

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

STATE OF OHIO, ex rel.	)	
ATTORNEY GENERAL	)	Case No:
MICHAEL DEWINE	)	
30 East Broad Street, 14 <sup>th</sup> Floor	)	
Columbus, Ohio 43215	)	
	)	
PLAINTIFF,	)	Judge:
	)	
v.	)	
	)	
IDEAL MOTORCARS, LLC	)	<u>COMPLAINT, REQUEST FOR</u>
Saththia Lingan	)	<u>DECLARATORY AND</u>
Statutory Agent	)	<u>INJUNCTIVE RELIEF,</u>
2424 Shroton Court	)	<u>CONSUMER DAMAGES, CIVIL</u>
Powell, Ohio 43065	)	<u>PENALTIES, AND COURT</u>
	)	<u>COSTS</u>
and	)	
	)	
SATHTHIA LINGAN	)	
2424 Shroton Court	)	
Powell, Ohio 43065	)	
	)	
and	)	
	)	
KANDIAH LINGAN	)	
2424 Shroton Court	)	
Powell, Ohio 43065.	)	
	)	
DEFENDANTS.	)	

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**JURISDICTION AND VENUE**

1. Plaintiff, State of Ohio, by and through counsel, the Attorney General of Ohio, Michael DeWine, having reasonable cause to believe that violations of Ohio's consumer protection laws have occurred, brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by R.C. 1345.07.

2. The actions of Defendants, hereinafter described, have occurred in the State of Ohio, and as set forth below are in violation of the Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq. and the Certificate of Motor Vehicle Title Act 4505.01 et seq.
3. The Defendants are “suppliers” as defined in R.C. 1345.01(C) because the Defendants were, at all times relevant hereto, engaged in the business of affecting consumer transactions either directly or indirectly by soliciting and selling goods or services to consumers in the State of Ohio for purposes that were primarily for personal, family or household use, within the meaning specified in R.C. 1345.01(A).
4. Defendants, as described below, engaged in “consumer transactions” by offering for sale, selling or financing the purchase of 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).
5. The actions of Defendants, hereinafter described, have occurred in the State of Ohio and Franklin County.
6. Jurisdiction over the subject matter lies with this Court pursuant to the CSPA, R.C. 1345.04.
7. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(2) and (3), as Defendants conducted their business from their location in Franklin County and engaged in the transactions and conduct complained of therein.

**STATEMENT OF FACTS**

8. Defendant Ideal Motorcars, LLC (“Ideal”) is a limited liability company that is registered with the Ohio Secretary of State.
9. Ideal operated from two different locations at 3613 Indianola Avenue, Columbus, Ohio 43214 and at 6400 Huntley Road, Columbus, Ohio 43229.
10. At all times relevant to this complaint, Ideal was engaged in the business of buying and selling used vehicles from both locations.
11. Defendant Saththia Lingan is an individual whose last known address is 2424 Shroton Street, Powell, Ohio 43065.
12. Upon information and belief, Saththia Lingan is a co-owner of Ideal, and he exercised the authority to establish, implement, or alter the policies of Ideal and committed, allowed, directed, ratified, or otherwise caused the following unlawful acts and practices to occur.
13. Defendant Kandiah Lingan is an individual whose last known address is 2424 Shroton Street, Powell, Ohio 43065.
14. Upon information and belief, Kandiah Lingan is a co-owner of Ideal, and he exercised the authority to establish, implement, or alter the policies of Ideal and committed, allowed, directed, ratified, or otherwise caused the following unlawful acts and practices to occur.
15. The Ideal Defendants were at all times relevant to this action engaged in the business of soliciting, promoting, purchasing, selling, financing and collecting the proceeds of the sales of used motor vehicles from their locations in Columbus to consumers residing in Franklin County, as well as other Ohio counties.

