

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

STATE OF OHIO, ex rel.)	CASE NO. 23 CV 000952
DAVE YOST)	
ATTORNEY GENERAL OF OHIO)	JUDGE MICHAEL HOLBROOK
)	
Plaintiff,)	<u>CONSENT JUDGMENT AND</u>
)	<u>AGREED ENTRY AND ORDER</u>
v.)	<u>WITH DEFENDANT</u>
)	
KORITE MICHAEL KALANGO)	RECEIVED
dba KALANGO LINKS)	ATTORNEY GENERAL OF OHIO
)	
Defendant.)	OCT 08 2025

PREAMBLE

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

This matter came upon the filing of a Complaint by Plaintiff, the Attorney General of Ohio, charging Defendant Korite Michael Kalango (“Kalango”) dba Kalango Links with violations of the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 *et seq.*, and the Odometer Rollback and Disclosure Act, R.C. 4549.41 *et seq.* Plaintiff and Defendant have agreed to settle and resolve the matters contained herein and all claims alleged against Defendant. The Defendant submits to the personal jurisdiction of this Court and consents to the entry of this Consent Judgment and Agreed Entry and Order (“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 Kalango is an individual residing at 3093 Atwood Terrace, Columbus, Ohio 43224.
2. Defendant does business under the trade name “Kalango Links.” The trade name is registered with the Ohio Secretary of State.

3. Defendant conducts business in Franklin County and other counties in the State of Ohio with his principal place of business located at 4996 Cleveland Ave., Columbus, Ohio 43231. He has previously operated Kalango Links at 3431 Westerville Rd., Columbus Ohio 43224 and 970 E. Hudson St., Columbus, Ohio 43211.
4. Kalango Links, 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 UD022956.
5. Defendant is the principal owner of Kalango Links and dominated, controlled and directed the business activities and sales conduct of Kalango Links, exercised the authority to establish, implement or alter the policies of Kalango Links, and committed, allowed, directed, ratified or otherwise caused the following unlawful acts to occur.
6. Defendant was at all times relevant to this action engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sale of used motor vehicles to consumers residing in Franklin and other Ohio counties.
7. Defendant, operating under the fictitious trade name Kalango Links, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
8. The mileage or odometer reading on 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.
9. An accurate indication of the mileage on the odometer assists a buyer in deciding on the safety and reliability of the motor vehicle.
10. Defendant was required, at the time of the sale, to prepare and sign a statement, which the buyer was also required to sign, disclosing the motor vehicle's current odometer reading.

11. Defendant misrepresented or did not disclose the actual mileage of the odometers in the written odometer disclosure statements provided to some consumers.
12. The odometer discrepancies were the result of Defendant rolling back the odometers before selling the vehicles to consumers.
13. By failing to disclose the actual mileage, there was a misrepresentation as to the value, condition, and reliability of the vehicles.
14. Some consumers complained that Defendant 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.
15. Consumers would likely not have purchased the vehicle had Defendant disclosed the true and actual mileage as required by law prior to the purchase of the vehicle.
16. 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.
17. There is no guarantee that a car bearing a rebuilt title brand is safe or reliable.
18. Defendant was required to notify potential consumers in writing prior to the execution of the purchase agreement that the motor vehicle is a rebuilt salvage vehicle with a title branded rebuilt salvage.
19. Defendant did not disclose to some consumers in writing prior to the execution of the purchase agreements the fact that they were selling rebuilt salvage vehicles.
20. Some consumers were not advised by Defendant, nor were they aware, that they were purchasing rebuilt salvage vehicles.

21. Consumers likely would not have purchased the vehicle had Defendant disclosed that the motor vehicle was a rebuilt salvage motor vehicle and that the odometer mileage was not the actual mileage.
22. In addition to the failure to disclose, Defendant's standard business practices are not in compliance with Ohio law.
23. Defendant required several consumers to make deposits to hold the vehicles they were interested in purchasing but did not provide the consumers with required dated written receipts stating clearly and conspicuously the time during which the option to purchase was binding and whether the deposits were refundable and under what conditions and then refused to return the deposits after the consumers chose not to purchase the vehicles.
24. On information and belief, the consumer examples in this Complaint are just a few of the many consumers damaged by Defendant's actions.

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 Odometer Rollback and Disclosure Act, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of Ohio.
2. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
3. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(2) and (3), in that Defendant operated his business from and engaged in some of the transactions complained of in Franklin County.
4. Defendant is a "supplier" as that term is defined in R.C. 1345.01(C) as he, at all times

relevant herein, 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 specified in R.C. 1345.01(A).

5. Defendant committed unfair and deceptive acts and practices in violation of R.C.1345.02 and Ohio Adm.Code 109:4-3-16(B)(29), by failing to disclose prior to obtaining the signatures by the consumers on any documents for the purchase of the vehicles the fact that such vehicles were previously titled as a rebuilt salvage vehicle when Defendant had actual knowledge of such facts.
6. Defendant committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and Ohio Adm.Code 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 knew they were not.
7. Defendant committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and Ohio Adm.Code 109:4-3-07(B)(4), when at the time of the initial deposit received from the consumer, Defendant failed to provide the consumer with a dated written receipt stating clearly and conspicuously the time during which the option to purchase was binding.
8. Defendant committed unfair and deceptive acts and practices in violation of R.C. 1345.02 and Ohio Adm.Code 109:4-3-07(B)(5), when at the time of the initial deposit received from the consumer, Defendant failed to inform the consumer whether the deposit was refundable and under what conditions.
9. Defendant committed unfair and deceptive acts and practices in violation of 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 required by R.C. 4505.06.

