

MAR 29 2016

STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

STATE OF OHIO

IN THE MATTER OF:

Joseph Glick, individually,  
and Glick Management, LLC

Docket #: 514759

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance ("Assurance") is entered into this 25<sup>th</sup> day of March, 2016 by and between Joseph Glick, individually, and Glick Management, LLC, (collectively "Supplier") and Michael DeWine, Attorney General of the State of Ohio ("Attorney General").

**WHEREAS**, the Attorney General, having reasonable cause to believe that Supplier may have engaged in acts and practices which violate Ohio's Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., the Substantive Rules, O.A.C. 109:4-3-01 et seq., and the Retail Installment Sales Act ("RISA"), R.C. 1317.01 et seq., has conducted an investigation pursuant to the authority granted to him by R.C. 1345.06; and

**WHEREAS**, the Attorney General may, pursuant to R.C. 1345.06(F), enter into and accept an Assurance of Voluntary Compliance; and

**WHEREAS**, this Assurance of Voluntary Compliance is an assurance in writing by Supplier of its intent to conduct its business in a manner designed to comply with the provisions of the CSPA and the RISA; and

**WHEREAS**, Supplier, desiring to comply with all aspects of the CSPA and RISA, hereby voluntarily enters into this Assurance with the Attorney General.

**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 that is indicated on the first page of this Assurance.
- (2) By accepting this written Assurance, the Attorney General agrees to terminate the current investigation by his Consumer Protection Section of Supplier's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Supplier agrees to comply with all the terms of this Assurance and to conduct its business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its Substantive Rules and the RISA.

**BACKGROUND AND STATEMENT OF FACTS**

- (4) Joseph Glick ("Glick") is a natural person residing in the State of Ohio.
- (5) Glick Management LLC is an Ohio limited liability company.
- (6) Supplier owns and operates Tri State Auto Sales, a used car dealership located at 4363 Kellogg Avenue, Cincinnati, Ohio 45226.
- (7) Glick at all times pertinent hereto, was the sole owner and directed and controlled all business activities of Glick Management, LLC, including the solicitation for sale and sale of used motor vehicles.
- (8) Glick controlled and directed the business activities and sales conduct of Glick Management, LLC, causing, personally participating in, or ratifying the acts and practices of Glick Management, LLC and Tri State Auto Sales.
- (9) Glick and Glick Management, LLC are suppliers as that term is defined in R.C. 1345.01(C) as they are engaged in the business of effecting or soliciting consumer

transactions for purposes that are primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

- (10) Supplier holds licenses #UD019409 and #LD0006859 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.
- (11) At all times relevant to this investigation, Supplier offered to consumers used vehicle sales and financing from its business location in Hamilton County.
- (12) Supplier used a document captioned "Security Agreement – Retail Installment Contract" for consumer transactions in which the cash price of the used vehicle would be paid for by the consumers in installments over time.
- (13) The Retail Installment Contract had a line item titled "Total Amount to be financed."
- (14) The Retail Installment Contract also included a "minimum processing fee due on a weekly basis of \$39.00." This fee was assessed weekly no matter how much the consumer financed. This fee did not reduce the balance the consumer owed and continued on indefinitely, unless the consumer paid off the balance of the vehicle.
- (15) No other payments, other than the weekly "processing fee" were listed as due under the Retail Installment Contract.
- (16) Supplier failed to include in the Retail Installment Contract the date of each payment necessary to pay the time balance of the total amount due under the retail installment contracts, in violation of R.C. 1317.04(G).
- (17) Supplier failed to provide consumers with payment schedules that were based on a combined total of the cash price and all finance charges and service charges, in violation of R.C. 1317.06(C).

- (18) Supplier failed to provide consumers with payment schedules where all payments were substantially equal, in violation of R.C. 1317.06(C).
- (19) Supplier failed to disclose the actual cost of credit, in violation of R.C. 1317.06(C).
- (20) Supplier assessed a late fee of \$10 for each late payment, without giving the consumer any grace period.
- (21) Supplier repossessed vehicles if a consumer did not make the weekly payment and repossessed vehicles for late payments before the delinquency reached 30 days.
- (22) When repossessing vehicles, Supplier failed to send a notice setting forth specifically circumstances constituting a default within five (5) days after repossessing a consumer's motor vehicle, in violation of R.C. 1317.12.
- (23) Supplier failed to dispose of consumers vehicles after repossession in a commercially reasonable manner, and failed to provide notice to the consumers at least ten (10) days prior to disposition of the collateral stating the time and place the collateral would be sold and the minimum price for which such collateral would be sold, together with a statement that the debtor could be held liable for any deficiency resulting from such sale, in violation of R.C. 1317.16.
- (24) Supplier failed to provide a proper accounting and/or refund to consumers after reselling the consumers' repossessed automobiles.

