

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

STATE OF OHIO ex rel. ATTORNEY
GENERAL DAVE YOST

Plaintiff,

v.

ANYTIME AUTO SALES, INC. et al.

Defendants.

Case No. CV 2020 07 1084

Judge HAUGHEY

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ATTORNEY GENERAL OF OHIO

MAR 30 2021

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINAL ENTRY AND ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT

JUDGMENT

On December 3, 2020, Plaintiff filed a Civ. R. 55(A) Motion for Default Judgment against the Defendants, Anytime Auto Sales, Inc. and Brandon L. Adkins ("Defendants") based on their failure to defend or otherwise appear in the lawsuit. The Motion for Default Judgment also asked that the Defendants be held liable for damages to consumers and the Title Defect Recision ("TDR") Fund and civil penalties in an amount to be determined at a later date. Plaintiff's Motion for Default Judgment was granted on December 11, 2020. Plaintiff subsequently filed its Memorandum in Support of Damages and Civil Penalties. Based on Plaintiff's Complaint, the default motion, and the damages memorandum, the Court finds the following facts and conclusions of law, and orders the following relief. The Court also grants the State's request to admit witness affidavits in lieu of live testimony.

FINDING OF FACTS

The Court finds the following facts:

1. Defendant Brandon L. Adkins ("Adkins") is a natural person whose residence is located at 6727 Apache Way, West Chester, OH 45069.
2. Defendant Adkins owned and operated Anytime Auto Sales, Inc.
3. Defendant Anytime Auto Sales, Inc. is a for-profit corporation that has been registered with the Ohio Secretary of State since October 5, 2015.
4. The principal place of business for Defendant Anytime Auto Sales, Inc. was 1914 Central Ave., Middletown, OH 45044.
5. Defendant Adkins dominated, controlled, directed, and approved the business activities and sales conduct of Defendant Anytime Auto Sales, Inc. at the time of the violations set forth in the Complaint and caused, personally participated in, or ratified the acts and practices of Defendant Anytime Auto Sales, Inc.
6. Defendants were, at all times relevant to this action, engaged in the business of soliciting, promoting, purchasing, selling, and collecting the proceeds of the sales of used motor vehicles from their location in Butler County to consumers residing in Butler and other Ohio counties.
7. Defendants solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
8. At all relevant times hereto, Defendants used motor vehicle dealer license #UD021417, issued under R.C. 4517.01 et seq., which allowed them to engage in the business of displaying or selling at retail or wholesale used motor vehicles.
9. At all relevant times hereto, Defendants displayed and sold used motor vehicles at the Anytime Auto Sales, Inc. location at 1914 Central Ave., Middleton, OH 45044.

10. Defendants failed to file applications for certificates of title within Thirty (30) days after the assignment or delivery of motor vehicles.
11. Defendants failed to obtain certificates of title in the name of consumer purchasers on or before the Fortieth (40th) day after the sale of motor vehicles.
12. Title Defect Recision consumer claims have been paid from the Title Defect Recision ("TDR") Fund, administered by the Ohio Attorney General's Office, after Defendants failed to obtain certificates of title in the names of consumer purchasers on or before the Fortieth (40th) day after the sale of motor vehicles.
13. After claims were paid from the TDR Fund, Defendants continued to offer for sale or sell used motor vehicles they did not hold certificates of title to, without first posting a \$25,000 bond with the Attorney General, as required by R.C. 4501.181(A)(2).
14. Defendants informed consumers that their motor vehicles were covered by an extended warranty service.
15. When consumers needed repairs to their motor vehicles, they were informed that there was no extended warranty.

CONCLUSIONS OF LAW

16. The Attorney General, acting on behalf of the State of Ohio and in the public interest, is the proper party to bring this action by virtue of the authority vested in the Attorney General by R.C. 1345.07 of the Consumer Sales Practices Act ("CSPA").
17. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
18. Venue in this Court is proper pursuant to Ohio Civ. R. 3(C)(1), (2), and (3), in that Butler County is where Defendants reside, where Defendants' principal place of business was

located, and where Defendants conducted the transactions complained of herein.

19. Defendants are "supplier[s]" 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 by offering for sale and selling 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).
20. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA 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) of the Certificate of Motor Vehicle Title Act.
21. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title in the names of consumer purchasers on or before the Fortieth (40th) day following the date of the sale of the motor vehicles as required by R.C. 4505.181(B)(1) of the Certificate of Motor Vehicle Title Act.
22. Defendants committed unfair and deceptive acts and practices in violation of R.C. 1345.02 of the CSPA by continuing to offer for sale or sell used motor vehicles they did not hold certificates of title to after claims were paid from the TDR Fund, without first posting a \$25,000 bond with the Attorney General, as required by R.C. 4505.181(A)(2).
23. Defendants engaged in unfair and deceptive acts and practices in violation of R.C. 1345.02(A) and R.C. 1345.02(B)(10) of the CSPA by representing that consumer transactions involved a warranty when they did not.
24. The acts and practices committed by Defendants 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

It is therefore **ORDERED, ADJUDGED, AND DECREED** that:

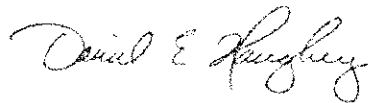
1. It is DECLARED that the acts and practices committed by Defendants, as set forth above, violate the CSPA, R.C. 1345.01 et seq., and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq.
2. Defendants, doing business under their own names or any other names, their agents, representatives, salespeople, employees, successors, or assigns, and all persons acting in concert and participation with them, directly or indirectly, are hereby PERMANENTLY ENJOINED from engaging in the acts or practices described in this order and from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA or the Certificate of Motor Vehicle Title Act.
3. It is ORDERED that Defendants reimburse the TDR Fund administered by the Ohio Attorney General in the amount of \$46,285.00.
4. Defendants are liable for consumer restitution in the amount of \$6,452.10 to be paid to and distributed by the Ohio Attorney General's Office to the following consumers:

Last Name	First Name	Amount
Gaines	Kenyata	\$4,837.55
Parsons	Shelby	\$1,614.55

5. Defendants shall pay a civil penalty of \$50,000, pursuant to R.C. 1345.07(D).

6. Defendants are PERMANENTLY ENJOINED from engaging in any consumer transaction as Suppliers in the State of Ohio until they have satisfied all monetary obligations ordered pursuant to this litigation.
7. It is ORDERED that Defendants shall be prohibited from applying for or obtaining an auto dealer or salesperson license under Chapter 4517 of the Revised Code if they are not in compliance with all provisions of this Final Entry and Order including the financial provisions.
8. Defendants are ordered to pay statutory collection costs and interest to the Plaintiff.
9. Defendants shall pay all court costs associated with this matter.

IT IS SO ORDERED.



03/30/2021

DATE

HON. JUDGE DANIEL E. HAUGHEY

Prepared by:

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