

4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(C)(1), (2), and (3), in that Butler County is where Defendant resides, where Defendant's principal place of business was located, and where Defendant conducted some of the transactions complained of herein.
5. Defendant 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).

STATEMENT OF FACTS

6. Defendant Messaoud Choubane ("Choubane") is a natural person whose residence is located at 5367 Pine Valley Drive, West Chester, OH 45069.
7. Defendant Choubane owned and operated UNI Auto Sales.
8. UNI Auto Sales is a registered trade name that has been registered with the Ohio Secretary of State since January 28, 2015.
9. The principal place of business for UNI Auto Sales was 3201 Dixie Highway, Hamilton, OH 45015.
10. Defendant Choubane dominated, controlled, directed, and approved the business activities and sales conduct of UNI Auto Sales at the time of the violations set forth in this Complaint and caused, personally participated in, or ratified the acts and practices of UNI Auto Sales, as described in this Complaint.
11. Defendant was 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 his location in Butler County to consumers residing in Butler and other Ohio counties.

12. Defendant, operating under the name UNI Auto Sales, solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
13. At all relevant times hereto, Defendant held license #UD019992 issued by the State of Ohio under R.C. 4517.01 *et seq.*, allowing him to engage in the business of displaying or selling at retail or wholesale used motor vehicles.
14. At all relevant times hereto, Defendant displayed and sold used motor vehicles at the UNI Auto Sales location at 3201 Dixie Highway, Hamilton, OH 45015.
15. Defendant failed to file applications for certificate of title within Thirty (30) days after the assignment of delivery of motor vehicles.
16. Defendant failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
17. Title Defect Recision (“TDR”) consumer claims totaling \$26,655.50 thus far have been paid from the TDR Fund, administered by the Ohio Attorney General’s Office, after Defendant failed to obtain certificates of title on or before the Fortieth (40th) day after the sale of motor vehicles.
18. R.C. 4505.181 requires that a dealer post a bond in an amount not less than \$25,000 after the Attorney General has paid a retail purchaser of the dealer from the TDR Fund.
19. After a payout was made from the TDR Fund, Defendant continued to operate without posting a bond.
20. R.C. 4517.02(A)(3) requires a dealer be licensed as a motor vehicle leasing dealer before regularly making available, offering to make available, or arranging for another person to

use a motor vehicle pursuant to a lease.

21. Defendant regularly made available, offered to make available, or arranged for another person to use a motor vehicle pursuant to a lease without being licensed as a motor vehicle leasing dealer.

CAUSE OF ACTION
VIOLATIONS OF THE CSPA

22. Plaintiff incorporates by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Twenty-One (1-21) of this Complaint.
23. Defendant engaged in unfair or deceptive acts and practices in violation of the CSPA, R.C. 1345.02 by failing to file applications for certificates of title within Thirty (30) days after the assignment of delivery of motor vehicles as required by R.C. 4505.06(A)(5)(b).
24. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling motor vehicles to consumers, in the ordinary course of business, and then failing to obtain certificates of title on or before the Fortieth (40th) day after the sale of the motor vehicles as required by R.C. 4505.181(B)(1).
25. Defendant failed to post a bond after the Attorney General paid retail purchasers of the dealer from the TDR Fund due to Defendant's failure to deliver titles to purchasers, as required by R.C. 4505.181(A)(2).
26. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by regularly making available, offering to make available, or arranging for another person to use a motor vehicle pursuant to bailment, lease, sublease, or other contractual arrangement under which a charge is made for its use at a periodic rate for a term of thirty days or more, and title to the motor vehicle remains in the motor vehicle leasing dealer who originally leases it without being licensed as a motor vehicle leasing

dealer under sections R.C. 4517.01 to 4517.45, as required by R.C. 4517.02(A)(3).

27. The acts or practices described in paragraphs 23-25 have been previously determined by Ohio courts to violate the CSPA. Defendant 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 grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendant, doing business under his own name or any other name, his agents, representatives, salesmen, employees, successors, or assigns, and all persons acting in concert and participation with him, directly or indirectly, from committing any unfair, deceptive, or unconscionable acts or practices that violate the CSPA or the Certificate of Motor Vehicle Title Act including, but not limited to, violating the specific provisions alleged to have been violated herein.
- B. DECLARE that each act or practice complained of herein violates the CSPA and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 et seq., in the manner set forth in this Complaint.
- C. ORDER Defendant to pay damages to all consumers injured by Defendant's unfair or deceptive acts or practices and Defendant's motor vehicle title violations.
- D. ORDER Defendant liable for reimbursement to the TDR Fund for funds expended to resolve title defects caused by Defendant's motor vehicle title violations.
- E. ASSESS, FINE, AND IMPOSE upon Defendant a civil penalty of Twenty-Five Thousand Dollars (\$25,000.00) for each of the appropriate unfair or deceptive acts alleged in the Complaint, pursuant to R.C. 1345.07(D).

- F. ISSUE AN INJUNCTION prohibiting Defendant from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as the has satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with consumer transactions.
- G. Order that Defendant Messaoud Choubane be prohibited from applying for or maintaining an auto dealer or salesperson license under Chapter 4517 of the Revised Code.
- H. Order Defendant to pay all court costs.
- I. GRANT plaintiff its costs in bringing this action, including, but not limited to, the costs of collecting on any judgment awarded.
- J. GRANT such other relief as the Court deems to be just, equitable, and appropriate.

Respectfully submitted,

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