

IN THE COURT OF COMMON PLEAS  
BELMONT COUNTY, OHIO

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COMMON PLEAS COURT  
BELMONT CO., OHIO

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

Plaintiff,

v.

M&E PARTNERS LLC  
dba SECOND CHANCE AUTO, *et al.*

Defendants.

CASE NO. 13 CV 0402

JUDGE SOLOVAN

CONSENT JUDGMENT AND  
AGREED FINAL  
ENTRY AND ORDER

CYNTHIA K. Mc GEE  
CLERK OF COURT

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General, ("State" or "Plaintiff"), alleging that the Defendants M&E Partners ("M&E"), doing business as Second Chance Auto and David J. Ellis, Jr. (Ellis), individually and doing business as Second Chance Auto, violated Ohio's Consumer Sales Practices Act ("CSPA"), R. C. 1345.01 et seq. and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq. The parties have agreed to settle and resolve the matters contained herein. By signing this Consent Judgment and Agreed Final Entry and Order (hereinafter "Consent Judgment"), Defendants M&E and Ellis (hereinafter "Defendants") submit to the personal jurisdiction of this Court, consent to the Court's finding of the following findings of fact and conclusions of law, consent to the imposition of this Agreed Order pursuant to R.C. 1345.07(F), consent to the rights of Plaintiff to enforce this Agreed Order, and waive any and all appeal rights they may have. By signing this Consent Judgment, Defendants expressly reserve all rights and defenses, and expressly deny that they have committed any violation of federal or state law. Defendants neither admit nor deny the allegations contained in Plaintiff's Complaint.

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

JUL 24 2014

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

The Parties have voluntarily entered into this Consent Judgment and agreed to settle and resolve the matters contained herein in order to avoid protracted and costly litigation and to bring about a prompt resolution to this controversy

**FINDINGS OF FACT**

1. Defendant M&E is an Ohio limited liability corporation operating in Belmont County.
2. Defendant M&E did business as "Second Chance Auto," which is an unregistered fictitious business name.
3. Defendant Ellis is a natural person who resides at 130 Crisswill Road, St. Clairsville, Ohio.
4. Defendant Ellis did business as "Second Chance Auto."
5. The Second Chance Auto used vehicle dealership was located at 56360 National Road, Bridgeport, Ohio 43912.
6. Defendant Ellis worked as a manager at Second Chance Auto.
7. Defendants were, at all times relevant to this action, engaged in the business of soliciting, promoting, purchasing, selling, and collecting the proceeds of the sales of used motor vehicles from their business location in Bridgeport, Ohio to consumers residing in Belmont and other Ohio counties as well as other states.
8. Defendants, operating under the name Second Chance Auto, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
9. Defendant M&E failed to register its fictitious business name, Second Chance Auto, with the Ohio Secretary of State.
10. At all relevant times hereto, Defendant M&E held used motor vehicle dealer license

#UD017729, issued to Second Chance Auto by the State of Ohio under R.C. 4517.01 et seq., which allowed it to engage in the business of displaying or selling at retail or wholesale used motor vehicles. That license has since been cancelled.

11. At all relevant times hereto, the Defendants were displaying or selling used motor vehicles at the Second Chance Auto location.
12. At all relevant times hereto, Defendant Ellis held motor vehicle salesperson license #SL129711 issued to him by the State of Ohio under R.C. 4517.01 et seq., allowing him to engage in the business of displaying, selling, or offering to sell motor vehicles while employed by a dealer.
13. Defendant Ellis personally participated in the transactions at issue in this case during the time near to and subsequent to the death of M&E owner Anton Matesic.
14. The salesperson license held by Defendant Ellis has since been transferred to a different dealership.
15. Defendants sold to consumers used motor vehicles for which Defendants did not hold title, and then failed to obtain a title in the consumer purchasers' names.
16. Defendants failed to file applications for certificate of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
17. The Defendants failed to obtain certificates of title in the name of the consumer purchasers on or before the Fortieth (40th) day after the Defendants sold the used motor vehicles to the consumers.
18. As a result of Defendants' failure to transfer titles into the consumer purchasers' names on or before the Fortieth (40th) day after the sale of the used motor vehicles, Title Defect Recision consumer claims totaling Eleven Thousand Eight-Hundred and Three Dollars

and Fifty Cents (\$11,803.50) have been paid from the Title Defect Recision Fund administered by the Ohio Attorney General's Office.

