your Name:

Your Email:

Subject:

Message:

Send



© 2011 America's Best Dot Com, LLC - All Rights Reserved.

Find us in the Yellow Pages



Americas Best Dot Com LLC



VISIT OUR HOME IMPROVEMENTS WEBSITE

RAY BORNERT'S FACEBOOK PAGE 7-26-11:

www.facebook.com/pages/Americas-Best-Dot-Com-LLC/195879310430463?sk=info

facebook 1 2 Search Home Profile Find Friends Account

America's Best Dot Com, LLC Like Edit

Shopping & Retail · Phoenix, Arizona

Information Edit

Description

Since 1981 Ray Bornert and ABCOM has been successful in marketing and installing Energy Conservation Products for home owners as well as performing and providing a General Contracting Business and service, helping families and individuals reduce their carbon footprints, provide more consistent comfort and improve their quality of life with these services through remodeling and upgrading their homes to create high tech state of the art improvements with the latest aesthetic appeal and actual savings on utility costs.

2942 N. 24th Street, Suite 114, Phoenix, AZ 85016 · Get Directions

623.218.7064

http://www.abcomllc.com

Mon - Fri: 8:00 am-5:00 pm

Address

Phone

Website

Hours

General Information

Currently, we have operations in three (3) states and will be adding sub offices in seven (7) Western States in the very near future. ABCOM, LLC holds energy savings seminars in restaurants and other locations for Homeowners in these states at present, and our vision is to have simultaneous seminars three nights a week in all of the major Cities in the Southwestern United States of America to inform, to educate and to provide homeowners with products that will save them money.

Email info@abcomllc.com

Recommend This Place

Help your friends discover great places to visit by recommending America's Best Dot Com, LLC.

Write a recommendation...

Event Invitations See All

Celebration Mass for Ella's Birthd...

Thursday, July 28

RSVP: Yes · No · Maybe

Sponsored Create an Ad

iPad2 \$11.37 - ENDS TODAY

dealzon.com

87% Cheaper than Retail Stores. Limited Supply - Don't Delay

SPIN and WIN

Play slots free on facebook today!

777 Chat

www.facebook.com/pages/Americas-Best-Dot-Com-LLC/195879310430463?v=wall

facebook 1 2 Search Home Profile Find Friends Account

America's Best Dot Com, LLC Like Create a Page

Shopping & Retail · Phoenix, Arizona

Wall America's Best Dot Com, LLC · Top Posts

America's Best Dot Com, LLC

Insulation was designed to slow down heat transfer, however insulation does little to protect against heat gain in the summertime and heat loss in the wintertime.

February 2 at 2:27pm

Melina Cyrus

WELCOME TO THE FREE ONLINE DENTAL CARE

http://dentistpro.org/

JOIN US

Dentist Professional

dentistpro.org

Dentist Professional is a Ning Network

April 22 at 7:56am · Share

America's Best Dot Com, LLC

Home of revolutionary products that guarantees to substantially save you money on your utility bills. People in well-built, well-insulated, and energy efficient homes and offices have been saving thousands of dollars.

Recommend This Place

Help your friends discover great places to visit by recommending America's Best Dot Com, LLC.

Write a recommendation...

Event Invitations See All

Celebration Mass for Ella's Birthd...

Thursday, July 28

RSVP: Yes · No · Maybe

Sponsored Create an Ad

iPad2 \$11.37 - ENDS TODAY

dealzon.com

87% Cheaper than Retail Stores. Limited Supply - Don't Delay

Groupon & Phoenix!

groupon.com

5 New things to do in Phoenix everyday.

RAY

AOL Mail (12) Slow Cooker Creamy Itali My eBay All Selling Americas Best Dot Com I Americas Best Dot Com I

www.facebook.com/pages/Americas-Best-Dot-Com-LLC/195879310438463?sk=photos

facebook 1 2 Search Home Profile Find Friends Account

Wall

Info

Friend Activity

Photos

Discussions

3 Like this

Create a Page

Subscribe via RSS

Report Page

Share

America's Best Dot Com, LLC Photos

Shopping & Retail · Phoenix, Arizona

America's Best Dot Com, LLC's Photos

See All: Photos Videos

Profile Pictures

3 photos

GO GREEN WITH ABCOM, LLC

1 photo

America's Best Dot Com

1 photo

Recommend This Place

Help your friends discover great places to visit by recommending **America's Best Dot Com, LLC**.

Write a recommendation...

Event Invitations

See All

Celebration Mass for Ella's Birthd...

Thursday, July 28

RSVP: Yes · No · Maybe

Sponsored

Create an Ad

See Jersey Rocks at TSR

talkingstickresort.com

Relive the East Coast sounds of Frankie Valli, Bon Jovi and others, 8/4-9/17 at Talking Stick Resort. Call 480-850-7734 for tickets

iPad2 \$11.37 - ENDS TODAY

dealzon.com

87% Cheaper than Retail Stores. Limited

Chat

start America's Best Dot Com... Bornert 2011 activity... Document2 - Microsoft... 9:38 AM