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

**FILED**

STATE OF OHIO, EX REL. MICHAEL DEWINE, ETC.  
Plaintiff

ORLANDO AUTO INC., ET AL.  
Defendant

Case No: CV-16-871186

Judge: JOHN P O'DONNELL

2017 MAY -3 P 4: 00

WINDOW 7  
CLERK OF COURTS  
CUYAHOGA COUNTY

**JOURNAL ENTRY**

92 DEFAULT - FINAL

THE PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT, FILED 12/28/2016, IS GRANTED.

DEFAULT JUDGMENT ENTRY AND ORDER AGAINST DEFENDANTS ORLANDO AUTO INC. AND ORION C. BROWN, AKA ORLANDO BROWN, AKA ORLON C. BROWN. O.S.J.  
COURT COST ASSESSED TO THE DEFENDANT(S).  
PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

Judge Signature

Date

5/8/2017

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

MAY 08 2017

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

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

<b>STATE OF OHIO, ex rel.</b>	)	<b>CASE NO. CV 16 871186</b>
<b>MICHAEL DEWINE</b>	)	
<b>ATTORNEY GENERAL OF OHIO</b>	)	
	)	
	)	<b>JUDGE JOHN P. O'DONNELL</b>
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b><u>DEFAULT JUDGMENT ENTRY</u></b>
	)	<b><u>AND ORDER AGAINST</u></b>
<b>ORLANDO AUTO INC. et al.,</b>	)	<b><u>DEFENDANTS ORLANDO AUTO</u></b>
	)	<b><u>INC. AND ORION C. BROWN, AKA</u></b>
<b>Defendants.</b>	)	<b><u>ORLANDO BROWN, AKA ORLON</u></b>
	)	<b><u>C. BROWN</u></b>

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendants Orlando Auto Inc. and Orion C. Brown, aka Orlando Brown, aka Orlon C. Brown ("Brown") ("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. Defendant Brown is not active duty military, a reservist in active Federal service or a National Guardsman in active service. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court, based on that motion, and Plaintiff's Complaint, hereby renders the following Default Judgment Entry and Order against Defendants.

**FINDINGS OF FACT**

1. Defendant Orlando Auto Inc. ("Orlando Auto") is an Ohio corporation operating at 17521 Harvard Ave., Cleveland, Ohio 44128.

2. Defendant Brown is an individual whose last known address is 3389 E. 147<sup>th</sup> St., Cleveland, Ohio 44120.
3. Defendant Brown had an ownership interest in Defendant Orlando Auto and operated Orlando Auto and dominated, controlled and directed the business activities and sales conduct of Orlando Auto, and exercised the authority to establish, implement or alter the policies of Orlando Auto, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
4. Defendants were 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 Cleveland to consumers residing in Cuyahoga and other Ohio counties.
5. Defendants, operating under the name Orlando Auto solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. Defendants held dealer permit #UD020588 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 Orlando Auto location.
8. Defendants failed to file applications for certificates 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 (40th) day after the sale of the motor vehicles.
10. Title Defect Rescission consumer claims totaling One Thousand Six Hundred Dollars (\$1,600.00) were paid from the Title Defect Rescission ("TDR") Fund, administered by the Ohio Attorney General's Office, after the Defendants failed to obtain a certificate of

title on or before the Fortieth (40th) day after the sale of the motor vehicle.

11. After the payout was made from the TDR Fund to a retail purchaser, the Defendants continued to operate without posting a bond in the amount of not less than \$25,000.00 as required by R.C. 4505.181 (A) (2).

### **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 "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 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 the 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 the certificates of title on or before the Fortieth

(40th) day of the 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 also continued to operate without posting a bond in the amount of not less than \$25,000.00 as required by R.C. 4505.181 (A) (2).
8. Defendant Brown is personally liable as he had an ownership interest in Orlando Auto, and dominated, controlled and directed the business activities and sales conduct of Orlando Auto. Defendant Brown exercised the authority to establish, implement or alter the policies of Orlando Auto, 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, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* in the manner set forth therein.
2. Defendants are PERMANENTLY ENJOINED from engaging in any consumer transactions as a supplier in the State of Ohio until all financial obligations ordered in this matter are satisfied in their entirety.
3. Defendants 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..

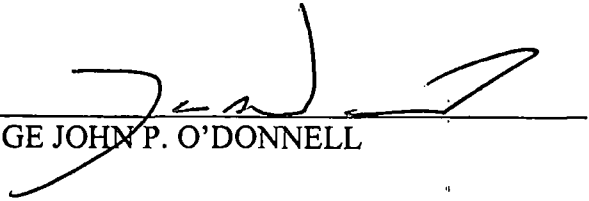
4. Defendant Brown is PERMANENTLY ENJOINED from maintaining, applying for or being granted an auto dealer or salesperson license under Chapter 4517 of the Revised Code.
5. Defendants are ORDERED TO PAY, jointly and severally, One Thousand Six Hundred Dollars (\$1,600.00) to the Ohio Attorney General to reimburse the TDR Fund.
6. Defendants are ORDERED TO PAY, jointly and severally, a civil penalty of Ten Thousand Dollars (\$10,000.00).
7. Within seven days of the filing of this decision, all payments shall be made by Defendants delivering a certified check(s) or money order(s) payable to the "Ohio Attorney General" and sent c/o Consumer Protection Compliance Officer, 30 E. Broad St., 14<sup>th</sup> Floor, Columbus, Ohio 43215 in the total amount of Eleven Thousand Six Hundred Dollars (\$11,600.00).
8. Within seven days of the filing of this decision, Defendants shall provide Plaintiff with a R.C. 4505.181(A)(2) surety bond in favor of the State of Ohio and sent c/o Consumer Protection Compliance Officer, 30 E. Broad St., 14<sup>th</sup> Floor, Columbus, Ohio 43215.
9. 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.
10. Defendants are ORDERED to pay, jointly and severally, all court costs of this action.

IT IS SO ORDERED.

DATE

5/3/2017

JUDGE JOHN P. O'DONNELL



Order Submitted By:

MICHAEL DEWINE  
Attorney General

Rosemary E. Rupert

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**The Clerk shall send copies of the entry to all parties.**