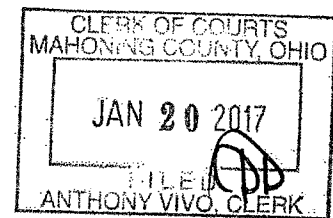


IN THE COURT OF COMMON PLEAS  
MAHONING COUNTY, OHIO



STATE OF OHIO, EX REL  
MICHAEL DEWINE  
OHIO ATTORNEY GENERAL

PLAINTIFF

VS.

REINTHALER'S AUTO VILLAGE, INC.,  
ET AL

DEFENDANTS

) CASE NO. 16 CV 2333  
) COURTROOM NO. 4  
) JUDGE JOHN M. DURKIN  
)

) MAGISTRATE  
) DOMINIC J. DELAURENTIS, JR.  
)

) MAGISTRATE'S DECISION  
)

**RECEIVED**  
ATTORNEY GENERAL OF OHIO

APR 14 2017

CONSUMER PROTECTION SECTION  
PUBLIC INSPECTION FILE

Default Judgment was granted against Defendants Reinthaler's Auto Village, Inc. and Joseph Reinthaler in favor of Plaintiff by this Court on December 1, 2016. This matter came before the Magistrate on January 6, 2017 for assessment of damages and civil penalties against Defendants Reinthaler's Auto Village, Inc. and Joseph Reinthaler. Plaintiff appeared and was represented by Assistant Attorney General Thomas D. McGuire. Defendants failed to appear.

The Plaintiff presented evidence through affidavit testimony of Kimberly Picklesimer, a Consumer Protection Investigator with the Ohio Attorney General's Office, and Thomas D. McGuire, Assistant Ohio Attorney General. The affidavits were marked as Plaintiff's Exhibits 1 and 2 respectively and were both admitted into evidence without objection. There was no rebuttal evidence.

Based upon the evidence presented at the hearing, the Magistrate makes the



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*Done*

following Findings of Fact and Conclusions of Law:

**FINDINGS OF FACT**

1. Defendant Y-Town Auto Sales LLC is an Ohio corporation that did business at 560 West Main Street, Canfield, Ohio 44406-9734.
2. Defendant Joseph Reinthaler owned and operated Reinthaler's Auto Village, Inc., held the dealer license, and directed and controlled all business activities of the limited liability defendant, including the solicitation for sale and sale of used motor vehicles.
3. Defendants were engaged in the business of soliciting, promoting, leasing, purchasing, and/or selling motor vehicles in Mahoning County.
4. Defendant Reinthaler's Auto Village, Inc., at all relevant times hereto, was licensed by the Ohio Bureau of Motor Vehicles under dealer license number UD015458 held by Defendant Reinthaler.
5. Defendant Reinthaler's Auto Village, Inc., at all relevant times hereto, was a member of the Title Defect Recision Fund in accordance with R.C. 4505.181(A)(1)(b).
6. Defendants, in the ordinary course of business, have sold or transferred used motor vehicles to consumers without delivering to the purchasers or transferees, certificates of title assigned to such purchasers or transferees.
7. Defendants entered into numerous consumer transactions for the sale, lease or transfer of automobiles, and failed to transfer titles as required by Ohio law.

This failure resulted in the filing of claims for reimbursement pursuant to the Title Defect Recision ("TDR") Act.

8. Consumers received reimbursement from the TDR fund due to Defendants' failure to provide titles to used motor vehicles they had sold to those consumers.

