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IN THE SUPREME COURT OF OHIO

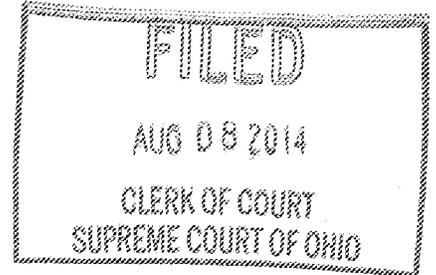
CASE NO. 2014-0451

APPEAL FROM THE COURT OF APPEALS
FIFTH APPELLATE DISTRICT
COSHOCOTON COUNTY, OHIO
CASE NO. 2013-CS-0014

JERRY DILLON, et al.,
Plaintiffs-Appellees

vs.

FARMERS INSURANCE OF COLUMBUS, INC.,
Defendant-Appellant.



**BRIEF OF *AMICUS CURIAE* ALLIANCE OF AUTOMOBILE MANUFACTURERS
IN SUPPORT OF PLAINTIFFS-APPELLEES AND AFFIRMANCE**

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TABLE OF CONTENTS

I. INTRODUCTION1

II. ARGUMENT1

 A. Ohio R.C. 1345.81 Applies to Insurers Such as Farmers
 (Response to Propositions of Law Nos. 1 and 2).....3

 B. Ohio R.C. 1345.81 Promotes Vehicle Safety and Protects Consumers.....7

III. CONCLUSION.....12

TABLE OF AUTHORITIES

Cases

Burdge v. Kerasotes Showplace Theaters, LLC,
12th Dist. Butler No. CA2006-02-023, 2006-Ohio-4560 7

Dillon v. Farmers Ins. of Columbus, Inc.,
5th Dist. Coshocton No. 2013CA0014, 2014-Ohio-431 4, 5

Einhorn v. Ford Motor Co.,
48 Ohio St.3d 27 548 N.E.2d 933 (1990) 6

Gallman v. Bd. of Cnty. Comm’rs,
159 Ohio St. 253, 112 N.E.2d 38 (1953) 7

In re Adoption of Jones,
70 Ohio App.3d 576, 591 N.E.2d 823 (9th Dist.1990) 5

Johnson v. Lincoln Nat’l Life Ins. Co.,
69 Ohio App.3d 249, 590 N.E.2d 761 (2d Dist.1990) 6

Summerville v. City of Forest Park,
128 Ohio St.3d 221, 2010-Ohio-6280, 943 N.E.2d 522 5

Statutes

Ohio R.C. 1.11 5, 6

Ohio R.C. 1.51 4, 5

Ohio R.C. 1.52 5

Ohio R.C. 1345.01 4, 5

Ohio R.C. 1345.02 4

Ohio R.C. 1345.81 *passim*

Ohio R.C. 5725.01 4

Ohio R.C. Title 39 6

Legislative History

H.B. No. 302, 1990 Ohio Laws 259 5

Ohio Senate Highways & Transportation Committee meeting memorandum
of April 11, 1989, contained in June 7, 1990 Committee Agenda 2,3

Other Authorities

Jeff Blyskal, *Tests Show Aftermarket Replacement Parts Can Present Safety Risk*,
Consumer Reports News (July 22, 2010) 8

Ford Crash Tests Non-OEM Structural Parts,
On Target: For Ford and Lincoln Wholesalers and the Collision Repair Industry
(Summer 2011) 9, 10

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(Oct. 2013) 10

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Forbes (July 31, 2013) 11

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Can a Body Part Affect Safety? (video) 10

Insurance Institute for Highway Safety, *Status Report*,
Vol. 45, No. 11 (Nov. 3, 2010) 8, 9

I. INTRODUCTION

The Alliance of Automobile Manufacturers (“Auto Alliance”) is an association of twelve major vehicle manufacturers accounting for approximately 77 percent of all car and light-truck sales in the United States. The members of the Auto Alliance are fundamentally concerned about the safety and crashworthiness of the vehicles that they manufacture. Nearly 25 years ago, the Ohio General Assembly enacted R.C. 1345.81 as part of the Ohio Consumer Sales Practices Act (“CSPA”) to ensure that vehicle owners are notified when non-original equipment manufacturer (“non-OEM”) parts will be used to repair their vehicles. Non-OEM parts are not subject to the same standards and testing as OEM parts, and their use may threaten the safety and integrity of vehicles manufactured by Auto Alliance members. Moreover, most vehicle lease agreements preclude the use of non-OEM parts and, without the protections of R.C. 1345.81, consumers could unwittingly void those agreements.

