

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO

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

Plaintiff,

v.

MAJOR PERFORMANCE LLC et al.,

Defendants.

CASE NO. CV 2021 07 1036

JUDGE NOAH E. POWERS II

CONSENT JUDGMENT AND
AGREED ENTRY AND ORDER
WITH DEFENDANTS
MAJOR PERFORMANCE LLC,
LEE LYNDOL MAJORS AND
JULIE LYNN MAJORS

PREAMBLE

This matter came upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, charging Defendants Major Performance LLC (“Major Performance”) and owner Lee Lyndol Majors (“L. Majors”) and office manager and licensed sales person Julie Lynn Majors (“J. Majors”) 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 Defendants have agreed to settle and resolve the matters contained herein and all claims alleged against them. The Defendants waive service of process of the summons and complaint, and/or any defects therein, submit to the personal jurisdiction of this Court, consent 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 Major Performance was a domestic limited liability company conducting business in Butler County and other counties in the State of Ohio, with its principal place of business last located at 3147 Dixie Hwy., Hamilton, Ohio 45015.

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2. Defendant L. Majors is an individual whose address is 3347 Devonian Dr., Apt. 102B, Fairfield, Ohio 45014.
3. Defendant L. Majors was the owner of and operated Defendant Major Performance and dominated, controlled and directed the business activities and sales conduct of Major Performance, and exercised the authority to establish, implement or alter the policies of it, and committed, allowed, directed, ratified or otherwise caused the unlawful acts described in this Consent Judgment to occur.
4. Defendant J. Majors is the spouse of L. Majors and was the office manager and a licensed salesperson at Defendant Major Performance and she dominated, controlled and directed the business activities and sales conduct of Major Performance, and exercised the authority to establish, implement or alter the policies of it, and committed, allowed, directed, ratified or otherwise caused the unlawful acts to occur.
5. 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 Hamilton, Ohio to consumers residing in Butler County and other Ohio counties.
6. Defendants, operating under the name Major Performance LLC, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
7. Defendant Major Performance held license #UD015059 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.
8. Defendant J. Majors held license #SL130078 issued by the State of Ohio under R.C.

4517.01 *et seq.*, allowing her to sell, display, and offer for sale, or deal in motor vehicles for a commission, compensation, or other valuable consideration at Defendant Major Performance.

9. Defendants were displaying or selling used motor vehicles at the Major Performance location.
10. Defendants failed to file applications for certificates of title within thirty days after the assignment or delivery of motor vehicles.
11. Defendants failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
12. Defendants 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.
13. TDR consumer claims for this case totaling \$132,327.80 thus far were paid from the TDR Fund, administered by the Ohio Attorney General’s Office, after the Defendants failed to obtain certificates of title on or before the fortieth day after the sale of the motor vehicles.
14. Pursuant to Crim R. 11(f) negotiations in an unrelated criminal case in Butler County, the Defendants made a \$5,000.00 payment to the Butler County Clerk of Courts (“Clerk”) to pay anticipated title fees. The Clerk was unable to accept the check because the fees were not due and payable. The Clerk assigned the payment to the Plaintiff to offset the amount due the TDR Fund. After applying the \$5,000.00 payment to the TDR Fund, the total amount due the TDR Fund is \$127,327.80.

CONCLUSIONS OF LAW

15. 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, R.C. 4505.01 et seq., and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
16. Plaintiff is proceeding to enter into this Consent Judgment pursuant to its police and regulatory powers.
17. Jurisdiction over the subject matter of this action lies with this Court 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), in that the Defendants resided in, operated their business from, and engaged in the transactions complained of in Butler County.
19. Defendants were “suppliers” as that term is defined in R.C. 1345.01(C) as they engaged in the business of effecting or soliciting “consumer transactions” as that term is defined in R.C. 1345.01(A).
20. 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).
21. Defendants committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), 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).
22. 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 day after the sale of the motor vehicles as required by R.C. 4505.181(B)(1).

23. Defendants 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.
24. The acts or practices described in paragraphs 21-23 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* The Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).
25. 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 as such meet the exception to a bankruptcy discharge enumerated in 11 U.S.C. 523(a)(7).

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. Defendants, individually and doing business under the name Major Performance LLC or any other name, their officers, agents, representatives, salespersons, employees, successors, or assigns, and all persons acting in concert and participation with them, 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 Defendants, jointly and severally, shall pay the negotiated amount of Sixty-Five Thousand Dollars (\$65,000.00) as a recovery for and deposit into the TDR Fund. Payment of the foregoing amount shall be made as follows:

- An initial \$30,000.00 payment is to be paid immediately upon entry of this Consent Judgment; and
- The remaining balance of \$35,000.00 is to be paid at the rate of \$1,000.00 per month for 35 consecutive months, with the first payment to begin on or before June 1, 2022 and continue on the 1st day of each subsequent month until paid in full. If all payments are timely made pursuant to this Paragraph C, the last payment will be due on or before May 1, 2025.

If any of the foregoing payments are not timely made, the remaining TDR Fund recovery amount ordered pursuant to this Paragraph C shall become immediately due and payable.

D. Pursuant to R.C. 1345.07(D), Defendants are assessed and ORDERED, jointly and severally, to pay a civil penalty in the amount of Thirty-Five Thousand Dollars (\$35,000.00) to the Ohio Attorney General's Office. Payment of the civil penalty is suspended, so long as the TDR Fund recovery payments ordered in Paragraph C above are paid in accordance with the payment schedule set forth therein, and Defendants comply with all the remaining paragraphs of this Consent Judgment. Otherwise, the civil penalty amount shall become immediately due and payable.

E. IT IS FURTHER ORDERED that in the event any payments made pursuant to this Consent Judgment are later required to be turned over by Plaintiff to any party, including, but not

limited to, any trustee appointed in any bankruptcy proceeding later filed by any of the Defendants, the Defendants shall, jointly and severally, be responsible for immediately repaying any such amounts to Plaintiff.

- F. Unless otherwise directed by Plaintiff, the monies ordered to be paid in Paragraphs C and D 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.
- 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 acceleration of the TDR Fund recovery and civil payment amounts in Paragraphs C and D of this Consent Judgment, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- H. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collection Enforcement Section for collection. Should this occur, the Collections Enforcement Section will assess additional collection costs and interest on the unpaid balance 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 Defendants to abide by this Consent Judgment, the Defendants 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. Defendants shall not represent, directly or indirectly, that the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations.

K. Defendants shall pay all court costs associated with this action.

IT IS SO ORDERED.



JUDGE NOAH E.

POWERS II

Agreed to by:
DAVE YOST
Attorney General

/s/ Rosemary E. Rupert
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/s/ per electronic approval from counsel 5/31/2022
Lee Lyndol Majors
Major Performance LLC owner and Defendant

/s/ per electronic approval from counsel 5/31/2022
Julie Lynn Majors, Defendant

/s/ per electronic approval 5/31/2022
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