### **CONCLUSIONS OF LAW**

9. The Court has jurisdiction over the subject matter, issues and parties to this action and venue is proper.
10. The business practices of the Defendants as described herein and in Plaintiff's Complaint are governed by the Consumer Sales Practices Act, R.C. 1345.01 et seq.
11. The Ohio Attorney General, acting on behalf of the citizens of Ohio, and in the best interest of the State, is the proper party to commence this action under the authority of the Consumer Sales Practices Act, R.C. 1345.07, and by virtue of his authority to protect the interest of the citizens of the State of Ohio.
12. Defendant is a "supplier," as that term is defined in R.C. 1345.01(C), as Defendant is engaged in the business of effecting "consumer transactions" by offering a racing event for a fee, within the meaning of R.C. 1345.01(A).
13. Defendants have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.02, by displaying for sale or selling used motor vehicles without having first obtained certificates of title for the vehicles in the name of the dealer or without possessing a bill of sale for each motor vehicle proposed to be displayed, offered for sale, or sold, and

a properly assigned power of attorney or other related documents from the prior owner giving the dealer or person acting on behalf of the dealer authority to have a certificate of title to the motor vehicle issued in the name of the dealer for each motor vehicle displayed or sold in violation of R.C. 4505.181(A)(2).

14. Defendants have committed unfair and deceptive acts or practices in violation of the Consumer Sales Practices Act R.C. 1345.02, by failing, on or before the fortieth day following the date of the sale, to obtain title to the vehicle in the name of the retail purchaser in violation of R.C. 4505.181(B)(1).

**WHEREFORE**, this Court ORDERS that:

1. Each act or practice of which Plaintiff complains violates the Consumer Sales Practices Act in the manner set forth in the Complaint.
2. Defendants, and their agents, representatives, salesmen, employees, successors and assigns and all persons acting in concert or participation with Defendants, directly or indirectly, are PERMANENTLY ENJOINED from engaging in the acts or practices in violation of the Consumer Sales Practices Act, R.C. 1345.01 et seq.
3. Defendants are PERMANENTLY ENJOINED from engaging in business in the State of Ohio as suppliers until all judgment ordered remuneration is paid, including any outstanding unsatisfied judgment arising out of a prior consumer transaction; and is further enjoined from engaging in the acts and practices of which Plaintiff complains.
4. Defendants are ORDERED to maintain in their possession and control for a

period of five (5) years all business records relating to Defendants' solicitation or effectuation of business in Ohio and to permit the Ohio Attorney General or his representative, upon reasonable, twenty-four (24) hour notice, to inspect and/or copy any and all of said records, however stored, and further are ORDERED that copies of such records be provided at Defendants' expense to the Ohio Attorney General upon request of the Ohio Attorney General or his representatives.

5. Defendants are liable to the State of Ohio for reimbursement of the TDR Fund in the amount of One Hundred and Sixty Seven Thousand, Five Hundred and Seventy Seven Dollars and Eleven Cents (\$167,577.11), per the affidavit of TDR Administrator provided at the damages hearing. Payment shall be made by delivering a certified check or money order within 7 days of the date of this entry, made payable to the "Ohio Attorney General," to:

Legal and Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215

6. Defendants are assessed civil penalties in the amount of One Hundred and Fifty Thousand Dollars, (\$150,000.00), based upon Defendants acts and practices causing losses to 33 consumers and the State of Ohio's TDR Fund. Payment shall be made by delivering a certified check or money order within 7 days of the date of this entry, made payable to the "Ohio Attorney General," to:

Legal and Finance Assistant  
Consumer Protection Section  
30 E. Broad Street, 14<sup>th</sup> Floor

Columbus, Ohio 43215

7. Defendants are liable for all court costs associated with bringing this action.

DATE: 1/19/17

  
MAGISTRATE  
DOMINIC J. DELAURENTIS, JR.

**NOTICE TO ATTORNEYS AND PARTIES**

The parties shall have fourteen (14) days from the filing of this Decision to file written objections with the Clerk of this Court. Any such objections must be served upon all parties to this action and a copy must be provided to the Court. A party shall not assign as error on appeal of the Court's adoption of any finding of fact or conclusion of law in this Decision unless the party timely and specifically objects to that finding or conclusion as required by Civil Rule 53(E)(3).

This is an appealable order and the Clerk of Courts shall serve copies of this Decision upon all parties within three (3) business days, pursuant to Civ. R. 5.