



**NAILAH K. BYRD**  
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**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
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Confirmation Nbr. 3560660

DANIEL GRAND

CV 25 121220

vs.

**Judge: SHERRIE MIDAY**

EBAY INC., ET AL.

**Pages Filed: 35**

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

DANIEL GRAND )  
*Plaintiff* )  
2343 Miramar Blvd., )  
University Heights, OH 44118 )

V. )

EBAY INC. )  
*Defendant* )  
2025 HAMILTON AVE. )  
SAN JOSE, CA 95125 )  
Serve via Statutory Agent: )  
Corporation Service Company )  
3366 Riverside Dr., Suite 103 )  
Upper Arlington, OH 43221 )

And )

JOHN DOE )  
*Defendant* )  
An individual seller whose identity is )  
Presently unknown, but who may be )  
Served upon identification )

And )

COLLECTORS UNIVERSE, INC. d/b/a )  
PROFESSIONAL SPORTS )  
AUTHENTICATOR (PSA) )  
*Defendant* )  
10 STERLING )  
IRVINE, CA 92618 )  
Serve via Statutory Agent: )  
Corporation Service Company )  
3366 Riverside Dr., Suite 103 )  
Upper Arlington, OH 43221 )

COMPLAINT FOR FRAUD, BREACH  
OF WARRANTY, NEGLIGENT  
MISREPRESENTATION, VIOLATIONS  
OF THE OHIO CONSUMER SALES  
PRACTICES ACT, AND FOR  
COMPENSATORY, ECONOMIC,  
DECLARATORY, AND INJUNCTIVE  
RELIEF

## **Introduction and Nature of the Case**

This case arises from a deceptive and high-value transaction involving the purchase of a rare and collectible sports trading card—a 1984-85 Star Michael Jordan #101 rookie card graded by Beckett Grading Service (BGS) as 8.5 with three 9.5 subgrades—via eBay’s platform under its widely marketed “Authenticity Guarantee” program.

This transaction was not a mere peer-to-peer sale; it was materially shaped and operationally executed through eBay’s proprietary “Authenticity Guarantee” infrastructure, placing eBay at the center of the buyer’s experience and directly influencing Plaintiff’s reliance and economic risk.

Plaintiff, Daniel J. Grand, acting as a good-faith consumer, relied upon the representations made by both eBay and the anonymous seller, including high-resolution photos, item condition descriptions, and assurances of a rigorous third-party verification process.

Plaintiff is part of a known collector and arbitrage community that relies heavily on the integrity of eBay’s listing and authentication services. This particular card’s auction attracted significant online attention from that community. The heightened exposure, coupled with the listing’s visual and textual representations, created a unique market context in which Plaintiff’s reliance was especially reasonable and commercially foreseeable.

These conditions made it not only foreseeable, but inevitable, that misrepresentations or authentication failures by Defendants would result in material investment losses.

Unbeknownst to Plaintiff at the time of purchase and upon information and belief, using digital editing tools the listing photographs had been intentionally altered to conceal a material blemish embedded within the card's encapsulation case. This blemish—readily visible upon receipt—was not disclosed, mentioned, or visible in any promotional materials, and was missed or disregarded by the entities participating in eBay's authentication program.

These failures did not relate to eBay merely publishing third-party content, but to its and PSA's direct participation in processing and endorsing the item through a structured commercial chain of custody. The defect passed through multiple stages of contracted professional review, none of which served to protect the buyer as promised.

After Plaintiff paid approximately \$53,000 for the card, he immediately discovered that the physical item he received materially differed from the condition represented. Despite prompt notice, weeks have passed, and eBay has issued no determination, no response, and no remedy. This prolonged delay has magnified the harm to Plaintiff, who used both debit and credit funding to complete the transaction, increasing his debt exposure and financial risk.

eBay's prolonged silence is not merely a customer service failure; it constituted a breach of its contractual Authenticity Guarantee, which promised a prompt buyer protection process in cases of misrepresentation. The damage was already done—timing-sensitive arbitrage potential was lost, capital was tied up, and Plaintiff was left without the opportunity to mitigate harm in real time.

Even if a refund were eventually offered, Plaintiff has already suffered distinct and irreparable harm. Cards of this caliber and condition are exceedingly rare, and Plaintiff's ability to resell ('flip') or submit the card to a different grading company for regrading ('cross') the card over at

a profit has been lost. The unique market opportunity tied to the timing and condition of this card is not replicable.

