

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

STATE OF OHIO

IN THE MATTER OF:
Robert Bach, individually,
and d.b.a. West Third Auto Sales

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Docket #: 526677

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into this 17th day of May, 2017 by and between Robert Bach, individually, and d.b.a. West Third Auto Sales, (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 his intent to conduct his 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.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

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 his business in compliance with all applicable Ohio laws, including without limitation, the CSPA, its Substantive Rules and the RISA.

BACKGROUND AND STATEMENT OF FACTS

- (4) Robert Bach is a natural person residing in the State of Ohio.
- (5) West Third Auto Sales is a trade name that was originally registered for use by Robert Bach in 1995 but was cancelled by the Ohio Secretary of State on August 31, 2015.
- (6) Supplier owns and operates West Third Auto, a used car dealership located at 5518 W. Third Street, Dayton, Ohio 45427.
- (7) Bach is the sole owner and directed and controlled all business activities of West Third Auto Sales.
- (8) Bach controlled and directed the business activities and sales conduct of West Third Auto Sales causing, personally participating in, or ratifying the acts and practices of West Third Auto Sales.

- (9) Supplier is a “supplier” as that term is defined in R.C. 1345.01(C) as he engages 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) At all times relevant to this investigation, Supplier offered to consumers used vehicle sales and financing from his business location in Montgomery County.
- (11) Supplier used a document captioned “Bill of Sale: Sale Contract: Security Agreement and Disclosure State” (“Bill of Sale”) for consumer transactions in which the cash price of the used vehicle would be paid for by the consumers in installments over time.
- (12) Typically, the Bill of Sale listed an Annual Percentage Rate (“APR”) of 15%.
- (13) In actuality, the Supplier charged an APR greater than 15%.
 - a. The Supplier charged 15% of the purchase price to each monthly payment, rather than charging 15% of the outstanding balance resulting in charging an APR as high as 47% in one instance.
 - b. The miscalculation of APR routinely resulted in charging an APR over 25%.
- (14) Supplier charged a finance charge greater than the finance charge allowed under R.C. Chapter 1317.
- (15) Supplier failed to disclose the actual cost of credit, in violation of R.C. 1317.06(C).

COMPLIANCE PROVISIONS

- (16) Supplier shall not engage in acts and practices, including those acts and practices referred to in the Background and Statement of Facts that violate the CSPA and the RISA.
- (17) 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 are substantially equal, and
 - d. disclose the actual cost of credit.
- (18) Supplier shall not charge interest or finance charges greater than the amount allowed by R.C. 1317.06 or R.C. 1317.061.

GENERAL PROVISIONS

- (19) 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.
- (20) This Assurance shall be governed by the laws of the State of Ohio.
- (21) 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 his business practices.
- (22) 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.

- (23) 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.
- (24) 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.
- (25) This Assurance is a public record and shall be maintained in the Public Inspection File.

PAYMENT TO THE STATE

- (26) 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 \$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, with \$13,000 of this amount suspended upon strict compliance with this Assurance.
- (27) As a result of overcharging for interest and finance charges, Supplier will provide a credit to consumers in the amounts 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. Supplier will send written notice to each individual listed, showing the amount overcharged and new balance.

- (28) Payment of \$250 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, 14th Floor
Columbus, Ohio 43215

The remaining \$1,750 shall be paid in monthly installments of \$250 as follows:

June 2017	\$250
July 2017	\$250
August 2017	\$250
September 2017	\$250
October 2017	\$250
November 2017	\$250
December 2017	\$250

PENALTIES FOR FAILURE TO COMPLY

- (29) If Supplier fails to timely deliver any payment to the Attorney General's Office or perform any obligation due hereunder, all amounts, including the \$13,000.00 suspended payment referenced in Paragraph (26) above, shall immediately become due and payable hereunder.
- (30) 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.

