

IN THE COURT OF COMMON PLEAS
FAIRFIELD COUNTY, OHIO

FILED

2023 DEC 28 PM 2: 36

STATE OF OHIO, ex rel.
ATTORNEY GENERAL
DAVE YOST

Plaintiff.

v.

AUTOMARK AUTOMOTIVE CORP., et al.

Defendants.

) Case No. 23 CV 046

) JUDGE BERENS

) Agreed Consent Judgment
) Entry and Order With
) Defendant Mark A. Reese

BRANDEN C. NEW
CLERK OF COURTS
FAIRFIELD COUNTY, OHIO

PREAMBLE

This matter came to be heard upon the filing of a Complaint on January 24, 2023 by the Attorney General on behalf of the State of Ohio ("State" or "Plaintiff") alleging that Defendants Automark Automotive Corp. ("AutoMark") and Mark A. Reese ("Reese") (collectively "Defendants") violated the Ohio Consumer Sales Practices Act ("CSPA"), R.C. 1345.01 *et seq.* and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*

This Agreed Consent Judgment Entry and Order ("Consent Judgment") is entered into between Defendant Reese and the Plaintiff. By signing this Consent Judgment, Defendant Reese submits to the personal jurisdiction of this Court, consents to the entry of this Consent Judgment pursuant to R.C. 1345.07(F), consents to the Court's Findings of Fact and Conclusions of Law, and consents to the rights of Plaintiff to enforce this Consent Judgment. Defendant Reese further waives any and all appeal rights he may have.

FINDING OF FACTS

1. Defendant Reese is a natural person who resides at 1041 Sycamore Drive, Lancaster, Ohio 43130.

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ATTORNEY GENERAL OF OHIO

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CONSUMER PROTECTION SECTION
PUBLIC INSPECTION FILE

2. Defendant AutoMark is an Ohio corporation with a principal place of business located at 420 Lancaster Pike, Circleville, Ohio 43113 during most of the time relevant to the transactions described in this action.
3. At some point, the principal place of business of Defendant AutoMark was relocated to 1779 Victor Road, Lancaster, Ohio 43130.
4. Defendant Reese was, at all times relevant to this action, engaged in the business of soliciting, promoting, purchasing, selling, and collecting the proceeds of the sales of used motor vehicles to consumers.
5. Defendant Reese owned and operated the AutoMark car dealership from the locations identified above.
6. Defendant Reese dominated, controlled, directed, and approved the business activities and sales conduct of Defendant AutoMark at the time of the violations alleged, and he caused, personally participated in, or ratified the acts and practices of Defendant AutoMark, as described in Plaintiff's Complaint.
7. Defendant AutoMark held used motor vehicle dealer license #UD022745, issued under R.C. 4517.01 *et seq.*, which allowed it to engage in the business of displaying or selling at retail or wholesale used motor vehicles. Defendant Reese owned the AutoMark dealership, according to AutoMark's licensing paperwork filed with the Bureau of Motor Vehicles.
8. Defendant Reese solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
9. At all relevant times, Defendant Reese displayed and sold used motor vehicles at the car dealership locations.
10. Defendant Reese failed to file applications for certificate of title within 30 days after the

assignment or delivery of motor vehicles.

11. Defendant Reese sold motor vehicles to consumers that did not have certificates of title issued in the name of the dealership at the time of sale.
12. Defendant Reese failed to obtain certificates of title in the name of consumer purchasers on or before the 40th day after the sale of motor vehicles.
13. A Title Defect Recision Fund claim totaling \$4,000 has been paid from the Title Defect Recision Fund administered by the Attorney General's Office after Defendant Reese failed to obtain a certificate of title in the name of a consumer purchaser on or before the 40th day after the sale of a motor vehicle.
14. On February 13, 2023, Defendant Reese paid the Attorney General's Office the \$4,000 that was owed to the Title Defect Recision Fund in this matter.
15. Defendant Reese's used motor vehicle dealer license #UD022745, which was issued for his AutoMark dealership, has been canceled.