In the high-end trading card market, resale and cross-grading opportunities tied to short-term trends are central to investment strategies. eBay and PSA, who actively solicit high-value collectible sales through their Authenticity Guarantee, are or should be aware that the timing of delivery, visual condition, and grading status form the core of the item's investment utility. The harm suffered here was not hypothetical—it was structurally built into the commercial ecosystem Defendants promoted.

Plaintiff brings this action to recover for the compounded harms caused by the Defendants' misrepresentations, concealment, and systemic failure to provide timely or fair recourse. No consumer should be left exposed to five-figure financial risk while powerful platforms delay or deflect responsibility behind the illusion of a "guarantee."

This failure was not limited to third-party content, but, stemmed from eBay's and PSA's own commercial conduct—specifically, their design, execution, and representation of the Authenticity Guarantee program as a safe and reliable transaction structure. eBay did not merely publish a listing—it processed, endorsed, and delivered the product after internal authentication, transforming the platform from neutral host to active transaction guarantor.

Plaintiff has preserved documentary and photographic evidence supporting the allegations herein and will produce such evidence during discovery or in support of dispositive motions as appropriate.

This includes archived copies of the original eBay listing, metadata-verified screenshots, and contemporaneous unboxing photos. Plaintiff will also demand internal intake photographs and reviewer records from PSA and eBay to corroborate the presence and concealment of the defect.

This Complaint seeks damages and equitable relief against all responsible parties, including: (1) eBay, for breach of warranty, violation of the Ohio Consumer Sales Practices Act, and other actionable misconduct undertaken through its proprietary authentication program; (2) John Doe, the unidentified seller, for fraud and misrepresentation; and (3) PSA, for its negligent and commercially consequential failure to detect and disclose a visible defect during grading or authentication.

eBay and PSA are not being sued for hosting third-party content or offering subjective opinions, but for their own direct conduct in physically receiving, inspecting, and certifying the item under a structured commercial program they jointly administered. Their participation in the transaction was active, transactional, and independently actionable, with foreseeable consequences to consumers relying on the program's promised safeguards.

### **Parties, Jurisdiction and Venue**

1. Plaintiff Daniel J. Grand is an individual who resides in University Heights, Cuyahoga County, Ohio, and was at all relevant times a consumer acting in a personal capacity.

2. Defendant eBay Inc. is a Delaware corporation with its principal place of business located at 2025 Hamilton Avenue, San Jose, California 95125. eBay regularly transacts substantial business in Ohio and within Cuyahoga County through its online marketplace platform, including through the sale and shipment of goods to Ohio consumers. Plaintiff reserves the right to challenge the enforceability of any mandatory arbitration or forum selection clause asserted by eBay,

including those contained in standard-form user agreements, based on unconscionability, public policy, and waiver through eBay's inconsistent enforcement or conduct in this dispute. eBay may be served through its statutory agent, Corporation Service Company, located at 3366 Riverside Drive, Suite 103, Upper Arlington, Ohio 43221.

3. Defendant John Doe is an individual seller whose true name and identity are presently unknown to Plaintiff. Upon information and belief, John Doe listed and sold the subject trading card through eBay's platform and concealed material information during that sale. Plaintiff will seek expedited discovery and leave to amend under Civ.R.15 once the seller's identity is disclosed or compelled through third-party subpoena. The seller's identity is exclusively known to eBay and will be subject to subpoena and preservation demands to ensure Plaintiff's ability to effectuate proper service and pursue direct claims of fraud and concealment.

4. Defendant Collectors Universe, Inc., d/b/a Professional Sports Authenticator (PSA) is a Delaware corporation with its principal place of business located at 10 Sterling, Irvine, California 92618. PSA is engaged in the grading, certification, and authentication of collectible trading cards, including services performed in connection with eBay's Authenticity Guarantee program. Plaintiff asserts that PSA operated as eBay's designated agent and custodian during the transaction and that PSA's actions formed a foreseeable and essential component of the buyer protection promise upon which Plaintiff relied. PSA may be served through its statutory agent, Corporation Service Company, located at 3366 Riverside Drive, Suite 103, Upper Arlington, Ohio 43221.

5. Jurisdiction is proper in this Court pursuant but not limited to Ohio Revised Code § 2307.382 (A)(1), (3), and (4) and Ohio Civ.R.4.3, as the claims arise from Defendants' conduct

affecting a consumer in Ohio and relate to a transaction involving goods delivered and received in Cuyahoga County.

