

**STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION**

**FRANKLIN COUNTY, OHIO**

**IN THE MATTER OF:**

**K & K Auto Sales, LLC  
3174 Westerville Road  
Columbus, Ohio 43224**

**DOCKET NO. 510350**

**RECEIVED  
ATTORNEY GENERAL OF OHIO**

JAN 07 2016

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance ("Assurance") is entered into this 7<sup>th</sup> day of January, 2016 Michael DeWine, the Attorney General of the State of Ohio ("Attorney General"), and K & K Auto Sales, LLC.

For purposes of this Assurance, "Respondent" means K & K Auto Sales, LLC. and its agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with it, directly or indirectly, through any corporate device, partnership or association. Respondent K & K Auto Sales, LLC is a limited liability company registered with the Ohio Secretary of State with its principal place of business at 3174 Westerville Rd., Columbus, Ohio 43224. Its members, managers or representatives include Isaac Awuah and Kwame Yeboah.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Respondent engaged in acts or practices which violated the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.*, and its Substantive Rules, Ohio Administrative Code

("O.A.C.") 109:4-3-01 *et seq.*, conducted an investigation pursuant to the authority granted to him by R.C. 1345.06;

**WHEREAS**, Respondent cooperated with the Attorney General's investigation;

**WHEREAS**, the Attorney General may, pursuant to R.C. 1345.06(F), terminate an investigation upon the acceptance of an Assurance of Voluntary Compliance;

**WHEREAS**, Respondent voluntarily enters into this Assurance of Voluntary Compliance with the Attorney General as it is Respondent's intent and desire to comply with all aspects of consumer law, including but not limited to, the provisions of the CSPA cited herein; and

**NOW THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties hereto **AGREE** as follows:

- 1) The "Effective Date" shall mean the date indicated on the first page of this Assurance.
- 2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation of Respondents' business practices and actions occurring on or before the Effective Date of this Assurance.
- 3) By giving this written Assurance, Respondents agree to comply with all the terms of this Assurance and to conduct their business in compliance with all applicable Ohio laws, including without limitation, the CSPA, R.C. 1345.01 *et seq.*, and its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*

### **STATEMENT OF FACTS**

- 4) Respondent is a "supplier" as Respondent is engaged in the business of effecting "consumer transactions," either directly or indirectly, by soliciting or selling goods or services to "consumers" for purposes that are primarily for personal, family or household use, as those terms are defined in R.C. 1345.01(A), (C) and (D).
- 5) Respondent is engaged in the business of advertising, soliciting, offering for sale and/or selling used cars.
- 6) Respondent agreed to purchase a truck at the request of Consumer Diana Hayes through the online auction website CoPart. Consumer Diana Hayes communicated with Respondent regarding this transaction through an individual named "Daniel."
- 7) Consumer Hayes transferred \$15,000 by wire transfer to the Respondent to complete this purchase.
- 8) Pursuant to a state subpoena, Respondent's representative Isaac Awuah met with representatives of the Attorney General's Office on September 17, 2015, and Respondent's representatives Isaac Awuah and Kwame Yeboah met with representatives of the Attorney General's Office on September 28, 2015, to discuss this matter.
- 9) Respondent's representatives claim Consumer Diana Hayes authorized a purchase up to \$25,000, and that they purchased a truck for \$24,000 using the \$15,000 from Consumer Hayes and their own money.
- 10) Respondent's representatives claim that after the truck was purchased, Consumer Diana Hayes cancelled her request, and that they had to re-sell the truck for \$12,000.

- 11) Respondent's representatives and Consumer Hayes agree that Respondent has already refunded \$9000 to Diana Hayes or Daniel.
- 12) Respondent's representatives provided no documentation at all, including documentation regarding the purchase, Consumer Hayes request to cancel the purchase, any correspondence between the parties, or proof of expenses associated with the transaction.
- 13) During the meeting on September 28, 2015, Respondent, through its representatives, agreed to pay \$3000 to Consumer Hayes to satisfy her claim against them, on the terms stated below.
- 14) Consumer Hayes has agreed to accept \$3000 in satisfaction of her claim against Respondent.

#### **COMPLIANCE PROVISIONS**

- 15) In connection with the advertising, offering and sale of motor vehicles, Respondent shall comply with applicable Ohio law, including the Consumer Sales Practices Act.
- 16) Respondent shall comply with applicable Ohio law concerning its requirements as a motor vehicle dealer, including the requirement that it maintain records of all motor vehicles purchased and sold pursuant to OAC 4501:1-3-04.

#### **GENERAL PROVISIONS**

- 17) This Assurance shall be governed by the laws of the State of Ohio.
- 18) This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondents shall not represent directly or indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned or approved any part or aspect of Respondent's business practices.