10. Defendant committed unfair and deceptive acts and practices in violation of 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.
11. The acts or practices described in Conclusions of Law 5 through 10 have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 *et seq.* Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

ORDER

- A. The Court hereby DECLARES that the acts and practices described above violate the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Odometer Rollback and Disclosure Act, R.C. 4549.41 *et seq.* in the manner set forth herein.
- B. Defendant, individually and doing business under the name Kalango Links or other name, his 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, Ohio Adm.Code 109:4-3-01 *et seq.*, and the Odometer Rollback and Disclosure Act, R.C. 4549.41 *et seq.*
- C. It is ORDERED that Defendant, individually and doing business under the name Kalango

County Treasurer, per R.C. 4549.48(B).

H. Pursuant to R.C. 1345.07(B), Defendant is ORDERED to pay consumer damages in the amount of \$138,712.00 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 by the Attorney General to the consumers identified on the attached Exhibit A, in the amounts specified on Exhibit A.

I. The total amount due pursuant to Paragraphs F through H is \$218,712.00. This amount shall be paid pursuant to the following payment plan:

- an initial payment of \$2,500.00, due on or before October 31, 2025;
- a payment of \$3,000.00, due on or before March 1, 2026;
- 12 monthly payments of \$500.00, starting on April 1, 2026;
- 12 monthly payments of \$1,000.00, starting on April 1, 2027;
- 70 monthly payments of \$1,500.00, starting on April 1, 2028 and continuing through and ending on February 1, 2034;
- a final payment of \$90,212.00, due on or before March 1, 2034.

J. Payment of the amounts required in Paragraph I shall be made via certified check or money order, made payable to the "Ohio Attorney General's Office," for deposit into the Consumer Protection Enforcement Fund or holding account as noted herein, and delivered to:

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

K. It is further ORDERED that if Defendant is not in full compliance with the Consent

Links or any other name, will cease operations and surrender his Used Motor Vehicle Dealer License (UD 022956) to the Ohio Bureau of Motor Vehicles by no later than July 1, 2026.

- D. It is further ORDERED that Defendant shall formally dissolve the company Kalango Links, “LLC” *[sic]*, the limited liability company organized by Defendant during the pendency of this action, by filing a Certificate of Dissolution of Limited Liability Company with the Ohio Secretary of State by July 1, 2026.
- E. It is further ORDERED that Defendant, individually or under the name Kalango Links or any other name, shall be prohibited from applying for or obtaining an auto dealer license under Chapter 4517 of the Revised Code if he is not in compliance with all provisions of this Consent Judgment.
- F. Pursuant to R.C. 1345.07(D), Defendant is assessed and ORDERED to pay a civil penalty in the amount of \$100,000.00, with \$60,000.00 suspended on the condition that Defendant remain in compliance with all provisions of this Consent Judgment. Payment of the unsuspended \$40,000.00 shall be made to the Ohio Attorney General’s Office and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Franklin County Treasurer, per R.C. 1345.07(G).
- G. Pursuant to the Odometer Rollback and Disclosure Act, R.C. 4549.48(B), Defendant is assessed and ORDERED to pay a civil penalty in the amount of \$100,000.00, with \$60,000.00 suspended on the condition that Defendant remain in compliance with all provisions of this Consent Judgment. Payment of the unsuspended \$40,000.00 shall be made to the Ohio Attorney General’s Office and shall be deposited into the Consumer Protection Enforcement Fund, with one-fourth of the amount collected to go to the Franklin

Judgment or fails to make any payment due in accordance with the payment schedule set forth in Paragraph I, all remaining payments, including the balance of the full civil penalty amount of \$200,000.00, shall immediately become due and payable.

- L. 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 provision in Paragraph K, shall not be construed as a waiver of any of the obligations created by this Consent Judgment.
- M. Failure to pay any amounts under this Consent Judgment when due may result in any balance being referred to the Ohio Attorney General's Collections 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.
- N. Defendant shall be ENJOINED from engaging in consumer transactions in the State of Ohio unless in compliance with all provisions of this Consent Judgment.
- O. Defendant agrees to negotiate in good faith any complaints that may arise after execution of this Consent Judgment, in the course of winding down his business.
- P. It is further ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to compel 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.
- Q. Defendant shall not represent, directly or indirectly, that the Ohio Attorney General has

sanctioned, condoned, or approved any part or aspect of the Kalango Links business operations.

R. Defendant shall pay all court costs associated with this action.

IT IS SO ORDERED.

DATE

JUDGE MICHAEL HOLBROOK

Agreed to by:

DAVE YOST
Attorney General

/s/ Emily G. Dietz
Emily G. Dietz (0104729)
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and

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Counsel for Defendant

/s/ Korite Michael Kalango (per wet signature authorization)
Korite Michael Kalango, individually
Defendant

Franklin County Court of Common Pleas

Date: 10-07-2025

Case Title: STATE OF OHIO EX REL ATTY GENERAL DAVE Y -VS-
KORITE M KALANGO

Case Number: 23CV000952

Type: CONSENT JUDGMENT

It Is So Ordered.

A handwritten signature in black ink, appearing to read "Michael J. Holbrook", is written over a circular official seal. The seal contains the text "FRANKLIN COUNTY OHIO", "COURT OF COMMON PLEAS", and "JUDGE MICHAEL J. HOLBROOK".

/s/ Judge Michael J. Holbrook