6. Venue is proper in the Cuyahoga County Court of Common Pleas under Ohio Civ.R.3(B), as the cause of action arose in this county and Plaintiff resides in this county.

### **Factual Allegations Common to All Claims**

7. On or about June 27, 2025, Plaintiff purchased a high-grade 1984–85 Star Michael Jordan rookie trading card through an auction hosted on eBay’s platform, for a total purchase price of \$52,750.20.

8. Specifically, the card was a 1984–85 Star Michael Jordan #101 XRC graded by Beckett Grading Service (BGS) as 8.5, with subgrades of 9.5 for surface, edges, and corners, and 8 for centering—placing it in a premium tier of BGS 8.5 examples and making it a strong candidate for cross-grading and investment resale. The card’s premium subgrades made it objectively distinguishable within the 8.5 tier, a distinction recognized in collector markets and industry valuation guides, not merely Plaintiff’s opinion.

9. The listing was offered under eBay’s widely marketed ‘Authenticity Guarantee’ program, which represents to buyers that qualifying items will be ‘genuine and as described,’ based on a mandatory third-party authentication process. This guarantee formed a core component of the purchase and created specific buyer expectations under both contractual and statutory law. This representation was not a generalized advertisement but was prominently embedded in the listing flow and incorporated into eBay’s enforceable transaction policies and buyer agreement.

10. The listing included two high-resolution images—one of the card’s front and one of the back—each of which visually conformed to the expected condition of a BGS 8.5-graded



card. These images were a central basis for Plaintiff's reliance on the item's condition and value. The image quality and angle matched standard industry practices and were relied upon in a manner consistent with collector norms and prior successful transactions under eBay's platform.

11. The seller simply described the item in the listing as a '1984–85 Star Michael Jordan RC #101 BGS 8.5 w/3 9.5 subs!!!'—without any disclaimer, condition qualification, or disclosure of blemishes or flaws. The absence of any negative condition language created an affirmative impression of pristine quality. The listing's emphasis on three 9.5 subgrades without any offsetting language affirmatively suggested pristine condition and created a misleading omission, actionable under Ohio consumer law and common law fraud principles.

12. Upon information and belief, the seller intentionally manipulated the listing photograph of the card's back using digital editing tools (such as Photoshop or equivalent) to conceal a material blemish—specifically, a distinct white speck embedded within the BGS-encapsulated plastic case. Plaintiff bases this belief on the total absence of the blemish in the listing image, its immediate and obvious appearance upon receipt, and the inconsistencies observable between the item in person and the original listing image. This act constituted a knowing visual misrepresentation of the item's condition.

13. Plaintiff reasonably relied upon the combined representations of both the seller and eBay, including eBay's public assurance—a policy repeated throughout eBay's transactional interface, public FAQ, and checkout process—that its 'Authenticity Guarantee' included professional review to confirm both authenticity and item condition. These intertwined representations created justifiable reliance in a high-dollar collectible transaction, and it was commercially foreseeable to all Defendants that such reliance would directly influence the purchasing decision.

14. According to eBay’s published Authenticity Guarantee policy—incorporated into its platform-wide user terms—the authentication process is generally completed within two (2) business days. If the item’s condition is inconsistent with the listing, eBay represents that it will notify the buyer, provide photographic evidence of the discrepancy, and offer the buyer the choice to cancel for a refund or proceed with the transaction after review. These procedures were not merely aspirational; they were part of the transacted process and relied upon by Plaintiff, to his detriment, in choosing to complete the purchase.

15. As of June 2025, eBay’s policy included the following language, publicly posted on its Authenticity Guarantee webpage:

“Sometimes, an item passes our authenticity checks but there's a minor discrepancy with its listing. For example, the item is not in its original packaging, there's a minor mark that wasn't mentioned in the listing, or it's missing an accessory that was part of the listing. If this happens, we'll get in touch with you. We'll let you know the details, provide any relevant pictures, and ask you to confirm whether you'd still like to go ahead with the purchase. If you choose to go ahead, we'll send it on to you as an authenticated item. Your purchase will still be eligible for eBay Money Back Guarantee[.] If you decline the item (or we don't hear back from you within the time frame provided), we'll return it to the seller and you'll get a refund[.]” <https://www.ebay.com/help/buying/buying-authenticity-guarantee/buying-authenticity-guarantee?id=5470>

16. In the present transaction, none of these promised procedures occurred: Plaintiff received no disclosure, no photographs, no discrepancy notice, and no opportunity to decline the purchase following authentication. This failure constituted a deviation from both eBay's own published terms and industry-standard authentication practices and deprived Plaintiff of the contractual remedy promised at the point of sale.

