

STATE OF INDIANA  
IN THE LAGRANGE COUNTY SUPERIOR/CIRCUIT COURT

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

STATE OF INDIANA,

Plaintiff,

v.

FLEXIBLE AUTO SALES LLC

and

JOHN ALLEN, individually and  
doing business as FLEXIBLE AUTO  
SALES LLC,

Defendants.

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

**I. INTRODUCTION**

1. The State of Indiana, by Attorney General Theodore E. Rokita and Deputy Attorneys General Mark M. Snodgrass and Steven A. Taterka, commences this civil action under the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, the Indiana Odometer Act, Ind. Code § 9-19-9-1 *et seq.*, the Federal Odometer Act, 49 U.S.C.A. § 32701 *et seq.*, and the Motor Vehicle Unfair Practices Act, Ind. Code § 9-32-13 *et seq.*, for injunctive relief, consumer restitution, treble damages, civil penalties, costs, and other relief.
2. The Defendant, Flexible Auto Sales LLC, owned and operated by John Allen, tampered with and altered the odometers on at least 42 motor vehicles by rolling back the odometer mileage readings in order to deceive purchasing

consumers. Flexible Auto Sales LLC and John Allen purchased the vehicles mainly from various auto auctions. The auto auctions reported each vehicles' mileage to vehicle history reporting services and provided Flexible Auto Sales LLC with odometer disclosure statements and titles for each vehicle.

Between the time Flexible Auto Sales LLC purchased the affected vehicles from the auctions and the time Flexible Auto Sales LLC sold the vehicles to Indiana consumers, the mileage reading on each vehicle was significantly reduced. Flexible Auto Sales altered, or caused to be altered, the vehicles' odometers to lower the mileage readings on each of the vehicles' odometers. Flexible Auto Sales LLC also falsified mileage readings on documents such as odometer disclosure statements and vehicle titles in an attempt to deceive purchasing consumers and investigators. In total, Flexible Auto Sales rolled back odometers by a combined total of over three million miles on the known vehicles. Flexible Auto Sales LLC and John Allen's misrepresentations and actions are unfair, abusive, and deceptive, and constitute violations of Indiana's Deceptive Consumer Sales Act, Indiana's Odometer Act, the Federal Odometer Act, and the Indiana's Motor Vehicle Unfair Practices 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) and 49 U.S.C. § 32709(d).

4. Defendant Flexible Auto Sales LLC is an Indiana limited liability company engaged in the sale of used motor vehicles to Indiana consumers, with a principal place of business in LaGrange County, located at 0805 North State Road 5, Shipshewana, Indiana 46565.
5. Defendant John Allen is an individual engaged in the sale of used motor vehicles to Indiana consumers under the business name Flexible Auto Sales LLC, with a principal place of business in LaGrange County, located at 0805 North State Road 5, Shipshewana, Indiana 46565.
6. John Allen controlled and directed the affairs of Flexible Auto Sales LLC at the time of the transactions identified in this Complaint and was active in its management and operation, including its purchase of inventory at auction, advertising, sales, and other practices. John Allen used Flexible Auto Sales LLC to deceive Indiana consumers.
7. Flexible Auto Sales LLC and John Allen will collectively be referred to as “Flexible Auto Sales” throughout the remainder of this Complaint, unless otherwise individually referenced.

### **III. FACTS**

8. The table below identifies the vehicles Flexible Auto Sales sold to specific Indiana consumers, the mileage of each vehicle at the time of acquisition by Flexible Auto Sales (“Flexible Acquisition Mileage”), the approximate mileage of each vehicle at the time of Flexible Auto Sales’ sale of the vehicle to each

consumer (“Sale to Consumer Mileage”), as well as the date of the sale of the vehicle to each consumer (“Date of Sale to Consumer”):

