

IN THE COURT OF COMMON PLEAS FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO. 20 CV 003064
DAVE YOST)	
ATTORNEY GENERAL OF OHIO)	
)	JUDGE MARK A. SERROTT
)	
Plaintiff,)	<u>CONSENT JUDGMENT AND</u>
)	<u>AGREED ENTRY AND ORDER</u>
v.)	<u>WITH DEFENDANT</u>
)	<u>KIMBERLY GODFREY</u>
EASTPOINT CAR BROKERS LLC et al.,)	
)	
Defendants.)	

PREAMBLE

This matter came upon the filing of a complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Eastpoint Car Brokers LLC and Kimberly Godfrey (“hereinafter 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 Defendant Kimberly Godfrey (“Godfrey”) have agreed to settle and resolve the matters contained herein and all claims alleged against her. Defendant Godfrey waives service of process of the summons and complaint, and/or any defects therein, submits to the personal jurisdiction of this Court, consents to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), to the imposition of this Consent Judgment, and to the rights of Plaintiff to enforce this Consent Judgment.

FINDINGS OF FACT

1. Defendant Eastpoint Car Brokers LLC (“Eastpoint Car”) was an Ohio limited liability company last operating at 983 E. Main St., Columbus, Ohio 43205.
2. Defendant Godfrey is an individual whose address is 1499 Garywood Ave., Columbus, Ohio 43227.

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3. Defendant Godfrey was the owner of and operated Defendant Eastpoint Car and dominated, controlled and directed the business activities and sales conduct of Eastpoint Car, and exercised the authority to establish, implement or alter the policies of it, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
4. Defendant Godfrey was at all times relevant to this action engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles from their location in Columbus to consumers residing in Franklin and other Ohio counties.
5. Defendant Godfrey, operating under the name Eastpoint Car Brokers LLC, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. Defendant Eastpoint Car held license #UD021805 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing it to engage in the business of displaying or selling at retail or wholesale used motor vehicles.
7. Defendant Godfrey was displaying or selling used motor vehicles at her Eastpoint Car location.
8. Defendant Godfrey failed to file applications for certificate of title within Thirty (30) days after the assignment or delivery of a motor vehicle.
9. Defendant Godfrey failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
10. Title Defect Recision (“TDR”) consumer claims for this case, totaling \$17,535.00, were paid from the TDR Fund, administered by the Ohio Attorney General’s Office, after

Defendant Godfrey failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of the motor vehicles.

CONCLUSIONS OF LAW

1. The Attorney General is the proper party to commence these proceedings under the authority vested in him by the R.C. 1345.07 of the CSPA, and the Certificate of Motor Vehicle Title Act, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(2) and (3), in that Defendants operated their business from, and engaged in the transactions complained of in Franklin County.
4. Defendant Godfrey was a “supplier” as that term is defined in R.C. 1345.01(C) as she engaged in the business of effecting or soliciting “consumer transactions” as that term is defined in R.C. 1345.01(A).
5. Defendant Godfrey 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) and (D).
6. Defendant Godfrey committed 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 the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).

7. Defendant Godfrey 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 (40th) day after the sale of the motor vehicles as required by R.C. 4505.181(B)(1).
8. Such acts or practices have been previously determined by Ohio courts to violate the CSPA Act, R.C. 1345.01 *et seq.* Defendant Godfrey committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- 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, R.C. 4505.01 *et seq.* in the manner set forth herein.
- B. Defendant Godfrey, individually and doing business under the name Eastpoint Car Brokers, LLC or any other name, her officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with her, directly or indirectly, through any corporate device, partnership or association, are hereby PERMANENTLY ENJOINED from engaging in any unfair, deceptive, or unconscionable acts or practices that violate the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, 109:4-3-01 *et seq.*, or the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.* including, without limitation, violations of the specific statutes described in this Consent Judgment.
- C. IT IS FURTHER ORDERED that Defendants Godfrey shall reimburse the TDR Fund in the amount of Seventeen Thousand Five Hundred Thirty-Five Dollars (\$17,535.00).
- D. Pursuant to R.C. 1345.07(D), Defendant Godfrey shall pay a civil penalty in the amount of

Fifteen Thousand Dollars (\$15,000.00) with Twelve Thousand-Five Hundred (\$12,500.00) of the civil penalty suspended as long as she complies with all provisions of the Consent Judgment, including the payment provisions.

- E. Payment of Twenty Thousand Thirty-Five Dollars (\$20,035.00) due pursuant to paragraphs C and D above shall be made via a certified checks or money orders, made payable to the "Ohio Attorney General's Office," and delivered to the Ohio Attorney General Finance Specialist, 30 E. Broad St., 14th Floor, Columbus, Ohio 43215. Payment shall be made at the rate of Six-Hundred Dollars (\$600.00) per month. Payment shall begin on July 15, 2020 and continue each month thereafter until paid in full. Payments are due on or before the 15th of each month. This is a thirty-four (34) month payment plan. The payment plan requires 33 monthly consecutive payments of \$600.00 and a final 34th payment of \$235.00. If all payments are made pursuant to these paragraphs, the last payment will be due on or before May 15, 2023.
- F. It is further ORDERED that if the Defendant Godfrey fails to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments, including any balance of the full civil penalty amount of Fifteen Thousand Dollar (\$15,000.00), shall immediately become due and payable hereunder.
- G. 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 F of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.

- H. Defendant Godfrey is hereby notified that if she fails 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 her, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.
- I. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendant Godfrey to abide by this Consent Judgment, Defendant Godfrey shall be liable to the Ohio Attorney General, should he prevail, for all related enforcement costs, including, but not limited to, a reasonable sum for attorneys' fees and investigative costs.
- J. IT IS FURTHER ORDERED that Defendant Godfrey shall be prohibited from applying for or obtaining an auto dealer or salesperson license under Chapter 4517 of the Revised Code if she is not in compliance with all of the provisions of this Consent Judgment.
- K. Defendant Godfrey shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the business operations.
- L. Defendant Godfrey shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE

JUDGE MARK A. SERROTT

Agreed to by:

DAVE YOST
Attorney General

Rosemary E. Rupert

Rosemary E. Rupert (0042389)
Principal Assistant Attorney General
Director of the Title Defect Recision Unit
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
(614) 466-8831 (phone)
(614) 466-8898 (fax)
Counsel for Plaintiff
Attorney/filer

Per electronic approval 06/08/2020

Kimberly Godfrey
1499 Garywood Ave.
Columbus, Ohio 43227
Pro se Defendant

Franklin County Court of Common Pleas

Date: 06-11-2020
Case Title: STATE OF OHIO -VS- EASTPOINT CAR BROKERS LLC ET AL
Case Number: 20CV003064
Type: AGREED ORDER

It Is So Ordered.

A handwritten signature in black ink, reading "Mark A. Serrott". The signature is fluid and cursive, with a large, stylized "S" at the end.

/s/ Judge Mark A. Serrott