

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

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

Plaintiff,

v.

OHIO MEGA GROUP LLC et al.,

Defendants.

CASE NO. 23 CV 6463

JUDGE PHIPPS MAGISTRATE HUNT

RECEIVED
ATTORNEY GENERAL OF OHIO

APR 22 2025

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

FINAL JUDGMENT ENTRY AND ORDER AGAINST DEFENDANT DOMINIC WILEY AND NOTICE OF FINAL APPEALABLE ORDER

On September 12, 2023, Plaintiff initiated this action with the filing of its Complaint against Defendants Ohio Mega Group LLC and owner Dominic Wiley. The Complaint asserted various violations of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*, the Motor Vehicle Dealers, Auction Owners and Salespersons Act, R.C. 4517.01 *et seq.*, and the Odometer Rollback and Disclosure Act, R.C. 4549.41 *et seq.*

Defendant Dominic Wiley (“Wiley”) was properly served in this matter, but did not file an answer or otherwise respond to Plaintiff’s Complaint within the time permitted. On February 12, 2024, Plaintiff filed a motion for default judgment against Defendant Wiley. On February 13, 2024, the Court entered a Default Judgment Entry and Order against Defendant Wiley (the “Default Judgment Order”). The Default Judgment Order included findings of fact and conclusions of law and granted the various relief requested in Plaintiff’s Complaint against Defendant Wiley, including certain declaratory and injunctive relief, costs, consumer damages, and civil penalties. By separate entry, the matter of determining the specific amount due the Title Defect Recision

(“TDR”) Fund, consumer damages and civil penalties to be ordered against Defendant Wiley, was referred to Magistrate Hunt for an evidentiary hearing. After diligent efforts Plaintiff was unable to obtain service over defunct Defendant Ohio Mega Group LLC and on October 17, 2024, Plaintiff filed a Notice of Dismissal against Defendant Ohio Mega Group LLC.

Plaintiff filed a Memorandum in Support of Damages and Other Requested Relief (“Damages Memo”) on February 24, 2025, in which Plaintiff submitted evidence, including two consumer affidavits, one Consumer Protection Investigator’s affidavit, and the affidavit of the TDR Fund Administrator, supporting the amount due the TDR Fund, consumer damages and civil penalties that Plaintiff was requesting. In their affidavits, the consumers, the TDR Fund Administrator and the Consumer Protection Investigator attested to the damages the consumers suffered.

The Damages Hearing was held by Magistrate Hunt on February 24, 2025. The Plaintiff appeared through Counsel and Defendant Wiley failed to appear. Plaintiff offered the testimony and evidence already attached to their Damages Memo filed on February 24, 2025. Magistrate Hunt admitted Exhibits 1-4 from the Damages Memo as evidence at the hearing and were filed as part of the record on March 3, 2025. On March 19, 2025, Magistrate Hunt issued her Magistrate’s Decision. No objections were filed to the Magistrate’s Decision and the time for doing so has passed. The Court now adopts the Magistrate’s Decision pursuant to Civ. R. 53(D)(4)(c). Based on the foregoing, the Court finds that Plaintiff is entitled to the entry of a final judgment in the action. The Court now restates the Findings of Fact and Conclusions of Law from the February 13, 2024 Default Judgment Entry and Order and the March 19, 2025 Magistrate’s Decision:

FINDINGS OF FACT

1. Defendant Ohio Mega Group LLC (“OMG”) is an Ohio limited liability company

operating at 4333 E. Main St., Columbus, Ohio 43213.

2. Defendant Dominic Wiley ("Wiley") is an individual last residing at 3307 Farmington Dr., Columbus, Ohio 43224.
3. Defendant OMG, at all relevant times, was a licensed used motor vehicle dealer operating under a permit issued by the Ohio Bureau of Motor Vehicles, permit number UD023310.
4. Defendant Wiley is the principal owner of OMG and dominated, controlled and directed the business activities and sales conduct of OMG, exercised the authority to establish, implement or alter the policies of OMG, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
5. Defendant Wiley engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles to consumers residing in Franklin and other Ohio counties.
6. Defendant Wiley solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
7. In some instances, Defendant Wiley did not have physical possession of the titles and/or the vehicles were not titled to Defendant OMG on the dates the vehicles were sold to consumers.
8. Defendant Wiley failed to file applications for certificates of title within thirty days after the assignment or delivery of motor vehicles.
9. Defendant Wiley failed to obtain certificates of title on or before the fortieth day after the sale of motor vehicles.
10. As a result of Defendant Wiley's conduct in paragraphs 7-9, consumers were unable to obtain certificates of title to their used motor vehicles and filed complaints with the Ohio

Attorney General.

