



STATE OF OHIO EX REL DAVE YOST
Plaintiff

LET'S DRIVE AUTO CREDIT LLC, ET AL
Defendant

Case No: CV-21-945004

Judge: DEENA R CALABRESI

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CLERK OF COURTS
CUYAHOGA COUNTY

JOURNAL ENTRY

92 DEFAULT - FINAL

JUDGMENT ENTRY AND ORDER. OSJ. FINAL.
COURT COST ASSESSED TO THE DEFENDANT(S).
PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER
PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL
PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

~~_____~~ O.S.J.
Judge Signature Date

RECEIVED
ATTORNEY GENERAL OF OHIO

JUN 28 2021

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

STATE OF OHIO, ex rel.)
ATTORNEY GENERAL DAVE YOST,)
)
Plaintiff,)
)
v.)
)
LET'S DRIVE AUTO CREDIT LLC, et al.)
)
Defendants.)

CASE NO. CV-21-945004
JUDGE DEENA R. CALABRESE
JUDGMENT
ENTRY AND ORDER

FINDINGS OF FACT

1. At all times relevant to this matter, Defendant Let's Drive Auto Credit LLC was a duly formed Limited Liability Company registered to do business under the laws of Ohio and operating

under the registered trade name "Let's Drive Auto Credit", with its primary place of business located at 4771 Pearl Rd. Cleveland, Ohio 44109.

2. Defendant Irene Alexseyev is an individual residing at 10267 Spinnaker Run Trail, Reminderville, Ohio 44202, and at all times relevant to this matter was the sole member and statutory agent for Let's Drive Auto Credit LLC and caused, personally participated in, or ratified the acts and practices of Defendant Let's Drive Auto Credit LLC.

3. Defendants were in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles from their location in Cleveland to consumers residing in Cuyahoga and other Ohio counties.

4. Defendants solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.

5. Defendants held dealer permit #UD020940 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing them to engage in the business of displaying or selling at retail or wholesale used motor vehicles.

6. Defendants were displaying or selling used motor vehicles at the Let's Drive Auto Credit location.

7. Defendants failed to file applications for certificates of title within Thirty (30) days after the assignment or delivery of a motor vehicle.

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

9. Title Defect Recision consumer claims totaling Thirty-Five Thousand Eight Hundred Twenty Dollars and Ninety-Two cents (\$35,820.92) were paid from the Title Defect Recision

("TDR") Fund, administered by the Ohio Attorney General's Office, after the Defendants failed to obtain a certificate of title on or before the Fortieth (40th) day after the sale of the motor vehicle.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
2. Defendants were "suppliers" as that term is defined in R.C. 1345.01(C), because Defendants engaged in the business of effecting consumer transactions, either directly or indirectly, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) of the Consumer Sales Practices Act.
3. The business practices of Defendants, as described herein and in Plaintiff's Complaint are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq.
4. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of this state, is the proper party to commence this action under the authority of the Consumer Sales Practices Act, R.C. 1345.07, and by virtue of his authority to protect the interests of the citizens of the State of Ohio.
5. Defendants have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02(A), by:
 - A. Failing to file applications for certificates of title within Thirty (30) days after the assignment of delivery of the motor vehicles as required by R.C. 4505.06(A)(5)(b).
 - B. Selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain the certificates of title on or before the Fortieth (40th) day of the sale of the motor vehicles as required by R.C. 4505.181(B)(1).

6. The acts or practices described in Conclusions of Law paragraphs 5A-B have been previously determined by Ohio courts to violate the Consumer Sales Practices Act, 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).

7. Defendant Alexseyev is personally liable as she was the sole member of Let's Drive Auto Credit LLC, and dominated, controlled and directed the business activities and sales conduct of Let's Drive Auto Credit LLC. Defendant Alexseyev exercised the authority to establish, implement or alter the policies of Let's Drive Auto Credit LLC, and committed, allowed, directed, ratified or otherwise caused the unlawful acts to occur.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Plaintiff's request for Declaratory Judgment is GRANTED, and it is therefore DECLARED that the acts or practices set forth above violate the Consumer Sales Practices Act, 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 therein.

2. Defendants are PERMANENTLY ENJOINED from engaging in any consumer transactions as a supplier in the State of Ohio until all financial obligations ordered in this matter are satisfied in their entirety.

3. Defendants under their own names or any other name, their agents, representatives, salespeople, employees, successors and assigns, and all persons acting on behalf of them directly or indirectly, through any corporate or private device, partnership or association, are PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the Consumer Sales Practices Act, R.C. 1345.01 *et seq.*

4. Defendants are ORDERED TO PAY, jointly and severally, Thirty-Five Thousand Eight Hundred Twenty Dollars and Ninety-Two cents (\$35,820.92) to the Ohio Attorney General to reimburse the TDR Fund.
5. Defendants are ORDERED TO PAY, jointly and severally, a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00).
6. Within seven days of the filing of this decision, all payments shall be made by Defendants delivering a certified check(s) or money order(s) payable to the "Ohio Attorney General" and sent c/o Consumer Protection Compliance Officer, 30 E. Broad St. 14th Floor, Columbus, Ohio 43215 in the total amount of Sixty Thousand Eight Hundred Twenty Dollars and 92 cents (\$60,820.92).
7. This Court shall retain jurisdiction for the purpose of enforcement of this Court's order.
8. Defendants are ORDERED TO PAY, jointly and severally, all court costs of this action.


JUDGE DEENA R. CALABRESE

APPROVED:

6-24-2021

DAVE YOST

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