

STATE OF OHIO
OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION SECTION

STATE OF OHIO

IN THE MATTER OF:

RICHARD SHIMOLA, dba

WESTSHORE PRODUCTIONS

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DOCKET No. 4938666

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance (hereafter "Assurance") is entered into this 2nd
_____ day of December, 20 14 by Richard Shimola and Westshore Productions
("Supplier") and Michael DeWine, Attorney General of the State of Ohio ("Attorney General"). For
purposes of this Assurance, "Supplier" means Richard Shimola, personally and individually, and as
owner of Westshore Productions and its officers, partners, managers, successors, or assigns and all
persons acting in concert or participation with them, directly or indirectly, through any corporate device,
partnership, association or affiliation.

WHEREAS, the Attorney General, having reasonable cause to believe that Supplier has engaged
in acts and practices which violate the Consumer Sales Practices Act ("CSPA"), Chapter 1345 of the Ohio
Revised Code, has conducted an investigation pursuant to the authority granted him pursuant to 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 its
intent to conduct its business in a manner designed to comply with the provisions of the Ohio Consumer
Sales Practices Act and Substantive Rules (CSPA), R.C. 1345.01, *et seq.*; and

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
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WHEREAS, Supplier, desiring to comply with all aspects of the CSPA, hereby voluntarily enters into this Assurance with the Attorney General.

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 Richard Shimola and Westshore Production's business practices and actions occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, the Supplier agrees to comply with all the terms of this Assurance and to conduct its business in compliance with all applicable Ohio laws, including without limitation, the CSPA and its substantive rules.

BACKGROUND AND STATEMENT OF FACTS

- (4) Westshore Productions is an auto body repair shop with its principal place of business located at 28775 Center Ridge Road, Westlake, Ohio 44145-5214.
- (5) At all times relevant to this agreement Richard Shimola served as Owner of Westshore Productions.
- (6) Richard Shimola and Westshore Productions are "suppliers" as that term is defined in R.C. 1345.01(C) and have been, at all times relevant herein, engaged in the business of effecting consumer transactions by selling motor vehicles to individuals in the State of Ohio for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).

- (7) In addition to operating an auto body repair shop upon the property, Supplier has been selling more than five motor vehicles in any twelve month period, at retail, without being licensed as a dealer or salesperson pursuant to Chapter 4517 of the Revised Code, or otherwise being licensed pursuant to applicable law, in violation of O.A.C. 109:4-3-16(B)(32).
- (8) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by leasing motor vehicles to consumers without being licensed as a dealer or salesperson pursuant to Chapter 4517 of the Revised Code or otherwise being licensed pursuant to applicable law.
- (9) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by failing to obtain title in the name of the purchaser within forty days of the sale as required by R.C. 1345.52.
- (10) Richard Shimola and Westshore Productions engaged in credit financing without first obtaining licensing documents required from the Division of Financial Institutions.
- (11) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by failing to disclose to consumer(s) that the vehicle purchased was previously titled as a salvage vehicle, as set forth in O.A.C 109:4-3-16(B)(29).
- (12) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by failing to comply with Regulation Z of the federal Truth-in-Lending Act by failing to properly disclose the amount of any down payment, number of payments, monthly payments and APR for motor vehicle purchases as required by O.A.C. 109:4-3-16(D)(1).
- (13) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by failing to comply with Regulation Z of the federal Truth-in-Lending Act by failing to properly disclose the amount of any down payment,

number of payments, monthly payments and APR for motor vehicle leases as required by O.A.C. 109:4-3-16(D)(2).

(14) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by accepting monetary deposits from consumers without providing a written receipt or setting forth the following upon the face of the contract: a clear and conspicuous description of the goods, the cash selling price, any trade-in allowance or discounts, time during which any option given is binding, whether the deposit is refundable and under what conditions, and any additional costs as required by O.A.C. 109:4-3-07(B).

(15) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by selling and leasing motor vehicles without providing all of the appropriate paperwork including, but not limited to, sufficiently detailed retail installment contracts and security contracts, applications for financing, Truth-in-Lending Act statements, Odometer Disclosure Statements and the like.

(16) Richard Shimola and Westshore Productions committed an unfair and deceptive act or practice in violation of R.C. 1345.02 by repossessing motor vehicles without giving written notice to the consumer within five business days after taking possession as required by R.C. 1317.12.

COMPLIANCE PROVISIONS

(17) By accepting this written Assurance of Voluntary Compliance, the Attorney General agrees to terminate his current investigation into the Suppliers' business practices occurring upon the Westshore Productions property on Center Ridge Road, Westlake, Ohio, prior to the date of this Assurance, relative to the selling and/or leasing motor vehicles without a license

and without the appropriate documents, notices, etc. as set forth in paragraphs (6) through (16) above. By giving this written Assurance, Supplier agrees that it shall not violate the Consumer Sales Practices Act, R.C. 1345.01, *et seq.* and further affirmatively states:

- (a) Supplier will no longer sell or lease motor vehicles without first having obtained a license pursuant to Chapter 4517 of the Revised Code or otherwise being licensed pursuant to applicable law;
- (b) Supplier will not engage in credit financing without first obtaining licensing documents required from the Division of Financial Institutions;
- (c) In the event Supplier obtains a motor vehicle dealer's license, Supplier will comply with all of the disclosure statements required by the federal Truth-in-Lending Act for motor vehicles purchases and leases as required by O.A.C. 109:4-3-16(D)(1) and (2);
- (d) Supplier will not accept money deposits from consumers without complying with the Deposits Rule as set forth in O.A.C. 109:4-3-07(B);
- (e) Supplier will not repossess motor vehicles contrary to and in violation of the Chapter 1317 of the Ohio Revised Code and specifically, the notice requirements contained in R.C. 1317.12.