- (31) 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.
- (32) 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 him other than those acts specifically resolved by this Assurance.
- (33) 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:

Eric M. Gooding (by Tracy Morrison Dickens)
[Signature]

Date:

5/17/17

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:

Robert Bach

Date:

5/18/17

Robert Bach, individually,
and d.b.a. West Third Auto Sales

Exhibit A

First	Last	Amount Overcharged	Balance as of March 2017	New Balance
Stetson	Agee	\$275.10	\$830.00	\$554.90
Bennie	Ash	\$382.78	\$1,768.00	\$1,385.22
Felicia	Bachus	\$326.49	\$3,113.00	\$2,786.51
Ashley	Barrow	\$545.28	\$4,990.00	\$4,444.72
Tamiko	Bass	\$306.22	\$1,024.00	\$717.78
Donald	Billis	\$387.88	\$560.00	\$172.12
Mecia	Bivens	\$848.22	\$3,350.00	\$2,501.78
Shavonna	Booker	\$402.44	\$3,029.00	\$2,626.56
Willisa	Boyd	\$93.66	\$1,610.00	\$1,516.34
Linda	Broadnax	\$297.01	\$2,953.00	\$2,655.99
W. Edward	Brown	\$458.82	\$2,353.00	\$1,894.18
Conita	Brown	\$547.47	\$4,450.00	\$3,902.53
James	Buford	\$1,017.86	\$3,652.00	\$2,634.14
Ashley	Byndom	\$613.44	\$4,454.00	\$3,840.56
Lakisha	Byrd	\$326.49	\$1,323.00	\$996.51
Twila	Camp	\$58.59	\$350.00	\$291.41
Nicko	Canty	\$430.12	\$3,135.00	\$2,704.88
Syvella	Carlisle	\$50.26	\$1,064.66	\$1,014.40
Daray	Cochran	\$598.78	\$5,713.00	\$5,114.22
Jacquetta	Coleman	\$667.29	\$2,911.00	\$2,243.71
Cynthia	Collins	\$187.32	\$3,220.00	\$3,032.68
Lynn	Corona	\$146.85	\$2,688.00	\$2,541.15
Raymond	Craft	\$306.22	\$951.00	\$644.78
Cicely	Craig	\$545.28	\$2,152.00	\$1,606.72
Glenda	Crawford	\$120.09	\$1,262.00	\$1,141.91
Darennesa	Cunningham	\$377.16	\$1,117.00	\$739.84
Chivelle	Daniels	\$244.46	\$5,296.00	\$5,051.54
Brandi	Davis	\$357.26	\$2,050.00	\$1,692.74
Brandi	Davis	\$511.20	\$1,937.75	\$1,426.55
Shauntae	Davis	\$561.41	\$6,176.00	\$5,614.59
George	Davis	\$735.45	\$6,121.50	\$5,386.05
Tocarra	Dean	\$356.22	\$3,725.00	\$3,368.78
Dwonna	Dewberry	\$234.15	\$1,412.00	\$1,177.85
Lamont	Dixon	\$133.80	\$1,970.00	\$1,836.20
Tammy	Dixon	\$265.39	\$2,153.00	\$1,887.61