As held by the Coshocton County Municipal Court and the Fifth Appellate District below, R.C. 1345.81’s disclosure requirements apply both to insurers, like Appellant-Farmers Insurance of Columbus, Inc. (“Farmers”), and to repair facilities and installers who provide vehicle repair estimates to consumers. The Auto Alliance urges this Court to affirm the decision of the Fifth Appellate District as it not only correctly interpreted R.C. 1345.81, but also furthered the General Assembly’s intent to promote vehicle safety and consumer awareness.

II. ARGUMENT

Pursuant to Ohio R.C. 1345.81, insurers must notify and obtain the written acknowledgment of consumers when providing them with a vehicle repair estimate that proposes the use of non-OEM parts. Even though the statute expressly applies to insurers, Farmers and their amicus, the Ohio Association of Civil Trial Attorneys (“Civil Trial Attorneys”), argue that insurance companies are exempted from liability under the entire CSPA. The Fifth Appellate

District, however, correctly applied settled rules of statutory construction and held that because R.C. 1345.81 was both more specific and more recent in time, its application to insurers prevails over previously enacted, and more general, provisions that might indicate otherwise.

This holding is consistent not only with well-established tenets of statutory construction, but also with the remedial purpose of the statute. Consumers who are notified that their vehicle may be repaired with a non-OEM part may learn of recent crash tests, including tests funded by the automobile insurance industry itself, demonstrating that non-OEM parts are less safe than OEM parts. Furthermore, those consumers may learn that when vehicles with non-OEM parts are later damaged, those repairs are significantly more expensive than if the original repair had been done with an OEM part. Additionally, consumers who lease their vehicle would have the opportunity to avoid unknowingly defaulting on their standard lease agreement requiring that all repairs be completed exclusively with OEM parts.

Finally, the legislative history of R.C. 1345.81 demonstrates that the General Assembly was well aware of the safety and quality issues surrounding non-OEM parts prior to its passage. Brooke Cheney from the Automotive Service Association (“ASA”), the leading organization in the auto repair industry representing more than 500 independent vehicle repair shops in Ohio, testified in support of R.C. 1345.81 before a meeting of the Ohio Senate Highways & Transportation Committee. (See Ohio Senate Highways & Transportation Committee meeting memorandum of April 11, 1989, contained in June 7, 1990 Committee Agenda (attached to Appellees’ brief).) Cheney testified that the ASA supported the opportunity to make customers more aware of the quality of auto body parts they are receiving. (*Id.*) According to Cheney, insurance estimates are often given for “quality replacement” parts or “non-OEM” parts without any explanation of the terms to the customer. Thus, auto repair shops that do not want to use

inferior parts frequently ended up acting as negotiators between the consumer and the insurer.

(*Id.*) Cheney informed the Committee that the bill would not prohibit the use of non-OEM parts but rather would allow consumers to make informed choices. (*Id.*) With that information in hand, the General Assembly enacted R.C. 1345.81.

For these reasons, this Court should affirm the decision of the Fifth Appellate District.

**A. Ohio R.C. 1345.81 Applies to Insurers Such as Farmers
(Response to Propositions of Law Nos. 1 and 2).**

In enacting R.C. 1345.81, the Ohio General Assembly specifically created CSPA liability for insurers who fail to provide written repair estimates that clearly identify the proposed use of non-OEM parts. R.C. 1345.81(B) provides, in relevant part, that:

Any insurer who provides an estimate for the repair of a motor vehicle based in whole or in part upon the use of any non-OEM aftermarket crash part in the repair of the motor vehicle ... shall comply with the following provisions, as applicable:

(1) If the person requesting the repair chooses to receive a written estimate, the insurer, repair facility, or installer providing the estimate shall identify, clearly in the written estimate, each non-OEM aftermarket crash part and shall contain a written notice with the following language in ten-point or larger type: "This estimate has been prepared based upon the use of one or more aftermarket crash parts supplied by a source other than the manufacturer of your motor vehicle...." Receipt and approval of the written estimate shall be acknowledged by the signature of the person requesting the repair at the bottom of the written estimate.

The statute defines an "insurer" as "any individual serving as an agent or authorized representative of an insurance company, involved with the coverage for repair of the motor vehicle in question." R.C. 1345.81(A)(5).

