

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

STATE OF OHIO, <i>ex rel.</i>	:	
MICHAEL DEWINE	:	CASE NO.
ATTORNEY GENERAL OF OHIO	:	
30 East Broad Street, 14 th Floor	:	JUDGE
Columbus, Ohio 43215	:	
	:	
Plaintiff,	:	<u>COMPLAINT, REQUEST FOR</u>
	:	<u>DECLARATORY JUDGMENT,</u>
v.	:	<u>INJUNCTIVE RELIEF, CONSUMER</u>
	:	<u>RESTITUTION AND CIVIL PENALTIES</u>
	:	
KEVIN L. HUNTER, Individually	:	
Dbas KELVIN HUNTER	:	
Dbas KEVON HUNTER	:	
6045 ELBROOK AVENUE	:	
CINCINNATI, OHIO 45237	:	
	:	
Defendant.	:	

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 the Ohio Consumer Sales Practices Act (“CSPA”), R.C. 1345.01 et seq.
2. The actions of Defendant Kevin L. Hunter, also doing business as Kelvin Hunter and/or Kevon Hunter (“Defendant”), hereinafter described, occurred in Hamilton County and the State of Ohio, and as set forth below are in violation of the CSPA, R.C. 1345.01 et seq. and its Substantive Rules.
3. Jurisdiction over the subject matter lies with this Court pursuant to R.C. 1345.04 the CSPA.
4. This Court has venue to hear this case pursuant to Ohio Civ. R. 3(B)(1)-(3), in that Defendant resides in and operated his business from Hamilton County Ohio and the

transactions complained of herein and out of which this action arose occurred in Hamilton County, Ohio.

DEFENDANT

5. Defendant is an individual who resided at all times relevant herein in Hamilton County, at 6045 Elbrook Avenue, Cincinnati, Ohio 45237.
6. Defendant, individually, or in concert with or through agents, is engaged in the business of advertising, supplying, promoting, and selling consumer goods, whereby Defendant, individually, allowed, directed, ratified, or otherwise caused the unlawful acts and practices described in this Complaint to be conducted either by Defendant or by other agents of Defendant.
7. 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 consumer transactions by advertising, marketing and selling goods on websites, including www.craigslist.com, to consumers from a location in Hamilton to consumers located outside the State of Ohio for purposes that were primarily personal, family or household within the meaning specified in R.C. 1345.01(A) and (D).

STATEMENT OF FACTS

8. At all times relevant to this action, Defendant advertised, offered for sale, and sold various goods via websites including, www.craigslist.com, from a location within the State of Ohio, including Hamilton County, to consumers throughout the country.
9. Defendant placed many advertisements on websites, including www.craigslist.com, using his own or other individuals’ names, “user ids” or other login names, soliciting consumers to enter into consumer transactions for goods including but not limited to automobile parts and electronics.

10. Most of the time, Defendant's advertisements included a photograph of the specific goods which he purportedly offered for sale.
11. Defendant advertised or promised prompt delivery of the goods, directed consumers to send payments for the goods through wire transfer services payable to his own name, other individuals' names or fictitious names, where he received consumers' funds at wire transfer payout locations in Hamilton County and other Ohio counties. He then failed to deliver the goods and failed to make refunds to consumers.
12. Defendant entered into consumer transactions for the sale of goods knowing of the inability of consumers to receive substantial benefits from the subject of the consumer transactions.
13. Defendant sold goods without taking reasonable steps to acquire the goods he offered for sale.
14. Defendant advertised and sold goods without having ownership or possession of the goods and failed to disclose to buyers that the goods were not in his possession.
15. At times, Defendant informed consumers that his father was an employee of United Parcel Service so that consumers would be reassured that shipping the goods would not be an additional cost or an issue of concern.
16. At times, Defendant informed consumers that he recently relocated to Ohio from the state in which he was posting the advertisement so that potential buyers would not be suspicious as to why he was advertising goods for sale in one state but directing buyers to send their money to him in Ohio.
17. Defendant included a cellular telephone phone number in his advertisements and encouraged potential buyers to call or text him if interested in purchasing the goods he offered for sale. Defendant communicated and provided payment instructions to buyers via telephone and text messages.