#### **COMPLIANCE PROVISIONS**

- (25) Supplier shall not engage in acts and practices, including those acts and practices referred to in the background-statement of facts that violate the CSPA and the RISA.
- (26) Supplier shall, in any retail installment contract:

- a. include the date of each payment necessary to pay the time balance of the total amount due under the retail installment contracts,
  - b. provide consumers with payment schedules that were based on a combined total of the cash price and all finance charges and service charges,
  - c. provide consumers with payment schedules where all payments were substantially equal, and
  - d. disclose the actual cost of credit.
- (27) Supplier shall refrain from accelerating any payments on account of a default in the making of an installment payment that has not continued for at least thirty days.
- (28) Supplier shall refrain from charging late fees for delinquent payments less than ten days late.
- (29) Supplier shall not charge interest or finance charges greater than the amount allowed by R.C. 1317.06 or R.C. 1317.061.
- (30) Supplier shall send a notice setting forth specifically circumstances constituting a default within five (5) days after repossessing a consumer's motor vehicle.
- (31) Supplier shall refrain from failing to dispose of a consumer's vehicle after repossession in a commercially reasonable manner, and failing to provide notice to the consumer at least ten (10) days prior to disposition of the collateral stating the time and place the collateral would be sold and the minimum price for which such collateral would be sold, together with a statement that the debtor could be held liable for any deficiency resulting from such sale.
- (32) In the event of repossession, Supplier shall provide a proper accounting and/or refund to consumers after reselling the consumers' repossessed automobiles.

### **GENERAL PROVISIONS**

- (33) Supplier understands and agrees that this Assurance applies to any related owners, principals, officers, directors, agents, servants, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
- (34) This Assurance shall be governed by the laws of the State of Ohio.
- (35) This Assurance does not constitute an approval by the Attorney General of any of Supplier's business practices, and Supplier 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 its business practices.
- (36) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supersedes all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel 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.
- (37) 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.
- (38) Supplier shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office concerning Supplier's conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.

- (39) This Assurance is a public record and shall be maintained in the Public Inspection File.

**PAYMENT TO THE STATE**

- (40) Furthermore, as part of the consideration for the termination of the Attorney General's investigation of Supplier under the CSPA, R.C. 1345.01 et seq., Supplier shall make a payment to the State of Ohio in the amount of Fifteen Thousand Dollars (\$15,000), to be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, to be used by the Attorney General as provided by R.C. 1345.51. Ten Thousand Dollars (\$10,000) of this amount is suspended upon strict compliance with this Assurance.
- (41) As a result of overcharging for interest and finance charges, Supplier will provide a credit to consumers in the amount overcharged. The chart attached as Exhibit A lists the amounts that the consumers still owe after they are credited the amounts that they have overpaid. A negative amount reflects consumers that are due a refund. In addition, the consumers with a negative amount listed shall have the title to the vehicle transferred into their name and any lien removed from the vehicle title. The total for consumers who will receive a cash refund is \$4,881.57. This restitution amount shall be paid to the Attorney General to be distributed to the consumers.
- (42) Payment of \$2,000 is due upon the execution of this Assurance and shall be submitted to the Attorney General's Office in the form of a certified check, made payable to "The Ohio Attorney General" and shall be mailed to:

Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

The remaining \$7,881.57 shall be paid in monthly installments of \$500 as follows:

April	2016	500
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May	2016	500
June	2016	500
July	2016	500
August	2016	500
September	2016	500
October	2016	500
November	2016	500
December	2016	500
January	2017	500
February	2017	500
March	2017	500
April	2017	500
May	2017	500
June	2017	500
July	2017	381.57

The monthly payments shall be made by Supplier to "The Ohio Attorney General's Office" and received by the Attorney General on or before the last day of each month.

