

**STATE OF OHIO  
OFFICE OF THE ATTORNEY GENERAL  
CONSUMER PROTECTION SECTION**

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

STATE OF OHIO )  
 )  
IN THE MATTER OF: )  
 ) DOCKET NO. 459962  
CHARLES R. HOLUB dba CCG TRUCK )  
 )

**JUN 14 2019**

**CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

This Assurance of Voluntary Compliance ("Assurance") is entered into this 5<sup>TH</sup> day of April, 2013 by the Attorney General of the State of Ohio ("Attorney General") and Charles R. Holub doing business as CCG Truck.

For purposes of this Assurance, "Respondent" shall mean and include Charles R. Holub doing business as CCG Truck, under this or any other business names, his agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, and all persons acting in concert or participation with him, directly or indirectly, through any corporate device, partnership or association within the State of Ohio.

For purposes of this Assurance, "Parties" shall mean and include the Attorney General and Respondent.

**WHEREAS**, the Attorney General, having reasonable cause to believe that Respondent has engaged in acts and practices which violate Chapter 1345 of the Ohio Revised Code ("Ohio Consumer Sales Practices Act") and Chapter 109:4-3 of the Ohio Administrative Code ("Substantive Rules"), has conducted an investigation pursuant to the authority granted him by Section 1345.06 of the Ohio Revised Code; 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 is a written declaration by Respondent of his intent to fully comply with the provisions of the Ohio Consumers Sales Practices Act and the Substantive Rules adopted thereunder and hereby voluntarily enter 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 indicated on the first page of this Assurance.
- (2) By accepting this Assurance, the Attorney General agrees to terminate the current investigation of Respondent's business acts and practices, as described in this Assurance, occurring on or before the Effective Date of this Assurance.
- (3) By giving this written Assurance, Respondent represents to the Attorney General that he will not engage in business in the state of Ohio as a supplier until such time as all terms of this Assurance have been satisfied, that he will notify the Attorney General of his intent to engage in business as a supplier, and that any such future business will be conducted in compliance with all applicable Ohio laws, including without limitation, the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 et seq., and the Substantive Rules, Ohio Administrative Code, Section 109:4-3-01 et seq..

#### **BACKGROUND AND STATEMENT OF FACTS**

- (4) CCG Truck was an Ohio sole proprietorship with its principal place of business located at 8095 Mayfield Road, Chesterland, Ohio 44026.
- (5) Charles R. Holub is an individual residing at 7505 Avon Lane, Chesterland, Ohio 44026 and was the owner and sole proprietor of CCG Truck.
- (6) At all relevant times Respondent was engaged in the business of effecting consumer transactions by soliciting, offering for sale and selling auto and truck parts online to individual consumers in the State of Ohio and throughout the country for purposes that

were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D). As such, CCG Truck was a "supplier" as that term is defined in R.C. 1345.01(C) and entered into "consumer transactions" as that term is defined in R.C. 1345.01(A).

- (7) The Attorney General has received numerous complaints that Respondent accepted money from retail purchasers for the delivery of auto and truck parts and failed to deliver the parts ordered.
- (8) As a result of Respondent's actions, Ohio retail purchasers have been damaged in the amount of One Thousand Seven Hundred Seven Dollars and 35/100 Dollars (\$1,707.35).

#### **COMPLIANCE PROVISIONS**

- (9) In connection with any future advertising and sale of auto and truck parts, Respondent shall notify the Attorney General of his intent to engage in business as a supplier in the State of Ohio.
- (10) In connection with any future advertising and sale of auto and truck parts Respondent shall comply with the CSPA, R.C. 1345.01 et seq., and the Substantive Rules enacted thereunder.
- (11) In connection with the advertising and sale of auto and truck parts, Respondent shall refrain from:
  - (A) Committing an unfair or deceptive act or practice in connection with a consumer transaction, in violation of R.C. 1345.02(A);
  - (B) Accepting payments for auto and truck parts and then failing to deliver those goods or services or allowing more than eight (8) weeks to elapse without delivering the goods or services or making a full refund of payments received, in

violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09;

### **GENERAL PROVISIONS**

- (12) Respondent understands and agrees this Assurance applies to CCG Truck, and to any other business Charles R. Holub operates, his principals, officers, directors, agents, representatives, salespersons, employees, instructors, independent contractors, successors and assigns, jointly and severally.
- (13) This Assurance shall be governed by the laws of the State of Ohio.
- (14) This Assurance is entered into by the Respondent of his own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Assurance.
- (15) This Assurance does not constitute an approval by the Attorney General of any of Respondent's business practices and Respondent 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 Respondent's business practices.
- (16) This Assurance sets forth the entire agreement between the Attorney General and Respondent and supersedes all prior agreements or understandings, whether written or oral, between the Parties and/or their respective counsel with respect to the subject matter hereof. This Assurance may be amended by written agreement between the Parties, subject to any further requirements under the laws of the State of Ohio.
- (17) The Parties 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.