11. Because of Defendant Wiley's actions in paragraphs 7-9, payouts were made from the TDR Fund for Defendant Wiley's failure to transfer title.
12. After a claim was paid by the TDR Fund, Defendant Wiley was required, under Ohio law, to obtain a surety bond on behalf of OMG in an amount not less than \$25,000.00.
13. Defendant Wiley has failed to obtain a surety bond on behalf of OMG in an amount not less than \$25,000.00 and has continued to operate.
14. The mileage or odometer reading on the odometer of a motor vehicle is a very important factor in determining the price of a used motor vehicle, as the mileage history of a motor vehicle is connected to its value.
15. An accurate indication of the mileage on the odometer assists a buyer in deciding on the safety and reliability of the motor vehicle.
16. Defendant Wiley was required, at the time of the sale, to prepare and sign an odometer disclosure statement, which the buyer was also required to sign, disclosing the motor vehicle's current odometer reading.
17. Defendant Wiley misrepresented the actual mileage of the odometers in the written odometer disclosure statements provided to some consumers.
18. By misrepresenting the actual mileage, Defendant Wiley was also misrepresenting the condition and reliability of the vehicles.
19. The incomplete bill of sale Defendant Wiley provided to some consumers did not disclose in writing the odometer discrepancies to some consumers, even though the odometer discrepancies could clearly have been notated on the bill of sale and included on the written odometer disclosure statements Defendant Wiley was required to provide to consumers.

20. The odometer discrepancies were the result of Defendant Wiley rolling back the odometers before selling the vehicles to consumers.
21. Some consumers complained that Defendant Wiley did not provide them with written odometer disclosure statements, and/or that they did not sign the odometer disclosure statements and/or their signatures were forged and that they found out of the odometer discrepancy long after they purchased the vehicles.
22. A rebuilt title reflects that a vehicle has been rehabilitated after being issued a salvage title, which would have resulted from collision damage, fire, flood, or even a manufacturer buyback following a lemon-law claim.
23. There is no guarantee a car bearing a rebuilt title brand is safe or reliable.
24. Defendant Wiley was required to notify potential consumers prior to the execution of the purchase agreement that the motor vehicle is a rebuilt salvage vehicle with a title branded rebuilt salvage.
25. Defendant Wiley did not disclose the fact that he was selling rebuilt salvage vehicles to the consumers prior to the execution of the purchase agreements.
26. Consumers were not advised by Defendant Wiley, nor were they aware that they were purchasing rebuilt salvage vehicles.
27. The incomplete bills of sale Defendant Wiley provided consumers did not disclose that the consumers were purchasing rebuilt salvage vehicles, even though rebuilt salvage could clearly have been notated on the bills of sale.
28. Licensed used car dealers, like the Defendants, are prohibited from selling, displaying, offering for sale, or dealing in motor vehicles at any place except an established place of business that is used exclusively for the purpose of selling, displaying, offering for sale, or

dealing in motor vehicles.

29. In at least one circumstance, Defendant Wiley advertised a used motor vehicle for sale via Facebook Marketplace and sold that vehicle from Defendant Wiley's personal residence with a bill of sale for OMG.
30. Defendant Wiley displayed, offered for sale and sold a used motor vehicle to a consumer from a location that was not the Defendant's established place of business.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over the subject matter, issues, Defendant Wiley, and venue is proper.
2. The business practices of Defendant Wiley, as described here and in Plaintiff's Complaint, are governed by the CSPA, R.C. 1345.01 et seq.
3. 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 CSPA, R.C. 1345.07, and by virtue of his authority to protect the interests of the citizens of the State of Ohio.
4. Defendant Wiley is 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" 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 of R.C. 1345.01(A).
5. Defendant Wiley committed unfair and deceptive acts or 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).

6. Defendant Wiley 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 of sale of the motor vehicles as required by R.C. 4505.181(B)(1).
7. Defendants engaged in unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02(A), by continuing to operate without obtaining a surety bond, in violation of R.C. 4505.181(A)(2).
8. Defendant Wiley committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02 and O.A.C. 109:4-3-16(B)(29), by failing to disclose, prior to obtaining the signatures of consumers on any documents for the purchase of motor vehicles, the fact that such motor vehicles were previously titled as rebuilt salvage vehicles when Defendant Wiley had actual knowledge of such facts.
9. Defendant Wiley committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02 and O.A.C. 109:4-3-10(A), by making representations, claims, or assertions of fact, orally or in writing, which would cause a reasonable consumer to believe such statements regarding the mileage listed on their purchase agreements and odometer disclosure statements were accurate when Defendant Wiley knew they were not.
10. Defendant Wiley committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02, and 4517.03(B)(1)(a), by displaying, offering for sale and selling a used motor vehicle to a consumer from a location that was not the Defendants' established place of business.
11. Defendant Wiley committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02 and the Odometer Rollback and Disclosure Act, R.C. 4549.45(A), by

failing to provide true and complete odometer disclosures as required by R.C. 4505.06.

