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ATTORNEY GENERAL OF OHIO

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

**MAY 02 2023**

**STATE OF OHIO, ex rel.  
DAVE YOST  
ATTORNEY GENERAL OF OHIO**

**Plaintiff,**

**v.**

**S AUTOMOTIVE LTD., et al.**

**Defendants.**

**CASE NO. 23 CV 951**

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE**

**JUDGE MUNSON**

**ENTRY AND ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
DEFAULT JUDGMENT  
AGAINST DEFENDANTS**

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendants S Automotive Ltd. ("SA") and Simon C. Nwaru, Jr. ("Nwaru") (collectively "Defendants") pursuant to Civ. R. 55(A). Defendants were properly served in this matter, have failed to file answers to Plaintiff's Complaint, and have failed to defend against this motion or appear before the Court in any manner. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court further grants Plaintiff's request to later brief the Court on the issues of consumer damages and civil penalties, and to present evidence of consumer damages via affidavit instead of via live testimony.

The Court makes the following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Defendant SA is a domestic limited liability company conducting business in Franklin County and other counties in the State of Ohio with its principal place of business located at 4333 E. Main Street, Whitehall, Ohio 43213.
2. Defendant Nwaru is an individual whose address is 6152 Sharon Woods Blvd., Columbus, Ohio 43229.
3. Defendants were at all times relevant to this action engaged in the business of soliciting,



promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles from its location in Columbus to consumers residing in Franklin and other counties.

4. Defendants, operating under the name S Automotive Ltd., solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
5. At all relevant times, Defendant Nwaru was the principal owner of Defendant SA and dominated, controlled, and directed the business activities and sales conduct of SA, exercised the authority to establish, implement, or alter the policies of SA, and committed, allowed, directed, ratified, or otherwise caused the unlawful acts alleged in the Complaint to occur.
6. At all relevant times, SA was a used motor vehicle dealer operating under a permit issued by the Ohio Bureau of Motor Vehicles, permit #UD023339.
7. Defendants failed to file applications for certificates of title within thirty days after the assignment or delivery of motor vehicles.
8. Defendants failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
9. Because of Defendants' actions, payouts were made from the Title Defect Recision ("TDR") Fund for the Defendants' failure to transfer title. Consumer claims totaling \$14,340 thus far were paid from the TDR Fund.
10. The mileage or odometer reading on the odometer of a motor vehicle is a very important factor in determining the price of a used motor vehicle, as the mileage history of a motor vehicle is connected to its value.
11. An accurate indication of the mileage on the odometer assists a buyer in deciding on the



safety and reliability of the motor vehicle.

12. Defendants were required, at the time of sale, to prepare and sign a statement, which the buyer was also required to sign, disclosing the motor vehicle's current odometer reading.
13. Defendants misrepresented the actual mileage of the odometers in the written odometer disclosure statements provided to some consumers.
14. By misrepresenting the actual mileage, Defendants were also misrepresenting the condition and reliability of the vehicles.
15. Defendants failed to disclose the odometer discrepancies to some consumers.
16. The odometer discrepancies were the result of Defendants rolling back the odometers before selling the vehicles to consumers.
17. Some consumers complained that Defendants did not provide them with written odometer disclosure statements, and/or that they did not sign the odometer disclosure statements, and/or that their signatures on the odometer disclosure statements were forged, and that they found out about the odometer discrepancy long after they purchased the motor vehicles.
18. A rebuilt title reflects that a vehicle has been rehabilitated after being issued a salvage title, which would have resulted from collision damage, fire, or even a manufacturer buyback following a lemon-law claim.
19. There is no guarantee a car bearing a rebuilt title is safe or reliable.
20. Defendants were required to notify potential consumers in writing prior to the execution of a purchase agreement that a motor vehicle is a rebuilt salvage vehicle with a title branded rebuilt salvage.
21. Defendants did not disclose the fact that they were selling rebuilt salvage vehicles to



consumers in writing prior to the execution of purchase agreements.

22. Consumers were not advised by Defendants, nor were they aware that they were purchasing rebuilt salvage vehicles.

### **CONCLUSIONS OF LAW**

1. The Court has jurisdiction over the subject matter, issues, Defendants, and venue is proper.
2. The business practices of Defendants, as described here and in Plaintiff's Complaint, are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of this state, is the proper party to commence this action under the authority of the Consumer Sales Practices Act, R.C. 1345.07, and by virtue of his authority to protect the interests of the citizens of the State of Ohio.
4. Defendants are "suppliers," as that term is defined in R.C. 1345.01(C), as they engaged in the business of effecting "consumer transactions" by soliciting consumers for the sale and repair of motor vehicles for a fee, within the meaning of R.C. 1345.01(A).
5. Defendants committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), 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).
6. Defendants committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title on or before the Fortieth (40th) day of sale of the motor vehicles as required by R.C. 4505.181(B)(1).
7. Defendants committed unfair and deceptive acts or practices in violation of the Consumer



Sales Practices Act, R.C. 1345.02 and O.A.C. 109:4-3-16(B)(29), by failing to disclose, prior to obtaining the signatures of consumers on any documents for the purchase of motor vehicles, the fact that such motor vehicles were previously titled as rebuilt salvage vehicles when Defendants had actual knowledge of such facts.

8. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and O.A.C. 109:4-3-10(A), by making representations, claims, or assertions of fact, orally or in writing, which would cause a reasonable consumer to believe such statements regarding the mileage listed on their purchase agreements and odometer disclosure statements were accurate when Defendants knew they were not.
9. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and the Odometer Rollback and Disclosure Act, R.C. 4549.45(A), by failing to provide true and complete odometer disclosures as required by R.C. 4505.06.
10. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and R.C. 4549.42(A), by adjusting, altering, changing, tampering with, or setting back, an odometer of a motor vehicle, or caused any of the foregoing to occur to an odometer of a motor vehicle with the intent to alter the number of miles registered on the odometer.
11. The acts or practices described in Conclusions of Law 5-10 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. or are acts and practices declared to be unfair or deceptive by a rule adopted pursuant to R.C. 1345.05(B)(2). Defendants committed said violations after the adoption of such rule or after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).



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

1. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts and practices set forth above violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., and the Odometer Rollback and Disclosure Act, R.C. 4549.41 et seq., in the manner set forth in the Complaint.
2. Defendants are PERMANENTLY ENJOINED from engaging in any consumer transactions in the State of Ohio as an auto dealer.
3. Defendants, under the name S Automotive Ltd. or any other name, their agents, representatives, salespeople, employees, successors and assigns, and all persons acting on behalf of them directly or indirectly, through any corporate or private device, partnership or association, are PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., and the Odometer Rollback and Disclosure Act, R.C. 4549.41 et seq.
4. Pursuant to R.C. 1345.07(B), Defendants are ORDERED to pay damages to all consumers injured by their conduct, as set forth above. The total amount of consumer damages owed will be determined by affidavits, in lieu of live testimony, and Plaintiff shall brief the Court on the issue at a future date.
5. Defendants are ORDERED TO PAY to the Ohio Attorney General as recovery for and deposit into the TDR Fund the amount spent to resolve consumer title complaints. The total amount owed will be determined by affidavits, in lieu of live testimony, and Plaintiff shall brief the Court on the issue at a future date.



6. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendants are ORDERED, pursuant to R.C. 1345.07(D), to pay civil penalties. Plaintiff shall brief the Court at a future date on the amount of civil penalties that Plaintiff is requesting and the basis for the request.
7. Defendants are ORDERED, pursuant to R.C. 4549.48(B), to pay a civil penalty. Plaintiff shall brief the Court at a future date on the amount of civil penalties that Plaintiff is requesting and the basis for the request.
8. Defendants are prohibited from engaging in consumer transactions as suppliers in the State of Ohio until they have satisfied all restitution, civil penalties, court costs, and have made payment to the TDR Fund.
9. Defendants are prohibited from maintaining, renewing, or applying for an auto dealer license under Chapter 4517 of the Revised Code.
10. This Court shall retain jurisdiction for the purpose of enforcement, or for inclusion of a consumer restitution Order, in the event additional consumer complaints are filed with the Plaintiff.
11. Defendants are ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
12. Defendants are ORDERED to pay all court costs of this action.



IT IS SO ORDERED.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE MUNSON

Submitted By:

DAVE YOST  
Attorney General

/s/ Rosemary E. Rupert  
ROSEMARY E. RUPERT (0042389)  
Principal Assistant Attorney General  
Consumer Protection Section  
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*Counsel for Plaintiff*

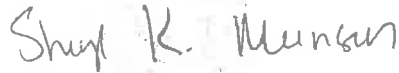
**Clerk, please mail electronic copies to all parties of record:**



Franklin County Court of Common Pleas

**Date:** 04-28-2023  
**Case Title:** STATE OF OHIO EX REL ATTY GENERAL DAVE Y -VS- S  
AUTOMOTIVE LTD ET AL  
**Case Number:** 23CV000951  
**Type:** DEFAULT JUDGMENT FOR CASE

It Is So Ordered.

A handwritten signature in black ink that reads "Sheryl K. Munson". The signature is written in a cursive, flowing style. The letters are dark and clear against the white background.

/s/ Judge Sheryl K. Munson



Court Disposition

Case Number: 23CV000951

Case Style: STATE OF OHIO EX REL ATTY GENERAL DAVE Y -  
VS- S AUTOMOTIVE LTD ET AL

Case Terminated: 12 - Default

Final Appealable Order: Yes

Motion Tie Off Information:

1. Motion CMS Document Id: 23CV0009512023-04-0799980000  
Document Title: 04-07-2023-MOTION FOR DEFAULT JUDGMENT  
- PLAINTIFF: STATE OF OHIO EX REL ATTY GENERAL DAVE Y  
Disposition: MOTION GRANTED