

**COPY**

IN THE COURT OF COMMON PLEAS OF ERIE COUNTY, OHIO

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

CASE NO. 2015 CV 0203

JUDGE TYGH TONE

Plaintiff,

v.

HOMETOWN CAR SALES, et al.

Defendants.

CONSENT JUDGMENT AND  
AGREED ENTRY AND ORDER  
WITH DEFENDANTS  
HOMETOWN CAR SALES AND  
BRIAN L. VANVLERAH

(FINAL APPEALABLE ORDER)

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Hometown Car Sales and Brian L. VanVlerah ("hereinafter Defendants") with violations of the Ohio 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.* Plaintiff and Defendants Hometown Car Sales ("Hometown") and Brian L. VanVlerah ("VanVlerah") have agreed to settle and resolve the matters contained herein and all claims alleged against them. By signing this Consent Judgment and Agreed Entry and Order ("Agreed Order"), Defendants waive service of process of the summons and complaint, and/or any defects therein, submits to the personal jurisdiction of this Court, consents to the entry of this Judgment pursuant to R.C. 1345.07(F), to the imposition of this Agreed Entry, and to the rights of Plaintiff to enforce this Agreed Entry.

FINDINGS OF FACT

1. Defendant Hometown Car Sales is an Ohio limited liability company last operating at 2434 W. Monroe St., Sandusky, OH 44870.
2. Defendant Brian L. VanVlerah ("VanVlerah") is an individual whose address is 6300

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Zachary Dr., Sandusky, OH 44870.

3. Defendant VanVlerah had an ownership interest in and operated Defendant Hometown Car Sales and dominated, controlled and directed the business activities and sales conduct of Hometown Car Sales, and exercised the authority to establish, implement or alter the policies of Hometown Car Sales, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
4. 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 their location in Sandusky to consumers residing in Erie and other Ohio counties.
5. Defendants, operating under the name Hometown Car Sales, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. Defendant Hometown Car Sales held license #UD019559 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing it to engage in the business of displaying or selling at retail or wholesale used motor vehicles.
7. Defendants were displaying or selling used motor vehicles at the Hometown Car Sales location.
8. Defendants failed to file applications for certificate of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
9. Defendants failed to obtain certificates of title on or before the Fortieth (40<sup>th</sup>) day after the sale of motor vehicles.
10. Title Defect Rescission consumer claims totaling \$9,655.32 thus far were paid from the

Title Defect Rescission Fund, administered by the Ohio Attorney General's Office, after the Defendants failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.

### **CONCLUSIONS OF LAW**

1. The Attorney General is the proper party to commence these proceedings under the authority vested in him by the R.C. 1345.07 of the CSPA, and the Certificate of Motor Vehicle Title Act, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that Defendant VanVlerah resides in, operated his business from, and engaged in the transactions complained of in Erie County.
4. Defendants were "suppliers" as that term is defined in R.C. 1345.01(C) as he engaged in the business of effecting or soliciting "consumer transactions" as that term is defined in R.C. 1345.01(A).
5. Defendants engaged in "consumer transactions" by offering for sale, selling, or financing the purchase of 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).
6. The actions committed by Defendants V, as set forth above, are in violation of the CSPA, and the Certificate of Motor Vehicle Title Act.
7. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02 by failing to file applications for certificates of title within Thirty (30) days

after the assignment of delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).

8. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, 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).
9. Such acts or practices have been previously determined by Ohio courts to violate the CSPA Act, R.C. 1345.01 *et seq.* Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

#### **ORDER**

- A. The Court hereby DECLARES that the acts and practices described above violate the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* set forth in this Complaint.
- B. Defendant VanVlerah, individually and doing business under the name Hometown Car Sales or any other name, his officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, through any corporate device, partnership or association, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, 109:4-3-01 *et seq.*, or the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* including, without limitation, violations of the specific statutes described in this Agreed Order.
- C. Pursuant to R.C. 1345.07(D), Defendants jointly and severally shall pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000.00). The total amount of the civil penalty

is suspended so long as the Defendants are in compliance with all of the provisions of this Order. Should the Defendants violate any of the provisions of this Order then the total amount of the suspended civil penalty shall become immediately due and payable, and judgment shall issue in the amount of Ten Thousand Dollars (\$10,000.00).

- D. IT IS FURTHER ORDERED that Defendants jointly and severally shall reimburse the Title Defect Recision Fund Administered by the Ohio Attorney General in the amount of Nine Thousand Six Hundred Fifty-Five Dollars and Thirty Two Cents (\$9,655.32). This amount includes Title Defect Recision payments to consumers in the following amounts:

Hutchinson	\$2,136.00
Brandon Neuberger	\$3,190.00
Rine	\$15.00 (paid to BMV to transfer title)
Trushell	\$2,450.00
Wells	\$1,864.32.

In addition, the amount applied to Hutchinson shall be offset by any restitution payments Defendant VanVlerah makes in Erie County criminal case number 2013 CR 505. Payment of the \$9,655.32 shall be made at the rate of Two Hundred Fifty Dollars (\$250.00) per month with the first payment due on or before September 1, 2015 and thereafter on or before the first of the month until paid in full. Payment shall be made to the Ohio Attorney General Compliance Officer, 30 E. Broad St., 14<sup>th</sup> Fl., Columbus, Ohio 43215.

- E. IT IS FURTHERE ORDERED that Defendant VanVlerah shall be prohibited from applying for or obtaining an auto dealer or salesperson license under Chapter 4517 of the Revised Code if he is not in compliance with all of the provisions of this Order,

including all payment provisions.

- F. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the business operations.
- G. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Agreed Order, Defendants jointly and severally shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.
- H. Defendants jointly and severally shall pay all court costs associated with this action.

**IT IS SO ORDERED.**

8/13/15  
DATE

JUDGE TICH TONE

Agreed to by:

MICHAEL DEWINE  
Attorney General

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Rosemary E. Rupert (0042389)  
Principal Assistant Attorney General  
Director of the Title Defect Recision Unit  
Consumer Protection Section  
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(614) 466-8831 (phone)

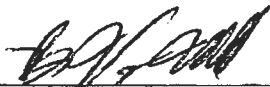
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Sandusky, OH 44870  
*Defendant*



Hometown Car Sales  
by Brian L. VanVlerah  
*Defendant*