

IN THE COURT OF APPEALS OF OHIO

SEVENTH APPELLATE DISTRICT
MAHONING COUNTY

DAWN POWELL,

Plaintiff-Appellant,

v.

QUALITY AUTO REPAIR, ET AL.,

Defendants-Appellee.

OPINION AND JUDGMENT ENTRY

Case No. 26 MA 0034

Civil Appeal from the
Youngstown Municipal Court of Mahoning County, Ohio
Case No. 24CVF03429Y

BEFORE:

Katelyn Dickey, Carol Ann Robb, Mark A. Hanni, Judges.

JUDGMENT:

Affirmed.

Atty. Percy Squire, Percy Squire Co., LLC, for Plaintiff-Appellant Dawn Powell and

Atty. Adam V. Buente, The Law Office of Adam V. Buente, LLC, for Defendant-Appellee
Dwayne Arrington.

Dated: September 28, 2026

DICKEY, J.

{¶1} Appellant, Dawn Powell, appeals the March 11, 2026 judgment entry of the Youngstown Municipal Court adopting the findings of fact and conclusions of law of the Magistrate in favor of Appellee, Dwayne Arrington, following a bench trial in this breach of express warranty action based on a used engine installed in Appellant’s vehicle. “Motor” and “engine” are used interchangeably throughout this opinion.

{¶2} Appellant advances three assignments of error. First, she contends the municipal court incorrectly applied the law in Ohio relating to express warranties. Next, she challenges the municipal court’s application of a fire disclaimer in the contract. Finally, Appellant contends the municipal court erred when it found there were no pecuniary damages. For the following reasons, the judgment entry of the municipal court is affirmed albeit on other grounds.

FACTS AND PROCEDURAL HISTORY

{¶3} On July 11, 2023, Appellant contracted with Quality Auto Repair to provide and install a used motor in her 2017 Hyundai Santa Fe sport utility vehicle. The hand-printed portion of the form repair order, including the name and address of the repair shop, was completed by Appellee and reads in relevant part:

Quality Auto Repair	
1464 South Avenue	
Yo. Ohio	
Replace used motor	\$6,000.00
Labor + coolant + oil	\$1,530.00
Paid by check	\$7,530.00
. . .	
30 day warranty	

motor tested

(92,102 miles on motor)

Dwayne Arrington [phone number redacted]

{¶4} Appellee conceded he provided the handwritten information on the form repair order, including his printed name and telephone number. The text of the form repair order reads in relevant part, “[n]ot responsible for damage caused by theft, fire, or acts of nature.”

{¶5} There is no dispute that the vehicle caught fire on August 11, 2023 and was irreparably damaged. There is likewise no dispute that the fire occurred within the 30-day express warranty period. Appellant conceded at the bench trial that she subsequently received \$19,764.78, the fair market of the vehicle, less a \$500 deductible, and \$5,100. for personal property located in the vehicle from State Farm, pursuant to an insurance policy.

{¶6} On October 7, 2024, Appellant filed a two-count complaint alleging negligence and breach of contract against Defendants Dwayne Arrington, Quality Auto Repair, and Turie Belasco (“Turie”). Turie was identified in the complaint as the “owner of the premises at 1464 South Avenue.” (Complt., ¶ 2). Although the summonses sent by certified mail were returned and marked undeliverable, Appellee and Quality Auto Repair were successfully served by regular mail. Quality Auto Repair did not file a responsive pleading, but no motion for default was filed. Appellant failed to perfect service on Turie.

{¶7} The Magistrate conducted a bench trial on October 21, 2025. Appellant and Appellee offered testimony. The following exhibits were offered by Appellant and admitted into evidence: the form repair order; title to the vehicle in Appellant’s name and current address with an issue date of August 6, 2019; the evidence of loss form from State Farm; and a completed loss inventory totaling \$6,806.83.

{¶8} The following exhibits were offered by Appellee and admitted into evidence: a letter from State Farm reflecting a payment of \$19,764.78, the actual cash value of the vehicle minus a \$500 deductible; Appellant’s responses to Appellee’s first request for

discovery; and a recall notice issued by the National Highway Traffic Safety Administration on February 7, 2022.