17. Pursuant to eBay's Authenticity Guarantee process, the card was forwarded to Professional Sports Authenticator (PSA), eBay's contracted authentication partner, for inspection before final delivery. This forwarding was not merely logistical but formed part of the contractual framework offered by eBay to consumers, with PSA functioning as its designated agent for authentication purposes.

18. Upon information and belief, PSA captured high-resolution intake photographs of the card as part of its standard authentication protocol. PSA routinely performs this step in its intake workflow, and its contractual obligations under the Authenticity Guarantee reinforce the existence and materiality of these visual records. These images would have revealed the concealed blemish prior to shipment. Plaintiff intends to obtain these records in discovery and demands their preservation, as they are central to PSA's role and eBay's contractual obligations.

19. Upon information and belief, PSA's intake photographs plainly depicted the concealed blemish—a white speck within the BGS case—which would have been readily observable to any trained authentication reviewer exercising reasonable care. The blemish's visibility is not speculative; Plaintiff has documented it post-delivery and intends to offer expert testimony confirming that the flaw was both noticeable and material under professional authentication standards.

20. PSA's high-resolution intake images are material evidence bearing directly on the accuracy of the seller's listing. Plaintiff demands their immediate preservation under Civil Rule 34 and reserves the right to seek sanctions for any failure to retain these core records. This demand is made in light of PSA's operational role as eBay's authentication designee, and Plaintiff invokes the duty to preserve potentially relevant evidence that attaches upon anticipation of litigation.

21. Despite its access to this photographic evidence and its contractual and public-facing role as a gatekeeper against misrepresented items, eBay permitted the transaction to proceed without any warning, disclosure, or buyer notification—an explicit deviation from its stated policy and a failure to act upon a known or reasonably knowable discrepancy. To the extent PSA acted as eBay's authentication agent, PSA's visual inspection failures are attributable to eBay under agency law. Thus, eBay cannot disclaim knowledge or responsibility for discrepancies discoverable during its designated process.

22. eBay failed to exercise its discretion to intervene or halt the transaction despite clear visual evidence of a material deviation. It took no action to reject the item, suspend the seller, or notify Plaintiff—even though the blemish was known or reasonably should have been known during authentication. eBay's control over the authentication process, including the discretion to cancel or intercept shipments, created a duty of care that it voluntarily undertook and breached.

23. As of the date of this Complaint, eBay has neither canceled the sale, issued a refund, nor disclosed the identity of the seller. It has further failed to take any disciplinary action against the seller or remove the fraudulent listing history from its platform—thereby enabling the ongoing fraud to persist and shielding the seller from accountability. eBay's refusal to disclose the seller's identity has obstructed service of process and enabled the continuation of deceptive practices, thereby making eBay an active participant in the concealment.

24. This is not merely a case involving ‘a minor mark that wasn't mentioned in the listing.’ In fact, it is a case where the seller affirmatively altered the photograph to conceal a blemish that materially impacted the card’s value. The item delivered clearly differs in visual resemblance to the listing photo and constituted a clear misrepresentation. And this was missed by both PSA and eBay, again, resulting in a deviation from both eBay’s own published terms and industry-standard authentication practices and the deprivation of the contractual remedy promised to Plaintiff at the point of sale.

25. The card was delivered to Plaintiff by FedEx on July 7, 2025, at 11:53 a.m. EST, with tracking and confirmation under shipment number 882484102365. Upon unboxing and inspecting the item, Plaintiff immediately observed a visible defect—specifically, the previously concealed white speck—which is plainly apparent to the naked eye and would have been equally obvious to any qualified reviewer. This white speck is located within the BGS-encapsulated holder, sealed through a tamper-evident, sonically welded process that prevents post-grading intrusion or contamination. Its position within the sonically sealed case proves the blemish pre-existed shipment and could not have been introduced by the buyer or in transit and also pre-dated the listing made by the seller.

26. In fact, a search conducted on the BGS website, using the cards certification number 0009762488, shows that the card was sonically sealed by BGS on Thursday, March 30, 2017.