**PENALTIES FOR FAILURE TO COMPLY**

- (43) If Supplier fails to timely deliver any payment to the Attorney General's Office or perform any obligation due hereunder, all amounts, including the \$10,000.00 suspended payment referenced in Paragraph (40) above, shall immediately become due and payable hereunder.
- (44) The acceptance of any payment by the Attorney General subsequent to the time it is due or the failure of the Attorney General to insist on strict performance of any order contained within this Assurance, including, but not limited to, the obligation created by the acceleration provision in Paragraph (43) of this Assurance, shall not be construed as a waiver of any of the obligations created by this Assurance.
- (45) The Attorney General may assert any claim that Supplier has violated this Assurance in a separate civil action to enforce this Assurance against Supplier and the court shall apply



applicable standards of law to determine damages per any subsequent violations, which may include any and all remedies available to the Attorney General pursuant to R.C. 1345.07. 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.

- (46) Evidence of a violation of an Assurance of Voluntary Compliance 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.
- (47) This Assurance shall in no way exempt Supplier from any other obligations imposed by law, and nothing contained herein shall relieve Supplier of any legal responsibility for any acts or practices engaged in by it other than those acts specifically resolved by this Assurance.
- (48) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Supplier 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.

SIGNATURES

Accepted:

MICHAEL DEWINE  
ATTORNEY GENERAL

BY:



Date:


3/25/16

Eric M. Gooding (0086555)  
Assistant Attorney General  
Consumer Protection Section  
441 Vine Street, 1600 Carew Tower  
Cincinnati, Ohio 45202  
(513) 852-1527  
(877) 381-1751 (fax)  
Eric.Gooding@ohioattorneygeneral.gov

*Counsel for the Ohio Attorney General*

Accepted:

BY:



Date:

3-21-16

Joseph Glick, individually,  
and on behalf of Glick Management, LLC.

**Exhibit A**

Last Name	First Name	Remaining balance
Allen	Jamie	\$ (794.63)
Back	James	\$ 263.39
Bickers	Linda	\$ (848.71)
Blye	Aaron	\$ 1,514.42
Branam	William	\$ (72.88)
Brotherton	Jessica	\$ (500.81)
Caudill	Kimberly	\$ 884.52
Cook	Megan	\$ 807.82
Dalton	John	\$ 141.49
Davis	Dionne	\$ 1,143.91
Denham	Destiny	\$ 555.26
Dowedell	Reginald	\$ 940.80
Duskin	Sonja	\$ 1,259.29
Ferguson	Mariah	\$ 1,372.17
Fleming	Harold	\$ 996.33
Gault	Tokayus	\$ 1,394.26
Geier	Michelle	\$ 1,338.41
Grant	Jasmine	\$ 1,248.13
Griffin	Ruth	\$ 1,228.50
Hankerson	Keon	\$ 761.81
Hausgen	Alison	\$ (356.47)
Helton	Crystal	\$ 836.11
Hickey	Makayla	\$ 1,264.07
Hinton	Benjamin	\$ (138.55)
Ingram	Marilyn	\$ 1,137.61
Lindsey	Latrine	\$ 1,293.44
Mason	Kayla	\$ 644.80
McCloud	Marcus	\$ 1,523.95
Miller	Paul	\$ 32.41
Moore	Asia	\$ 851.24
Morrison	Kathy	\$ 1,535.90
Morton	Sylvia	\$ 670.99
Morton	Sylvia	\$ 578.68
Munjed	Lisa Marie	\$ 955.46
Phillips	Brian	\$ (161.67)
Pipkin	Laticia	\$ 340.08
Prather	Cera	\$ 421.22
Ramsey	Deshaunta	\$ 2,006.97
Randle	Jasmine	\$ 1,067.67
Rembert	Rachel	\$ 584.70

Rhoden	Joseph	\$	(214.97)
Richardson	Bradley	\$	694.87
Richey	Terrence	\$	163.74
Rollinson	Jasmine	\$	784.64
Russ	Stephanie	\$	(245.00)
Seaman	Jessica	\$	295.35
Shavers	Andre	\$	686.81
Shell	Anthony	\$	788.51
Sims	Furman	\$	147.00
Smith	Roniece	\$	(779.89)
Spears	Elaine	\$	425.25
Talley	Tamera	\$	387.77
Vaughn	Angela	\$	(409.56)
Weaver	Rickale	\$	1,146.30
Wellendorf	Christopher	\$	1,293.41
Wendell	Robert	\$	(358.43)
White	Andre	\$	1,023.34
Williams	David	\$	185.54
Williams	Renee	\$	326.58
Witham	Kayla	\$	75.13