{¶9} There is no dispute that the vehicle at issue in this appeal was the subject of the recall notice. The recall notice reads in relevant part, “[t]he Anti-Lock Brake System (ABS) module could malfunction and cause an electrical short, which could result in the engine compartment fire.” The recall notice instructs owners to take the vehicle to an authorized dealer where the ABS multi-fuse would be replaced, and the ABS module would be inspected and replaced if necessary, without charge.

{¶10} Appellant testified she is self-employed and received the vehicle in 2019 as a birthday gift. She was unaware of the recall notice issued in 2022 and never took the vehicle to an authorized dealer for the multi-fuse replacement and, if necessary, replacement of the ABS module.

{¶11} According to Appellant’s testimony, the used engine was procured by Appellee from “Salem or somewhere. Columbiana County.” (10/21/25 Trial Tr., p. 35). She drove the vehicle from the repair shop to her residence after the used engine was installed, then did not drive it again until the day before the fire. (*Id.*).

{¶12} Appellant was returning from a camping trip at Lake Berlin with a friend, “one of the kids[,] and the dog” on August 11, 2023 when the vehicle caught fire roughly a mile from her residence. (*Id.* at p. 28). According to the loss form and inventory of lost property, the contents of the vehicle included an Apple watch, multiple iPhones, multiple iPads, various additional electronic devices, a \$500 purse, \$415 in cash, groceries totaling \$315.28, and various clothing and camping equipment.

{¶13} In her discovery responses, Appellant conceded she could not identify any defect in Appellee’s installation of the used engine, and did not know the reason that the engine caught fire on August 11, 2023. (*Id.* at p. 39). The only evidence in the record to establish the used engine itself caught fire is Appellant’s affirmation of her statement in the discovery requests that “[w]hat is known is that the engine caught on fire.” (*Id.*).

{¶14} Although Appellant conceded she received the fair market value for the vehicle, she testified she did not receive “any compensation from the insurance company for the motor.” (*Id.* at p. 31-32). On cross-examination, Appellant admitted she was

seeking damages based on the loss of the “same items” of personal property for which she was compensated by State Farm. (*Id.* at p. 43-44).

{¶15} Appellee testified he had been unemployed for twenty years but had “worked” as an automobile mechanic for the last ten years “as a hobby.” (*Id.* at p. 8-9). When Appellee was asked if he was paid for his work, he responded, “I’m not actually on a payroll or anything,” and continued, “I don’t do, you know, taxes or anything like that.” (*Id.* at p. 9).

{¶16} Appellee, who was 61 years old at the bench trial, began working on automobiles when he was sixteen. He had installed twenty automobile engines in his lifetime. He provided the following explanation of the installation of the used engine:

A: You unbolt it from the transmission, disconnect the wiring harness, gas line, unbolt it from the engine mounts, and lift it out of the motor -- out of the car.

Q. And then when you put the new one in?

A. Vice versa.

Q. Okay. And so what do you attach to the new motor?

A. All the original parts that were -- when you buy a motor, you don't get the alternator, starter, and all that. You just get the actual block, which is the motor. And you install all those parts back onto the motor, and put it back in the same way you took it out.

Q. Okay. And walk me through the testing you do after you install a motor.

A. Testing?

Q. Right.

A. You just fill it up with your fluids, run it, and if you can see any leaks anywhere of antifreeze, gasoline. That's basically about it.

Q. Okay. And if there was a problem with, for instance, a gas line or something, would you know about that immediately?

A. Yes.

Q. Why would you know about that immediately?

A. You'd smell it or see it.

Q. Okay.

A. Yeah. It's very strong.

(*Id.* at p. 15-16).

{¶17} Appellee was unaware of any installation defect that could result in an engine fire. (*Id.* at p. 17). Appellee denied having performed any work on the ABS or the electrical system. (*Id.* at p. 18-19).

{¶18} Appellee testified the sole reason for printing his name and telephone number on the form repair order was to “prov[e] that [he] accepted the check.” (*Id.* at p. 10). He included the thirty-day warranty because “junkyards give thirty-day warranty of their parts.” (*Id.* at p. 11). Appellee further testified, “if there was any issue within the 30 days, that the junkyard would cover it.” (*Id.*).