<u>Purchasing Consumer</u>	<u>Vehicle Year, Make, Model, VIN</u>	<u>Flexible Acquisition Mileage</u>	<u>Sale to Consumer Mileage</u>	<u>Date of Sale to Consumer</u>
8.1. Michael Strater	2000 Chevrolet Silverado; VIN 1GCEK19T8YE394560	305,275	213,814	6/11/2018
8.2. Matthew Wengerd	2004 Dodge Ram 1500; VIN 1D7HU18D44J263215	229,139	146,000	4/15/2019
8.3. Gary Fry	2005 GMC Yukon; VIN 1GKEK63U45J104790	231,591	131,591	8/15/2019
8.4. Kari Hiochstetler	2002 Ford Escape; VIN 1FMYU041X2KB03374	231,938	131,939	9/26/2019
8.5. Manuel Grandos	2004 Chevrolet Avalanche; VIN 3GNEK12T14G339713	217,990	140,980	11/18/2019
8.6. Anglea Charles	2005 Chevrolet Silverado; VIN 2GCEK13T751203202	228,270	139,146	2/3/2020
8.7. Tommy Haviland Jr.	2006 Chevrolet Trailblazer; VIN 1GNET16M466130034	195,084	150,178	2/22/2020
8.8. Ryan Schwartz	2002 Chevrolet Silverado; VIN 1GCJK39112E143671	329,786	202,690	5/8/2020
8.9. Brian & Erica Branton	2006 Chevrolet Trailblazer; VIN 1GNNT13S462203344	204,685	143,031	5/18/2020
8.10. Neil Miller	2008 Chevrolet Express; VIN 1GAGG25K781152825	258,354	178,362	6/4/2020
8.11. Amber Easin	2006 Hummer H2; VIN 5GRGN22UX6H106007	182,785	142,785	6/24/2020
8.12. Larry Schlabach	2007 GMC Yukon; VIN 1GKFK63897J389111	227,363	172,554	7/23/2020
8.13. Brittany Thompson	2007 Chevrolet Suburban VIN 3GNFK16337G320888	229,160	175,910	8/5/2020

8.14. Caleb Detweiler	2002 Jeep Liberty; VIN 1J4GL58K32W284436	168,340	144,340	12/2/2020
8.15. Frankie Malerba	2002 Jeep Liberty; VIN 1J4GL58K32W284436	168,340	144,340	Unknown
8.16. Anthony Yoder	2011 Chevrolet Cruz; VIN 1G1PG5S92B7192463	174,652	142,652	12/3/2020
8.17. Paul Simpson	2008 Chevrolet Tahoe; VIN 1GNFK13088R235282	240,732	141,932	1/16/2021
8.18. Jerry Miller	2011 Chevrolet Cruz; VIN 1G1PH5S9XB7196001	189,089	133,089	2/25/2021
8.19. Audreona Cortes	2011 GMC Acadia; VIN 1GKKRRED7BJ168220	197,318	144,057	3/16/2021
8.20. Andrew & Tonya Cox	2007 GMC Yukon; VIN 1GKFK163X7J153795	210,290	140,290	3/20/2021
8.21. Brian Schrock	2008 Ford Focus; VIN 1FAHP32N68W282328	276,459	71,211	3/26/2021
8.22. Kristina Metheny	2008 Ford Focus; VIN 1FAHP32N68W282328	276,459	71,211	Unknown
8.23. Daryl Miller	2010 GMC Yukon; VIN 1GKUKMEF1AR177755	262,582	162,302	3/31/2021
8.24. Michael Clemens	2010 Dodge Ram; VIN 3D7UT2CL8AG127320	199,848	159,848	4/6/2021
8.25. Chris Shafer	2009 Chevrolet Silverado; VIN 3GCEK23MX9G249697	237,336	180,014	4/7/2021
8.26. Racheal Mishler	2012 Chevrolet Cruz; VIN 1G1PF5SCXC7105313	167,318	137,318	5/3/2021
8.27. Matthew Koontz	2008 GMC Sierra; VIN 3GTEK13JX8G239427	187,139	162,396	6/7/2021
8.28. Lucy Griffith	2009 Mercury Mariner; VIN 4M2CU97GX9KJ22515	218,549	150,541	6/10/2021
8.29. James Rosen Jr.	2011 GMC Acadia; VIN 1GKKVRED9BJ280061	186,810	136,810	6/14/2021

