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TERRY MILLER  
CLERK OF COURTS  
ALLEN COUNTY, OHIO

IN THE COURT OF COMMON PLEAS OF ALLEN COUNTY, OHIO

STATE OF OHIO, ex rel.	)	CASE NO. CV 2019 0080
ATTORNEY GENERAL DAVE YOST	)	
	)	JUDGE KOHLRIESER
Plaintiff,	)	
	)	
v.	)	<u>CONSENT JUDGMENT AND</u>
	)	<u>FINAL ORDER</u>
	)	
BUDGET MOTORS & RV SALES, et al.	)	
	)	
Defendants.	)	

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This matter came to be heard upon the filing of a Complaint by Ohio Attorney General on March 4, 2019 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. The parties have agreed to settle and resolve the pending matters in this case. By signing this Consent Judgment and Final Order ("Consent Judgment"), Defendants Budget Motors & RV Sales ("Budget") and Michael Stevens ("Stevens"), without admitting liability, submit to the personal jurisdiction of this court and consent to the findings of fact, the conclusions of law, and to the entry of this Consent Judgment.

FINDINGS OF FACT

1. Defendant Budget was an Ohio company conducting business in Allen County and in the State of Ohio with its principal place of business located at 115 West Kiracofe Avenue,

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Elida, Ohio 45807. Defendant Budget is closed and no longer operating as a business in Ohio.

2. At all times relevant to this action, Defendant Budget was a licensed used motor vehicle dealer, operating under Ohio Bureau of Motor Vehicles permit number UD013933.
3. Defendant Stevens is an individual whose current address is 477 White River Drive, Unit 32B, Myrtle Beach, South Carolina 29579. At all times relevant to the events giving rise to this action, Stevens' address was 2560 Chesterton Drive, Lima, Ohio 45805.
4. Defendant Stevens owned and operated Budget. As such, he dominated, controlled and directed the business activities and sales conduct of Budget, and exercised the authority to establish, implement or alter the policies of Budget, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
5. Defendants were engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles to consumers residing in Allen and other Ohio counties.
6. Defendants, operating under the name Budget Motors & RV Sales, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
7. Defendants failed to file applications for two certificates of title within thirty (30) days after the assignment or delivery of motor vehicles.
8. Defendants failed to obtain two certificates of title on or before the fortieth (40th) day after the sale of motor vehicles.
9. As a result of Defendants' failure to transfer titles into the consumer purchasers' names on or before the 40th day after the sale of the used motor vehicles, two Title Defect

Recision consumer claims totaling Eight Thousand Thirty Dollars (\$8,030.00) were paid from the Title Defect Recision Fund administered by the Ohio Attorney General's Office.

### **CONCLUSIONS OF LAW**

10. This Court has jurisdiction over the subject matter of this action pursuant to R.C. 1345.04.
11. The Ohio Attorney General is the proper party to bring this action.
12. **The CSPA and the Certificate of Motor Vehicle Title Act governed Defendants' business practices.**
13. Venue is proper pursuant to Ohio Civil Rules 3(C)(1-3).
14. Defendants were "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).
15. Defendants engaged in "consumer transactions" by offering for sale, selling or financing the purchase of used motor vehicles to individuals for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A).
16. A supplier commits unfair and deceptive acts and practices in violation of R.C. 1345.02(A) by failing to file applications for certificates of title within thirty (30) days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).
17. A supplier commits unfair and deceptive acts and practices in violation of the Consumer Sales Practices Act, 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 (40th) day of sale of the motor vehicles as required by R.C. 4505.181(B)(1).