Farmers does not dispute that its Special Field Claims Representative Mark Babb was an insurer for purposes of R.C. 1345.81. Nor does Farmers dispute that Babb, in his role as insurer, provided a written estimate to Nancy and Jerry Dillon that failed to clearly identify the proposed use of non-OEM parts, did not include a written notice regarding aftermarket parts warranties, and was never signed and acknowledged by the Dillons, all in violation of R.C. 1345.81(B)(1).

Farmers and the Civil Trial Attorneys simply ignore these provisions in their briefs. Instead, relying on a different (and more general) provision, they argue that “[a]n insurer does not engage in a ‘consumer transaction’ for purposes of any provision of the [CSPA], when it adjusts its insured’s claim for motor vehicle damage, and issues a repair estimate.” (Farmers Br. at 7; Civil Trial Attorneys Br. (“CTA Br.”) at 6.) Though contrary to the express language of R.C. 1345.81(B), this argument has its foundation in R.C. 1345.81(E), which states that: “Any violation of this section in connection with a *consumer transaction* as defined in section 1345.01 of the Rev. Code is an unfair and deceptive act or practice as defined by section 1345.02 of the Rev. Code.” R.C. 1345.81(E) (Emphasis added). With regard to the CSPA’s *general* definition of “consumer transaction,” Farmers and the Civil Trial Attorneys correctly point out that R.C. 1345.01(A) expressly excludes “insurance companies” from being a party to a “consumer transaction.” *See* R.C. 5725.01(C); (Farmers Br. at 12; CTA Br. at 6).

Thus, there is an apparent conflict between R.C. 1345.81, which *expressly* applies to insurers, and R.C. 1345.01, which generally states that insurance companies are not parties to consumer transactions. Farmers simply ignores the parts of the CSPA that are inconvenient to its argument.

The Fifth Appellate District correctly recognized the conflict between R.C. 1345.81 and R.C. 1345.01 and noted that:

[I]f a general provision conflicts with a special or local provision, they shall be construed, if possible, so that effect is given to both. If the conflict between the provisions is irreconcilable, the special or local provision prevails as an exception to the general provision, unless the general provision is the later adoption and the manifest intent is that the general provision prevail.

Dillon v. Farmers Ins. of Columbus, Inc., 5th Dist. Coshocton No. 2013CA0014, 2014-Ohio-431, ¶ 23, quoting R.C. 1.51. Likewise, “if statutes enacted at the same time or different sessions

of the legislature are irreconcilable, the statute latest in date of enactment prevails.” *Id.*, quoting R.C. 1.52(A).

In resolving the statutory conflict, R.C. 1.51 initially requires the court to “attempt to reconcile the statutes, if possible, to give effect to both.” *Summerville v. City of Forest Park*, 128 Ohio St.3d 221, 2010-Ohio-6280, 943 N.E.2d 522, ¶ 28. The Civil Trial Attorneys argue that the provisions can be reconciled by precluding treble damages and attorney’s fees against insurers who violate R.C. 1345.81. (CTA Br. at 8.) Such a reading, however, fails to “give effect to the legislature’s intent” because nothing in R.C. 1345.81 can reasonably be construed as limiting a plaintiff’s remedies for violations of the statute. *Summerville* at ¶ 28. “Courts may not judicially rewrite legislation under the guise of ‘statutory construction.’” *In re Adoption of Jones*, 70 Ohio App.3d 576, 579, 591 N.E.2d 823 (9th Dist.1990).

Because the conflicting provisions cannot be harmonized, “a specific statute will prevail unless the general statute can be shown to be the later adoption of the two and the manifest intent of the General Assembly was to have the general provision control.” *Summerville* at ¶ 32. R.C. 1345.81 is the more specific statute because it applies only to the use of non-OEM parts, as compared to R.C. 1345.01, which applies to the CSPA as a whole. R.C. 1345.81 is also the later-adopted statute with an effective date of October 16, 1990, *see* H.B. No. 302, 1990 Ohio Laws 259, more than sixteen years after R.C. 1345.01 took effect. Accordingly, “any irreconcilable conflict in the wording of the general provisions and R.C. 1345.81 must be resolved in favor of R.C. 1345.81.” *Dillon* at ¶ 24. Thus, both the Coshocton County Municipal Court and the Fifth Appellate District were correct in holding Farmers, an insurer, liable for damages and attorney’s fees for violating R.C. 1345.81. *See* R.C. 1.11 (“Remedial laws and all proceedings under them shall be liberally construed in order to promote their object and assist the parties in obtaining

justice.”); *Einhorn v. Ford Motor Co.*, 48 Ohio St.3d 27, 30, 548 N.E.2d 933 (1990) (“The [CSPA] is a remedial law which is designed to compensate for traditional consumer remedies and so must be liberally construed pursuant to R.C. 1.11.”).

