

FRANKLIN COUNTY COMMON PLEAS COURT
COLUMBUS, OHIO
CIVIL DIVISION

VINCE TANTES
86 West Brighton Road
Columbus, OH 43202

Case No.

JUDGE

PLAINTIFF,

v.

STEVE HUNKINS
2670 Deming Avenue
Columbus, OH 43202

aka STEVE HUNKINS dba
STEPHENS SPECIAL INTEREST AUTOS
1728 Myrtle Avenue
Columbus, OH 43211

DEFENDANT

PLAINTIFF'S COMPLAINT FOR MONEY DAMAGES

1. Plaintiff is a resident of the State of Ohio and of Franklin County.
2. Defendant operates a business, which is located in the State of Ohio and in Franklin County.
3. All transactions relevant to this lawsuit were done in the State of Ohio and in Franklin County.
4. On or about September 14, 2013, Plaintiff's vehicle was in an accident and said vehicle suffered significant physical damage.
5. At some time after the accident, Defendant, Stephen's Special Interest Autos prepared an Estimate for Repairs, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, which outlined the work and parts which would be necessary for Defendant to repair the

automobile. The total estimate of said repairs was \$12,541.47.

6. On or about October 9, 2013, Grange Insurance Companies issued a check in the amount of \$12,542.47 to pay for said repairs. The check was written to Vince Tantes and Stephen's Special Interest Autos. A copy of the check is attached hereto as Exhibit "B" and incorporated herein by reference.
7. Plaintiff endorsed the check and gave the check to Defendant who deposited the check into its account, along with his damaged 1969 Oldsmobile Cutlass.
8. Defendant was never given any paperwork by Plaintiff as required by Ohio Administrative Code Section 109:4-3-13.
9. Defendant never performed the work which was outlined in the Estimate for Repairs.
10. On or about September 25, 2015, Plaintiff finally retrieved the damaged automobile from Defendant. Said automobile had been stripped down of parts, but no replacement parts had been installed. The vehicle was inoperable and in pieces.
11. Before allowing Plaintiff to take his property from Defendant's place of business, Defendant required Plaintiff to sign a Receipt, which is attached hereto as Exhibit "C" and incorporated herein by reference.
12. Said receipt purports to include a Mutual Release of Claims.
13. Said release was obtained by undue influence and is invalid under Ohio Law.
14. Plaintiff received no benefit from his payment of \$12,541.47 to Defendant.

15. Plaintiff's vehicle remains inoperable and Defendant's actions did not address the needs of the vehicle.
16. Plaintiff is a consumer, as defined by Ohio Revised Code §1345.01.
17. Defendant is a supplier, as defined by Ohio Revised Code §1345.01.
18. This was a consumer transaction, as defined by Ohio Revised Code §1345.01.
19. In connection with said transaction, Plaintiff committed unfair , deceptive, and unconscionable acts and practices in violation of R.C. §1345.02 and R.C. § 1345.03. Said acts and practices included, but are not limited to:
 - a. That the consumer transaction has been supplied in accordance with a previous representation when it has not.
 - b. The supplier has knowingly taken advantage of the inability of the consumer reasonably to protect his interest because of his physical or mental infirmities, ignorance, illiteracy, or an inability to understand the language of an agreement.
 - c. The supplier knew at that time that the consumer transaction was entered into, that the price was substantially in excess of the price of which similar property or services were readily obtainable in consumer transactions by like consumers.
 - d. The supplier knew at the time of the consumer transaction was entered into, the inability of the consumer to receive substantial benefit from the subject of the consumer transaction.
 - e. The supplier required the consumer to enter into a consumer transaction on terms the supplier knew were substantially one-sided in favor of the supplier.
 - f. The supplier knowingly made a misleading statement of opinion on which the consumer was likely to rely to his detriment.
20. In connection with said transaction, Plaintiff committed acts and practices

that have been declared to be deceptive or unconscionable by rules adopted pursuant to R. C. §1345(b)(2). Said rule violations include but are not limited to the following:

- (a) Fail to disclose to the consumer prior to the commencement of any repair or service, that any part of the repair or service will be performed by a person other than the supplier or his employees if the supplier disclaims any warranty of the repair or service performed by that person, the nature of the repair service which that person will perform, and if requested by the consumer, the identity of that person.
- (b) Fail to conform to the requirements of Section 1345.21 to 1345.27. O.A.C. 109:4-3-13.