Chanel	Edwards	\$477.12	\$1,240.00	\$762.88
David	Elzey	\$386.49	\$3,173.00	\$2,786.51
Mary	Fields	\$180.30	\$2,000.00	\$1,819.70
Mary	Fields	\$234.15	\$2,299.25	\$2,065.10
Chelsea	Fleming	\$1,414.34	\$4,385.00	\$2,970.66
Charles	Flowers	\$126.78	\$2,179.00	\$2,052.22
Myah	Foster	\$357.26	\$3,687.00	\$3,329.74
Antwan	Freeman	\$708.87	\$2,650.00	\$1,941.13
Sylvia	Gales	\$928.41	\$3,234.59	\$2,306.18
Dreaka	Gardner	\$667.97	\$5,170.00	\$4,502.03
Nicole	Godwin	\$477.12	\$3,480.00	\$3,002.88
Jesse	Gonzales	\$147.18	\$1,880.00	\$1,732.82
Donna	Gooden	\$367.38	\$3,357.00	\$2,989.62
Treva	Greathouse	\$203.63	\$2,448.00	\$2,244.37
Yvonne	Greenlee	\$100.02	\$1,719.00	\$1,618.98
Lisa	Greenwaldt	\$147.18	\$2,530.00	\$2,382.82
Brands	Grooms	\$157.22	\$2,702.00	\$2,544.78
Lisa	Hall	\$233.82	\$3,819.23	\$3,585.41
Darrell	Heard	\$147.18	\$268.00	\$120.82
Rachel	Heard	\$458.83	\$2,286.00	\$1,827.17
Alisia	Hendricks	\$340.80	\$1,900.00	\$1,559.20
Toni	Hill	\$387.88	\$4,665.00	\$4,277.12
John	Holmes	\$74.51	\$5,105.00	\$5,030.49
Thomas	Horw	\$100.35	\$1,725.00	\$1,624.65
Billy	Hunt	\$70.03	\$6,720.00	\$6,649.97
Billy Eugene	Hunt	\$221.40	\$6,325.00	\$6,103.60
Glenn	Hunter	\$408.30	\$4,900.00	\$4,491.70
Donnell	James	\$240.84	\$757.00	\$516.16
Carmon	Jansen	\$421.41	\$4,023.00	\$3,601.59
Darlana	Jenkin	\$204.15	\$1,652.00	\$1,447.85
Robin	Johnson	\$681.60	\$3,530.00	\$2,848.40
Charisse	Jones	\$120.79	\$1,884.78	\$1,763.99
LaShanda	Jones	\$126.78	\$1,179.25	\$1,052.47
Marcia	Jones	\$640.71	\$3,650.00	\$3,009.29
Ta'Farris	Justice-Turner	\$100.35	\$175.00	\$74.65
Shayhyna	Kirk	\$367.95	\$4,525.00	\$4,157.05
Da'Nette	Lashay	\$306.22	\$1,580.00	\$1,273.78
JaNelle	Lee	\$367.38	\$833.00	\$465.62

Moniqua	Lester	\$267.60	\$2,600.00	\$2,332.40
Jermaine	Lewis	\$357.26	\$4,287.00	\$3,929.74
Anthony	Lewis	\$678.57	\$4,673.00	\$3,994.43
Sharda	Lewis	\$681.60	\$6,500.00	\$5,818.40
Sean	Luster	\$357.26	\$4,287.00	\$3,929.74
Anita	Lynch	\$428.71	\$3,709.00	\$3,280.29
Timmy	Lynch	\$848.87	\$3,400.00	\$2,551.13
Evan	Mackey	\$613.44	\$4,572.00	\$3,958.56
David	Marks	\$260.24	\$4,272.00	\$4,011.76
Kim	Matthews	\$255.18	\$1,842.50	\$1,587.32
Pilar	Maxey	\$27.72	\$967.00	\$939.28
Michael	McBride	\$347.05	\$4,165.00	\$3,817.95
Shonray	McDade	\$681.60	\$3,260.00	\$2,578.40
Shauntrell	McGhee	\$654.34	\$2,646.00	\$1,991.66
Jospeh	Miles	\$100.35	\$3,802.00	\$3,701.65
Michael	Mims	\$2,020.48	\$3,130.00	\$1,109.52
Marnia	Mitchell	\$148.90	\$627.00	\$478.10
James	Moon	\$153.87	\$2,754.00	\$2,600.13
Savont	Moore	\$458.82	\$4,591.37	\$4,132.55
Chanpell	Morgan	\$545.28	\$5,200.00	\$4,654.72
Shenequa	Moss	\$285.81	\$860.00	\$574.19
Timmy	Osborne	\$353.75	\$1,490.00	\$1,136.25
Natasha	Palmer	\$167.25	\$2,875.00	\$2,707.75
Donna	Parks	\$154.07	\$490.00	\$335.93
Jaizohn	Peavy	\$301.05	\$5,500.00	\$5,198.95
Jaizohn	Peavy	\$817.92		
Amber	Piantz	\$275.08	\$1,140.00	\$864.92
Demecca	Pinson	\$418.00	\$5,016.00	\$4,598.00
Wilisa	Pinson	\$510.37	\$5,625.00	\$5,114.63
Rosemary	Quortman	\$359.81	\$2,961.12	\$2,601.31
Allen	Randolph	\$513.49	\$2,022.00	\$1,508.51
Tonae	Rike	\$545.28	\$4,400.00	\$3,854.72
Sam	Rine	\$766.08	\$5,740.00	\$4,973.92
Ronald	Robinson	\$40.61	\$1,704.00	\$1,663.39
Damario	Robinson	\$112.06	\$1,246.00	\$1,133.94
Damaria	Robinson	\$490.75	\$4,680.00	\$4,189.25
Samuel	Rogers	\$613.44	\$3,315.00	\$2,701.56
Antwain	Roper	\$306.22	\$1,510.00	\$1,203.78

