

STATE OF INDIANA  
IN THE MARION COUNTY CIRCUIT/SUPERIOR COURT

CAUSE NO. \_\_\_\_\_

STATE OF INDIANA,

Plaintiff,

v.

PIERCE AUTOMOTIVE L.L.C.,

and

STEVEN PIERCE, individually and  
doing business as PIERCE  
AUTOMOTIVE L.L.C.,

Defendants.

**COMPLAINT  
FOR INJUNCTION,  
RESTITUTION, CIVIL  
PENALTIES, AND COSTS**

**I. INTRODUCTION**

1. The State of Indiana, by Attorney General Curtis T. Hill, Jr. and Deputy Attorneys General Mark M. Snodgrass and Philip G. Rizzo, commences this civil action under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, civil penalties, costs, and other relief.
2. The Defendants, Pierce Automotive L.L.C. and its owner Steven Pierce, represented they would repair consumers' vehicles. The consumers paid for the repairs but the Defendants never completed the work despite having the vehicles for a significant period of time. Eventually, Pierce Automotive L.L.C. closed and the consumers' vehicles were moved from the premises by Pierce Automotive L.L.C. and Steven Pierce and were never returned to the

consumers. Pierce Automotive L.L.C. and Steven Pierce's misrepresentations and actions are unfair, abusive, and deceptive, and constitute violations of Indiana's Deceptive Consumer Sales Act.

## **II. PARTIES**

3. The plaintiff, the State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief under Ind. Code § 24-5-0.5-4(c).
4. The defendant, Pierce Automotive L.L.C., is an Indiana limited liability company engaged in the repair of motor vehicles, with a principal place of business in Marion County, formerly located at 3025 South Holt Road, Indianapolis, IN 46221.
5. The defendant, Steven Pierce, is an individual engaged in the repair of motor vehicles under the business name Pierce Automotive L.L.C., with a principal place of business in Marion County, formerly located at 3025 South Holt Road, Indianapolis, IN 46221.
6. Steven Pierce controlled and directed the affairs of Pierce Automotive L.L.C. at the time of the transactions identified in this Complaint and was active in its management and operation, including its advertising, sales, and other practices. Steven Pierce personally made the representations identified in this Complaint. Steven Pierce used Pierce Automotive L.L.C. to deceive Indiana consumers.

7. Pierce Automotive L.L.C. and Steven Pierce will collectively be referred to as “Pierce Automotive” throughout this Complaint, unless otherwise individually referenced.

### **III. FACTS**

#### **A. LISA PINSON’S CONSUMER TRANSACTION**

8. In or around October of 2017, Lisa Pinson took her 2003 Ford Expedition (“the 2003 Expedition”) and 2007 Chrysler Sebring (“the 2007 Sebring”) to Pierce Automotive for repairs.
9. Pierce Automotive represented to Pinson the repairs would be completed within a week after certain parts were ordered.
10. In February 2019, after receiving numerous excuses from Pierce Automotive as to why the repairs to the 2007 Sebring and the 2003 Expedition had not been completed, Pinson went to Pierce Automotive to discuss the issues.
11. Pierce Automotive then represented to Pinson that the 2007 Sebring would be completed by the next day.
12. Pinson returned the following week and found Pierce Automotive had abandoned its repair shop.
13. Pierce Automotive took all the vehicles that were on the premises, including the 2007 Sebring and 2003 Expedition, to an unknown location, never returned the 2007 Sebring and 2003 Expedition to Pinson, and never informed Pinson where the 2007 Sebring and 2003 Expedition were located.
14. Pinson never located or recovered the 2007 Sebring or the 2003 Expedition.

**B. SHEILA SMITH'S CONSUMER TRANSACTION**

15. On March 1, 2018, Sheila Smith took her 2012 Toyota Prius (“the 2012 Prius”) to Pierce Automotive to have the engine repaired.
16. Pierce Automotive represented to Smith the repairs would be completed in two weeks.
17. Smith paid Pierce Automotive one thousand, eight hundred seventy-five dollars (\$1,875.00) upfront for the repairs, with a remaining balance of six hundred forty-nine dollars and eighty-six cents (\$649.86) due upon completion of the repairs.
18. Pierce Automotive did not complete the repairs within two weeks, contrary to its representation.
19. On October 3, 2018, after numerous delays, Pierce Automotive represented to Smith that it was waiting on a part and the repairs on the 2012 Prius would be completed by the next weekend.
20. Pierce Automotive did not complete the repairs by the next weekend, contrary to its representation.
21. When Pierce Automotive abandoned its location in February 2019, it took the 2012 Prius and never returned it to Smith, nor did Pierce Automotive inform Smith where the 2012 Prius had been moved to.
22. Several months after Pierce abandoned its repair shop and took the 2012 Prius, police informed Smith that the 2012 Prius had been located at a different repair shop.