Ignoring R.C. 1345.81’s express application to insurers, Farmers asserts that the CSPA “was not intended to address disputes between insurers and their insureds.” (Farmers Br. at 8.) In support of this proposition, Farmers cites a litany of cases involving various provisions of the CSPA, not a single one of which even mentions R.C. 1345.81. Farmers places particular emphasis on a 1990 Second Appellate District decision stating that: “It is clear the Ohio Legislature meant to regulate the insurance industry in R.C. Title 39 and that the [CSPA] has no application to controversies over insurance policies.” (Farmers Br. at 8, quoting *Johnson v. Lincoln Nat’l Life Ins. Co.*, 69 Ohio App.3d 249, 255, 590 N.E.2d 761 (2d Dist.1990); see also CTA Br. at 1 (same).) *Johnson*, however, was decided more than a month before R.C. 1345.81 took effect and thus could have no bearing on its scope or application. In any event, the Dillons’ R.C. 1345.81 claim does not involve a “controvers[y] over insurance policies,” as they dispute neither the meaning nor applicability of Farmers’ policy. Instead, the Dillons seek to enforce a statutory disclosure requirement separate and apart from Farmers’ obligations under the insurance contract.

Finally, both Farmers and the Civil Trial Attorneys make the argument that a successful claim under R.C. 1345.81 requires that the plaintiff have affirmatively requested either a written or oral estimate from the insurer. (Farmers Br. at 15-16; CTA Br. at 7-8.) According to the Civil Trial Attorneys, “[t]his is a key requirement of O.R.C. § 1345.81 in that the person requesting the repair ‘chooses’ to receive either a written estimate or an oral estimate, or even no estimate at all.” (CTA Br. at 7.) This argument has its source in R.C. 1345.81(B)(1) and (B)(2), which both

begin, “If the person requesting the repair chooses to receive a [written, oral, or no] estimate, the insurer . . .,” and go on to set forth the non-OEM disclosure requirements.

Because Babb *gave* the Dillons both written and oral repair estimates before they had an opportunity to “choose” one form of estimate or the other, Farmers and the Civil Trial Lawyers argue that their R.C. 1345.81 claim must fail. (*See* Farmers Br. at 16 (positing that R.C. 1345.81 “requires that the insured chooses the form of vehicle repair estimate he or she receives **before** triggering the remainder of obligations implicated by the statute”) (Emphasis sic.)) As Farmers notes in its brief, however, “courts must keep in mind that a strong presumption exists against any statutory construction that produces unreasonable or absurd consequences.” (Farmers Br. at 10, quoting *Burdge v. Kerasotes Showplace Theaters, LLC*, 12th Dist. Butler No. CA2006-02-023, 2006-Ohio-4560, ¶ 59.) It is difficult to imagine a more absurd result than precluding recovery under R.C. 1345.81 because the insurance company *gave* a consumer written and oral repair estimates, as occurred here, rather than providing the consumer with the opportunity to choose one form or the other. Such a holding would allow insurance companies to avoid their obligations under R.C. 1345.81 by the simple expedient of denying consumers a choice of receiving a written or oral estimate. Plainly, the legislature could not have intended such an “absurd and ridiculous result[.]” *Gallman v. Bd. of Cnty. Comm’rs of Mercer Cnty.*, 159 Ohio St. 253, 257, 112 N.E.2d 38 (1953).

In sum, this Court should affirm the decision of the Fifth Appellate District and hold that R.C. 1345.81 applies to insurers that provide written vehicle repair estimates to consumers.