8.30. Oran Miller	2007 Pontiac Torrent; VIN 2CKDL73F576097059	176,026	129,026	6/19/2021
8.31. Micah Kemp	2007 Chrysler 300; VIN 2C3KA53G37H851926	169,990	130,990	6/28/2021
8.32. David Miller	2007 Chevrolet Yukon; VIN 1GKFK66807J280936	246,456	146,256	7/23/2021
8.33. Aaron Miller	2008 Chevrolet Malibu; VIN 1G1ZK577X8F155111	193,692	133,692	8/2/2021
8.34. Tammy Anteau	2011 Ford Escape; VIN 1FMCU9D79BKB91823	166,993	136,993	8/16/2021
8.35. Jose Tomas Resinos	2005 Chevrolet Trailblazer; VIN 1GNDDT13SX52268908	240,498	140,499	8/20/2021
8.36. Chloe Bontrager	2011 Chevrolet Cruz; VIN 1G1PF5S92B7188822	176,242	125,242	9/2/2021
8.37. Ranulfo Mejia	2011 GMC Acadia; VIN 1GKKRRED3BJ206591	171,189	121,189	9/11/2021
8.38. Jason Yoder	2008 Chevrolet Silverado; VIN 1GCEK19058Z139931	224,954	124,954	9/23/2021
8.39. Thomas Eichner	2007 Chevrolet Silverado; VIN 2GCEK13M671694826	244,046	144,258	10/8/2021
8.40. Jamie Penrod	2011 Chevrolet Equinox; VIN 2CNALFEC4B6261770	160,688	132,000	10/8/2021
8.41. Jason Yoder	2011 Chevrolet Cruz; VIN 1G1PH5S9XB7300826	212,072	112,072	2/8/2022
8.42. Caleb Yater	2011 Chrysler 200; VIN 1C3BC8FG0BN600949	211,192	111,192	3/23/2022

9. Flexible Auto Sales acquired its inventory from multiple sources, including Greater Mishawaka Auto Auction (“GMAA”), Indiana Auto Auction (“IAA”), and Greater Kalamazoo Auto Auction (“GKAA”).

10. Prior to selling a vehicle, GMAA, IAA and GKAA visually inspect each vehicle's odometer reading, report each vehicle's odometer reading to Autocheck (a vehicle history provider), and prepare an odometer disclosure statement that is provided to the buyer.
11. Flexible Auto Sales received an odometer disclosure statement for each vehicle identified in Paragraph 8 specifying the vehicle's odometer reading at the time of acquisition by Flexible Auto Sales. The mileage of each vehicle at the time it was purchased by Flexible Auto Sales is referenced in the "Acquisition Mileage" column in Paragraph 8 above.
12. Flexible Auto Sales altered, or caused to be altered, the odometer of each vehicle referenced in Paragraph 8 prior to selling each vehicle to the respective purchasing consumer.
13. As a result, when each vehicle was sold by Flexible Auto Sales, the odometer on each vehicle referenced in Paragraph 8 listed a significantly lower mileage than when Flexible Auto Sales acquired the vehicle. The odometers on each vehicle listed a significantly lower mileage than the vehicle had actually traveled. The approximate altered mileage of each vehicle at the time it was sold by Flexible Auto Sales to a consumer is referenced in the "Sale to Consumer Mileage" column in Paragraph 8 above.
14. Flexible Auto Sales represented or implied in advertisements and to purchasing consumers referenced in Paragraph 8 that the altered, lower, and incorrect mileage of each vehicle was the true mileage of the vehicle.

15. Flexible Auto Sales altered vehicle mileage listings on documents, such as titles, for vehicles referenced in Paragraph 8 and provided such altered documents to purchasing consumers.
16. The purchasing consumers referenced in Paragraph 8 were not aware of the true mileage of each vehicle at the time of the consumers' respective purchase dates.
17. The Plaintiff issued Civil Investigative Demands 22-062 and 23-005 to Flexible Auto Sales LLC to investigate this matter.
18. In response to Civil Investigative Demands 22-062 and 23-005, Flexible Auto Sales provided various documents to the Plaintiff. John Allen, signing on behalf of Flexible Auto Sales, verified under oath that the documents provided were true and accurate copies.
19. The documents provided by Flexible Auto Sales had been tampered with and the mileage numbers on the documents for the vehicles referenced in Paragraph 8 were lowered to match the rolled back odometers.
20. Flexible Auto Sales provided the Plaintiff with purported copies of the odometer disclosure statements it received from GMAA, IAA and GKAA for the vehicles referenced in Paragraph 8. The Plaintiff also obtained odometer disclosure statements for the same vehicles directly from GMAA, IAA and GKAA. The mileage readings on the GMAA/IAA/GKAA odometer disclosure statements provided by Flexible Auto Sales all have significantly lower vehicle mileage readings than the GMAA/IAA/GKAA odometer disclosure



statements obtained by the Plaintiff directly from GMAA, IAA and GKAA.

