

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

STATE OF OHIO, ex rel.	)	
ATTORNEY GENERAL	)	<b>CASE NO. 17CV011019</b>
MICHAEL DEWINE	)	
	)	<b>JUDGE BEATTY BLUNT</b>
Plaintiff,	)	
	)	
v.	)	<b><u>Judgment Entry and Order</u></b>
	)	<b><u>Granting Default Judgment</u></b>
AMAZING AUTO SALES LLC et al.	)	<b><u>Against Defendant Amazing Auto</u></b>
	)	<b><u>Sales LLC</u></b>
Defendants.	)	
	)	

---

This matter came to be heard upon the July 5, 2018 filing of Plaintiff's Motion for Default Judgment Against Defendant Amazing Auto Sales LLC ("Motion for Default Judgment"). Plaintiff commenced this action by filing its Complaint against Amazing Auto Sales LLC ("Amazing Auto"), Patrick Franklin, Charles R. White, and Laura Lassiter on December 13, 2017 for violations of the Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq. In accordance with Civ.R. 4.1(A)(1)(a), Defendant Amazing Auto was served via U.S. certified mail on December 18, 2017. Defendant Amazing Auto failed to respond within the 28 days allowed under the rules or to otherwise defend or appear in this action. Therefore, pursuant to Civ.R. 55(A) and Loc. R. 55, the Court finds Plaintiff's Motion for Default Judgment well-taken and hereby **GRANTS** a default judgment against Defendant Amazing Auto on all counts of the Complaint.

Plaintiff's Motion for Default Judgment requested that the Court order Defendant Amazing Auto to reimburse the Attorney General for the expenditures made from the Title Defect Recision Fund. The Motion for Default Judgment also set forth the basis for Plaintiff's request for injunctive relief, a declaratory judgment, and a \$10,000 civil penalty.

The Court finds Plaintiff's requests well-taken. The evidence establishes that the imposition of injunctive relief, a declaratory judgment, and a \$10,000 civil penalty are all proper, appropriate, and permitted by R.C. 1345.07. Defendant Amazing Auto is also liable to reimburse the Title Defect Recision Fund in the amount of \$13,935. No hearing on this matter is necessary.

### **FINDINGS OF FACT**

1. Defendant Amazing Auto is an Ohio limited liability company based in Franklin County.
2. The principal place of business for Amazing Auto was 3586 Westerville Road, Columbus, Ohio 45102.
3. Defendant Amazing Auto was, at all times relevant to this action, engaged in the business of soliciting, promoting, purchasing, selling, and collecting the proceeds of the sales of used motor vehicles from its location in Columbus, Ohio to consumers residing in Franklin County and other Ohio counties.
4. Defendant Amazing Auto solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
5. Defendant Amazing Auto held used motor vehicle dealer license number UD017951 issued 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. That dealer license has since been canceled.
6. At all times relevant to this action, Defendant Amazing Auto displayed and sold used motor vehicles at the Amazing Auto location at 3586 Westerville Road, Columbus, Ohio 43224.
7. Defendant Amazing Auto failed to file applications for certificates of title **within 30 days** after the assignment or delivery of motor vehicles.

8. Defendant Amazing Auto failed to obtain certificates of title in the names of consumer purchasers on or before the 40th day after the sale of motor vehicles.
9. Title Defect Recision consumer claims totaling \$13,935 have been paid from the Title Defect Recision Fund, administered by the Ohio Attorney General's Office, after Defendant Amazing Auto failed to obtain certificates of title in the names of consumer purchasers on or before the 40th day after the sale of the motor vehicles.
10. The actions of Defendant Amazing Auto have occurred in the State of Ohio, including in Franklin County.

#### CONCLUSIONS OF LAW

11. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the CSPA.
12. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
13. Venue in this Court is proper pursuant to Ohio Civ. R. 3(C)(2) and Ohio Civ. R. 3(C)(3), in that Franklin County is where Defendant Amazing Auto's principal place of business was located and where Defendant Amazing Auto conducted the transactions complained of herein.
14. Defendant Amazing Auto was a "supplier" as that term is defined in R.C. 1345.01(C) as Defendant Amazing Auto was, at all times relevant herein, engaged in the business of effecting or soliciting consumer transactions by offering for sale and selling 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).

