

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

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ATTORNEY GENERAL OF OHIO

JUN 14 2023

STATE OF OHIO ex rel.)	
ATTORNEY GENERAL)	
DAVE YOST)	Case No: 21 CV 006712
)	
)	Judge KAREN PHIPPS
Plaintiff,)	
v.)	
)	
Affordable Car Cure, Inc.)	
)	<u>CONSENT JUDGMENT AND AGREED</u>
Defendant.)	<u>ENTRY AND ORDER</u>

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came to be heard upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, on October 21, 2021, alleging violations of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq., its Substantive Rules, Ohio Administrative Code (“O.A.C.”) 109:4-3-01 et seq., and the Telephone Solicitation Sales Act (“TSSA”), R.C 4719.01 et seq. The parties have agreed to settle and resolve the matters contained herein and all claims alleged against them.

By signing this Consent Judgment and Agreed Entry and Order (“Consent Judgment”), Defendant Affordable Car Cure, Inc. (“Defendant”) submits to the personal jurisdiction of this court and consents to the entry of this Consent Judgment and Final Order.

STIPULATED FINDINGS OF FACT

1. Defendant is a Wyoming corporation formed in 2020. The Defendant previously maintained a place of business at 1300 Old Congress Rd., West Palm Beach, Florida 33409.

2. Defendant's business plan was to run television advertising to drive inbound telephone calls to its company and sell vehicle service contracts of third parties to consumers over the phone for a fee. Defendant was not the administrator or obligor of the contracts.
3. In selling the service contracts to consumers, Defendant engaged in telephone solicitations by receiving telephone transfers of live sales leads that originated from outbound calls to residential and/or cellular telephone numbers of Ohio residents and represented the price and availability of goods and services with the intention of inducing the consumers to make purchases.
4. Defendant acted as a "telephone solicitor," as that term is defined in R.C. 4719.01(A)(8), as it was, at all times relevant herein, engaged in telephone solicitation to persons in Ohio.
5. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as it was, at all times relevant herein, engaged in the business of effecting and soliciting "consumer transactions" for purposes that are primarily personal, family, or household within the meaning specified in R.C. 1345.01(A).
6. Defendant never obtained a certificate of registration to be a telephone solicitor from the Ohio Attorney General's Office.
7. Defendant never obtained and filed a copy of a surety bond with the Ohio Attorney General's Office, in connection with being a telephone solicitor.
8. Plaintiff sent notice of alleged violations of R.C. 4719.01 *et. seq.* to Defendant on February 25, 2021 via UPS overnight mail to its business address, directed to the attention of its owners. Defendant alleges that it did not receive the notice.

PLAINTIFF'S ALLEGATIONS OF FACT

9. Plaintiff alleges that in connection with Defendant's telephone solicitation activities, Defendant made or submitted charges to consumer purchasers' bank or credit card accounts for purchases without having first received from the purchasers the original copies of signed, written confirmations containing all of the following information printed in at least a 10 point font and in a color clearly contrasting with all background: (a) Defendant's name; the number of a certificate of registration issued under R.C. 4719.03; (b) Defendant's address and phone contact information; (c) an itemized list of all prices and fees; (d) the date of the transaction; (e) a detailed description of the goods or services sold; (f) all material terms and conditions of Defendant's policies for making refunds, cancellations, exchanges, or purchases; and (g) the statement set forth in R.C. 4719.07(F)(10).
10. Plaintiff alleges that in connection with Defendant's telephone solicitations, Defendant did not provide to consumer purchasers two copies of a written notice of cancellation containing all of the following information printed in at least a 10 point font and in a color clearly contrasting with all background: (a) Defendant's name; the number of a certificate of registration issued under R.C. 4719.03; (b) Defendant's address and phone contact information; (c) an itemized list of all prices and fees; (d) the date of the transaction; (e) a detailed description of the goods or services sold; and (f) the statement set forth in R.C. 4719.07(H)(4)(g).

CONCLUSIONS OF LAW

1. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 4719.12 of the TSSA and R.C. 1345.04 of the CSPA.
2. The Ohio Attorney General is the proper party to bring this action.
3. The CSPA, its Substantive Rules, and the TSSA govern Defendant's business practices.
4. Venue is proper pursuant to Ohio Civil Rule 3(C)(3).
5. Defendant was a "supplier" as that term is defined in the CSPA, R.C. 1345.01(C), as Defendant was, at all times relevant herein, engaged in the business of effecting consumer transactions by soliciting and selling goods and services of third parties, including motor vehicle service contracts, for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).
6. Defendant was a "telephone solicitor" as that term is defined in the TSSA, R.C. 4719.01(A)(8), as Defendant was, at all relevant times, engaged in telephone solicitations to persons in Ohio.
7. Defendant engaged in "telephone solicitation sales" as that term is defined in the TSSA, R.C. 4719.01, as Defendant engaged in the solicitation of goods and services of third parties, including automobile services, to Ohio consumers.
8. Defendant initiated "telephone solicitations" to "purchasers," as they were, at all times relevant herein, engaged in "communications" initiated on behalf of "telephone solicitors" or "salespersons" to induce persons to purchase "goods or services," as those terms are defined in TSSA, R.C. 4719.01(A).

