

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

STATE OF OHIO, ex rel.)	CASE NO.
ATTORNEY GENERAL)	
MICHAEL DEWINE)	JUDGE
)	
PLAINTIFF,)	
)	
V.)	
)	
WTF MOTORSPORTS, INC.)	
935 KING AVENUE)	
COLUMBUS, OHIO 43212)	
)	
AND)	
)	
COLUMBUS CYCLE)	
935 KING AVENUE)	
COLUMBUS, OHIO 43212)	
)	
AND)	
)	
CHRISTOPHER HAEHN, DBA)	<u>COMPLAINT FOR INJUNCTIVE</u>
COLUMBUS CYCLE, AND,)	<u>RELIEF, RESTITUTION,</u>
COLUMBUS SCOOTER &)	<u>DECLARATORY JUDGMENT,</u>
CYCLE OUTLET)	<u>AND CIVIL PENALTIES</u>
935 KING AVENUE)	
COLUMBUS, OHIO 43212)	
)	
DEFENDANTS.)	

JURISDICTION

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 WTF Motorsports, Inc., Columbus Cycle, and Christopher Haehn, dba Columbus Cycle, and Columbus Scooter & Cycle Outlet (“Defendants”) hereinafter described, have occurred in Franklin County in the State of Ohio and as set forth below are in violation of the CSPA, R.C. 1345.01 *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(B)(3), in that some of the transactions complained of herein, and out of which this action arose, occurred in Franklin County in the State of Ohio.
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” as that term is defined in R.C. 1345.01(A).
6. Defendants engaged in the business of effecting consumer transactions by soliciting, selling and repairing motorcycles, scooters, and other off road motorized vehicles to “individuals” in Franklin County in 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

7. WTF Motorsports, Inc., doing business as Columbus Cycle, operated a business in Franklin County in Ohio.
8. WTF Motorsports, Inc. registered with the Ohio Secretary of State as an Ohio corporation with its principal place of business in Franklin County in Ohio on August 29, 2007.
9. Columbus Cycle registered with the Ohio Secretary of State as an Ohio corporation with its principal place of business in Franklin County, Ohio on June 24, 1988.

10. Christopher Haehn (“Defendants”), doing business as Columbus Cycle and/or Columbus Scooter & Cycle Outlet (“Defendants”), operated his businesses in Franklin County in Ohio at 935 King Avenue, Columbus, Ohio, 43212.
11. There is no record that Columbus Scooter & Cycle Outlet has ever registered with the Ohio Secretary of State.
12. On information and belief, Christopher Haehn controlled and directed the business activities and sales conduct of Columbus Cycle and/or Columbus Scooter & Cycle Outlet, causing, personally participating in, or ratifying the acts and practices of Columbus Scooter & Cycle Outlet and/or Columbus Cycle, as described in the Complaint.
13. Defendants’ business focused primarily on the sale and repairs of motorcycles, all-terrain vehicles, and lower end scooters.
14. Defendants contracted to provide goods and services to consumers, including the sale and repair of motorcycles, all-terrain vehicles, scooters and off-road motorized vehicles.
15. Defendants accepted substantial down payments from consumers for the purchase of goods or services, and then failed to deliver the goods or services for which the consumers paid, and failed to refund the down payments.
16. Defendants sold extended warranties for some of the motorized vehicles to consumers.
17. The extended warranties were applicable to on-site repairs only.
18. Defendants failed to honor extended warranties because a mechanic was no longer employed by Defendants.

PLAINTIFF'S CAUSE OF ACTION:
VIOLATIONS OF THE CSPA

COUNT I

FAILURE TO DELIVER; SUBSTITUTION OF GOODS OR SERVICES

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. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A), and the Failure to Deliver Rule, Ohio Admin. Code 109:4-3-09(A)(2), by accepting down payments from consumers for consumer goods and services, and failing to deliver the goods and services purchased or to return the down payments to consumers.
21. Defendants committed the acts and practices described in paragraph Twenty (20) subsequent to court decisions declaring them to be violations of R.C. 1345.02(A) and after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT II

DEPOSITS RULE

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. Defendants committed unfair or deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and the Deposits Rule, Ohio Admin. Code 109:4-3-07(B), by accepting deposits from consumers in connection with goods and/or services, failing to provide information to consumers as to the time during which the option is binding, failing to

provide dated receipts, and, failing to indicate whether the deposits were refundable and under what conditions.

24. Defendants committed the acts and practices described in paragraph Twenty-Three (23) subsequent to court decisions declaring them to be violations of R.C. 1345.02(A) and after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT III

FAILURE TO HONOR WARRANTY

25. Plaintiff incorporates by reference, as if fully written herein, the allegations set forth in paragraphs One through Eighteen (1-18) of this Complaint.
26. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) and 1345.02(B)(10) by failing to honor expressed and/or implied warranties.
27. Defendants committed the acts and practices described in paragraph Twenty-Six (26) subsequent to court decisions declaring them to be violations of R.C. 1345.02(A) and after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

COUNT IV

UNFAIR AND DECEPTIVE CONSUMER SALES ACTS AND PRACTICES

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. Defendants committed unfair and deceptive acts or practices in violation of the CSPA, R.C. 1345.02(A) by making false and misleading statements regarding their ability to complete the consumer transactions.

30. Defendants committed the acts and practices described in paragraph Twenty-Nine (29) subsequent to court decisions declaring them to be violations of R.C. 1345.02(A) and after such decisions were available for public inspection pursuant to R.C. 1345.05(A)(3).

PRAYER FOR RELIEF

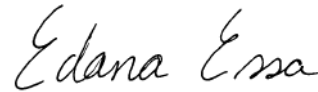
WHEREFORE, Plaintiff respectfully prays that this Court:

1. ISSUE A DECLARATORY JUDGMENT declaring that each act or practice described in Plaintiff's Complaint violates the CSPA, R.C. 1345.01 *et seq.*, in the manner set forth in this Complaint.
2. ISSUE PERMANENT INJUNCTIVE RELIEF, pursuant to R.C. 1345.07, enjoining Defendants, 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 violating the CSPA, R.C. 1345.01 *et seq.*
3. ORDER Defendants liable for reimbursement to all consumers found to have been damaged by the Defendants' unfair and deceptive acts and practices, including, but not limited to, making restitution to consumers who entered into contracts with Defendants and never received the goods and/or services for which they paid.
4. ASSESS, FINE AND IMPOSE upon Defendants, 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).

5. PROHIBIT Defendants, as a means of insuring compliance with this Court's Order and with the consumer protection laws of Ohio, from engaging in consumer transactions in this state until such time as Defendants have satisfied all monetary obligations ordered pursuant to this litigation.
6. GRANT the Ohio Attorney General his costs in bringing this action.
7. ORDER Defendants to pay all court costs.
8. GRANT such other relief as the Court deems to be just, equitable and appropriate.

Respectfully submitted,

MICHAEL DEWINE
Attorney General



EDANA ESSA (0064585)
Assistant Attorney General
Consumer Protection Section
30 East Broad Street, 14th Floor
Columbus, Ohio 43215-3428
(614) 466-9529 (direct)
(614) 466-8898 (facsimile)
edana.essa@OhioAttorneyGeneral.gov

Counsel for Plaintiff