

IN THE COURT OF COMMON PLEAS OF FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO. 15 CV 001740
MICHAEL DEWINE)	
ATTORNEY GENERAL OF OHIO)	
)	JUDGE DAVID YOUNG
Plaintiff,)	
)	<u>JUDGMENT ENTRY AND ORDER</u>
v.)	<u>GRANTING DAMAGES AND OTHER</u>
)	<u>RELIEF AGAINST DEFENDANTS</u>
KEEONIA DAVIS et al.,)	<u>KEEONIA DAVIS AND ALVIN</u>
)	<u>DAVIS DBA QUALITY USED AUTO</u>
Defendants.)	<u>SALES</u>

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendants Keeonia Davis and Alvin Davis d/b/a Quality Used Auto Sales ("Defendants") pursuant to Civ. R. 55(A). Defendants were properly served in this matter, have failed to file an answer to Plaintiff's Complaint, and have failed to defend against this motion or appear before the Court in any manner. On August 12, 2015 the Court granted the motion, and on September 24, 2015 held a damages hearing. The Court, based on that motion, Plaintiff's Complaint, and the damages hearing, hereby renders the Entry and Order awarding damages and other relief against Defendants Keeonia Davis and Alvin Davis.

FINDINGS OF FACT

1. Defendant Keeonia Davis is an individual who, upon information and belief, resides at 4082 Shannon Green Drive, Canal Winchester Ohio 43110.
2. Defendant Keeonia Davis did business under the registered trade name "Quality Used Auto Sales" ("Quality").
3. Doing business as Quality Used Auto Sales, Defendant Keeonia Davis operated a used car dealership, last operating at 1232 Sullivant Ave, Columbus, OH 43223 and

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committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.

4. Defendant Alvin Davis is an individual who, upon information and belief, resides at 4082 Shannon Green Drive, Canal Winchester Ohio 43110.
5. Defendant Alvin Davis was an employee and manager of Quality Used Auto Sales, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
6. 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 Franklin County.
7. Defendants solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
8. At all relevant times hereto, Quality Used Auto Sales held dealer permit #UD020424 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.
9. At all relevant times hereto, Defendants were displaying or selling used motor vehicles at the Quality Used Auto Sales location.
10. Defendants failed to file applications for certificate of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
11. Defendants failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
12. Title Defect Rescission consumer claims totaling \$10,655 were paid from the Title Defect Rescission Fund, administered by the Ohio Attorney General's Office, after

Defendants failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of the motor vehicles.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
2. The business practices of the Defendants, as described herein 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 were "supplier(s)," 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 have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by:
 - A. 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).
 - B. 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).

6. The acts or practices described in Conclusions of Law ¶¶5A-B have been previously determined by Ohio courts to violate the Consumer Sales Practices 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).
7. Defendants are personally liable as they had an ownership interest in Quality Used Auto Sales and dominated, controlled and directed the business activities and sales conduct of Quality Used Auto Sales. Defendants exercised the authority to establish, implement or alter the policies of Quality Used Auto Sales, and committed, allowed, directed, ratified or otherwise caused the unlawful acts to occur.

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 Consumer Sales Practices Act in the manner set forth herein.
2. Defendants Keeonia Davis and Alvin Davis are PERMANENTLY ENJOINED from engaging in any consumer transactions in the State of Ohio as an auto dealer until all financial obligations ordered in this matter are satisfied in their entirety.
3. Defendants Keeonia Davis and Alvin Davis under their own names 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 Consumer Sales Practices Act, R.C. 1345.01 et seq. and the Substantive Rules enacted thereunder.

4. Defendants Keeonia Davis and Alvin Davis are ORDERED TO PAY, jointly and severally, Ten Thousand Six Hundred and Fifty Five Dollars (\$10,655.00) to the Ohio Attorney General to reimburse the Title Defect Recision Fund.
5. Defendants Keeonia Davis and Alvin Davis are ORDERED TO PAY, jointly and severally, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) pursuant to R.C. 1345.07(D).
6. Within seven days of the filing of this decision, all payments shall be made by delivering a certified check or money order payable to the "Ohio Attorney General" and sent c/o Consumer Protection Compliance Officer, 30 E. Broad St., 14th Floor, Columbus, Ohio 43215.
7. This Court shall retain jurisdiction for the purpose of enforcement, or for inclusion of a consumer restitution or Title Defect Recision Fund restitution Order, in the event additional consumer complaints are filed with the Plaintiff.
8. Defendants Keeonia Davis and Alvin Davis are ORDERED to pay, jointly and severally, all court costs of this action.

IT IS SO ORDERED.

DATE

JUDGE DAVID YOUNG

Franklin County Court of Common Pleas

Date: 09-24-2015
Case Title: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-
KEEONIA DAVIS ET AL
Case Number: 15CV001740
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in black ink, appearing to read "David C. Young", written in a cursive style.

/s/ Judge David C. Young