**ORDER**

18. The Court hereby DECLARES that the acts and practices described in the Plaintiff's Complaint and above in the Findings of Fact and Conclusions of Law violate the CSPA, R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq.
19. Defendants, doing business under their own names or any other names, their agents, partners, representatives, salespersons, employees, successors and assigns, and all persons acting in concert and in participation with them, directly or indirectly, are hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA or the Certificate of Motor Vehicle Title Act.
20. Pursuant to R.C. 1345.07, Defendants are ORDERED, jointly and severally, to pay a civil penalty in the amount of Ten Thousand Dollars (\$10,000.00). The full amount of this civil penalty shall be suspended upon full compliance with the terms of this Consent Judgment. Plaintiff shall move for the imposition of the suspended civil penalty if Defendants fail to comply with the terms of this Consent Judgment, including the payment provisions.
21. Defendants are ORDERED, jointly and severally, to pay to the Ohio Attorney General's Title Defect Recision Fund the amount of Eight Thousand Thirty Dollars (\$8,030.00) to reimburse funds expended to resolve title defects caused by Defendants' motor vehicle title violations. Payment of Two Thousand Five Hundred Dollars (\$2,500.00) of this amount shall be due upon the date of entry of this Consent Judgment and shall be submitted in the form of a certified check or money order made payable to the "Ohio Attorney General's Office," and delivered to:

Finance Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, OH 43215

22. Payment of the remaining Five Thousand Five Hundred Thirty Dollars (\$5,530.00) shall be made in the following manner:

- a) Eleven (11) monthly payments each in the amount of Four Hundred Sixty Dollars and Eighty-Three Cents (\$460.83), with the first monthly payment due in August 2019, on the one-month anniversary of the entry of this Consent Judgment, and continuing ever month thereafter until all eleven payments are made;
- b) A twelfth (12th) and final monthly payment in the amount of Four Hundred Sixty Dollars and Eighty-Seven Cents (\$460.87) due one month following the date of the eleventh (11<sup>th</sup>) payment made pursuant to paragraph 22(a), above.
- c) Payment of each monthly installment shall be made by delivery of a certified check or money order, made payable to the "Ohio Attorney General's Office" and delivered to:

Finance Specialist  
Consumer Protection Section  
Office of the Ohio Attorney General  
30 East Broad Street, 14th Floor  
Columbus, OH 43215

23. It is further ORDERED that if the Defendants fail to deliver any payment due hereunder to the Ohio Attorney General in accordance with the payment schedule ordered herein, all remaining payments shall immediately become due and payable.

24. It is further ORDERED that the acceptance of any payment by the Plaintiff subsequent to the time it is due or the failure of the Plaintiff to insist on strict performance of any order contained within this Consent Judgment including, but not limited to, the obligation

created by the acceleration provision in Paragraph 23 of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

25. Defendants are hereby notified that if they fail to make any payment due in accordance herein, the unpaid amount due under this Consent Judgment may be referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should the unpaid amount be referred for collection, the Collections Enforcement Section will assess additional collection fees and interest against Defendants, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

26. Defendants are ORDERED to pay all court costs.

27. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

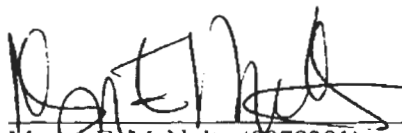
  
JUDGE KOHLRIESER

8/12/19  
DATE

**APPROVED AND AGREED TO BY:**

**PLAINTIFF**

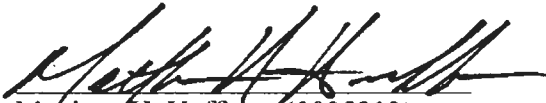
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*Counsel for Plaintiff, State of Ohio*

**DEFENDANTS**



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*Counsel for Defendants*

ON BEHALF OF MICHAEL STEVENS, INDIVIDUALLY,  
AND BUDGET MOTORS & RV SALES:



Michael Stevens  
477 White River Drive, Unit 32B  
Myrtle Beach, SC 29579

... of this Court shall forward a true and correct copy of this Judgment Entry to each attorney of record, and each party not represented by counsel. The fact of mailing shall be noted on the return and checked by the clerk.