21. In connection with said transaction, Plaintiff committed acts and practices that have been determined by the courts of this state to violate R.C. §1345.02 or R.C. §1345.03. Said acts and practices were committed after such decisions were made available for public inspection under R.C. §1345.05(A)(3) and include, but are not limited to the following:

- a. Plaintiff failed to perform services in a competent, satisfactory and workmanlike manner and then failed or refused to correct the substantial work or defect. Maimend v. Day, Case No.:89-2411 (PIF No. 1095); Celebrezze v. Goldstein American Builder & Supply Co., Case No.: 53110 (PIF No. 3196).
- b. That the Plaintiff knowingly breached its contract with the Defendant. Brown v. Spears, Case No.: 8897 (PIF 10000403).
- c. That the Plaintiff failed to include all material statements in the written contract. Montgomery v. Automotive Warranty Corporation, Case No.: 02 CVH 07-83866 (PIF 10002104).

22. Plaintiff knowingly committed unfair deceptive, and unconscionable acts

and practices.

23. Defendant has breached a contract with Plaintiff.
24. Plaintiff has relied, to his detriment, on the statements of Defendant, which has caused him damages.
25. Defendant has been unjustly enriched by his actions, to the detriment of Plaintiff.
26. As will be more fully shown at trial, Plaintiff suffered damages as a direct and proximate result of Defendant's actions.

WHEREFORE, Plaintiff prays for the following relief:

1. A Declaration by this Court that the alleged Release of Claims is null and void and not enforceable;
2. A return of the \$12,541.47 by Defendant to Plaintiff;
3. A judgment of \$5,000.00 for non-economic damages, pursuant to Ohio Revised Code §1345.09.
4. A judgment of an additional \$25,082.94, pursuant to Ohio Revised Code §1345.09.
5. An award of Plaintiff's costs, including reasonable attorney fees incurred in his action;
6. All such other relief that the Court deems just and proper.




Robert R. Goldstein (0059561)
Attorney for Plaintiff
2734 East Main Street
Columbus, OH 43209
(614) 231-0003
(614) 231-1189 Fax

STATE OF OHIO
COUNTY OF FRANKLIN

} ss. AFFIDAVIT

I, VINCENT TANTES, the undersigned, having been duly sworn according to law, hereby depose and state that I am the Plaintiff in the instant action, that I have read and reviewed the Complaint for Damages and that the facts therein are true. Further affiant saith naught.

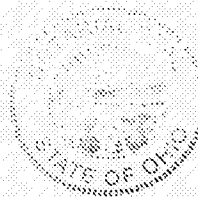


Vincent Tantes

Sworn to before me and subscribed in my presence by the said Vincent Tantes, this 2nd day of December, 2015.



NOTARY PUBLIC



ROBERT N. GOLDSTEIN
Notary at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Exhibit A

Stephen's Special Interest Autos

1728 Myrtle Avenue
Columbus, Ohio 43211
614-262-8082

Estimate For Repairs

Owner: Vince Tantes

Address: 86 W. Brighton Rd.

