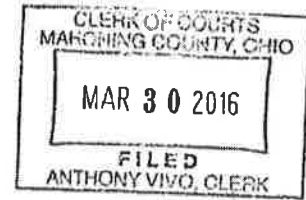


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IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO



STATE OF OHIO, *ex rel.*
MICHAEL DEWINE
ATTORNEY GENERAL OF OHIO

Plaintiff,

v.

Y-TOWN AUTO SALES LLC
c/o Thomas H. Hofus Jr.

and

THOMAS H. HOFUS JR.

Defendants.

CASE NO: 2015 CV 02683

JUDGE: R. Scott Krichbaum

RECEIVED
ATTORNEY GENERAL OF OHIO

MAY 15 2019

CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

DEFAULT JUDGMENT ENTRY AND ORDER

This cause came to be heard upon Plaintiff's Motion for Default Judgment Against Defendants Y-town Auto Sales LLC and Thomas H. Hofus Jr., pursuant to Civil Rule 55(A). Defendants were properly served and have failed to defend against this motion or file an Answer before the Court. The Court finds the motion well taken and hereby grants and sustains Plaintiff's Motion for Default Judgment. The Court, based on that motion, Plaintiff's Complaint, and the evidence submitted at hearing, including the affidavits of consumers, and the affidavits of counsel regarding non-military status of the natural defendant and of service, filed with the Court, hereby renders the following Default Judgment Entry and Order.

FINDINGS OF FACT

1 2015 CV 02683 JUDGE: R. SCOTT KRICHBAUM

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JUDENT

1. Defendant Y-Town Auto Sales LLC is an Ohio limited liability company that did business at 3205 Market St., Youngstown, Ohio 44507.
2. Defendant Thomas H. Hofus Jr. owned and operated Defendant Y-Town Auto Sales LLC, 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 Y-Town Auto Sales, LLC at all relevant times hereto, was licensed by the Ohio Bureau of Motor Vehicles under dealer license number UD019326 held by Defendant Hofus.
5. Defendant Y-Town Auto Sales LLC at all relevant times hereto, was a member of the Title Defect Rescission 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 Thousand Nine Hundred and Forty One Dollars and Fifty Cents (\$1,941.50), per the two affidavits of consumers provided at the damages hearing. Payment(s) shall be made to the Office of the Ohio Attorney General ("Attorney General"), to be distributed by the Attorney General in his sole discretion. Payment shall be made by delivering a certified check or money order within 30 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, 14th Floor
Columbus, Ohio 43215

6. Defendants are assessed civil penalties in the amount of Five Thousand Dollars, (\$5,000.00). Payment shall be made by delivering a certified check or money order within 30 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, 14th Floor
Columbus, Ohio 43215

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

IT IS SO ORDERED

Date

3/30/16

Judge Krichbaum

R. Scott Krichbaum

THE CLERK SHALL SERVE NOTICE
OF THIS ORDER UPON ALL PARTIES
WITHIN THREE (3) DAYS PER CIVIL R.5