{¶19} On cross-examination, Appellee was asked “who did you give a thirty-day warranty to,” and Appellee responded, “I assume I gave it to her, because I wrote it on the [form repair order].” (*Id.*). Appellee was then asked “when you issued this warranty in 2023, you were warranting the engine against any failure that occurred within a thirty-day period,” and Appellee responded, “[c]orrect.” (*Id.* at p. 23). On redirect, Appellee identified potential engine failures covered under the express warranty to include a piston locking up and the engine jamming or not starting. (*Id.* at p. 24).

{¶20} According to Appellee, he gave “Carmen [Belasco] the money for the motor.” Appellee identified Carmen as the owner of Quality Auto Repair. (*Id.* at p. 12). Carmen purchased the engine then notified Appellee that the engine was at the shop. (*Id.* at p. 47). Appellee testified Carmen provided the warranty to Appellant “through

[Appellee].” (*Id.* at p. 48). Appellee continued, “[Carmen] said ‘30-day warranty.’ I wrote it down on the receipt.” (*Id.*).

{¶21} At the conclusion of Appellant’s case, Appellee moved for a directed verdict based on Appellant’s failure to offer expert testimony on the elements of defect and causation. He further argued Appellant had been fully compensated for her loss. The Magistrate took the motion and the merits under advisement.

{¶22} With leave of Court, Appellant filed proposed findings of fact and conclusions of law on December 10, 2025. Appellant conceded she had offered no evidence to support her negligent installation claim and waived it for the purposes of the merits decision. Appellant requested damages in the amount of \$14,336.83, the sum of the full value of the used motor and the cost of installation (\$7,530) and the full value of the personal property (\$6,806.83).

{¶23} On January 8, 2026, the Magistrate issued findings of fact and conclusions of law. Based on the recall notice establishing the propensity of the defect in the ABS to cause an engine fire, the Magistrate found Appellant was required to offer expert testimony on the element of causation, citing *Dawn Court Assocs. v. Cristia*, 761 N.E.2d 705, 707 (2002) (expert testimony required to establish reasonable cost to repair a building). In the alternative, the Magistrate found Appellant’s losses had been recovered due to her automobile insurance policy, and therefore, any recovery from Appellee would constitute an impermissible double recovery, citing *State v. Jacobs*, 2018-Ohio-671 (2d Dist.) (restitution in criminal cases reduced by insurance payment received). Finally, the Magistrate found the motion for directed verdict was rendered moot due to the resolution on the merits.

{¶24} Appellant filed her “initial” objections to the Magistrate’s findings of fact and conclusions of law on January 8, 2026. She reserved the right to supplement her objections following the completion of a trial transcript, however no supplement was filed. In her objections, Appellant argued no expert testimony on causation was required because she had waived her negligence claim. Next, Appellant argued the Magistrate had conflated the negligence claim with the express warranty claim provided by Appellee on the used engine. Appellant asserted the unconditional warranty extended to “any and all events.” (2/9/26 Objections, p. 3). However, rather than predicated her breach of

warranty claim exclusively on a broad reading of the unconditional warranty, she instead relied on a foreseeability argument. Appellant argued a seasoned mechanic should have been aware of the recall notice on the ABS and should have conditioned the express warranty to defects in the engine only. Third, Appellant argued the Magistrate erred in concluding Appellant had been fully compensated for her loss. Finally, Appellant argued the Magistrate erred in granting Appellee's motion for a directed verdict. Appellee filed his response to the objections on February 24, 2026.

{¶25} In the judgment entry, the municipal court adopted the findings of fact and conclusions of law of the Magistrate. The municipal court first acknowledged "[Appellant's] sole objection and argument rests on what she contends is [Appellee's] obligation to honor a thirty-day express warranty on an installed engine *regardless of the cause of the fire*." (Emphasis added) (3/11/2026 J.E., p. 2). The municipal court opined, "[t]he fact that a warranty exists and that [Appellee] did not honor the warranty, in and of itself, does not meet [Appellant's] burden to show breach of the express warranty.] No evidence was presented to prove [Appellee] more likely than not was responsible for the fire to [Appellant's] engine." (*Id.*). The municipal court added "[a]s an aside, while much attention has been given to the warranty, nothing was mentioned about the disclaimer in the warranty[,] which indicates [Appellee] is '[n]ot responsible for theft, fire, or acts of nature.'" (*Id.*). Next, the municipal court agreed any compensation paid by Appellee would constitute an impermissible double recovery. Finally, the municipal court opined the motion for a directed verdict was moot due to the decision on the merits.