[https://www.beckett.com/grading/card-lookup?item\\_id=0009762488&item\\_type=BGS](https://www.beckett.com/grading/card-lookup?item_id=0009762488&item_type=BGS)

27. Plaintiff promptly reviewed the original listing photographs and confirmed that the blemish was entirely absent. The omission of any visible defect created a false impression of condition that directly influenced Plaintiff’s decision to proceed with the purchase. Because the blemish resided within the sealed BGS holder, its absence from the listing photos is dispositive

evidence that the photo was altered. Defendants knew or should have known that such a discrepancy would materially impact buyer reliance and value, particularly in a high-grade, investment-caliber listing.

28. Immediately after delivery, Plaintiff contacted an eBay representative who instructed him to submit a return request—even though the listing stated ‘no returns’—and assured him that a formal dispute case would be opened promptly under the Authenticity Guarantee policy. However, no such case was initiated, and unusually, Plaintiff did not receive the standard emailed transcript of the customer service interaction. This missing transcript creates both a factual and procedural irregularity that undermines eBay’s expected recordkeeping practices and raises questions about spoliation or selective retention. eBay cannot rely on its policies defensively while simultaneously failing to produce contemporaneous documentation it controls.

29. eBay emailed Plaintiff about eBay’s Authenticity Guarantee dispute process, based on eBay’s own published policy, usually, a decision would be made within 72 hours. eBay’s failure to adhere to this timeline was not a trivial delay but a direct breach of the buyer-facing resolution protocol it affirmatively advertised and upon which Plaintiff reasonably relied. The guaranteed response time forms part of the express and implied terms of the transaction and is actionable under Ohio contract and consumer law.

30. Despite inquiries and submission of supporting documentation, eBay has failed to issue any decision, remedy, or formal acknowledgment. As of the filing of this Complaint, more than fourteen (14) days have passed without resolution—constituting a material breach of eBay’s standard resolution timeline(s). This failure foreclosed Plaintiff’s ability to mitigate damages, increased his financial exposure, and removed the very safeguard eBay promised as the centerpiece of its “Authenticity Guarantee.” To the extent eBay argues that Plaintiff waived any rights by not

withdrawing from the transaction sooner, such argument is estopped by eBay's failure to follow its own dispute resolution procedures in good faith.

31. eBay's continued delay in adjudicating the dispute has caused compounded financial harm. Plaintiff used a combination of debit and credit card funding to complete the \$52,750.20 purchase, relying on eBay's Authenticity Guarantee as a protective mechanism. As a result, Plaintiff now faces ongoing interest charges, increased credit exposure, and uncertainty regarding debt repayment. These harms are not speculative—they are quantifiable economic injuries that flowed directly from eBay's deviation from its advertised protective procedures. eBay's inaction frustrated Plaintiff's ability to reverse charges, seek timely replacement, or pursue prompt mitigation.

32. Beyond out-of-pocket financial injury, Plaintiff has suffered the loss of a unique and time-sensitive market opportunity. Cards of this caliber and condition are rare investment-grade assets, and their market value is tied to momentary conditions—public sentiment, auction cycles, and collector liquidity. Plaintiff's ability to resell during a peak window has been irretrievably lost. This opportunity loss is distinct, measurable, and irreparable; refund alone cannot make Plaintiff whole. This is not a speculative injury. Courts routinely recognize lost investment opportunity and arbitrage windows as compensable where the surrounding market data and product uniqueness support them. Here, those facts are detailed and verifiable through public sales history, valuation benchmarks, and third-party market analytics.

33. Even if eBay were to offer a full refund today, Plaintiff would still remain materially injured—having lost the benefit of the transaction's timing, incurred legal and transactional costs, and uncertainty in the wake of a high-dollar dispute. The lost timing cannot be restored by rescission alone. This case does not become moot upon refund. Under Ohio law, a

refund after breach does not extinguish consequential and reliance damages already incurred. See R.C. 1302.89(B) and accompanying case law.

34. Prior to purchase, Plaintiff reviewed market and auction data and confirmed that the card—if in the condition depicted—would have been a strong candidate for PSA crossover submission, based on comparable, quantifiable, grading guidelines. Given its (3) BGS subgrades of 9.5 for surface, edges, and corners, Plaintiff reasonably anticipated a regrade to PSA 7.5 or PSA 8, based on consistent historical outcomes. PSA crossover grading is a recognized value-enhancement strategy in the collector arbitrage market. Defendants—especially PSA—knew or should have known this practice, and the financial consequences of a lost crossover opportunity were entirely foreseeable to both PSA and eBay, whose business models target high-value collectibles for exactly this investor segment.

