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

STATE OF OHIO, EX REL MICHAEL DEWINE, OHIO  
A.G.

Plaintiff

BUCKEYE MOTOR GROUP, LTD. AND ROSS  
CONTEPEL, ET AL  
Defendant

Case No: CV-18-906120

Judge: WILLIAM T MCGINTY

**JOURNAL ENTRY**

89 DIS. W/PREJ - FINAL

BY STIPULATION OF THE PARTIES, CASE DISMISSED WITH PREJUDICE. THIS SUPPLEMENTS THE ENTRY OF 01/25/2019. THE PARTIES HAVE ENTERED INTO A CONSENT JUDGMENT AND AGREED FINAL ENTRY AND ORDER. OSJ.

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

2/6/19  
Date

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

FEB 27 2019

CONSUMER PROTECTION SECTION  
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CUYAHOGA COUNTY

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.  
MICHAEL DEWINE

Plaintiff,

-vs-

BUCKEYE MOTOR GROUP, LTD.,

et al.,

Defendants

) CASE NO. CV-18-906120  
)  
)

) JUDGE WILLIAM T. MCGINTY.  
)  
)

) **CONSENT JUDGMENT AND**  
) **AGREED FINAL ENTRY**  
) **AND ORDER**  
)  
)

This matter came upon the filing of a complaint on October 29, 2018 by Plaintiff, the State of Ohio, charging Defendants Buckeye Motor Group, Ltd. and Ross Contipelli (collectively, "Defendants") with violations of the Ohio 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.* Plaintiff and Defendants have agreed to settle and resolve all matters alleged in the complaint. By signing this Consent Judgment and Agreed Final Entry and Order ("Consent Judgment"), Defendants waive any claims they have or may have regarding service of process of the summons and complaint, and/or any defects therein, submit to the personal jurisdiction of this Court, consent to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), and to the rights of Plaintiff to enforce this Consent Judgment.

**FINDING OF FACTS**

1. Defendant Buckeye Motor Group, Ltd. ("Buckeye") is an Ohio limited liability company, most recently operating from an address location of 4740 W. 150<sup>th</sup> Street, Cleveland OH 44135.
2. Defendant Ross Contipelli is a natural person and the Statutory Agent for

Buckeye, and his most recent address is 4740 W. 150<sup>th</sup> St., Cleveland, OH 44135.

3. Defendants, as described below, are “suppliers” as that term is defined in R.C. 1345.01(C), as Defendants were, at all times relevant herein, engaged in the business of effecting or soliciting “consumer transactions” as that term is defined in R.C. 1345.01(A).

4. Defendant Ross Contipelli was the principal of Buckeye, and dominated, controlled and directed the business activities and sales conduct of Buckeye and exercised the authority to establish, implement or alter the policies of Buckeye and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.

5. Defendant Contipelli held a used motor vehicle dealer permit number license #UD021891 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing him to engage in the business of displaying or selling used motor vehicles.

6. Defendants display and sell used motor vehicles at addresses associated with Buckeye Motor Group, LTD.

7. Defendants failed to file applications for certificates of title within thirty (30) days after the assignment or delivery of motor vehicles.

8. Defendants failed to obtain certificates of title on or before the fortieth (40<sup>th</sup>) day after the sale of motor vehicles.

9. The Title Defect Rescission (“TDR”) Fund, administered by the Ohio Attorney General’s Office, paid a total loss in consumer claims from the TDR Fund directly attributable to Defendants in the amount of Seventy-three Thousand Eight Hundred Sixty-two Dollars (\$73,862). After recouping via auction Twenty-four Thousand One Hundred One Dollars (\$24,101), the amount owed the TDR Fund directly attributable to Defendants is Forty-Nine Thousand Seven Hundred Sixty-one Dollars (\$49,761).

10. Defendants failed to post a bond after the Attorney General paid a retail purchaser of the dealer from the TDR Fund due to Defendants' failure to deliver title to the purchaser as required by R.C. 4505.181(A)(2).

### CONCLUSIONS OF LAW

11. The Court has personal jurisdiction over Defendants pursuant to R.C. 2307.382 because this cause of action arises from Defendants' business transactions with residents of Ohio.

12. The Court has subject matter jurisdiction over this action pursuant to R.C. 1345.04 of the CSPA.

13. Venue is proper with this Court, pursuant to Ohio Civ. R. 3(B)(2) and (3) because Defendants operate(d) their principal place of business and conduct the activities which give rise to the State's claim for relief in Cuyahoga County, Ohio.

14. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02 by failing to file applications for certificates of title within thirty (30) days after assignment of delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).

15. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title on or before the fortieth (40<sup>th</sup>) day of sale of the motor vehicles as required by R.C. 4505.181(B)(1).

16. Defendants 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 bond after the Attorney General paid retail purchasers of the Defendants from the TDR Fund due to Defendants' failure

to deliver titles to the purchasers as required by R.C. 4505.181(A)(2).

17. These acts and practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* The Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

### **ORDER**

#### **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

- A. The Court hereby **DECLARES** that the acts and practices described above violate the CSPA, R.C. 1345.01 *et seq.* and the Certificate of Motor Vehicle Title Act in the manner set forth herein.
- B. Defendants, under these or any other names, and their officers, agents, servants, representatives, salespersons, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, are **PERMANENTLY ENJOINED** from further violating the CSPA, R.C. 1345.01 *et seq.*
- C. Defendants are hereby **ORDERED**, within twenty-five (25) days of the date of this entry, to post a bond with the Ohio Attorney General in an amount not less than Twenty-Five Thousand Dollars (\$25,000) pursuant to R.C. 4505.181(A)(2). Defendants shall not display or sell used motor vehicles until the R.C. 4505.181(A)(2) bond has been posted with the Ohio Attorney General.
- D. Defendants are hereby **ORDERED** jointly and severally liable for reimbursement to the TDR Fund in the amount of Forty-nine Thousand Seven Hundred Sixty-one Dollars (\$49,761). All payments ordered herein shall be made via delivery of a

certified check or money order, payable to "Ohio Attorney General" and delivered to the following address:

Finance Assistant  
Consumer Protection Section  
Ohio Attorney General's Office  
30 E. Broad St., 14<sup>th</sup> Floor  
Columbus, OH 43215

Payment of the \$49,761 shall be made as follows:

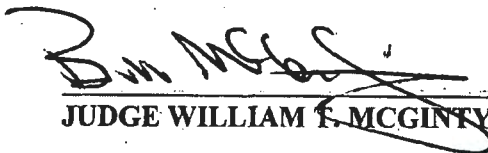
- (a) On or before February 10, 2019 Defendants shall pay Three Thousand Dollars (\$3,000).
- (b) Thereafter, commencing on or before March 10, 2019 Defendants will make regular, consecutive monthly payments in the amount of One Thousand Dollars (\$1,000) each month to the Ohio Attorney General until the TDR reimbursement amount has been paid in full. Total TDR reimbursement is expected to be accomplished within forty-eight (48) months.
- (c) Defendants shall have the right to prepay all or any portion of any amount due pursuant to this Consent Judgment at any time without incurring any prepayment penalty.
- (d) Acceptance of any payment by the Plaintiff subsequent to the time it is due herein, or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

E. Defendants are **ASSESSED, FINED AND IMPOSED** jointly and severally, a

civil penalty of Fifty Thousand Dollars (\$50,000) pursuant to R.C. 1345.01(D) of the CSPA. The imposition of this Fifty Thousand Dollar (\$50,000) civil penalty is hereby suspended so long as Defendants remain in compliance with the terms of this Consent Judgment Entry.

- F. It is further **ORDERED** that if the Defendants fail to timely deliver any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder, without need for any further petition to this Court, including the imposition of the suspended civil penalty.
- G. Defendants are **ORDERED**, as a means of ensuring compliance with this Court's Order and with the consumer protection laws of Ohio, to maintain in their possession and control for a period of five (5) years all business records relating to the Defendants' solicitation and sale of used motor vehicles in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable twenty-four (24) hour notice, to inspect and/or copy any and all records.
- H. Defendants shall be permitted to maintain Buckeye Motor Group, Ltd.'s Dealer License, so long as Defendants fully comply with the terms set forth herein and the requirements set forth in R.C. 4505.18 *et seq.*
- I. Defendants are **ORDERED**, jointly and severally, to pay all court costs associated with this action.

**IT IS SO ORDERED.**

  
JUDGE WILLIAM F. MCGINTY

Prepared and submitted this 15<sup>th</sup> day of January, 2019 by:

/s/ Rebecca F. Schlag

Rebecca F. Schlag (#0061897)  
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[Signature]

Ross Contipelli, individually, and as  
Statutory Agent of  
Buckeye Motor Group, Ltd.

cc: Schlag  
Snavely