

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, <i>ex rel.</i>	:	CASE NO. 13CV4036
MICHAEL DEWINE,	:	
ATTORNEY GENERAL OF OHIO	:	JUDGE R. FRYE
	:	
Plaintiff,	:	
v.	:	<u>JUDGMENT ENTRY AND ORDER</u>
	:	<u>GRANTING SUMMARY JUDGMENT</u>
DADS CAR LOT INC., et al.	:	<u>AGAINST DEFENDANT</u>
	:	<u>WILLIAM TAYLOR</u>

The Court, having previously granted Plaintiff's Motion for Default Judgment against Defendants Dads Car Lot Inc. and Gary Jones on December 31, 2013 and Summary Judgment against Defendant William Taylor on May 20, 2014, hereby renders the following Summary Judgment Entry and Order against Defendant William Taylor.

FINDINGS OF FACT

1. Defendant, Dads Car Lot Inc. (hereinafter "Dads Car Lot") was an Ohio corporation last operating at 600 E. Broad St., Columbus, Franklin County, Ohio 43215.
2. Defendant Taylor owned the business from November 2010 through February 2011 and was in complete control of practically every aspect of the business including the money, the banking, the paperwork, and the titles. He exercised the authority to establish, implement or alter the policies of Dads Car Lot., and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
3. Defendant Taylor was engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles from Dads Car Lot Inc., located in Columbus to consumers residing in Franklin and other Ohio counties.

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4. Defendant Taylor, operating under the name Dads Car Lot, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
5. Defendant Taylor was selling used motor vehicles at Dads Car Lot Inc.
6. Defendant Taylor sold used motor vehicles to consumers, including consumers Tiavon Angel, Crystal Henley, Ronnie Nicholas, Francis and Leon Brown, and Laura Osborne.
7. Defendant Taylor failed to provide consumers with dated receipts stating:
 - a.) The time during which the option to purchase the used motor vehicles was binding.
 - b.) Whether the deposits, as that term is defined in O.A.C. 109:4-3-07(D), were refundable or under what conditions the deposits were refundable.
8. Defendant Taylor failed to file applications for certificates of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
9. Defendant Taylor failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
10. Defendant Taylor provided consumers, who had purchased used motor vehicles from the Defendants, with a "Spot Delivery" document which contained an improper liquidated damages provision that allowed the Defendants to keep "all funds on deposit" once consumers' took "delivery of the vehicles" even though the taking delivery of the vehicles did not translate into any automatic loss or actual harm to the Defendants.

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 Defendant Taylor, 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 Taylor 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 soliciting consumers for the sale of used motor vehicles for a fee, within the meaning of R.C. 1345.01(A).
5. Defendant Taylor committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by:
 - A. failing to provide to consumers, at the time of the initial deposits, dated written receipts stating clearly and conspicuously the time during which the options to purchase the used motor vehicles were binding, whether the deposits were refundable and under what conditions as required by Ohio Adm. Code 109:4-3-07(B)(5).
 - B. failing 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).
 - C. 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 (40th) day of sale of the motor vehicles as required by R.C. 4505.181(B)(1).

6. Defendant Taylor committed unconscionable acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.03, by:
 - A. including in a “spot delivery” document, which was incorporated into a contract, an improper “liquidated damages” provision that allowed Defendant Taylor to keep “all funds on deposit” once consumers’ took “delivery of the vehicles” even though the taking delivery of the vehicles did not translate into any automatic loss or actual harm to the Defendant.
7. The acts or practices described in Conclusions of Law ¶¶5B-C and 6 have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, R.C. 1345.01 et seq. Defendant Taylor committed said 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:

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 in the manner set forth therein.
2. Defendant Taylor is PERMANENTLY ENJOINED from engaging in any consumer transactions in the State of Ohio until the final ordered resolution of this matter is satisfied in its entirety.
3. Defendant Taylor 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, is 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. and the Substantive Rules enacted thereunder.

4. Defendant Taylor is HEREBY PROHIBITED from applying for an auto dealer or sales person license under Chapter 4517 of the Revised Code, and he shall not engage in any consumer transactions as supplier, if he is not in compliance with any and all financial obligations Ordered by the Court.
5. Defendant Taylor is ORDERED TO PAY, jointly and severally with the other Defendants in this case, One Thousand Dollars (\$1,000.00) to the Ohio Attorney General to reimburse the Ohio Title Defect Recision Fund.
6. Defendant Taylor is ORDERED TO PAY a civil penalty of \$10,000.00 pursuant to R.C. 1345.07(D).
7. Within seven days of the filing of this decision, all payments shall be made by delivering a certified check or money order payable to the "Ohio Attorney General" and sent c/o Consumer Protection Compliance Officer, 30 E. Broad St., 14th Floor, Columbus, Ohio 43215.
8. Defendant Taylor is ORDERED to pay, jointly and severally with the other Defendants in this case, all court costs of this action.

IT IS SO ORDERED.

DATE

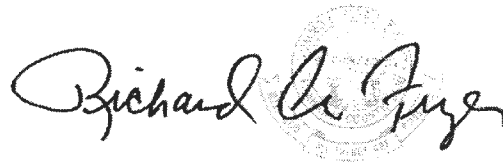
JUDGE ROBERT FRYE

Clerk, electronic copies to all parties of record:

Franklin County Court of Common Pleas

Date: 06-06-2014
Case Title: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -VS-
DADS CAR LOT INC ET AL
Case Number: 13CV004036
Type: JUDGMENT ENTRY

It Is So Ordered.

A handwritten signature in cursive script, reading "Richard A. Frye", is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The seal contains the text "FRANKLIN COUNTY OHIO" and "COURT OF COMMON PLEAS".

/s/ Judge Richard A. Frye

Court Disposition

Case Number: 13CV004036

Case Style: OHIO STATE ATTORNEY GENERAL MICHAEL DEWI -
VS- DADS CAR LOT INC ET AL

Case Terminated: 18 - Other Terminations

Final Appealable Order: Yes