- 19) This Assurance sets forth the entire agreement between the Attorney General and Respondent (the "Parties") and supersedes all prior agreements or understandings, whether written or oral, between the Parties with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under state law.
- 20) The Parties acknowledge that no other promises, representations or agreements of any nature have been made or entered into by the Parties. The Parties further acknowledge that this Assurance constitutes a single and entire agreement that is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.
- 21) Respondent shall continue to negotiate in good faith, and resolve, through the office of the Attorney General, any consumer complaints filed with this office concerning Respondent's conduct occurring prior to or after the Effective Date of this Assurance.
- 22) This Assurance is a public record and shall be maintained in the Public Inspection File.

#### **RESTITUTION AND PAYMENT TO THE STATE**

- 23) As part of the consideration for the termination of the Attorney General's investigation of Respondent under the CSPA, R.C. 1345.06, Respondent shall pay \$3000 to Consumer Diana Hayes according to the following payment schedule: \$500 shall be due within 30 days of execution of this agreement by all parties. The

remaining \$2500 shall be paid over 25 months at \$100/month, payment to be received by the last calendar day of each month.

- 24) Respondent shall make its payments to Consumer Diana Hayes through the Attorney General's Office by delivering payments by certified check or money order, made payable to the "Ohio Attorney General's Office," to the following address:

**Ohio Attorney General's Office  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215**

**PENALTIES FOR FAILURE TO COMPLY**

- 25) The Attorney General may assert any claim that Respondents have violated this Assurance in a separate civil action to enforce this Assurance, or to seek any other relief afforded by law, including attorney fees, investigative costs, and a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00), as set forth in R.C. 1345.07(D), for each separate and appropriate violation the Attorney General asserts Respondent has committed. In any such action or proceeding, relevant evidence of conduct that occurred before the Effective Date shall be admissible on any material issue, including alleged willfulness, intent, knowledge, contempt or breach, to the extent permitted by law. By this paragraph, Respondent does not waive any evidentiary objection or any other objection they may have as permitted by law to the admissibility of any such evidence.
- 26) Pursuant to R.C. 1345.06(F), this Assurance is not, and shall not be construed as, evidence of any violation of the Consumer Sales Practices Act or the Substantive Rules adopted thereunder, by Respondents. Evidence of a violation of an Assurance of Voluntary Compliance, though, is prima-facie evidence of an act or practice in

violation of the CSPA, R.C. 1345.01 *et seq.*, if presented after the violation in an action brought under the CSPA, R.C. 1345.01 *et seq.*

- 27) This Assurance shall in no way exempts Respondent from any other obligations imposed by law, and nothing contained herein shall relieve Respondent of any legal responsibility for any acts or practices engaged in by Respondent other than those acts specifically resolved by this Assurance.
- 28) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Respondent under any legal authority granted to the Attorney General:
  - (a.) With respect to the transactions or occurrences which are the subject of this enforcement action, if the terms of this Assurance are not fully obeyed; or
  - (b.) With respect to transactions or occurrences which are not the subject of this action.

**WHEREFORE**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 7<sup>th</sup> day of January, 2016.

***Signature page below.***

SIGNATURES

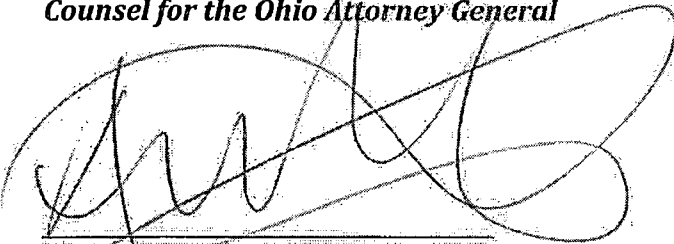
**MICHAEL DEWINE**  
**OHIO ATTORNEY GENERAL**



**BRANDON C. DUCK (0076725)**  
Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
(614) 466.1031  
(866) 848.1068 (facsimile)  
*Counsel for the Ohio Attorney General*

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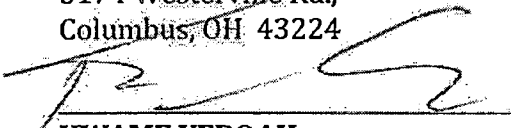
DATE



**ISAAC AWUAH**  
*On Behalf Of*  
**K & K Auto Sales, LLC**  
3174 Westerville Rd.,  
Columbus, OH 43224

12/30/15

DATE



**KWAME YEBOAH**  
*On Behalf Of*  
**K & K Auto Sales, LLC**  
3174 Westerville Rd.,  
Columbus, OH 43224

12-30-15

DATE