16. The Defendants, operating under the name Ideal Motorcars, LLC, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
17. At all relevant times hereto, the Defendants held license #UD021516 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing them to engage in the business of displaying or selling at retail or wholesale used motor vehicles at 3613 Indianola Avenue, Columbus, Ohio 43214.
18. At all relevant times hereto, the Defendants held license #UD022335 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing them to engage in the business of displaying or selling at retail or wholesale used motor vehicles at 6400 Huntley Road, Columbus, Ohio 43229.
19. The Defendants continued to operate the 6400 Huntley Road, Columbus location even though their dealer license to sell used vehicles had expired and had not been renewed.
20. At all relevant times hereto, the Defendants were displaying or selling used motor vehicles at both Ideal locations.
21. The Defendants displayed for sale and sold used motor vehicles without obtaining a certificate of title for the vehicles in their name, and without possessing a bill of sale for each motor vehicle displayed.
22. The Defendants sold the motor vehicles to consumers in the ordinary course of business and failed to apply for certificates of title in the name of the retail purchaser on or before the thirtieth day following the date of the sale.

23. The Defendants sold motor vehicles to consumers in the ordinary course of business and failed to obtain certificates of title in the name of the retail purchaser on or before the fortieth day following the date of the sale.
24. The Defendants received payment from retail purchasers and/or third parties on behalf of retail purchasers in full satisfaction for the purchase of the motor vehicles.
25. As a result of the Defendants' conduct, retail purchasers have been unable to obtain certificates of title to their used motor vehicles and have filed more than eighty complaints with Plaintiff pursuant to Ohio's Title Defect Recision ("TDR") statute, R.C. 4505.181.
26. The Defendants also entered into arrangements with retail purchasers whereby the Defendants accepted a retail purchaser's current motor vehicle as a trade-in or agreed to facilitate the sale of consumers' motor vehicles.
27. On several occasions, clear title to the motor vehicles could not be obtained because the motor vehicles were encumbered with preexisting liens due to prior transactions in which the retail purchasers engaged.
28. In order to facilitate their own transactions, and as an integral part of the transactions with retail purchasers, the Defendants agreed to remit the preexisting lien balance to the lien holders. In exchange for the Defendants' promises, retail purchasers assigned their rights and interests in the vehicles to the Defendants by executing powers of attorney and other related documents.
29. The Defendants failed to pay off the preexisting lien payoffs as agreed. As a result, the Defendants were unable to obtain clear title to the motor vehicles, and

retail purchasers were still held liable for the unpaid balance of loans and/or leases in the motor vehicles.

30. Even though clear title could not be obtained in the Defendants' names, the Defendants subsequently sold the motor vehicles to other retail purchasers. The subsequent retail purchasers paid money for motor vehicles which were not titled in the Defendants' names at the time of purchase and for which the Defendants knew they would be unable to obtain title.
31. The total value of the consumer claims thus far exceeds \$500,000.00.
32. TDR consumer claims totaling \$145,804.10 thus far were paid from the TDR Fund, administered by the Ohio Attorney General's Office, after the Defendants failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.

**PLAINTIFF'S FIRST CAUSE OF ACTION: VIOLATIONS OF THE CSPA**

**Count I – Failure to Deliver**

33. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Two (1-32) of this Complaint.
34. The Defendants committed unfair or deceptive acts or practices in violation of the Failure to Deliver Rule, O.A.C. 109:4-3-09(A) and the CSPA, R.C. 1345.02(A), by accepting money from consumers for goods and services and then permitting eight weeks to elapse without making shipment or delivery of the goods and services ordered, making a full refund, advising the consumer of the duration of an extended delay and offering to send a refund within two weeks if so requested,

or furnishing similar goods or services of equal or greater value as a good faith substitute.

35. The acts or practices described above have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. The Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**Count II – Unfair and Deceptive Practices**

36. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Two (1-32) of this Complaint.

37. The Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by:

A. Entering into arrangements with retail purchasers whereby the Defendants accepted retail purchasers' current motor vehicles as trade-ins or agreed to facilitate the sale of consumers' motor vehicles and then failed to pay off pre-existing liens on the motor vehicles.