Vehicle titles provided by Flexible Auto Sales were similarly altered to lower the mileage references.

21. While all the vehicles referenced in Paragraph 8 share a substantially similar fact pattern, for illustrative purposes the following is specific example of the documents and facts for the vehicle referenced in Paragraph 8.33:

21.1. Flexible Auto Sales purchased the 2008 Malibu from GMAA on 7/21/2021. At that time, GMAA provided an odometer disclosure statement for the 2008 Malibu to Flexible Auto Sales representing the 2008 Malibu's mileage as 193,962:

**ODOMETER DISCLOSURE STATEMENT (Section 580.5 Disclosure Form)**

FEDERAL LAW AND STATE LAW, IF APPLICABLE REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

(1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits

(2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY

I, SUNDANCE BUICK GMC INC state that the odometer now reads EXEMPT 193962 miles  
(no tenths) and to the best of my knowledge, that it reflects the actual mileage of the vehicle described above, unless one of the above statements is checked.

21.2. Flexible Auto Sales provided a copy of the GMAA odometer disclosure statement for the 2008 Malibu to the Plaintiff in response to Civil Investigative Demand 22-062. Flexible Auto Sales' version of the odometer disclosure statement is identical to the original provided by GMAA except the mileage has been changed from 193,962 to 133,962 by altering a "9" to a "3":

**ODOMETER DISCLOSURE STATEMENT (Section 580.5 Disclosure Form)**

FEDERAL LAW AND STATE LAW, IF APPLICABLE REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits
- (2) I hereby certify that the odometer reading is NOT the actual mileage. **WARNING - ODOMETER DISCREPANCY**

I, SUNDANCE BUICK GMC INC state that the odometer now reads 193962 miles (no tenths) and to the best of my knowledge, that it reflects the actual mileage of the vehicle described above, unless otherwise stated above statements is checked.

21.3. Similarly, GMAA provided Flexible Auto Sales with a title to the 2008 Malibu. In two locations on the title, the mileage for the 2008 Malibu was listed as 193,961 and 193,962, respectively:

**Title Assignment by Seller**

State and federal laws require the seller(s) to indicate mileage when ownership is transferred. Failure to complete or providing false information may result in civil liability, fines and/or imprisonment. ANY ALTERATION, ERASURE, FALSE STATEMENT, FORGERY OR FRAUD VOIDS THIS TITLE AND IS A CRIME.

Completed by Seller	I warrant that the ownership of the vehicle described on Certificate of Title has been transferred to the following purchaser(s) and is free of all previous liens:			
	Printed Name of Purchaser(s) <b>SUNDANCE BUICK GMC</b>		Date of Sale <b>6-8-21</b>	Selling Price
	Purchaser's Street Address <b>1205 N. US 27</b>		City	Zip
	P.O. BOX 170		State	
	ST. JOHNS, MI 48064			
I (we) certify that the odometer reading is: <b>193961</b> and that to the best of my knowledge the odometer mileage is: <input checked="" type="checkbox"/> (No tenths)				
<input checked="" type="checkbox"/> actual mileage <input type="checkbox"/> not actual mileage - <b>WARNING ODOMETER DISCREPANCY</b> <input type="checkbox"/> exceeds mechanical limits of odometer (odometer has rolled over)				
Signature of Seller(s) <i>Maryann Cottone</i>		Printed Name of Seller(s) <b>Maryann Cottone</b>		
Seller's Street Address <b>28982 Stonewood</b>		City <b>Flat Rock</b>	State <b>MI</b>	
		Zip <b>48134</b>		

First Reassignment by Michigan Dealer	I (selling dealer) warrant that the title is free of all liens and is being transferred ownership of this vehicle to the purchaser(s) listed below.			
	I further certify that the odometer reading is: <b>193962</b> and that to the best of my knowledge the odometer mileage is: <input checked="" type="checkbox"/> (No tenths)			
	<input type="checkbox"/> actual mileage <input type="checkbox"/> not actual mileage - <b>WARNING ODOMETER DISCREPANCY</b> <input type="checkbox"/> exceeds mechanical limits of odometer			
	Information Below Completed by Selling Dealer:		Information Below Completed by Purchaser(s):	
	KEEP A PHOTOCOPY OF BOTH SIDES OF THIS SIGNED TITLE.		I am aware of the above odometer certification made by the selling dealer.	
Printed Name of Selling Dealer and Agent <b>Sundance Buick GMC</b>		Signature of Purchaser(s) <b>X</b>		
Signature of Agent <i>Helsey Patterson Agt</i>		Printed Name of Purchaser(s) <b>Flexible Auto Sales LLC</b>		
Date of Sale <b>7/21/21</b>	Selling Dealer's License Number <b>A002028</b>	Purchaser's Address <b>0805 N State Rd 5 Shipshewana IN 46565</b>		