**CONCLUSIONS OF LAW**

19. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Michael DeWine, brought this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.07.
20. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
21. Venue in Belmont County, Ohio is proper.
22. Defendants are "supplier[s]" as that term is defined in R.C. 1345.01(C) of the CSPA as Defendants were, at all times relevant herein, engaged in the business of effecting or soliciting consumer transactions by offering for sale and selling used motor vehicles to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).
23. A supplier commits unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA by failing to file applications for certificates of title within Thirty (30) days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b) of the Certificate of Motor Vehicle Title Act.
24. A supplier commits unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title in the name of the consumer purchasers on or before the Fortieth (40th) day following the date of the sale of the motor vehicles as required by R.C. 4505.181(B)(1) of the Certificate of Motor Vehicle Title

Act.

25. A supplier commits unfair and deceptive acts and practices in violation of R.C. 1345.02(A) of the CSPA by failing to register or report the use of all fictitious business names with the Ohio Secretary of State prior to doing business in Ohio under such fictitious names, as required by R.C. 1329.01(D).

**ORDER**

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

- A. The Court hereby **DECLARES** that the acts and practices described in the Plaintiff's Complaint, and above in the Findings of Fact and Conclusions of Law, violate the CSPA, R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., in the manner set forth in this Consent Judgment.
- B. Defendants M&E Partners LLC and David J. Ellis, Jr., doing business under their own names, as Second Chance Auto or any other names, their agents, representatives, salesmen, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, are hereby **PERMANENTLY ENJOINED** from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 et seq., or the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq.
- C. Defendants are **ORDERED**, jointly and severally, to pay to the Attorney General's Title Defect Recision Fund the amount of Eleven Thousand Eight-Hundred and Three Dollars and Fifty Cents (\$11,803.50) to reimburse funds expended to resolve title defects caused by Defendants' motor vehicle title violations. Total payment shall be due upon the date of

entry of this Consent Judgment and shall be submitted in the form of a certified check, made payable to the "Ohio Attorney General's Office," and delivered to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

- D. Pursuant to R.C. 1345.07, Defendant M&E is **ORDERED** to pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000), with Nine Thousand Dollars (\$9,000) of said penalty to be suspended upon full compliance with all terms of this Consent Judgment, including the payment of monetary amounts owed. Payment of the unsuspended portion in the amount of One Thousand Dollars (\$1,000) shall be due thirty days after the date of entry of this Consent Judgment and shall be submitted in the form of a certified check, made payable to the "Ohio Attorney General's Office," and delivered to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

- E. Pursuant to R.C. 1345.07, Defendant Ellis is **ORDERED** to pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000), with Nine Thousand Dollars (\$9,000) of said penalty to be suspended upon full compliance with all terms of this Consent Judgment, including the payment of monetary amounts owed. Payment of the unsuspended portion in the amount of One Thousand Dollars (\$1,000) shall be due thirty days after the date of entry of this Consent Judgment and shall be submitted in the form of a certified check, made payable to the "Ohio Attorney General's Office," and delivered to:

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Consumer Protection Section



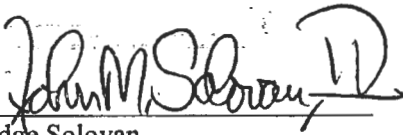
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

F. It is **ORDERED** that, pursuant to, *inter alia*, R.C. 1345.10, this Consent Judgment is not admissible as prima facie evidence of the facts on which it is based for any subsequent proceedings.

G. Defendants are **ORDERED** to pay all court costs.

H. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

  
Judge Solovan

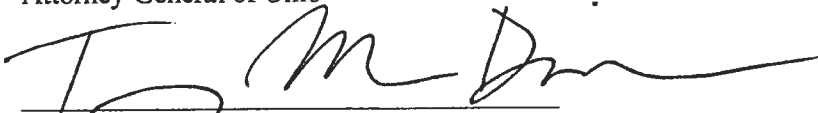
**ENDED**

CLERK SERVED COPIES ON  
ALL THE PARTIES OR  
THEIR ATTORNEYS *VMH*

**APPROVED AND AGREED TO BY:**

**PLAINTIFF**

MICHAEL DEWINE  
Attorney General of Ohio




TRACY MORRISON DICKENS (0082898)

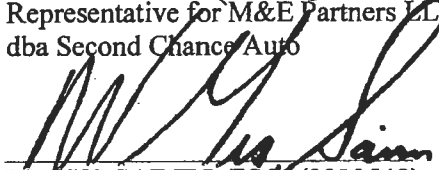
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*Counsel for Plaintiff*

**DEFENDANT M&E PARTNERS LLC**



Representative for M&E Partners LLC  
dba Second Chance Auto

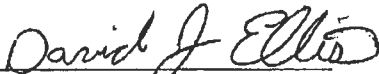


W. GUS SAINES, ESQ. (0030548)

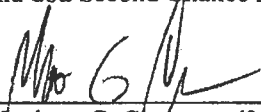
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**DEFENDANT DAVID J. ELLIS**



David J. Ellis, individually  
and dba Second Chance Auto



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