35. Recent public sales data confirm that a PSA 7.5 version of this card sold for approximately \$90,000, while a PSA 8 version sold for approximately \$185,000. Plaintiff reasonably relied on the condition representations and eBay's Authenticity Guarantee in pursuing a legitimate arbitrage investment. The concealed blemish rendered crossover grading impossible, thereby eliminating Plaintiff's opportunity to realize that profit. These valuations are not aspirational—they reflect objectively recorded public sales during the relevant time window and establish a credible damage model under Ohio law. The blemish was the proximate cause of this lost arbitrage value.

36. Due to the concealed white speck—which was omitted from the listing and overlooked during the authentication process—cross-grading is no longer a viable option, and the card's current market value is materially reduced. Based on auction history and expert valuation, Plaintiff estimates that the card's present value is no greater than \$25,000 to \$30,000. These figures



are based on third-party sales data and can be corroborated through expert witness testimony and PSA population reports. Given the nature of eBay's Authenticity Guarantee and PSA's role, the risk of market loss tied to concealed condition flaws was a foreseeable consequence of breach.

37. eBay has further frustrated Plaintiff's ability to obtain redress by failing to disclose the identity of the seller, thereby obstructing service of process and shielding the seller from accountability. This concealment is not protected by CDA § 230, as eBay is not being sued for publication of third-party content but for its own commercial actions post-transaction. Once eBay physically intervened in the delivery chain, endorsed the item through its Authenticity Guarantee, and failed to disclose identity post-fraud, it assumed independent obligations that supersede mere content hosting.

38. PSA—the professional sports authentication company engaged by eBay through its Authenticity Guarantee program—failed to detect or disclose a plainly visible white speck blemish embedded within the encapsulated case. This omission violated the applicable standard of care expected of professionals performing authentication and condition review. PSA was not issuing an unverifiable opinion but performing an observable physical inspection governed by objective standards. The defect was photographic, measurable, and should have triggered buyer notification under PSA's own intake protocols and eBay's published guarantee terms.

39. The defect was readily apparent and should have been identified during PSA's intake inspection and documentation process. eBay's published policy—in partnership with PSA—explicitly states that condition discrepancies, even minor ones, must be flagged, photographed, and disclosed to the buyer prior to shipment. PSA's failure to do so contravened both its professional obligations and eBay's stated guarantee process. Because PSA acted as eBay's designated authentication vendor, and the entire process was initiated and governed by

eBay's commercial guarantee, their joint failure to detect and disclose the blemish constitutes a shared breach of duty to Plaintiff.

40. Despite the clear visual presence of the blemish, eBay allowed the transaction to proceed—either ignoring PSA's failure to report or complicity in disregarding it. PSA either negligently failed to detect the defect or willfully omitted it from reporting. Together, their conduct constitutes, at minimum, negligence, and at worst, reckless indifference to their inspection and gatekeeping responsibilities. Given the monetary value of the transaction and the nature of eBay's guarantee program, such reckless omissions were not trivial—they posed foreseeable and grave consequences to any reasonable consumer relying on the program's promises.

41. The combined actions and omissions of all Defendants—including misrepresentation, concealment, failure to act, and breach of contractual and professional duties—have directly and foreseeably caused Plaintiff to suffer substantial financial losses, unrecoverable investment harm, and ongoing economic exposure. No independent intervening cause exists. The harm flowed from a unified transaction structure in which all Defendants jointly controlled item custody, verification, and release, making the resulting losses a proximate consequence of their breach.

42. Here, eBay was not acting as a passive conduit of third-party content, but as an active commercial intermediary. It has skin in the game, a large final value fee that it charges. Through its Authenticity Guarantee program, eBay inserted itself into the transaction—removing the seller from the shipping chain, exercising control over the item through its designated agent (PSA), and issuing its own post-authentication representations to the buyer, making eBay's operational structure go far beyond mere publication or facilitation of third-party content and constitutes eBay's own conduct as commercial involvement. As such, eBay is not entitled to

immunity under Section 230 of the Communications Decency Act. See *Doe v. SexSearch.com*, 551 F.3d 412 (6th Cir. 2008) (CDA § 230 does not immunize platforms for conduct beyond passive content hosting).

43. Additionally, eBay's active commercial role created direct obligations to Plaintiff separate from any user agreement disclaimers. Even if a standard-form arbitration clause is asserted, Plaintiff reserves the right to challenge enforceability based on eBay's deviation from its own terms, post-sale conduct, and unfair surprise.