15. Defendant Amazing Auto engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA by failing to file applications for certificates of title within 30 days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b) of the Certificate of Motor Vehicle Title Act.
16. Defendant Amazing Auto engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title in the names of consumer purchasers on or before the 40th day following the date of the sale of the motor vehicles as required by R.C. 4505.181(B)(1) of the Certificate of Motor Vehicle Title Act.
17. The acts and practices committed by Defendant Amazing Auto have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant Amazing Auto committed these violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

- A. Defendant Amazing Auto, doing business under its own name or any other names, its agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with Amazing Auto, directly or indirectly, are **PERMANENTLY ENJOINED** from engaging in the acts and practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA or the Certificate of Motor Vehicle Title Act.
- B. It is **DECLARED** that the acts and practices committed by Defendant Amazing Auto, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq.

- C. Defendant Amazing Auto is **ORDERED** to pay \$13,935 to the Attorney General to reimburse the Title Defect Recision Fund for expenditures made to resolve consumers' motor vehicle title defects caused by Amazing Auto. Such payment shall be made to the Attorney General via a certified check or money order payable to the "Ohio Attorney General" and delivered within seven days to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

- D. Based on the above findings that Defendant Amazing Auto committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Amazing Auto is **ORDERED** to pay \$10,000 in civil penalties, pursuant to R.C. 1345.07(D). Such payment shall be made to the Attorney General via a certified check or money order payable to the "Ohio Attorney General" and delivered within seven days to:

Compliance Officer  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215

- E. Defendant Amazing Auto is **ENJOINED** from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as it has satisfied all monetary obligations ordered herein, and until it has satisfied any monetary obligations ordered by any other Court in Ohio in connection with a consumer transaction.
- F. Defendant Amazing Auto is **ORDERED** to pay all court costs.

**IT IS SO ORDERED.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JUDGE BEATTY BLUNT

Submitted by:

MICHAEL DEWINE  
Ohio Attorney General

/s/ Tracy Morrison Dickens  
Tracy Morrison Dickens (0082898)  
Senior Assistant Attorney General  
Consumer Protection Section  
30 East Broad Street, 14th Floor  
Columbus, Ohio 43215  
(614) 644-9618  
(866) 449-0989 (fax)  
tracy.dickens@ohioattorneygeneral.gov  
Counsel for Plaintiff

**TO THE CLERK,**

**PLEASE SERVE ON THE FOLLOWING AT THE FOLLOWING ADDRESSES:**

**Counsel for Plaintiff**

Tracy Morrison Dickens  
Assistant Attorney General  
Office of the Attorney General  
30 E. Broad St., 14th Floor  
Columbus, Ohio 43215

**Defendants**

Amazing Auto Sales LLC  
5189 Windorf Drive  
Westerville, Ohio 43081

Laura Lassiter  
5189 Windorf Drive  
Westerville, Ohio 43081

Patrick Franklin  
690 Northview Ave.  
Columbus, Ohio 43219

Amazing Auto Sales, LLC  
690 Northview Ave.  
Columbus, Ohio 43219

Charles White  
3065 Prosperity Lane  
Columbus, Ohio 43231

Franklin County Court of Common Pleas

**Date:** 07-30-2018  
**Case Title:** OHIO STATE ATTORNEY GENERAL MIKE DEWINE -VS-  
AMAZING AUTO SALES LLC ET AL  
**Case Number:** 17CV011019  
**Type:** DEFAULT TO CERTAIN PARTIES

It Is So Ordered.

A handwritten signature in black ink that reads "Laurel Beatty Blunt". The signature is written in a cursive style and is positioned above a faint, circular, dotted watermark.

/s/ Judge Laurel Beatty Blunt