21.4. Flexible Auto Sales provided a copy of the title for the 2008 Malibu to the Plaintiff in response to Civil Investigative Demand 22-062. The title is identical to the original provided by GMAA except, as with the odometer disclosure statement, the mileage has been changed in two places from 193,961 to 133,961 and 193,962 to 133,962 by modifying the “9s” to “3s”:

### Title Assignment by Seller

State and federal laws require the seller(s) to indicate mileage when ownership is transferred. Failure to complete or providing false information may result in civil liability, fines and/or imprisonment. **ANY ALTERATION, ERASURE, FALSE STATEMENT, FORGERY OR FRAUD VOIDS THIS TITLE AND IS A CRIME.**

Completed by Seller	I warrant that the ownership of the vehicle described on Certificate of Title has been transferred to the following purchaser(s) and is free of all previous liens:		Date of Sale	Selling Price	
	Printed Name of Purchaser(s) <b>SUNDANCE BUICK GMC</b>		<b>6-8-21</b>		
	Purchaser's Street Address <b>1205 N. US 27</b>		City	State	Zip
	<b>PO BOX 170</b>				
	<b>ST. JOHNS, MI 48879</b>				
I (we) certify that the odometer reading is: <b>133961</b> and that to the best of my knowledge the odometer mileage is:					
<input checked="" type="checkbox"/> actual mileage <input type="checkbox"/> not actual mileage		<input checked="" type="checkbox"/> correct and that to the best of my knowledge the odometer mileage is: (No Tenth) <input type="checkbox"/> exceeds mechanical limits of odometer (odometer has rolled over)			
State of Seller(s) <b>MI</b>		Printed Name of Seller(s) <b>Maryann Cottone, Cody Vincenzo Byrne</b>			
X <b>Cottone</b> Seller's Street Address <b>Stonewood</b>		City <b>Flat Rock</b> State <b>MI</b> Zip <b>48134</b>			
<b>28982</b>		A \$15.00 Late Fee is Due for Failure to Apply for Title Within 15 Calendar Days of Date of Assignment			



### For Dealer Use Only

First Reassignment by Michigan Dealer	I (selling dealer) warrant that the title is transferred ownership of this vehicle to the purchaser(s) listed below.		I further certify that the odometer reading is: <b>133962</b> and that to the best of my knowledge the odometer mileage is:		
	<input type="checkbox"/> actual mileage <input type="checkbox"/> not actual mileage		<input checked="" type="checkbox"/> correct and that to the best of my knowledge the odometer mileage is: (No Tenth) <input type="checkbox"/> exceeds mechanical limits of odometer		
	Information Below Completed by Selling Dealer:		Information Below Completed by Purchaser(s):		
	KEEP A PHOTOCOPY OF BOTH SIDES OF THIS SIGNED TITLE.		I am aware of the above odometer certification made by the selling dealer.		
	Printed Name of Selling Dealer and Agent <b>Sundance Buick GMC</b>		Signature of Purchaser(s) <b>X [Signature]</b>		
Signature of Agent <b>X [Signature]</b>		Printed Name of Purchaser(s) <b>Flexible Auto Sales LLC</b>			
Date of Sale <b>7/21/21</b>		Purchaser's Address <b>0805 N State Rd 5</b>			
Selling Dealer's License Number <b>A002028</b>		<b>ShipSheWana IN 46565</b>			

21.5. The Carfax report for the 2008 Malibu shows GMAA reported a mileage of 193,962 the day of the acquisition by Flexible Auto Sales, a mileage which matches both the odometer disclosure statement and title provided by GMAA:

07/21/2021	193,962	Auto Auction	Vehicle sold - Listed as a dealer vehicle
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21.6. The next reported mileage on the Carfax report for the 2008 Malibu comes several months after the sale of the vehicle by Flexible Auto Sales. The mileage was reported as 139,842, indicating Flexible rolled back the mileage to 133,962 several months prior and altered the title and odometer disclosure statement to reflect its deception:

