

COURT OF COMMON PLEAS
ENTER

HON. TOM HECKIN

THE CLERK SHALL SERVE NOTICE
TO THE PARTIES PURSUANT TO CIVIL
RULE 58 WHICH SHALL BE TAXED
AS COSTS HEREIN.

IN THE COURT OF COMMON PLEAS HAMILTON COUNTY, OHIO

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

CASE NO. A2101329

JUDGE TOM HECKIN

Plaintiff,

CONSENT JUDGMENT AND
AGREED ENTRY AND ORDER
WITH DEFENDANT AMISSI

v.

CONQUER AUTO LLC et al.,

Defendants.

ENTERED

OCT 29 2021

PREAMBLE

This matter came upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Conquer Auto LLC and owner Bihute Amissi ("Amissi") 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 Amissi have agreed to settle and resolve the matters contained herein and all claims alleged against him. Amissi 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 Conquer Auto LLC ("Conquer Auto") was an Ohio limited liability company last operating at 2350 Reading Rd., Cincinnati, Ohio 45202.
2. Defendant Amissi is an individual whose address is 1882 Fairmount Avenue, Cincinnati, Ohio 45214.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
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VERIFY RECORD

3. Defendant Amissi was the owner of and operated Defendant Conquer Auto and dominated, controlled and directed the business activities and sales conduct of Conquer Auto, 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. Amissi 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 Cincinnati to consumers residing in Hamilton and other Ohio counties.
5. Amissi, operating under the name Conquer Auto Group LLC, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
6. Defendant Conquer Auto held license #UD021374 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. Amissi was displaying or selling used motor vehicles at the Conquer Auto location.
8. Amissi failed to file applications for certificates of title within thirty days after the assignment or delivery of motor vehicles.
9. Amissi failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
10. Amissi failed to maintain a surety bond in an amount not less than \$25,000.00 after the Attorney General had paid retail purchasers of the dealer from the Title Defect Recision ("TDR") Fund.
11. TDR consumer claims for this case totaling \$12,416.62 were paid from the TDR Fund,

administered by the Ohio Attorney General's Office, after Amissi failed to obtain certificates of title on or before the fortieth day after the sale of the motor vehicles.

12. Amissi filed a voluntary Chapter 7 bankruptcy petition in the United States Bankruptcy Court for the Southern District of Ohio, case number 1:20-bk-10949. Amissi received a discharge pursuant to 11 U.S.C. 727 on July 14, 2020, and the case subsequently closed on July 29, 2020.

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. Despite Defendant Amissi's bankruptcy discharge, Plaintiff is entitled to continue with these proceedings and enter into this Consent Judgment pursuant to its police and regulatory powers.
3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1)-(3), in that Defendant Amissi resided in, operated his business from, and engaged in the transactions complained of in Hamilton County.
5. Amissi was a "supplier" as that term is defined in R.C. 1345.01(C) as he engaged in the business of effecting or soliciting "consumer transactions" as that term is defined in R.C. 1345.01(A).
6. Amissi was 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).

7. Amissi 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 days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).
8. Amissi 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 day after the sale of the motor vehicles as required by R.C. 4505.181(B)(1).
9. After payments were made from the TDR Fund, Amissi failed to maintain a surety bond in an amount not less than \$25,000.00 after the Attorney General had paid a retail purchaser of the dealer from the TDR Fund.
10. The acts or practices described in paragraphs 7-8 have been previously determined by Ohio courts to violate the CSPA Act, R.C. 1345.01 *et seq.* Amissi committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
11. This Court has jurisdiction to determine whether debts are excepted from a bankruptcy discharge under 11 U.S.C. 523(a)(7).
12. TDR Fund repayment obligations and civil penalties assessed for violations of the CSPA are both in the nature of a fine, penalty, or forfeiture payable to and for a government unit and, pursuant to 11 U.S.C. 523(a)(7), are excepted from Amissi's bankruptcy discharge.

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 Amissi, individually and doing business under the name Conquer Auto Group, LLC or any other name, the officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with him, 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, O.A.C. 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 Defendant Amissi shall pay the amount of Twelve Thousand Four Hundred Sixteen Dollars and Sixty-Two Cents (\$12,416.62) as a recovery for and deposit into the TDR Fund.
- D. Pursuant to R.C. 1345.07(D), Defendant Amissi is assessed a civil penalty in the amount of Fifteen Thousand Dollars (\$15,000.00) with all of the civil penalty suspended as long as he complies with all provisions of the Consent Judgment, including the payment provisions.
- E. Payment of Twelve Thousand Four Hundred Sixteen Dollars and Sixty-Two (\$12,416.62) due pursuant to paragraph C above shall be made via certified check or money order, made payable to the "Ohio Attorney General's Office," and delivered to the Consumer Protection Section, Attn: Finance Specialist, 30 E. Broad St., 14th Floor, Columbus, Ohio 43215. Payment shall be made at the rate of Two-Hundred Seven Dollars (\$207.00) per month for 59 months and a final 60th payment of \$203.62. Payment shall begin on December 1, 2021

and continue each month thereafter until paid in full. Payments are due on or before the 1st of each month. This is a sixty (60) month payment plan. The payment plan requires 59 monthly consecutive payments of \$207.00, then a final payment of \$203.62. If all payments are made pursuant to these paragraphs, the last payment will be due on or before December 1, 2026.

- F. It is further ORDERED that if Defendant Amissi fails to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments, including the 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 Amissi is hereby notified that if he 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 him, 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 Amissi to abide by this Consent Judgment, Defendant Amissi 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, investigative costs, and interest and collection costs as permitted by statute.

- J. IT IS FURTHER ORDERED that Defendant Amissi shall be prohibited from applying for or obtaining an auto dealer or salespersons license under Chapter 4517 of the Revised Code if he is not in compliance with all of the provisions of this Consent Judgment.
- K. Defendant Amissi shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Conquer business operations.
- L. Defendant Amissi shall pay all court costs associated with this action.

IT IS SO ORDERED.

10/29/2021

DATE


JUDGE TOM HEEKIN

Agreed to by:

DAVE YOST
Attorney General

/s/ Rosemary E. Rupert

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


Bihute Amissi, pro se Defendant