{¶26} This timely appeal followed.

ANALYSIS

ASSIGNMENT OF ERROR NO. 1

THE TRIAL COURT ERRED WHEN IT AFFIRMED THE MAGISTRATE'S ORDER IN FAVOR OF APPELLEE BUT FAILED TO CORRECTLY APPLY OHIO LAW GOVERNING EXPRESS WARRANTIES.

{¶27} "In order to establish a breach of express warranty, a plaintiff must show: (1) a warranty existed; (2) the product failed to perform as warranted; (3) plaintiff provided

the defendant with reasonable notice of the defect; and (4) plaintiff suffered injury as a result of the defect.” *Bd. of Edn. of Martins Ferry City School Dist. v. Colaianni Constr., Inc.*, 2023-Ohio-2285, ¶ 88 (7th Dist.). The statutory foundation for express warranty claims involving the sale of goods is R.C. 1302.26, Ohio’s codification of U.C.C. Article 2. R.C. 1302.26(A) reads in relevant part:

(1) Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.

(2) Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description.

{¶28} The burden of establishing each element by a preponderance of the evidence rests on the buyer. R.C. 1302.65(D). For damages, R.C. 1302.88 provides the measure of damages for breach of warranty is the difference between the value of the goods as accepted and the value they would have had if they had been as warranted, with incidental and consequential damages also recoverable in a proper case.

{¶29} Appellant argues Appellee is a “merchant,” defined by R.C. 1302.01(A)(5) as “a person who deals in goods of the kind or otherwise by the person’s occupation holds the person out as having knowledge or skill peculiar to the practices or goods involved in the transaction or to whom such knowledge or skill may be attributed by the person’s employment of an agent or broker or other intermediary who by the agent’s, broker’s, or other intermediary’s occupation holds the person out as having such knowledge or skill.” Appellant reasons “Appellee sold an engine to [Appellant] that by reason of Appellee’s status as a merchant he should have known was subject to a 2022 recall.” (Appellant’s Brf., p. 12). Because the express warranty does not carve out an exception for fire caused by the ABS, Appellant asserts “[Appellee] warranted the engine against any occurrence.” (*Id.*). At oral argument, Appellant asserted Appellee warranted the engine “against any condition for a period of thirty days.”

{¶30} Similarly, in her reply brief, Appellant concedes the defect was in the ABS system, but then asserts the recall created a jury question on causation and breach of warranty. Appellant writes:

The facts demonstrated that the culprit was placing an engine into an automobile that had a known proclivity to catch fire *because of a braking system defect*. An engine should not have been sold to Appellant or placed into [the vehicle] until the recall condition was corrected. Appellee as a merchant, should have known this. *The temporal proximity of the fire to the installation combined with the absence of other plausible causes, is sufficient under Ohio law to create a jury question on causation and breach of warranty*. Appellant should have been advised that placing an engine into her car without correction of the recall condition was unreasonably dangerous.

(Emphasis added) (Appellant's Reply, p. 1-2).

{¶31} Pursuant to statute, an express warranty is created by any affirmation of fact or promise made by the seller to the buyer *which relates to the goods* and becomes part of the basis of the bargain and creates an express warranty that *the goods* shall conform to the affirmation or promise. (Emphasis added) R.C. 1302.26(A). Appellee concedes there is an express warranty on the used engine.

{¶32} Appellant argues the express warranty, which contains no exclusions, should be read to include a motor fire that was not caused by a defect in the warranted product, but instead, a defect in an unwarranted component. However, in Ohio, a plaintiff seeking to enforce an express warranty must show the product itself failed to perform as warranted and damages were caused by the defect in the warranted part. While we agree the language in the express warranty is broad and should be broadly construed, we find it does not apply to an automotive component other than the product sold and warranted by Appellee.