01/21/2022	139,862	<p>Dave's Auto Repair LLC  Goshen, IN  574-534-8872  <a href="https://davesautorepairgoshen.com/">https://davesautorepairgoshen.com/</a></p> <p>★ 4.9 / 5.0  104 Verified Reviews</p> <p>♥ 1,397 Customer Favorites</p> 	<p> <b>Vehicle serviced</b></p> <ul style="list-style-type: none"> <li>- Fluids checked</li> <li>- Brake fluid flushed/changed</li> <li>- Oil and filter changed</li> <li>- Brakes checked</li> </ul> <p><b>POTENTIAL ODOMETER ROLLBACK</b></p> <div style="border: 1px solid blue; padding: 5px; margin-top: 10px;"> <p>There are signs of potential odometer rollback here, so verify the mileage with the seller. I know I would.</p> </div>
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22. Flexible Auto Sales' tampering with odometers and altering documents such as odometer disclosure statements and titles constitutes fraudulent concealment under Ind. Code § 34-11-5-1.
23. Flexible Auto Sales knowingly committed the actions described in this Complaint.

#### IV. CAUSES OF ACTION

##### COUNT I:

##### VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT- MISREPRESENTING THE MILEAGE OF MOTOR VEHICLES

24. The State realleges Paragraphs 1 through 23 this Complaint.
25. Flexible Auto Sales regularly engages in "consumer transactions" under Ind. Code § 24-5-0.5-2(a)(1).
26. Flexible Auto Sales is a "supplier" under Ind. Code § 24-5-0.5-2(a)(3).
27. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by misrepresenting the mileage on motor vehicles to consumers in advertisements, verbally, and on documents.

COUNT II:  
VIOLATIONS OF THE FEDERAL ODOMETER ACT- MISREPRESENTING THE  
MILEAGE OF MOTOR VEHICLES

28. The State realleges Paragraphs 1 through 27 of this Complaint.
29. Flexible Auto Sales, with intent to defraud, misrepresented the mileage on motor vehicles to consumers in advertisements, verbally, and on documents, in violation of 49 U.S.C.A. § 32705(a)(2).

COUNT III:  
VIOLATIONS OF THE INDIANA ODOMETER ACT- MISREPRESENTING THE  
MILEAGE OF MOTOR VEHICLES

30. The State realleges Paragraphs 1 through 29 of this Complaint.
31. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 9-19-9-7 by misrepresenting the mileage on motor vehicles to consumers in advertisements, verbally, and on documents in violation of 49 U.S.C.A. § 32705(a)(2).

COUNT IV:  
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT- ALTERING  
ODOMETERS

32. The State realleges Paragraphs 1 through 31 of this Complaint.
33. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by altering, or causing to be altered, the odometers of motor vehicles.

COUNT V:  
VIOLATIONS OF THE FEDERAL ODOMETER ACT- ALTERING ODOMETERS

34. The State realleges Paragraphs 1 through 33 of this Complaint.
35. Flexible Auto Sales, with intent to defraud, altered odometers on motor vehicles with the intent to change the mileages thereon, in violation of 49 U.S.C.A. § 32703(2).

COUNT VI:  
VIOLATIONS OF THE INDIANA ODOMETER ACT- ALTERING ODOMETERS

36. The State realleges Paragraphs 1 through 35 of this Complaint.
37. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 9-19-9-7 by altering, or causing to be altered, odometers on motor vehicles with intent to change the mileages thereon, in violation of 49 U.S.C.A. § 32703(2).

COUNT VII:  
VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT- ALTERING  
DOCUMENTS RELATED TO THE PURCHASE AND SALE OF A MOTOR  
VEHICLE

38. The State realleges Paragraphs 1 through 37 of this Complaint.
39. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 24-5-0.5-3(a) by falsifying the mileages on documents related to the purchase and sale of a motor vehicles, including auction receipts, odometer disclosure statements and titles.

COUNT VIII:  
VIOLATIONS OF THE FEDERAL ODOMETER ACT- ALTERING DOCUMENTS  
RELATED TO THE PURCHASE AND SALE OF A MOTOR VEHICLE

- 40. The State realleges Paragraphs 1 through 39 of this Complaint.
- 41. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating 49 U.S.C.A. § 32705(a)(2) by falsifying the mileages on documents related to the purchase and sale of motor vehicles, including auction receipts, odometer disclosure statements and titles.

