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CLERMONT COUNTY, OHIO

IN THE COURT OF COMMON PLEAS
CLERMONT COUNTY, OHIO

STATE OF OHIO ex rel.)	
MICHAEL DEWINE)	
ATTORNEY GENERAL OF OHIO)	Case No: 2017 CVH 01241
)	
Plaintiff,)	Judge Brock
v.)	
)	<u>JUDGMENT ENTRY GRANTING</u>
BRANDON DOUGHMAN)	<u>DEFAULT JUDGMENT AGAINST</u>
d.b.a. BDS Auto Sales and Service)	<u>DEFENDANT BRANDON DOUGHMAN</u>
)	<u>D/B/A BDS AUTO SALES AND</u>
)	<u>SERVICE</u>
)	
Defendant.)	

This cause came to be heard upon Plaintiff's Motion for Default Judgment against Defendant Brandon Doughman d.b.a. BDS Auto Sales and Service ("Defendant") pursuant to Civ. R. 55(A). Defendant was properly served in this matter, failed to file an answer to Plaintiff's Complaint, and failed to defend against this motion or appear before the Court in any manner. Pursuant to the Service Members Civil Relief Act, Plaintiff's investigator has checked the database maintained by the United States Department of Defense, and confirmed that Defendant is not on active military duty. 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 Defendant.

FINDINGS OF FACT

1. Defendant is an individual who, upon information and belief, resides at 13 South High Street, Martinsville, Ohio 45146.

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2. Defendant did business under the registered trade name "BDS Auto Sales and Service" ("BDS").
3. Doing business as BDS, Defendant operated a used car dealership at 1001 College Drive, Batavia, Ohio 45103 and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
4. Defendant was 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 his location in Clermont County.
5. Defendant solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. At all relevant times hereto, BDS held dealer permit # UD021203 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing it to engage in the business of displaying or selling retail or wholesale used motor vehicles.
7. At all relevant times hereto, Defendant displayed or sold used motor vehicles at the BDS location.
8. Defendant failed to file applications for certificate of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
9. Defendant failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
10. Title Defect Recision consumer claims totaling Two Thousand Seven Hundred Dollars (\$2,700.00) were paid from the Title Defect Recision Fund, administered by the Ohio Attorney General's Office, after Defendant failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of the motor vehicles.

11. The Defendant continued to operate after failing to post a bond after the Attorney General paid retail purchasers of the Defendant from the Title Defect Recision Fund due to Defendant's failure to deliver titles to the purchasers.

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 Defendant, 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. Defendant was a "supplier" as that term is defined in R.C. 1345.01(C), as he engaged in the business of effecting "consumer transactions" by offering for sale, selling or financing the purchase of used motor vehicles to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
5. Defendant committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act., R.C. 1345.02 (A), by:
 - A. Filing 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.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
7. The Defendant committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by continuing to operate after failing to post a surety bond after the Attorney General paid retail purchasers of the Defendant from the Title Defect Recision Fund due to Defendant's failure to deliver titles to the purchasers as required by R.C. 4505.181(A)(2).
8. Defendant Doughman is personally liable as he had ownership interest in BDS and dominated, controlled and directed the business activities and sales conduct of BDS. Defendant Doughman exercised the authority to establish, implement or alter the policies of BDS, 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. Defendant is 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. Defendant under his own name or any other name, his agents, representatives, salespeople, employees, successors and assigns, and all persons acting on behalf of him 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 is PERMANENTLY ENJOINED from applying for an auto dealer or salesperson license under Chapter 4517 of the Revised Code.
5. Defendant is ORDERED TO PAY Two Thousand Seven Hundred Dollars (\$2,700.00) to the Ohio Attorney General to reimburse the Title Defect Recision Fund.
6. Defendant is ORDERED TO PAY a civil penalty of Ten Thousand Dollars (\$10,000).
7. Within seven days of the filing of this decision, all payments shall be made by Defendant 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., 14th Floor, Columbus, Ohio 43215 in the total amount of Twelve Thousand Seven Hundred Dollars (\$12,700.00).
8. Defendant shall obtain and post with Plaintiff, and in favor of the State of Ohio, a bond in favor of the State of Ohio from a surety company authorized to do business in this State, in an amount of not less than Twenty-Five Thousand Dollars (\$25,000.00),

to be used solely for the purpose of compensating retail purchasers of motor vehicles, manufactured homes, or mobile homes who suffer damages due to the failure of Defendant to transfer title as required by R.C. 4505.181(A)(2).

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. Defendant is ORDERED to pay all court costs of this action, to which judgment is awarded.

IT IS SO ORDERED.

1-22-18
DATE


JUDGE BROCK

NOTICE TO CLERK:

The Clerk is hereby directed to serve upon all parties not in default for failure to appear notice of this judgment and the date of its entry upon the journal. Within three days of entering this judgment upon the journal, the Clerk shall serve the parties in a manner prescribed by Civ.R.5(B) and note the service in the appearance docket.


Common Pleas Judge