City: Columbus

State: Ohio

Zip: 43202

Phone: 614-262-1881

Make: Oldsmobile
Color: Green

Model: Cutlass 5 W-31

Body Type: 2dr

VIN: 336879M398708

Mileage: 42924

Engine: 350 V8

Transmission: 4 Speed

License: N/A

Description of work

Hours/Parts

✓ Remove <u>front bumper</u> , <u>hood</u> , <u>fenders</u> , <u>core support</u> and <u>doors</u> .	8.0
✗ Installed doors, core support, front fenders, grills, headlight assemblies	
✗ front bumper, wheel wells and hood.	24.0
✗ Remove left rear quarter panel and right rear quarter panel lip/opening	8.0
✗ Fit both rear quarters and wheel lips for welding	16.0
✗ Weld both left and right quarter panels and wheel lips	16.0
✗ Grind, blast, fill, prime and block sand both quarter panels	20.0

1/2 Prime, sand and seal fenders, doors, quarters and hood	8.0	
X Base coat (green) fenders, doors, quarters and hood	4.0	
X Clear coat fenders, doors, quarters and hood	4.0	
Total hours labor w/o frame work	108.0	\$4320.00

Parts, Materials and Supplies

✓ 1 pair used front fenders	\$500.00 ea	1000.00
✓ 1 pair used doors	\$500.00 ea	1000.00
✓ Used hood		400.00
✓ Used core support		250.00
✓ 1 pair quarter panel repair panels	\$280.00 ea	560.00
✓ 1 pair quarter panel wheel lip repair panels	\$150.00 ea	300.00
Hood emblem		29.50
1 pair headlight housings		99.00
1 pair headlight bezels		119.00
✓ 1 pair NOS Grills		400.00
1 pair chrome hood extension moldings		165.00
1 pair chrome fender extension moldings		90.00
1 pair chrome fender cowl moldings		50.00
✓ 1 pair marker lights assemblies		74.00
✓ 1 pair parking light lenses		75.00
✓ 1 pair parking light housings		130.00
Chrome front bumper		435.00
Chrome bumper bolt kit		20.00
1 pair rubber bumper fillers		19.50

1 pair under bumper ram air scoops	300.00
Body shop supplies-welding (gas and wire),filler,grinding disc&sand paper	150.00
Primer surfacer,primer sealer	200.00
Green Base Coat	350.00
Clear Coat	350.00
Activators,reducers	150.00
Total cost for materials,supplies and parts	\$6725.00
Frame shop work	\$675.00

Sub Total	\$11721.00
Sales Tax	820.47
Total	\$12541.47

P.O. Box 1218
Columbus, Ohio 43216-1218

No. 705018832

For: DAMAGE - 1999 OLDS CUTLASS

Branch # 511 Policy# PA 1065974 Agent # 34-661

Date 10/09/2013

Source: CLMHO

Claim #: APV001645518

Date of Loss: 09-14-2013

PAY TWELVE THOUSAND, FIVE HUNDRED FORTY-ONE AND 47/100 — DOLLARS

AMOUNT
12,541.47

TO THE
ORDER OF
VINCE TANTES AND STEPHEN'S SPECIAL
INTEREST AUTOS
86 W BRIGHTON RD
COLUMBUS OH 43202

PNC Bank, Ashland, OH 70

PLEASE CASH PROMPTLY

⑈ 705018832 ⑈ ⑈ 011203895 ⑈ 423970355 ⑈

HUNTINGTON COLUMBUS, OH
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06 035014344 1993 06 035014344

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035014344

STEPHEN'S Special Inter
Free Hunt
Autos

EXHIBIT C
RECEIPT FOR RETURN OF VEHICLE
AND MUTUAL RELEASE

I, VinceTantes, hereby acknowledge receipt of the vehicle described as 1969 Oldsmobile Cutlass Vin# 336879M398708, W31and miscellaneous vehicle parts, this 25th day of September, 2015 from Steve Hunkins, DBA Stephens Special Interest Autos.

The parties hereto each agree, for good and valuable consideration given and received, to fully release and discharge each other for any claims whatsoever in connection with said vehicle and all repairs and service performed thereon.

OWNER:

By: Vince Tantes
Dated: 9/26/15

VENDOR:

By: Steve Hunkins
Dated: 9/26/15