B. Ohio R.C. 1345.81 Promotes Vehicle Safety and Protects Consumers.

R.C. 1345.81’s importance in terms of vehicle safety and consumer awareness cannot be overstated. Modern vehicles are holistically designed so that all parts of the vehicle work in concert to achieve the highest possible levels of safety, efficiency, and performance. Because

non-OEM parts are not subject to the same rigorous standards and testing as are OEM parts, non-OEM parts do not necessarily perform as well as OEM parts and may negatively impact a variety of vehicle systems. If the disclosure requirements of R.C. 1345.81 are not enforced against insurers, then consumers have no protection against having lower quality non-OEM parts used to repair their vehicles without their knowledge.

The Dillons' 2009 Mercury Milan was seriously damaged when it was struck by a deer in October 2011. The estimate prepared by Babb, the Farmers' claims adjuster, proposed the replacement of many parts including, but not limited to, the bumper cover, grille, absorber, left side reinforcement, radiator support, radiator, fan assy, radiator bracket, condenser, hood, and both fenders. (See Mark Babb 10/21/11 Written Estimate.) The estimate does not identify whether the replacement parts would be OEM or non-OEM.

According to David Zuby, the Chief Research Officer for the Insurance Institute for Highway Safety ("IIHS")—an organization formed and funded by the automobile insurance industry—"the vehicle structure is part of a complex system designed to protect people in crashes, as well as hold up the engine. There's a lot of engineering that goes into making a crash protection system. You can't willy nilly change those parts, because the system won't work the way it was designed." (See Jeff Blyskal, *Tests Show Aftermarket Replacement Parts Can Present Safety Risk*, Consumer Reports News (July 22, 2010).¹) In a 5 mph crash test conducted by the IIHS, a Toyota-made bumper on a Camry buckled, as it was designed, while a non-OEM bumper "didn't buckle, and as a result crushed the ends of the bumper support structure." (See Insurance Institute for Highway Safety, *Status Report*, Vol. 45, No. 11 (Nov. 3, 2010).²) In a

¹ Available at <http://www.consumerreports.org/cro/news/2010/07/tests-show-aftermarket-replacement-parts-can-present-safety-risk/index.htm> (accessed Aug. 7, 2014).

² Available at <http://www.iihs.org/iihs/sr/statusreport/article/45/11/1> (accessed Aug. 7, 2014).

status report discussing the crash test results, IIHS President Adrian Lund noted that: “The aftermarket bumper bar is thicker and heavier than the original. That’s not a good thing from a safety standpoint. Aftermarket bumpers need to perform exactly the same as original bumpers in a crash. Even small changes in design can skew airbag sensors and alter vehicle damage patterns.” (*Id.*)

The IIHS marked the “tipping point” in the debate regarding the safety of OEM versus non-OEM parts as a test performed by Toby Chess, a national director with the Society of Collision Repair Specialists. (*Id.*) Chess “took a reciprocating saw to a [non-OEM] copycat bumper beam and easily cut through the steel during a trade show. Earlier he’d unsuccessfully tried to cut an original [OEM] equipment beam. The industry took notice, with many insiders sounding the call for tests and certification of aftermarket structural parts.” (*Id.*)

Not only do non-OEM parts pose an increased safety risk to consumers, they also increase the overall cost of repairs in subsequent accidents. In 2010, the Ford Motor Company conducted 5 and 8 mph full-vehicle crash tests using OEM Ford parts and non-OEM copies of bumper beams, bumper absorbers, and isolators. (*See Ford Crash Tests Non-OEM Structural Parts, On Target: For Ford and Lincoln Wholesalers and the Collision Repair Industry* (Summer 2011) 1.³) According to crash sensor data, “[t]he Ford parts allowed for a broad but gentle slope in the crash pulse, while the vehicle with the copy parts exhibited a later, steeper slope in the crash pulse, which is interpreted by the safety system as a higher-speed, higher-energy impact—it’s those differences that are likely to result in an increased number of airbag deployments in lower-speed crashes.” (*Id.* at 3.) “The 5-mph impact resulted in a damage estimate of \$1,224 for

³ Available at www.nebraskaautobody.com/filedownloads/OnTargetSummer2011.pdf (accessed Aug. 7, 2014).

the Mustang with Ford parts, while the vehicle with copy parts received an estimate of \$2,982, or nearly two-and-a-half times as much.” (*Id.*)