### **Damages Summary**

44. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered substantial financial, investment, and reputational harm. Plaintiff seeks recovery of both direct and consequential damages under Ohio law, including but not limited to:

45. A full refund of the purchase price: \$52,750.20, representing funds paid for a materially misrepresented item that failed to conform to its listing;

46. Diminution in value damages, reflecting the difference between the represented and actual condition of the card, with current market value estimated at \$25,000–\$30,000, based on comparable transactions and expert valuation;

47. Lost arbitrage and investment opportunity damages, based on the card's potential for cross-grading to PSA 7.5 or PSA 8, which would have yielded a resale value of approximately \$90,000 to \$185,000. This opportunity loss was reasonably foreseeable given the card's grading profile and market conditions;

48. Consequential and incidental damages, including interest-bearing debt incurred due to the transaction, credit card fees, and legal expenses directly caused by eBay's failure to provide timely relief under its own Authenticity Guarantee policy. These damages are recoverable under Ohio UCC § 1302.89 and applicable tort principles because Plaintiff reasonably relied on eBay's promise of inspection and recourse in completing a high-risk, five-figure collectible purchase;

49. Treble damages pursuant to R.C. 1345.09(B) of the Ohio Consumer Sales Practices Act, as eBay and the seller knowingly and repeatedly engaged in deceptive and unconscionable practices—specifically, the publication of a materially false listing, the failure to disclose known defects during authentication, and the refusal to take remedial action when the misrepresentation became apparent post-sale;

50. Punitive damages against Defendant John Doe are appropriate under Ohio law due to his intentional, malicious fraud and concealment—specifically, the deliberate use of digital editing tools to obscure a material defect, with the intent to deceive a buyer in a high-value sale. See *Digital & Analog Design v. North Supply Co.*, 63 Ohio App.3d 657 (1989); and

51. Plaintiff seeks reasonable attorney's fees (Pro Se) and litigation costs under R.C. 1345.09(F), which provides for fee-shifting where a supplier knowingly violates the Ohio Consumer Sales Practices Act. Given eBay's published guarantees and failure to follow its own procedures, such knowledge can be shown through circumstantial evidence of willful disregard and systemic noncompliance.

52. Plaintiff's total damages—including actual, consequential, statutory, and punitive components—are reasonably estimated to exceed \$250,000 and may approach or exceed \$500,000 if treble and punitive relief is granted under applicable Ohio statutes and common law. This

estimate reflects lost investment value, consumer harm, platform-induced delay, and the magnitude of financial exposure resulting from Defendants' conduct.

### **Legal Framework**

53. This case arises from a uniquely structured online transaction in which the traditional boundaries between seller, platform, and authentication intermediary were merged through eBay's proprietary 'Authenticity Guarantee' program. Unlike a typical user-to-user transaction, this program materially alters the transaction chain by placing eBay and its designated agent, PSA, at the center of item custody, inspection, and buyer assurance. eBay expressly markets this program as a reason for consumers to trust its platform and proceed with high-value purchases, thereby shifting responsibility from the seller to eBay and its contractor.

54. Plaintiff did not merely purchase a trading card from an anonymous seller. Rather, he transacted for a specific item under eBay's structured process, in which the platform intercepted the shipment, assigned a third-party authenticator, and conveyed its own post-inspection confirmation to the buyer. The seller never shipped the card directly to Plaintiff. Instead, the item was routed through PSA, which received, inspected, and transferred it on eBay's behalf pursuant to the Authenticity Guarantee program.

55. As previously alleged, PSA was not functioning as an independent authenticator, but as a designated contractor within eBay's Authenticity Guarantee program. The card at issue was physically transferred to PSA for inspection under eBay's protocol and was then incorrectly processed and released to Plaintiff. PSA's role was both operationally integral to eBay's verification promise and legally foreseeable to Plaintiff as part of the structured transaction.

56. At all relevant times, eBay promoted the Authenticity Guarantee as a buyer-facing safeguard. Its published policy promised that any inconsistency between listing and item would trigger buyer notification and require express buyer consent before final delivery. This guarantee was central to the transaction and induced Plaintiff's reliance in completing the \$52,750.20 purchase. See *Ranazzi v. Amazon.com, Inc.*, 46 N.E.3d 213 (Ohio Ct. App. 2015) (platform policies and representations may form enforceable contract terms).