Kent	Ross	\$954.24	\$2,370.00	\$1,415.76
Latoya	Rutledge	\$509.87	\$570.00	\$60.13
Brenna	Saver	\$100.35	\$1,725.00	\$1,624.65
Rosella	Scruggs	\$653.66	\$3,840.00	\$3,186.34
Ibranima	Seck	\$187.32	\$300.00	\$112.68
Walter	Seldon	\$545.28	\$2,350.00	\$1,804.72
Lavor	Shealey	\$357.26	\$1,297.50	\$940.24
McKensley	Shepherd	\$243.59	\$1,236.00	\$992.41
Jacquelyn	Shine	\$187.32	\$1,953.00	\$1,765.68
Niqua	Shine	\$382.53	\$856.00	\$473.47
Pamela	Shine	\$749.76	\$5,985.00	\$5,235.24
Ta'mara	Sims	\$88.16	\$1,515.00	\$1,426.84
Steve	Smith	\$76.83	\$402.12	\$325.29
Tracey	Smith	\$160.44	\$5,399.00	\$5,238.56
Adriauna	Smith	\$489.95	\$5,050.00	\$4,560.05
Chastity	Smith	\$1,124.68	\$2,390.00	\$1,265.32
Todd	Smith	\$1,515.36	\$7,844.00	\$6,328.64
Veronica	Spencer	\$160.23	\$2,254.00	\$2,093.77
Angel	Spencer	\$365.47	\$3,462.00	\$3,096.53
Patricia	Spencer	\$681.60	\$1,948.00	\$1,266.40
Gail	Stewart	\$702.05	\$1,690.00	\$987.95
Michelle	Stockton	\$436.08	\$2,148.00	\$1,711.92
Shamicha	Stokes	\$868.72	\$4,237.50	\$3,368.78
Michelle	Taylor	\$357.26	\$4,287.00	\$3,929.74
Mary Ruth	Taylor-Smith	\$254.22	\$2,966.00	\$2,711.78
Ronicia	Thompkins	\$117.08	\$833.00	\$715.92
De'Ja	Tooson	\$886.08	\$7,566.00	\$6,679.92
James	Townsend	\$195.18	\$300.00	\$104.82
Robert	Troy	\$327.17	\$720.00	\$392.83
Lashonda	Tyler	\$357.26	\$2,482.00	\$2,124.74
Cynthia	Walker	\$295.50	\$1,621.41	\$1,325.91
Bethna	Waters	\$387.88	\$4,665.00	\$4,277.12
Nicole	Wheaton	\$613.44	\$3,170.00	\$2,556.56
Erica	Wilcoxon	\$226.01	\$3,400.00	\$3,173.99
Emma	Williams	\$561.41	\$3,078.00	\$2,516.59
Evelyn	Williams	\$585.50	\$5,583.00	\$4,997.50
Robynn	Williamson	\$422.59	\$4,030.00	\$3,607.41
Keith	Wimberly	\$263.53	\$2,152.00	\$1,888.47

Tyla	Woods	\$377.18	\$4,546.00	\$4,168.82
Wayne	Woods	\$983.93	\$6,704.00	\$5,720.07
Ciera	Wright	\$275.08	\$2,396.00	\$2,120.92