More recently, the American Honda Motor Company (“Honda”) conducted independent crash tests comparing airbag response times in vehicles with OEM bumper parts and non-OEM bumper parts. (*See* Honda Collision Information, *Can a Body Part Affect Safety?* (video).⁴) The driver-side airbags in vehicles with non-OEM bumper parts deployed seven milliseconds later than in vehicles with OEM bumper parts, and the passenger-side airbags deployed four milliseconds later in vehicles with non-OEM bumper parts. (*Id.*) Such a delay could cause increased neck strain and potential injury to the passengers. If the National Highway Traffic Safety Administration’s (“NHTSA”) New Car Assessment Program had obtained the same crash test results, NHTSA would have dropped the non-OEM vehicle’s frontal safety crash rating for the passenger seating position from five stars to four. (*Id.*) Furthermore, Honda’s independent tests found that the cost of subsequent bumper repairs to vehicles with non-OEM bumper parts was \$4,857, as compared to \$2,418 in vehicles with OEM bumper parts, or more than double. (*Id.*)

In addition to the safety and cost concerns presented by the use of non-OEM parts, many standard vehicle lease agreements require the use of only OEM parts in any repairs done to the vehicle during the term of the lease. (*See, e.g.,* Ford Credit, Standard Ohio Motor Vehicle Lease Agreement (Oct. 2013) (“Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts.”) (attached hereto).) If consumers who lease their vehicles are not notified of the proposed use of non-OEM parts in a written or oral estimate from their insurer, they would be in default of their lease agreement and be exposed to liability for the

⁴ Available at <http://collision.honda.com/yes-they-can#.U-DtCWMSO2U> (accessed Aug. 7, 2014).

decreased value of the vehicle. Nearly a quarter of U.S. consumers lease rather than purchase their vehicle (*see* Jim Henry, *Lease or Buy: More U.S. Customers Say Lease*, *Forbes* (July 31, 2013)⁵), placing millions of the more than 11 million people living in Ohio at risk of unwitting lease default if R.C. 1345.81 is not enforced against insurers.

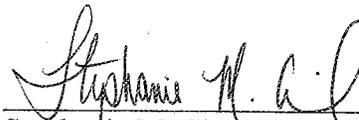
In short, there is abundant evidence—including evidence from the insurance industry itself—that there are substantial differences between OEM and non-OEM replacement parts. Non-OEM parts are significantly less safe; they can cause higher repair costs in subsequent accidents; and their use can void consumer leases. It was for precisely reasons such as these that the legislature adopted R.C. 1345.81—to ensure that consumers were aware of, and agreed to, the use of non-OEM parts during vehicle repairs. This Court should enforce the plain language of R.C. 1345.81 and confirm that insurance companies must make consumers aware of the safety-impacting decision to use non-OEM parts.

⁵ Available at <http://www.forbes.com/sites/jimhenry/2013/07/31/lease-or-buy-more-u-s-customers-say-lease/> (accessed Aug. 7, 2014).

III. CONCLUSION

For the foregoing reasons, this Court should affirm the decision of the Fifth Appellate District holding that R.C. 1345.81 requires insurers to disclose the proposed use of non-OEM parts in vehicle repair estimates provided to consumers.

Respectfully submitted this 8th day of August, 2014.



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OHIO MOTOR VEHICLE LEASE AGREEMENT DATE

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (including County) LESSOR (Name and Address) and Zip Code

"Finance Company" is... The "Holder" is... By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease." If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

Table with 4 columns: New/Used, Mileage at Delivery, Year/Make/Model, Vehicle Identification Number, Vehicle Use. Includes sections for 1. Amount Due At Lease Signing or Delivery, 2. Payments, 3. Other Charges, 4. Total of Payments.

Table for Itemization of Amount Due at Lease Signing or Delivery. Includes sections for 5. Amounts Due At Lease Signing or Delivery and 6. How the Amount Due At Lease Signing or Delivery will be paid.

Table for Item 7: Your payment is determined as shown below. Includes sections for a. Gross capitalized cost, b. Capitalized cost reduction, c. Adjusted capitalized cost, d. Residual value, e. Depreciation and any amortized amounts, f. Rent charge, g. Total of lease payments, h. Lease payments, i. Base payment, j. Sales / Use tax, k. Total payment, l. Lease term in months.

Early Termination: You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. Excess Wear and Use: You may be charged for excessive wear based on our standards for normal use. Extra Mileage Odometer Credit: At the scheduled end of this lease, You will receive a credit of \$0.00 per unused mile for the number of unused miles between... and... miles, less any amounts You owe under this lease.