12. Defendant Wiley committed unfair and deceptive acts and practices in violation of the CSPA, R.C. 1345.02 and R.C. 4549.42(A), by adjusting, altering, changing, tampering with, or setting back, an odometer of a motor vehicle, or caused any of the foregoing to occur to an odometer of a motor vehicle with the intent to alter the number of miles registered on the odometer.
13. The acts or practices described in Conclusions of Law 5-9 and 11-12 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. or are acts and practices declared to be unfair or deceptive by a rule adopted pursuant to R.C. 1345.05(B)(2). Defendant Wiley committed said violations after the adoption of such rule or after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

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 and practices set forth above violate the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., the Motor Vehicle Dealers, Auction Owners and Salespersons Act, R.C. 4517.01 et seq., and the Odometer Rollback and Disclosure Act, R.C. 4549.41 et seq., in the manner set forth in the Complaint.
2. Defendant Wiley is PERMANENTLY ENJOINED from engaging in any consumer transactions in the State of Ohio as an auto dealer.
3. Defendant Wiley, under his name or any other name, his agents, representatives, salespeople, employees, successors and assigns, and all persons acting on behalf of him directly or indirectly, through any corporate or private device, partnership or association,

is PERMANENTLY ENJOINED from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq., and its Substantive Rules, O.A.C. 109:4-3-01 et seq., the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., the Motor Vehicle Dealers, Auction Owners and Salespersons Act, R.C. 4517.01 et seq., and the Odometer Rollback and Disclosure Act, R.C. 4549.41 et seq.

4. Pursuant to R.C. 1345.07(B), Defendant Wiley is ORDERED to pay consumer damages in the total amount of \$46,054.26 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Section's holding account for distribution to the 21 consumer victims of odometer fraud identified in the Affidavit of Consumer Protection Investigator Gabriel Kriz of Plaintiff's Damages Memorandum, Ex. 2A, admitted as evidence at the damages hearing, and attached to this entry for reference.
5. Pursuant to R.C. 1345.07(B), Defendant Wiley is ORDERED to pay consumer damages in the total amount of \$34,339.34 to the Consumer Protection Section of the Ohio Attorney General's Office to be deposited into the Consumer Protection Section's holding account for distribution to the 3 consumer victims who unknowingly purchased salvage vehicles from Defendant, as identified in the Affidavit of Consumer Protection Investigator Gabriel Kriz of Plaintiff's Damages Memorandum, Ex. 2A, admitted as evidence at the damages hearing and attached to this entry for reference.
6. Pursuant to R.C. 1345.52 and R.C. 1345.07, Defendant Wiley is ORDERED to pay the Consumer Protection Section of the Ohio Attorney General's Office \$3,371.05 as payment to the TDR Fund, established pursuant to R.C. 1345.52, for the amount spent to resolve two consumer title complaints.

7. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Wiley is ORDERED, pursuant to R.C. 1345.07(D), to pay a civil penalty in the amount of \$150,000.00 to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to then be distributed by the Ohio Attorney General's Office Consumer Protection Section to the Franklin County Treasurer, per R.C. 1345.07(G).
8. Based on the above findings that Defendants committed unfair and deceptive acts and practices in violation of the CSPA, Defendant Wiley is ORDERED, pursuant to R.C. 4549.48(B), to pay a civil penalty in the amount of \$42,000.00 to be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount to then be distributed by the Ohio Attorney General's Office Consumer Protection Section to the Franklin County Treasurer, per R.C. 1345.07(G). The total amount of this judgment ordered to be paid by Defendant Wiley to the Ohio Attorney General's Office Consumer Protection Section is \$275,764.65. Payment is due within 7 days of the Final Judgment and shall be made by a certified check or money order payable to the "Ohio Attorney General's Office" to:

Ohio Attorney General's Office
ATTN: Consumer Protection Financial Specialist
30 E. Broad St., 14th Fl.
Columbus, Ohio 43215.

9. Defendant Wiley is prohibited from engaging in consumer transactions as a supplier in the State of Ohio until he has satisfied all restitution, civil penalties, court costs, and has made payment to the TDR Fund.
10. Defendant Wiley is prohibited from maintaining, renewing, or applying for an auto dealer license under Chapter 4517 of the Revised Code.

11. This Court shall retain jurisdiction for the purpose of enforcement, or for inclusion of a consumer restitution Order, in the event additional consumer complaints are filed with the Plaintiff.
12. Defendant Wiley is ORDERED to pay Plaintiff's costs in bringing this action, including, but not limited to, post judgment interest on the total award from the date of the filing of the Final Judgment at the legal rate in accordance with Civ. R. 54(D) and the costs of collecting on any judgment awarded.
13. Defendant Wiley is ORDERED to pay all court costs of this action.
14. Pursuant to Civil Rule 58(B), the Clerk of Courts is directed to serve upon all parties notice and the date of this judgment. This is a final appealable order; there is no just reason for delay.

IT IS SO ORDERED.

JUDGE KAREN PHIPPS

Prepared by:

/s/ Rosemary E. Rupert
Rosemary E. Rupert (0042389)
Principal Assistant Attorney General
Plaintiff's Counsel

Franklin County Court of Common Pleas

Date: 04-21-2025
Case Title: STATE OF OHIO EX REL ATTORNEY GENERAL DA -VS- OHIO
MEGA GROUP LLC ET AL
Case Number: 23CV006463
Type: CONSENT ORDER

It Is So Ordered.

The image shows a handwritten signature in black ink, which appears to read "K. Held Phipps", written over a circular official seal. The seal contains the text "COMMON PLEAS COURT" and "ALL THINGS ARE".

/s/ Judge Karen Held Phipps