23. Smith went to inspect the 2012 Prius and found that the 2012 Prius had been stripped of numerous parts, including the hybrid battery and catalytic converter, items that were not part of the repairs that were to be performed by Pierce Automotive.
24. Pierce Automotive knowingly committed the actions described in this Complaint.

#### **IV. CAUSES OF ACTION**

##### **COUNT I:**

##### **VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT- FAILURE TO COMPLETE REPAIRS**

25. The State realleges Paragraphs 1 through 24 of this Complaint.
26. Pierce Automotive regularly engages in “consumer transactions” under Ind. Code § 24-5-0.5-2(a)(1).
27. Pierce Automotive is a “supplier” under Ind. Code § 24-5-0.5-2(a)(3).
28. Pierce Automotive committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by representing it would perform specified repairs on consumer vehicles to return the vehicles to working order and failing to perform such repairs.
29. Pierce Automotive committed a deceptive act violating Ind. Code § 24-5-0.5-3(b)(1) by representing it would perform specified repairs on consumer vehicles to return the vehicles to working order and failing to perform such repairs.

##### **COUNT II:**

##### **VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT-**

FAILURE TO COMPLETE REPAIRS IN A STATED PERIOD OF TIME

30. The State realleges Paragraphs 1 through 29 of this Complaint.
31. Pierce Automotive committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by representing or implying repairs on consumer vehicles would be performed in a stated or reasonable period of time and failing to perform the repairs within such time.
32. Pierce Automotive committed a deceptive act violating Ind. Code § 24-5-0.5-3(b)(10) by representing repairs on consumer vehicles would be performed in a stated or reasonable period of time and failing to perform the repairs within such time.

COUNT III:

VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT-  
FAILURE TO RETURN CONSUMER'S VEHICLES

33. The State realleges Paragraphs 1 through 32 of this Complaint.
34. Pierce Automotive committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by failing to return vehicles to consumers and not informing consumers of the location of their vehicles that had been relocated.

COUNT IV:

KNOWING VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

35. The State realleges Paragraphs 1 through 34 of this Complaint.
36. Pierce Automotive committed the deceptive acts asserted in this Complaint with knowledge of their deceptive acts.

COUNT V:  
INCURABLE DECEPTIVE ACTS

- 37. The State realleges Paragraphs 1 through 36 of this Complaint.
- 38. The deceptive acts asserted in this Complaint are incurable deceptive acts and were committed by Pierce Automotive as part of a scheme, artifice, or device with intent to defraud or mislead.

**V. RELIEF**

- 39. The State requests the Court enter judgment against the Defendants, Pierce Automotive L.L.C. and Steven Pierce, for the relief described in Paragraphs 40 through 45 of this Complaint.
- 40. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1), enjoining Pierce Automotive L.L.C. and Steven Pierce, and the agents, representatives, employees, successors, and assigns of each, from:
  - 40.1. failing to provide consumers with a reasonable time estimate in which they can repair the consumer's vehicle;
  - 40.2. representing they can repair a vehicle in a stated period of time and failing to complete the repairs in the time period represented;
  - 40.3. failing to return a vehicle to a consumer who has left the vehicle with either Pierce Automotive L.L.C. and Steven Pierce for repairs;
  - 40.4. failing to immediately notify a consumer of the location where their vehicle is being stored if Pierce Automotive L.L.C. or Steven Pierce move a consumer's vehicle to a different location for any reason;

- 40.5. committing an unfair, abusive, or deceptive act, omission, or practice in connection with a consumer transaction, in violation of Ind. Code § 24-5-0.5- 3(a);
- 40.6. representing that the subject of a consumer transaction has characteristics, uses, or benefits that it does not have, which Pierce Automotive L.L.C. or Steven Pierce know or reasonably should know it does not have, in violation of Ind. Code § 24-5-0.5-3(b)(1); and
- 40.7. representing that they can complete or deliver the subject of a consumer transaction within a stated or reasonable period of time, when Pierce Automotive L.L.C. or Steven Pierce know or should reasonably know that they cannot, in violation of Ind. Code § 24-5-0.5- 3(b)(10).
41. The State seeks consumer restitution, under Ind. Code § 24-5-0.5-4(c)(2), payable to the Office of the Attorney General for the benefit of consumers Lisa Pinson and Sheila Smith, in respective amounts to be determined at trial.
42. The State seeks costs, under Ind. Code § 24-5-0.5-4(c)(4), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action.
43. The State seeks civil penalties, under Ind. Code § 24-5-0.5-4(g), on Count IV of this Complaint, for Pierce Automotive's knowing violations of Ind. Code §



24-5-0.5-3(a) and Ind. Code §§ 24-5-0.5-3(b)(1) and (10), payable to the State of Indiana in an amount to be determined at trial.

44. The State seeks civil penalties, under Ind. Code § 24-5-0.5-8, on Count V of this Complaint, for Pierce Automotive's incurable deceptive acts, payable to the State of Indiana in an amount to be determined at trial.
45. The State seeks all other just and proper relief.

Respectfully submitted,

CURTIS T. HILL, JR.  
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