12. WARRANTY The Vehicle is covered by any warranty indicated below: Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle. 15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

13. OFFICIAL FEES AND TAXES \$ The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. 14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with (a) comprehensive fire and theft insurance with a maximum deductible amount of \$1,000; and (b) collision and current insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$... for any one person and \$... for any one accident, and \$... for property damage.

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or \$50.00 whichever is less. 17. LESSOR SERVICES (See Item 22 on back) 18. Returned Check Charge You agree to pay a returned check charge of \$... for each check, draft, or other order of payment that is dishonored for any reason.

19. Reimbursement of Gross Capitalized Cost Table with columns: Agreed Upon Value of the Vehicle, Sales/Tax and Other Applicable Taxes, Title Fees, License and Registration Fees, Extended Warranty and Service Contract, Acquisition Fee, Documentation Fee. Includes Total Gross Capitalized Cost.

LIMITED RIGHT TO CANCEL By signing below, the Lessee and Co-Lessee agree that the section on the back of this lease entitled "Limited Right to Cancel" will apply. The limited right to cancel this lease will end when Holder purchases this lease or within... days, whichever occurs first.

SIGNATURES AND IMPORTANT NOTICES Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company. Lessee: By: Title: Co-Lessee: By: Title:

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT. NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease. You acknowledge that You received a filled-in copy of this lease at the time You signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: By: Title: Co-Lessee: By: Title: Lessor and Lessee are hereby notified that Holder has assigned to GE Exchange, in its capacity as Holder's qualified intermediary, all rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination. Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder. Lessor: By: Title:

OHIO MOTOR VEHICLE LEASE AGREEMENT DATE

1-800-727-7000 LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code) LESSOR (Name and Address) FORD CREDIT www.fordcredit.com

"Finance Company" is... The "Holder" is... and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms on the front and back of this lease and the terms of the Wear-Care Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease." If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

Table with 4 columns: New/Used, Mileage at Delivery, Year/Make/Model, Vehicle Identification Number, Vehicle Use. Below are sections 1, 2, 3, 4 for payment details.

5. Amounts Due At Lease Signing or Delivery: a. Capitalized cost reduction, b. First monthly payment, c. Advance payment, d. Returnable security deposit, e. Title fees, f. Registration fees, g. Acquisition fee, h. i. j. k. l. m. n. 6. How the Amount Due At Lease Signing or Delivery will be paid: a. Net trade-in allowance, b. Rebates and noncash credits, c. Amount to be paid in cash, d.

7. Your payment is determined as shown below: a. Gross capitalized cost, b. Capitalized cost reduction, c. Adjusted capitalized cost, d. Residual value, e. Depreciation and any amortized amounts, f. Rent charge, g. Total of base payments, h. Lease payments, i. Base payment, j. Sales / Use tax, k. l. m. n. Total payment, o. Lease term in months.

8. Excess Wear and Tear... 9. Extra Mileage Option Credit... 10. Purchase Option at End of Lease Term... 11. Other Important Terms...

12. WARRANTY... 13. OFFICIAL FEES AND TAXES... 14. VEHICLE INSURANCE MINIMUMS... 15. OPTIONAL INSURANCE... 16. LATE PAYMENTS... 17. LESSOR SERVICES... 18. Returned Check Charge...

Table with 7 columns: Agreed Upon Value of the Vehicle, Sales/Tax and Other Applicable Taxes, Title Fees, License and Registration Fees, Extended Warranty and Service Contract, Acquisition Fee, Documentation Fee. Total Gross Capitalized Cost.

LIMITED RIGHT TO CANCEL: By signing below, the Lessee and Co-Lessee agree that the section on the back of this lease entitled "Limited Right to Cancel" will apply.

SIGNATURES AND IMPORTANT NOTICES: Lessee, Co-Lessee, Lessor signatures and titles.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in. (2) You have the right to get a filled-in copy of this lease... Lessor and Lessee are hereby notified that Holder has assigned to Cf. Carhenge, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.

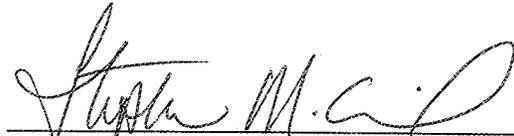
CERTIFICATE OF SERVICE

A true copy of the foregoing Brief of *Amicus Curiae* Alliance of Automobile Manufacturers in Support of Plaintiffs-Appellees and Affirmance was sent by U.S. Mail, postage prepaid, this 8th day of August, 2014, upon:

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