COUNT IX:  
VIOLATIONS OF THE INDIANA ODOMETER ACT- ALTERING DOCUMENTS  
RELATED TO THE PURCHASE AND SALE OF A MOTOR VEHICLE

- 42. The State realleges Paragraphs 1 through 41 of this Complaint.
- 43. Flexible Auto Sales committed unfair and deceptive acts, omissions, and practices violating Ind. Code § 9-19-9-7 by falsifying the mileages on documents related to the purchase and sale of motor vehicles, including auction receipts, odometer disclosure statements and titles, in violation of by violating 49 U.S.C.A. § 32705(a)(2).

COUNT X:  
KNOWING VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

- 44. The State realleges Paragraphs 1 through 43 of this Complaint.
- 45. Flexible Auto Sales committed the unfair and deceptive acts asserted in this Complaint with knowledge of their unfair and deceptive acts, subjecting Flexible Auto Sales to penalties under Ind. Code § 24-5-0.5-4(g).

COUNT XI:  
INCURABLE DECEPTIVE ACTS

46. The State realleges Paragraphs 1 through 45 of this Complaint.
47. The unfair and deceptive acts asserted in this Complaint are incurable deceptive acts and were committed by Flexible Auto Sales as part of a scheme, artifice, or device with intent to defraud or mislead, subjecting Flexible Auto Sales to penalties under Ind. Code § 24-5-0.5-8.

COUNT XII:  
VIOLATIONS OF THE MOTOR VEHICLE UNFAIR PRACTICES ACT

48. The State realleges Paragraphs 1 through 47 of this Complaint.
49. Flexible Auto Sales committed deceptive and unfair acts and practices violating Ind. Code § 9-32-13-20 by misrepresenting the mileage on motor vehicles to consumers in advertisements, verbally, and on documents, by tampering with and/or altering the odometers on motor vehicles, and by altering the mileage on documents related to the purchase and sale of motor vehicles.

**V. RELIEF**

50. The State requests the Court enter judgment against the Defendants, Flexible Auto Sales LLC and John Allen, for the relief described in Paragraphs 51 through 58 of this Complaint.
51. The State seeks a permanent injunction, under Ind. Code § 24-5-0.5-4(c)(1) and 49 U.S.C. § 32709(d)(1)(A), enjoining Flexible Auto Sales LLC and John



Allen, and the agents, representatives, employees, successors, and assigns of each, from:

- 51.1. Tampering, altering, or causing to be altered, the odometer of a motor vehicle;
  - 51.2. falsifying the stated mileage of a motor vehicle on any documents referencing the vehicle's mileage;
  - 51.3. making any misrepresentations regarding the mileage on a vehicle; and
  - 51.4. 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).
52. The State seeks consumer restitution, under Ind. Code § 24-5-0.5-4(c)(2) and Ind. Code § 9-32-16-13(b)(2)(C), payable to the Office of the Attorney General, for the benefit of the consumers referenced in Paragraph 8 in the amounts each respective consumer paid for their vehicle.
53. The State seeks treble damages, under 49 U.S.C.A. § 32709(d)(1)(B) and 49 U.S.C.A. § 32710(a), in the amount of three (3) times the actual damages or ten thousand dollars (\$10,000), whichever is greater, for the benefit of each consumer referenced in Paragraph 8 above, payable to the Office of the Attorney General.

54. 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.
55. The State seeks civil penalties, under Ind. Code § 9-19-9-7, on Counts III, VI and IX of this Complaint, for Flexible Auto Sales' violations of the Indiana Odometer Act, payable to the State of Indiana, in the amount of one thousand, five hundred dollars (\$1,500.00) per violation.
56. The State seeks civil penalties, under Ind. Code § 24-5-0.5-4(g), on Count X of this Complaint, for Flexible Auto Sales' knowing violations of Ind. Code § 24-5-0.5-3(a), payable to the State of Indiana, in the amount of five thousand dollars (\$5,000.00) per violation.
57. The State seeks civil penalties, under Ind. Code § 24-5-0.5-8, on Count XI of this Complaint, for Flexible Auto Sales' incurable deceptive acts, payable to the State of Indiana, in the amount of five hundred dollars (\$500.00) per violation.
58. The State seeks all other just and proper relief.

Respectfully submitted,

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