(18) Respondent shall negotiate in good faith, through the office of the Attorney General, any complaints filed with this office concerning Respondent's conduct occurring prior to or after the Effective Date of this Assurance, which are brought by consumers that are discovered after entering into this Assurance.

(19) This Assurance is a public record and shall be maintained in the Public Inspection File.

#### **RESTITUTION AND PAYMENT TO THE STATE**

(20) In a good faith effort to resolve the instant matter and as part of the consideration for the termination of the Attorney General's investigation of the Respondents under the CSPA, R.C. 1345.01 et seq., Respondent shall pay One Thousand Seven Hundred Seven and 35/100 Dollars (\$1,707.35) in consumer restitution, at the time this Assurance is executed.

(21) As part of the consideration for the termination of the Attorney General's investigation of Respondent, Respondent, shall pay Ten Thousand Dollars (\$10,000.00) to the Ohio Attorney General's Office for attorney fees and investigative costs, with the entire Ten Thousand Dollars (\$10,000.00) suspended upon the condition of full and timely compliance with all of the terms of this Assurance. If Respondent fails to fully and timely comply with this Assurance, payment of the entire Ten Thousand Dollars (\$10,000.00) shall be due immediately and shall be made by delivering a certified check or money order payable to the "Ohio Attorney General's Office" to:

**Teresa Goodridge  
Restitution Compliance Officer  
Consumer Protection Section  
30 E. Broad Street, Floor 14  
Columbus, Ohio 43215**

### **PENALTIES FOR FAILURE TO COMPLY**

- (22) This Assurance shall in no way exempt Respondent from any other obligations imposed by law, and nothing contained herein shall relieve Respondent of any legal responsibility for any acts or practices engaged in by Respondent other than those acts specifically resolved by this Assurance.
- (23) Nothing in this Assurance shall in any way preclude any investigative or enforcement action against Respondent under any legal authority granted to the Attorney General:
- A. With respect to the transactions or occurrences which are the subject of this Assurance, if Respondent fails to fully and timely comply with all of the terms of this Assurance; or
- B. With respect to transactions or occurrences which are not the subject of this Assurance.

### **REPRESENTATIONS AND WARRANTIES**


- (24) The Attorney General and Respondent represent and warrant that they negotiated the terms of this Assurance in good faith.

### **SIGNATURES**

**WHEREFORE**, the parties hereto affix their signatures in recognition and acceptance of the terms contained herein on this 15 day of April, 2013.

**ACCEPTED:**

**FOR THE OHIO ATTORNEY GENERAL, MICHAEL DEWINE**



Michael R. Sliwinski (0076728)

Assistant Attorney General  
Consumer Protection Section  
615 W. Superior Avenue, Floor 11  
Cleveland, Ohio 44113-1899

4/15/2013  
Date

P 216-787-3104  
F 877-616-5276

*Counsel for the Ohio Attorney General*

**ACCEPTED:**

**FOR CCG TRUCK**

*Charles R. Holub*

**CHARLES R. HOLUB**  
7505 Avon Lane  
Chesterland, Ohio 44026

*4/2/13*  
Date

*Bruce L. Mielziner*

**BRUCE L. MIELZINER (00020776)**  
Kabat, Mielziner & Sobel  
30195 Chagrin Boulevard, Suite 300  
Pepper Pike, Ohio 44124  
P 216-595-8222  
F 216-595-8230

*April 2, 2013*  
Date

*Counsel for Charles R. Holub individually and doing business as CCG Truck*

## **APPENDIX A**

### **PAYMENT**

As stated in the Assurance of Voluntary Compliance, Respondent shall pay One Thousand Seven Hundred Seven and 35/100 Dollars (\$1,707.35) in consumer restitution. Restitution shall be distributed to consumers in the amounts stated below. Respondent shall make payment in the form of a certified check or a money order payable to the "Ohio Attorney General's Office" and shall deliver payment to:

**Teresa Goodridge  
Restitution Compliance Officer  
30 East Broad Street, Floor 14  
Columbus, Ohio 43215**

### **CONSUMER RESTITUTION LIST**

Last Name	First Name	Amount
Dixon	Richard	\$ 173.95
Dow	Everett	\$ 369.70
Medix Ambulance		\$ 308.40
Pecia	William	\$ 288.90
Principle Automotive		\$ 149.90
Spencer	Joyce	\$ 158.80
Spolar	Rob	\$ 145.80
Wagner	David	\$ 111.90
	Total	\$1,707.35