REPRESENTATIONS BY DEFENDANT REESE

16. Defendant Reese represents that the AutoMark dealership is no longer in business. Defendant Reese represents that he and his family do not intend to reopen Defendant AutoMark, and they do not intend to own or act as a general manager of any other motor vehicle dealership in the future.
17. Plaintiff's agreement to enter into this Consent Judgment with Defendant Reese is conditioned on the fact that Defendant Reese has closed Defendant AutoMark and is making efforts to formally dissolve Defendant AutoMark, has represented that he will permanently relinquish his used motor vehicle dealer license #UD022745, and has

promised not to reopen Defendant AutoMark.

CONCLUSIONS OF LAW

18. The State of Ohio, through Attorney General Dave Yost, brought this action in the public interest and on behalf of the State of Ohio under the authority vested in the Attorney General by R.C. 1345.07
19. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(3), in that some of the transactions complained of, and out of which this action arose, occurred in Fairfield County.
20. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
21. Defendant Reese is a "supplier" as that term is defined in R.C. 1345.01(C) as Defendant was, at all times relevant herein, engaged in the business of effecting or soliciting "consumer transactions" by offering for sale and selling used motor vehicles to individuals for purposes that were primarily personal, family, or household within the meaning specified in R.C. 1345.01(A) and (D).
22. Defendant Reese failed to file applications for certificates of title within 30 days after the assignment or delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b) of the Certificate of Motor Vehicle Title Act.
23. Defendant Reese sold consumers motor vehicles that did not have certificates of title issued in the name of the dealership at the time of sale and then failed to obtain certificates of title in the name of the consumer purchasers on or before the 40th day following the date of the sale of the motor vehicles as required by R.C. 4505.181(B)(1) of the Certificate of Motor Vehicle Title Act.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- A. The Court hereby DECLARES that the acts and practices described in Plaintiff's Complaint, and above in the Findings of Fact and Conclusions of Law, violate the CSPA, R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*, in the manner alleged in Plaintiff's Complaint and as set forth in this Consent Judgment.
- B. Defendant Reese, doing business under his own name, the name AutoMark, or using any other names, his agents, partners, representatives, employees, successors, and assigns, and all persons acting in concert or participation with him, directly or indirectly, is hereby PERMANENTLY ENJOINED from committing any unfair, deceptive, or unconscionable act or practice that violates the CSPA, R.C. 1345.01 *et seq.*, its Substantive Rules, O.A.C. 109:4-3-01 *et seq.*, or the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*
- C. Defendant Reese shall be PERMANENTLY ENJOINED from applying for or obtaining any Ohio motor vehicle dealer license under Chapter 4517 of the Revised Code.
- D. Defendant Reese, doing business under AutoMark or any other name(s), directly or indirectly, through any corporate device, partnership, or association, in connection with a consumer transaction, is hereby PERMANENTLY ENJOINED from having an ownership interest in a motor vehicle dealership in the state of Ohio. Nothing in this provision shall prohibit Defendant Reese from engaging in the solicitation, sale, or repair of motor vehicles for another entity, provided that Defendant Reese does not own the entity or assume any position at that entity that affords Defendant Reese the sole authority to set consumer-related policies and procedures, including about the consumer-related sales conduct of the entity.

- E. IT IS FURTHER ORDERED that Defendant Reese must pay the Attorney General's Office a civil penalty in the amount of \$1,000.00. Said payment of \$1,000.00 shall be due upon the execution of this Consent Judgment and shall be paid to the Attorney General, via wire transfer or 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

- F. In the event the Attorney General must initiate legal action or incur any costs to compel Defendant Reese to abide by this Consent Judgment, Defendant Reese shall be liable to the Attorney General—should the Attorney General prevail—for all related enforcement costs including, but not limited to, a reasonable sum for attorneys' fees and investigatory costs.
- G. Defendant Reese shall not represent directly or indirectly or in any way whatsoever that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of his business practices.
- H. Defendant Reese shall pay all court costs.
- I. This Court shall retain jurisdiction to enforce compliance with this Consent Judgment.

IT IS SO ORDERED.

DATE

12/14/23

JUDGE BERENS



APPROVED:

PLAINTIFF

DAVE YOST
Ohio Attorney General

/s/ Tracy Morrison Dickens

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Counsel for Plaintiff

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