9. A supplier violates the TSSA, R.C. 4719.02(A), and the CSPA, R.C. 1345.02(A) by acting as a telephone solicitor without first obtaining a certificate of registration from the Ohio Attorney General.
10. A supplier violates the TSSA, R.C. 4719.04(A), by acting as a telephone solicitor without first obtaining and filing with the Ohio Attorney General's Office a copy of a surety bond that complies with R.C. 4719.04(A)(1) through (4).
11. A supplier violates the TSSA, R.C. 4719.07(C), and the CSPA, R.C. 1345.02(A), by submitting a charge to a consumer purchaser's bank or credit card account without first obtaining from the consumer original copies of signed, written confirmations complying with R.C. 4719.07(F) and (G), or meeting the requirements under R.C. 4719.07(H) for being exempt from doing so.

ORDER

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint and as described above in the Findings of Fact and Conclusions of Law violate the TSSA and the CSPA, in the manner set forth in the Complaint.
- B. For the purpose of effecting this Consent Judgment, it is therefore ORDERED, ADJUDGED, and DECREED that Defendant, under its own name or any other names, together with its owners, officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with it directly or indirectly through any corporate device, partnership or association, is hereby PERMANENTLY ENJOINED from committing 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., and the TSSA, R.C. 4719.01 et seq.

- C. Defendant, under its own name or any other names, together with its owners, officers, partners, agents, representatives, salespersons, employees, successors or assigns, and all persons acting in concert and participation with it directly or indirectly through any corporate device, partnership or association, is hereby PERMANENTLY ENJOINED from acting as a “telephone solicitor,” as that term is defined in the TSSA, R.C. 4719.01(A)(8), and from engaging in “telephone solicitations,” as that term is defined in the TSSA, R.C. 4719.01(A), within the State of Ohio and with Ohio consumers.
- D. The Court hereby ASSESSES, FINES and IMPOSES upon Defendant a civil penalty, in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00) for the alleged violations of the TSSA pursuant to R.C. 4719.12(B) and R.C. 1345.07(D). Payment of Nine Thousand Five Hundred Dollars (\$9,500.00) shall be made to the Attorney General’s Office, in accordance with Paragraph G.
- E. The Court hereby ASSESSES, FINES and IMPOSES upon Defendant a civil penalty, in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00) for the alleged violations of the CSPA described herein pursuant to R.C. 1345.07(D). Payment of Nine Thousand Five Hundred Dollars (\$9,500.00) shall be made to the Attorney General’s Office, in accordance with Paragraph G.
- F. The Court hereby ORDERS Defendant to pay One Thousand (\$1,000.00) to Plaintiff for Investigative costs and attorney fees associated with the prosecution of this action. Payment

of One Thousand Dollars (\$1,000.00) shall be made to the Attorney General's Office, in accordance with Paragraph G.

- G. Payment of the amounts required pursuant to the above Paragraphs, in the total amount of Twenty Thousand Dollars (\$20,000.00) shall be made via certified check or money order, made payable to the "Ohio Attorney General's Office," and delivered to:

**Consumer Protection Section
Attn: Finance Specialist
Office of the Ohio Attorney General
30 E. Broad St., 14th Floor
Columbus, Ohio 43215**

Defendant shall pay Ten Thousand Dollars (\$10,000.00) on or prior to execution of this Consent Judgment. Defendant shall make a second payment of Ten Thousand Dollars (\$10,000.00) within 30 days of execution of this Consent Judgment.

- H. It is ORDERED that if Defendant fails to make any payment due hereunder in accordance with the payment schedule herein, all remaining payments shall immediately become due and payable hereunder.
- I. Defendant shall not represent, directly or indirectly, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of its business operations.
- J. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel the Defendant to abide by this Consent Judgment, Defendant 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.

- K. The Court hereby ORDERS Defendant to resolve in good faith any future complaints related to this case against Defendant filed with the Ohio Attorney General's Office after entering into this Consent Judgment and that are forwarded to Defendant, including, but not limited to, rescission of the contract or restitution to consumers. Complaint resolution shall occur within thirty (30) days of the date the Ohio Attorney General forwards any such complaints to the Defendant.
- L. The Court further ORDERS that Defendant shall cooperate with the Ohio Attorney General's Office in any investigations that Plaintiff initiates into Defendant.
- M. The Court hereby ORDERS Defendant to pay all court costs associated with this matter.

IT IS SO ORDERED.

DATE

JUDGE KAREN PHIPPS

AGREED TO AND SUBMITTED BY:

DAVE YOST
OHIO ATTORNEY GENERAL

/s/ Christopher Ramdeen
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/s/ Gus Renny
Gus Renny, Director
Affordable Car Cure, Inc.
Defendant

Franklin County Court of Common Pleas

Date: 06-09-2023
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL -VS-
AFFORDABLE CAR CURE INC
Case Number: 21CV006712
Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink, appearing to read "K. Held Phipps", is written over a faint, circular official seal of the Franklin County Court of Common Pleas. The seal contains the text "FRANKLIN COUNTY OHIO" and "COURT OF COMMON PLEAS".

/s/ Judge Karen Held Phipps