18. Defendant changed his cellular telephone number numerous times so that consumers to whom he failed to deliver products and to whom he owed refunds no longer had a method to reach him.

PLAINTIFF'S CAUSE OF ACTION:

VIOLATIONS OF THE CONSUMER SALES PRACTICES ACT

COUNT I

FAILURE TO DELIVER

19. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
20. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Ohio Admin. Code 109:4-3-09(A), by accepting payments from consumers, promising delivery dates for goods, failing to deliver the goods and failing to return payments to the consumers.
21. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II

UNFAIR AND DECEPTIVE ACTS AND PRACTICES

22. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
23. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(B)(8), by representing that specific price advantages existed, when they did not.
24. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available

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

COUNT III

SELLING WITHOUT TAKING REASONABLE STEPS TO ACQUIRE GOODS

25. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
26. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by selling consumer goods without taking reasonable steps to acquire the goods necessary to complete the transactions.
27. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV

ADVERTISING AND SELLING WITHOUT POSSESSION AND FAILURE TO DISCLOSE THE LACK OF POSSESSION

28. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
29. Defendant committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), by advertising and selling goods for sale without having ownership or possession of the goods and failed to disclose to buyers that the goods were not in the Defendant's possession.
30. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. Defendant committed said violations after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT V

UNCONSCIONABLE ACTS OR PRACTICES

31. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
32. Defendant committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(3), by entering into consumer transactions knowing of the inability of the consumers to receive substantial benefits from the subject of the consumer transactions.
33. Defendant committed unconscionable acts or practices in violation of the CSPA, R.C. 1345.03(A), as set forth in R.C. 1345.03(B)(5), by entering into consumer transactions on terms he knew were substantially one-sided in favor of the supplier.
34. Such acts or practices have been previously determined by Ohio courts to violate the CSPA, R.C. 1345.01 et seq. 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 prays that this Court:

- A. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Paragraphs One through Seventeen (1-18) of Plaintiff's Complaint violates the CSPA in the manner set forth in this Complaint.
- B. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendant under his own name or any other name, and all persons acting on behalf of Defendant directly or indirectly, through any corporate or private device, partnership or association, jointly and severally, from engaging in the acts or practices of which Plaintiff complains and from further violating the CSPA, R.C. 1345.01 et seq.

- C. ISSUE PERMANENT INJUNCTIVE RELIEF enjoining Defendant from acting as a “supplier” as that term is defined in R.C. 1345.01(C) by engaging in any consumer transactions in the State of Ohio until any consumer restitution ordered to be paid in this matter is satisfied in its entirety.
- D. ORDER Defendant, pursuant to R.C. 1345.07(B), to pay restitution to all consumers who suffered injury due to Defendant’s unlawful acts or practices.
- E. ASSESS, FINE AND IMPOSE upon Defendant a civil penalty of Twenty-five Thousand Dollars (\$25,000.00) for each separate and appropriate violation described herein, pursuant to R.C. 1345.07(D).
- F. ORDER Defendant, as a means of insuring compliance with this Court’s Order and with the consumer protection laws of Ohio, to maintain in his possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers’ personal information, all business records relating to Defendant’s advertisement and marketing of all items advertised for sale and/or sold on any website, including Craigslist (www.craigslist.com) or any such similar website.
- G. ORDER Defendant to cooperate with the Ohio Attorney General or his representative by providing the Ohio Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Ohio Attorney General or his representative to inspect and/or copy any and all such records.
- H. GRANT the Ohio Attorney General his costs in bringing this action.
- I. ORDER Defendant to pay all court costs.
- J. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General

/s/ Erin B. Leahy

ERIN B. LEAHY (0069509)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
(614) 752-4730; (866) 768-2648 (facsimile)
erin.leahy@ohioattorneygeneral.gov

Counsel for Plaintiff State of Ohio

/s/ Eric M. Gooding

ERIC M. GOODING (0086555)
Assistant Attorney General
441 Vine Street, 1600 Carew Tower
Cincinnati, Ohio 45202
Phone: (513) 852-1527
Fax: (513) 852-3484
Eric.Gooding@ohioattorneygeneral.gov

Counsel for Plaintiff, State of Ohio