

**DENNIS M. CHARNEY**, ISB # 4610  
P.O. Box 171  
Ten Sleep, WY 82442  
Telephone: (208) 938-9500  
Email: dennischarney@gmail.com

*Attorney for Plaintiff*

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

**IDEAL LENDING, LLC**, an Idaho Limited  
Liability Corporation,

Plaintiff,

v.

**UNDER THE INFLUENCE, LLC d/b/a  
STOLEN AUTO SALES, LYNN CALVIN**  
an individual, and **CHRIS TEAGUE**, an  
individual,

Defendants.

Case No. CV01-18-19331

**COMPLAINT AND  
DEMAND FOR JURY TRIAL**

Plaintiff, Ideal Lending, LLC, by and through its' attorney of record, Dennis M. Charney,  
as and for a cause of action against the Defendants, complains and alleges as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Ideal Lending, LLC, ("Ideal"), a title loan company, is and was at all times herein mentioned an Idaho limited liability corporation organized and existing under the laws of the State of Idaho with its place of business at 4213 W. Chinden Blvd., Garden City, ID 83714.

2. Defendant Under the Influence, LLC , is an Idaho limited liability corporation

doing business under the assumed name of Stolen Auto Sales.

3. Stolen Auto Sales has its place of business at 6512 W. Fairview Avenue, Boise, ID, 83704.

4. Defendant Lynn Calvin (“Calvin”) is the managing member and registered agent of Under the Influence, LLC, and has a mailing address of 25035 The Driving Lane, Caldwell, ID 83607.

5. Defendant Chris Teague (“Teague”) is a Sales Manager for Stolen Auto Sales.

6. Jurisdiction lies in the District Court of the Fourth Judicial District of the State of Idaho under Idaho Code § 5-514 because Defendants have transacted business and/or committed tortious acts within the State of Idaho.

7. Venue is proper under Idaho Code § 5-404. Defendants either reside in this County or maintain a principal place of business in this county. Additionally, the causes of action arose in Ada County.

### **GENERAL FACTUAL ALLEGATIONS**

8. Ideal Lending needed to repossess a white 2010 GMC Yukon Denali (“Yukon”) for which Ideal had title.

9. Chris Teague had repossessed other vehicles for Ideal and agreed to repossess the Yukon.

10. Soon thereafter, in October of 2017, Ideal agreed for Teague, in his capacity as a salesperson for Stolen Auto, to sell the Yukon at the Stolen Auto location on consignment.

11. Defendants agreed to sell the Yukon for \$18,500.00.

12. The parties had agreed to such arrangements in the past, but this time Stolen Auto could not sell the automobile quickly.

13. On May 16, 2018, Teague called Ideal and said he had a customer who would purchase the vehicle for \$14,500.00. Teague asked if the amount was agreeable and if so whether Ideal would also agree to pay Teague a \$1,000.00 commission from the sale of the vehicle.

14. Ideal agreed to these terms and delivered the title to Teague.

15. Instead of paying Ideal the sales proceeds, the defendants kept the money and concealed the details of the sale and the whereabouts of the sale proceeds.

16. When asked, Teague alleged that the reason Ideal did not have the money right away was because the individual purchaser's bank was having difficulty wiring the funds to Ideal Lending.

17. In fact, the defendants had sold the Yukon at Crosspoint Auto Auction, an auction house that sells to dealerships, on May 15, 2018 for \$15,000.00 minus a seller's fee of \$465.00.

18. Upon information and belief, Instant Equity Auto was the purchaser and ended up selling the Yukon for over \$18,000.00.

19. Crosspoint Auto Auction immediately issued a check to Stolen Auto for \$14,535.00, and Stolen Auto cashed the check two days later.

20. When asked whether the vehicle had been sold at auction versus to an individual, Teague denied that the Yukon had been sold at Auction; Calvin, however, admitted it had been sold but that Stolen Auto did not have funds enough in its account to pay Ideal.

21. The Defendants have failed to respond to a demand letter from Ideal's attorney.

**FIRST CAUSE OF ACTION**  
**Breach of Contract**

22. Plaintiff incorporates by reference the foregoing paragraphs as if fully set forth herein.

23. Ideal and defendants entered into an oral contract in October 2017.

24. The contract provided that for a commission, defendants could sell a Yukon which was titled to Ideal Lending, LLC.

25. The Plaintiff performed its obligations under the contract.

26. The Defendants have not performed their contractual obligations. Specifically, defendants have not paid Ideal the sales price of \$14,500.00 minus the \$1,000.00 commission.

27. Thus, the plaintiff has been damaged on account of the breach in the amount of \$13,500.00 plus interest.

**SECOND CAUSE OF ACTION**  
**Fraud**

28. Plaintiff incorporates by reference the foregoing paragraphs as if fully set forth herein.

29. The defendants made intentional misrepresentations that defendants would sell the Yukon, which was Ideal's property, for a commission but with proceeds payable to Ideal.

30. The statements and/or misrepresentations were false and material.

31. Defendants made these statements and/or misrepresentations of fact knowing of their falsity. Specifically, a) Stolen Auto was in financial trouble at the time that its agent, Teague, told Ideal that Stolen Auto would sell the Yukon for \$14,500.00 rather than for \$18,500; b) Defendants knew Stolen Auto intended to sell the Yukon at Crosspoint Auto Auction rather

than to an individual but did not tell Ideal; and c) Defendants knew when they took the title for the Yukon that they did not have the funds to pay Ideal the proceeds for the Yukon.

32. Defendants made these statements and/or misrepresentations of fact intending for Ideal to rely on them.

33. Ideal was ignorant of the falsity of these statements and/or misrepresentations.

34. Ideal was injured because of its justifiable reliance on Defendants' statements and/or misrepresentations of fact.

35. Accordingly, Ideal has suffered damages of \$13,500.00 plus interest for which it is entitled to recover.

#### **DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial pursuant to Idaho Rules of Civil Procedure 38(b).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for Judgment in favor of Plaintiff and against Defendants as follows:

A. That the Court award actual damages of \$13,500.00 plus pre and post judgment interest resulting from defendants' breach and/ or fraud;

B. That the Court award attorney's fees and costs pursuant to I.C. §12-120, and for the sum of \$4,000.00 as reasonable attorneys' fees in the event of default by the Defendants.

C. For court costs; and

D. That the Court provide relief as the Court deems to be just.

**DATED** this 17th day of October, 2018.

/s/ Dennis M. Charney  
**DENNIS M. CHARNEY**  
*Attorney for Ideal Lending, LLC*