

IN THE COURT OF COMMON PLEAS UNION COUNTY, OHIO

STATE OF OHIO, ex rel.
DAVE YOST
ATTORNEY GENERAL OF OHIO

PLAINTIFF,

v.

WODA AUTOMOTIVE, LLC, et al.

DEFENDANTS.

CASE NO. 2014 CV 0297

JUDGE DAVID C. FAULKNER

AGREED CONSENT JUDGMENT
ENTRY AND ORDER

COURT OF COMMON PLEAS
UNION COUNTY, OHIO
2020 DEC 17 AM 11:33
FILED
CLERK OF COURTS

PREAMBLE

This matter came to be heard upon the filing of a complaint by the Ohio Attorney General alleging that Defendants, Woda Automotive LLC ("Woda Automotive") and Donald Woda ("Woda"), violated 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. By signing this Consent Judgment Entry and Order ("Consent Judgment"), Defendants submit to the personal jurisdiction of this Court and, in accordance with R.C. 1345.07(F), consent to the entry of this Consent Judgment. Defendants also consent to the Court's finding of the following facts and conclusions of law, to the imposition of this Consent Judgment, and to the rights of Plaintiff to enforce this Consent Judgment.

FINDING OF FACTS

1. Defendant Woda Automotive was an Ohio limited liability company last operating at 18987 State Route 37, Broadway OH 43007.
2. Defendant Woda is an individual whose address is 484 Chariot Way, Marysville, OH 43040.
3. Defendant Woda had an ownership interest in and operated Defendant Woda Automotive

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and dominated, controlled, and directed the business activities and sales conduct of Woda Automotive, and exercised the authority to establish, implement, or alter the policies of Woda Automotive, and committed, allowed, directed, ratified, or otherwise caused the following unlawful acts to occur.

4. Defendants were 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 Broadway to consumers residing in Union County and other Ohio counties.
5. Defendants, operating under the name Woda Automotive, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. Defendant Woda Automotive held license #UD017746 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. Defendants Woda Automotive and Woda displayed or sold used motor vehicles at the Woda Automotive location.
8. The Defendants displayed for sale and sold used motor vehicles without obtaining a certificate of title for the vehicles offered for sale, or sold, and without a properly executed power of attorney or other related document from the prior owner of the motor vehicle giving the Defendants the authority to have a certificate of title to those vehicles issued in their name.
9. The Defendants sold used motor vehicles encumbered with pre-existing liens to retail purchasers so that retail purchasers paid money for motor vehicles which were not titled in the Defendants' name at the time of purchase.

10. The Defendants received payment from retail purchasers, and/or third parties on behalf of retail purchasers, in full satisfaction for the purchase of the motor vehicles.
11. The Defendants, in the ordinary course of business, sold or transferred motor vehicles to Ohio retail purchasers and failed to file applications for certificates of title within Thirty (30) days after the assignment or delivery of motor vehicles.
12. The Defendants, in the ordinary course of business, sold or transferred motor vehicles to Ohio retail purchasers and failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
13. As a result of the Defendants' conduct, retail purchasers were unable to obtain certificates of title to their used motor vehicles, and filed claims with the Ohio Attorney General pursuant to Ohio's Title Defect Recision (TDR) statute, R.C. 4505.181.
14. The Ohio Attorney General's office paid consumer claims totaling One Hundred Eight Thousand Seven Hundred Ninety-Six Dollars and Fifty Cents (\$108,796.50) from the TDR Fund after the Defendants failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles. The Defendants have made payments of Nineteen Thousand Three Hundred Sixty-Eight Dollars and Sixteen Cents (\$19,368.16) leaving a remaining TDR balance of Eighty-Nine Thousand Four Hundred Twenty-Eight Dollars and Thirty-Four Cents (\$89,428.34).
15. The Defendants represented that a consumer transaction involved a warranty and then failed to fulfill their obligations under the stated warranty.
16. Consumers paid the Defendants \$4,085.00 for warranties that were not activated because the Defendants had not paid the warranty premiums.

CONCLUSIONS OF LAW

17. This Court has jurisdiction over the subject matter, issues, and parties to this Consent Judgment pursuant to R.C. 1345.04 of the CSPA.
18. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1)-(3) because Defendants resided in, operated their business from, and engaged in these transactions in Union County.
19. The CSPA, R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., governs the business practices of the Defendants.
20. The Ohio Attorney General is the proper party to commence these proceedings under the authority of R.C. 1345.07, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
21. Defendants were "supplier[s]" as that term is defined in R.C. 1345.01(C), because Defendants engaged in the business of effecting or soliciting "consumer transactions" as that term is defined in R.C. 1345.01(A).
22. 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) and (D).
23. Defendants committed unfair and deceptive acts or 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 of delivery of motor vehicles, as required by the Certificate of Motor Vehicle Title Act, R.C. 4505.06(A)(5)(b).
24. Defendants 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).

25. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by representing that consumer transactions involved a warranty and then failing to fulfill their obligations under the stated warranties.
26. The acts or practices identified in Paragraphs 23-25 of the Conclusions of Law have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

For purposes of affecting this Consent Judgment, it is therefore **ORDERED, ADJUDGED, AND DECREED** that:

- A. Plaintiff's request for a Declaratory Judgment is **GRANTED** and it is therefore **DECLARED** that Defendants' acts and practices specified in Paragraphs 23-25 violate the CSPA, R.C. 1345.01 et seq., and/or the Certificate of Motor Vehicle Title Act, R.C. 4505.06(A)(5)(b) and 4505.181(B)(1), in the manner described.
- B. Defendants, their agents, representatives, salespersons, employees, successors, assigns, and all persons acting on behalf of Defendants, directly or indirectly, through any corporate device or private device, partnership or association, including any person or entity which purchases any interest in the business and continues to operate the business, in connection with any consumer transaction, are permanently enjoined from violating the CSPA, R.C. 1345.01 et seq. and the Certificate of Motor Vehicle Title Act, R.C. 4505.06(A)(5)(b) and 4505.181(B)(1).

- C. Defendants shall not own or operate, direct or control another business in or related to the motor vehicle industry until such time as all of Defendants' obligations under this Agreed Consent Judgment Entry and Order ("Consent Judgment") have been satisfied, including all payment provisions.
- D. It is further ORDERED that Defendants jointly and severally shall pay consumer restitution in the amount of Four Thousand Eighty-Five Dollars (\$4,085.00) to the following three consumers:
- Jonathan Allen, 289 E. Center St., W. Mansfield, OH 43358 (\$895.00)
 - Curtis Hubbell, 2920 Stillmeadow Dr., Dublin, OH 43017 (\$1,695.00)
 - Donald Rowland, 200 Rusty Rifle, Zanesville, OH 43701 (\$1,495.00)
- Full restitution shall be made prior to the execution of this Consent Judgment. Payment shall be made via certified check or money order and made payable to the "Ohio Attorney General's Office" and sent to the attention of the Finance Specialist, Consumer Protection Section, 30 E. Broad St., 14th Fl., Columbus, Ohio 43215.
- E. It is further ORDERED that Defendants jointly and severally shall reimburse the TDR Fund administered by the Ohio Attorney General in the amount of Eighty-Nine Thousand Four Hundred Twenty-Eight Dollars and Thirty-Four Cents (\$89,428.34).
- F. It is further ORDERED that, pursuant to R.C. 1345.07(D), Defendants jointly and severally are assessed a civil penalty of Seventy-Five Thousand Dollars (\$75,000.00). Thirty Thousand Dollars (\$30,000.00) of the civil penalty is suspended. The unsuspended civil penalty amount is Forty-Five Thousand Dollars (\$45,000.00).
- G. The combined total amount due or unsuspended pursuant to paragraphs E and F is One Hundred Thirty-Four Thousand Four Hundred Twenty-Eight Dollars and Thirty-Four

Cents (\$134,428.34). This amount shall be paid at the rate of One Thousand Dollars (\$1,000.00) per month with the first payment due on or before January 21, 2021 - and each month thereafter on or before the 25th day of each month until paid in full. Defendants shall make One Hundred Thirty-Four 134 payments of One Thousand Dollars (\$1,000.00) and a final payment of Four Hundred Twenty-Eight Dollars and Thirty-Four Cents (\$428.34). This is a One Hundred Thirty-Five (135) month payment plan. Should Defendant Woda fail to make each monthly payment pursuant to this Order when due or for less than the monthly amount due, the total amount remaining due shall become immediately due and payable and judgment shall issue for the remaining amount. Payments shall be made via certified check or money order and made payable to the "Ohio Attorney General's Office" and sent to the attention of the Finance Specialist, Consumer Protection Section, 30 E. Broad St., 14th Fl., Columbus, Ohio 43215.

- H. 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 G of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- I. 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 the Defendants, pursuant to Ohio law, including, but not limited to R.C. 131.02, 109.08, and 109.081.

- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel Defendants to abide by this Consent Judgment, Defendants jointly and severally 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.
- K. Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operation.
- L. Defendants shall pay all court costs associated with this matter.

Date: _____

JUDGE DAVID C. FAULKNER

APPROVED BY:



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Counsel for Plaintiff

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Date:

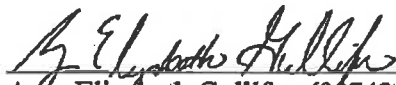
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JUDGE DAVID C. FAULKNER

APPROVED BY:

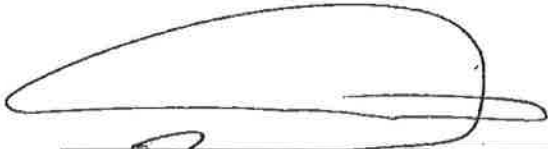
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By Donald Woda
Defendant