GENERAL PROVISIONS

- (18) Supplier understands and agrees that this given Assurance applies to any related owners, principals, officers, directors, agents, servants, representatives, salespersons, employees, instructors, independent contractors, successors and assigns.
- (19) This Assurance shall be governed by the laws of the State of Ohio.

- (20) This Assurance is entered into by Richard Shimola and Westshore Productions of their own free and voluntary act, upon advice of counsel and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (21) This Assurance does not constitute an approval by the Attorney General of any of the Supplier's business practices, and the 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 its business practices.
- (22) This Assurance sets forth the entire agreement between the Attorney General and Supplier and supercedes any and all prior agreements or understandings, whether written or oral, between the parties and/or their respective counsel regarding the subject matter hereof. This Assurance may be amended by written agreement of the Parties, subject to any further requirements under state law.
- (23) The Parties hereto 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) Richard Shimola and Westshore Productions shall negotiate in good faith, through the Office of the Attorney General, any consumer complaints filed with this Office regarding Supplier's conduct occurring prior to or after the Effective Date of this Assurance, brought by consumers known at the time or discovered after entering into this Assurance.
- (25) This Assurance of Voluntary Compliance constitutes a public record and shall be filed in the Public Inspection File pursuant to R.C. 1345.05(A)(3).

(26) This Assurance shall in no way exempt Supplier from any other obligation imposed by law, and nothing contained herein shall relieve them of any legal responsibility for any acts or practices they have engaged in other than those specifically addressed by this Assurance.

(27) Nothing in this Assurance shall in any way preclude any investigative or enforcement action(s) against Supplier under any legal authority granted to the Ohio Attorney General:

- (a) With respect to the transactions which are the subject of this enforcement action if the terms of the Assurance are not fully obeyed; or,
- (b) With respect to transactions or occurrences which are not the subject of this assurance.

PAYMENT TO THE STATE AND RESTITUTION

(28) As part of the consideration for the termination of this investigation, Supplier shall pay One Thousand Dollars and no cents (\$1,000.00) to the Attorney General as reimbursement for investigative and administrative costs associated with this matter. Payment shall be made by certified check or money order, payable to "Ohio Attorney General's Office," and delivered to the Office of the Attorney General no later than December 31, 2014.

(29) As further consideration for the termination of the Attorney General's investigation of Supplier for violations of the CSPA, R.C. 1345.01 *et seq.*, shall include Supplier's payment of Ten Thousand Dollars (\$10,000.00) to the State of Ohio, which shall be placed in the Ohio Attorney General's Consumer Protection Enforcement Fund, for use by the Attorney General as provided by R.C. 1345.51. This payment of Ten Thousand Dollars (\$10,000.00) to the Attorney General's Consumer Protection Enforcement Fund shall be suspended so long as Supplier is in compliance with all terms contained in the within Assurance.

PENALTIES FOR FAILURE TO COMPLY

(30) The Attorney General may assert any claim that Supplier has violated this Assurance in a separate civil action to enforce the terms of this Assurance against Supplier and the Court shall apply applicable standards of law to determine damages for 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. By this paragraph, Supplier does not waive any evidentiary objection or any other objection it may have as permitted by law pertaining to the admissibility of any such evidence including, but not limited to, showing evidence that Supplier fully and promptly cooperated in good faith with this investigation.

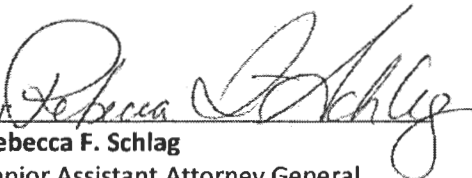
(31) Pursuant to R.C. 1345.06(F) this Assurance, including any and all provisions thereof set forth above, is not and shall not be construed as evidence of any violation of the CSPA by Supplier. Evidence of a violation of an Assurance of Voluntary Compliance is, however, considered prima-facie evidence 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 pursuant to the CSPA, R.C. 1345.01 *et seq.*

WHEREFORE, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein and warrant and represent that by affixing their signatures below they have the legal right to do so.

SIGNATURES

Accepted:

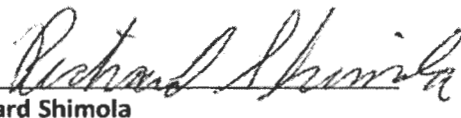
**MICHAEL DEWINE
OHIO ATTORNEY GENERAL**

By: 
Rebecca F. Schlag

Date: 12/4/2014

Senior Assistant Attorney General
Consumer Protection Section
615 W. Superior Ave., 11th floor
Cleveland, OH 44113
(216) 787-3030

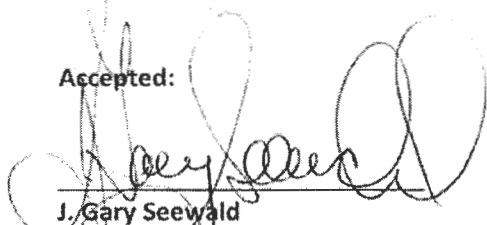
Accepted:

By: 
Richard Shimola

Date: 12/2/14

Westshore Productions
28775 Center Ridge Rd.
Westlake, OH 44145
(440) 835-3032
Individually and as Owner of Westshore Productions

Accepted:



J. Gary Seewald
Law Office of J. Gary Seewald
1419 West 9th St., 3rd floor, The Hilliard Building
Cleveland, OH 44113
(216) 781-8288
Counsel for Richard Shimola, dba Westshore Productions