{¶33} Ohio courts have extended an express warranty to other automotive components, but only where evidence established a defect in the warranted product

caused damage to the other automotive component. In *Erwin v. Best Buy Auto Sales, Inc.*, 2003-Ohio-6770 (11th Dist.), the express warranty in a sales agreement covered engine components. The warranty company refused to cover engine damage, because it concluded the engine damage was the result of a broken timing belt, which was not a covered component. The Eleventh District found there was competent, credible evidence (including mechanic testimony, repair orders, and photographs) that defective engine lifters — which were covered — directly caused the engine damage, even though an uncovered component (the timing belt) was also involved in the chain of events.

{¶34} *Erwin* introduces a qualification to the general rule: even if the component that ultimately fails is not itself covered by the warranty, coverage may extend if competent, credible evidence establishes the defect in the warranted product directly caused the failure in the other component and the resulting injury. *Erwin* requires evidence of a defect in the warranted product and causation.

{¶35} Here, Appellant argues the opposite — a defect in a component part that is not covered by the express warranty, but is the subject of a recall that warns of potential damage to the warranted part, should be covered by the unconditional express warranty. This argument fails for two reasons.

{¶36} First, Appellant concedes there is no evidence to establish there was a defect in the used motor. She concedes for purposes of this appeal that the defect was in an unwarranted component, namely the ABS. Therefore, she is unable to carry her burden of proof with respect to the second and fourth elements of an express warranty in Ohio, that is, the product did not perform as warranted and Appellant's injury was a result of the defect. Pursuant to statute, an express warranty is created by any affirmation of fact or promise made by the seller to the buyer *which relates to the goods* and becomes part of the basis of the bargain and creates an express warranty that *the goods* shall conform to the affirmation or promise.

{¶37} Second, Appellant's interpretation of the express warranty in this case would impose an unreasonable duty on a merchant to conduct an investigation of component parts in a vehicle for potential defects that may impact the warranted product based on the broad terms of the express warranty. Although Appellant waived her negligent installation claim, she attempts to resurrect it by arguing Appellee owed a duty

of care to Appellant, which included an investigation of component parts not covered by the express warranty. While we agree the express warranty in this case must be broadly interpreted, we decline Appellant's invitation to extend the express warranty beyond a defect in the warranted product.

{¶38} As Appellant concedes in this appeal that the cause of the fire was the ABS system, rather than the warranted product, or in the alternative that she has no evidence to show the defect that caused the fire was in the used engine, we find Appellant has failed as a matter of law to establish the essential elements of an express warranty claim in Ohio. Therefore, we affirm the trial court's decision albeit on other grounds. As a consequence, we find Appellant's first assignment of error has no merit.

ASSIGNMENT OF ERROR NO. 2

THE TRIAL COURT ERRED WHEN IT DETERMINED A FIRE DISCLAIMER WAS A PROVISION WITHIN THE PARTIES' CONTRACT.

ASSIGNMENT OF ERROR NO. 3

THE TRIAL COURT ERRED WHEN IT FOUND APPELLANT HAD NO PECUNIARY DAMAGE EVIDENCE.

{¶39} Based on our resolution of the first assignment of error, we find the second and third assignments of error are moot.

CONCLUSION

{¶40} For the foregoing reasons, the March 11, 2026 judgment entry of the Youngstown Municipal Court is affirmed, albeit on other grounds.

Robb, J., concurs.

Hanni, J., concurs.

For the reasons stated in the Opinion rendered herein, we find the first assignment of error has no merit and the second and third assignments of error are moot. It is the final judgment and order of this Court that the judgment of the Youngstown Municipal Court of Mahoning County, Ohio, is affirmed on other grounds. Costs to be taxed against the Appellant.

A certified copy of this opinion and judgment entry shall constitute the mandate in this case pursuant to Rule 27 of the Rules of Appellate Procedure. It is ordered that a certified copy be sent by the clerk to the trial court to carry this judgment into execution.

NOTICE TO COUNSEL

This document constitutes a final judgment entry.