B. Selling used motor vehicles encumbered with pre-existing liens to retail purchasers so that retail purchasers paid money for motor vehicles which were not titled in the Defendants' names at the time of purchase, and for which the Defendants knew they would be unable to obtain title.

38. The acts or practices described in paragraph 37 of the complaint have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. The Defendants committed said violations after such decisions were available for

public inspection pursuant to R.C. 1345.05(A)(3).

**Count III – Unconscionable Consumer Sales Practices**

39. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Two (1-32) of this Complaint.

40. The Defendants have committed unconscionable acts or practices in connection with consumer transactions in violation of the CSPA, R.C. 1345.03 by:

- A. Entering into consumer transactions while knowing of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction by displaying for sale or selling used motor vehicles when there was no reasonable probability based upon its precarious financial condition that the Defendants could secure certificates of title to the motor vehicles in compliance with R.C. 4505.181(A)(2).
- B. Collecting monies as part of the sales contracts for the purpose of paying the secured liens on consumers' traded vehicles and then failing to remit payment to the secured lenders.
- C. Selling the consumers' vehicles to other retail purchasers who paid money for motor vehicles which were not titled in the Defendants' names at the time of purchase, and for which the Defendants knew they would be unable to obtain title.

41. The acts or practices described in paragraph 40 above have been previously determined by an Ohio court to violate the CSPA, R.C. 1345.01 et seq. The Defendants committed said violations after such decision was available for public

inspection pursuant to R.C. 1345.05(A)(3).

**PLAINTIFF'S SECOND CAUSE OF ACTION: VIOLATIONS OF THE MOTOR  
VEHICLE TITLE ACT**

**Count I – Failure to Obtain Title**

42. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Thirty-Two (1-32) of this Complaint.

43. The Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by:

A. 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).

B. Selling or transferring used motor vehicles to Ohio retail purchasers and failing to apply for certificates of title in the name of the retail purchasers on or before the thirtieth day following the date of the sale as required by R.C. 4505.06(A)(5)(b).

C. 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).

44. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. The Defendants committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

**PRAYER FOR RELIEF**

Wherefore, Plaintiff respectfully requests that this Court:

1. **ISSUE A DECLARATORY JUDGMENT**, pursuant to R.C. 1345.07(A)(1) declaring that each act or practice described above violates the CSPA, R.C. 1345.01 et seq. in the manner set forth therein.
2. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining Defendants and their agents, servants, representatives, salespeople, employees, successors or assigns and all persons acting in concert or participating with them, directly or indirectly, from engaging in the acts or practices of which Plaintiff complains and from further violation of the CSPA, R.C. 1345.01 et seq.
3. **ISSUE A PERMANENT INJUNCTION**, pursuant to R.C. 1345.07(A)(2), enjoining the Defendants from engaging in further consumer transactions as a supplier until all consumer restitution awarded under this action has been paid.
4. **ORDER** the Defendants jointly and severally, pursuant to R.C. 1345.07(B), to reimburse all consumers damaged by their unfair and deceptive acts or practices, including non-economic damages.
5. **ORDER** the Ideal defendants jointly and severally, pursuant to R.C. 1345.52, to reimburse the TDR Fund all monies paid to consumers and deficiencies in the

fund caused by the unfair and deceptive acts and practices of the Defendants as set forth in this complaint

6. **ASSESS, FINE, AND IMPOSE** upon the Ideal defendants a civil penalty of Twenty Five Thousand Dollars (\$25,000) for each appropriate violation described herein pursuant to R.C. 1345.07(D).
7. **ORDER** that Defendants Saththia Lingan and Kandiah Lingan be prohibited from maintaining, applying for or granted an auto dealer or salespersons license under Chapter 4517 of the Revised Code.
8. **GRANT** the Ohio Attorney General its costs in bringing this action.
9. **ORDER** Defendants to pay all court costs.
10. **GRANT** such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

MICHAEL DEWINE  
Ohio Attorney General



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