

(CSPA), R.C. 1345.01 *et seq.*, and the Certificate of Motor Vehicle Title Act, R.C. 4505.01 *et seq.*

3. Jurisdiction over the subject matter of this action lies with this Court pursuant to R.C. 1345.04 of the CSPA.
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 Defendants reside, where Defendants' principal place of business was located, and where Defendants conducted some of the transactions complained of herein.
5. Defendants are "suppliers" as that term is defined in R.C. 1345.01(C) as Defendants were, 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 Brandon L. Adkins ("Adkins") is a natural person whose residence is located at 6727 Apache Way, West Chester, OH 45069.
7. Defendant Adkins owned and operated Anytime Auto Sales Inc.
8. Anytime Auto Sales Inc. is a for-profit corporation that has been registered with the Ohio Secretary of State since October 5, 2015.
9. The principal place of business for Anytime Auto Sales Inc. is 1914 Central Ave., Middleton, OH 45044.
10. Defendant Adkins dominated, controlled, directed, and approved the business activities and sales conduct of Anytime Auto Sales Inc. at the time of the violations set forth in this

Complaint and caused, personally participated in, or ratified the acts and practices of Anytime Auto Sales Inc., as described in this Complaint.

11. 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 location in Butler County to consumers residing in Butler and other Ohio counties.
12. Defendants, operating under the name Anytime Auto Sales Inc., solicited individual consumers to enter into consumer transactions, specifically for the sale of used motor vehicles.
13. At all relevant times hereto, Defendants held license #UD021417 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.
14. At all relevant times hereto, Defendants displayed and sold used motor vehicles at the Anytime Auto Sales Inc. location at 1914 Central Ave., Middleton, OH 45044.
15. Defendants failed to file applications for certificate of title within Thirty (30) days after the assignment of delivery of motor vehicles.
16. Defendants 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 \$17,535.00 thus far have been paid from the TDR Fund, administered by the Ohio Attorney General’s Office, after Defendants 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, Defendants continued to operate without posting a bond.
20. Defendants informed consumers that their motor vehicles were covered by an extended warranty service.
21. When consumers needed repairs to their motor vehicles, they were informed that there was no extended warranty.

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. Defendants 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. Defendants 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. Defendants continued to do business and failed to post a bond after the Attorney General paid retail purchasers of the dealer from the TDR Fund due to Defendants' failure to deliver titles to purchasers, as required by R.C. 4505.181(A)(2).
26. Defendants engaged in unfair or deceptive acts and practices in violation of R.C. 1345.02(A) and R.C. 1345.02(B)(10) of the CSPA by representing that consumer transactions involved a warranty when they did not.

27. Such acts and practices have been previously determined by Ohio courts to violate the CSPA. 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 grant the following relief:

- A. ISSUE A PERMANENT INJUNCTION, pursuant to R.C. 1345.07(A)(2), enjoining Defendants, doing business under their own name or any other name, their agents, representatives, salesmen, employees, successors, or assigns, and all persons acting in concert and participation with them, 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 Defendants to pay damages to all consumers injured by Defendants' unfair or deceptive acts or practices and Defendants' motor vehicle title violations.
- D. ORDER Defendants liable for reimbursement to the TDR Fund for funds expended to resolve title defects caused by Defendants' motor vehicle title violations.
- E. ASSESS, FINE, AND IMPOSE upon Defendants 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 Defendants from engaging in business as a supplier in any consumer transaction in the State of Ohio until such time as they have satisfied all monetary obligations ordered by this Court, and any other court in Ohio, in connection with consumer transactions.
- G. Order that Defendant Brandon L. Adkins be prohibited from applying for or maintaining an auto dealer or salesperson license under Chapter 4517 of the Revised Code.
- H. Order Defendants 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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