57. The Complaint alleges that the seller intentionally altered the listing image to conceal a material blemish. That blemish—upon information and belief—would have been visible to PSA during intake and image documentation. Despite this, neither PSA nor eBay intervened or disclosed the discrepancy, thereby allowing the misrepresented item to be delivered under the false imprimatur of verified authenticity. This constitutes both an affirmative misrepresentation by the seller and a gatekeeping failure by the platform and its agent.

58. Defendants were not passive content hosts. Rather, they operated as active, profit-generating commercial actors who solicited buyer trust through structured guarantees, assumed physical control over the transaction, and issued their own assurances after internal review. This conduct places them outside the protective scope of Section 230 and imposes independent legal obligations in contract, tort, and equity.

59. The facts herein give rise to independent legal duties in contract, tort, and equity. Plaintiff was not a remote party to the arrangement between eBay and PSA; he was its direct and intended beneficiary, and the program's structure was designed to induce buyer reliance. The injury did not stem from a rogue seller alone—it arose from a transactional process engineered and overseen by eBay and executed through PSA. Plaintiff's legal claims are supported by Ohio's

Uniform Commercial Code, Restatement (Second) of Torts § 552, and doctrines of constructive bailment, negligent misrepresentation, good faith and fair dealing, third-party beneficiary enforcement, and equitable relief.

### **Causes of Action**

#### **COUNT I – FRAUD (Common Law Fraud – Ohio) (Against Defendant John Doe)**

60. Plaintiff incorporates by reference all preceding paragraphs as if fully rewritten herein.

61. Defendant John Doe knowingly and intentionally concealed a material defect—a white speck embedded within the encapsulation of the trading card—by digitally altering the listing photographs using image-editing software, with the intent to induce reliance and facilitate a deceptive sale.

62. Defendant John Doe affirmatively misrepresented the condition of the card and failed to disclose the existence of the blemish.

63. Plaintiff reasonably relied on Defendant’s misrepresentations in purchasing the card for \$52,750.20.

64. Ohio law explicitly recognizes fraud when a seller intentionally conceals or suppresses a material defect or fact to induce reliance. See *Parahoo v. Mancini*, 10th Dist. Franklin No. 97APE08-1071, 1998 Ohio App. LEXIS 1600 (Apr. 14, 1998).

65. As a result of this fraud, Plaintiff has suffered direct financial harm including loss of the full purchase price, loss of arbitrage investment opportunity valued at up to \$132,250, emotional distress, and other consequential damages. Punitive damages are also appropriate due to the intentional and malicious nature of the concealment.

66. As a direct and proximate result of Defendant's fraudulent conduct, Plaintiff suffered financial loss, exposure to interest-bearing debt, and irretrievable loss of market opportunity.

**COUNT II – BREACH OF EXPRESS WARRANTY**  
**(Ohio Uniform Commercial Code – R.C. 1302.26; R.C. 1302.01(A)(4), (13))**  
**(Against Defendant eBay Inc.)**

67. Plaintiff incorporates all prior allegations as if fully restated.

68. Defendant eBay offered an "Authenticity Guarantee" which expressly warranted that items would be "genuine and as described."

69. Ohio courts have recognized that express warranties can arise from promotional materials, advertisements, and online guarantees relied upon by consumers. See McKinney v. Bayer Corp., 744 F. Supp. 2d 733, 754–55 (N.D. Ohio 2010).

70. Plaintiff relied upon this guarantee in proceeding with the purchase.

71. The item delivered materially deviated from both the seller's listing and eBay's express representation that the card would be 'as described,' rendering it non-conforming under the Authenticity Guarantee.

72. eBay failed to honor its own express guarantee when it allowed the item to be delivered without notice of the blemish.

73. As a result of eBay's breach of warranty, Plaintiff has suffered economic harm, including direct financial loss and lost investment value.

74. Plaintiff seeks actual damages for breach of warranty, including the \$52,750.20 paid, the diminished value of the card as received, and the loss of profit opportunity through PSA cross-grading and resale.



**COUNT III – NEGLIGENT MISREPRESENTATION**  
**(Common Law Tort – See *Delman v. Cleveland Heights*, 41 Ohio St.3d 1 (1989))**  
**(Against Defendants eBay Inc. and PSA)**

75. Plaintiff incorporates all preceding allegations by reference.

76. Under Ohio law, negligent misrepresentation arises when one supplies false information in the course of business, on which another party justifiably relies, suffering economic harm as a result. See *Delman v. Cleveland Heights*, 41 Ohio St.3d 1, 4 (1989).

77. Defendants eBay and PSA undertook a duty to truthfully and accurately inspect and report the condition of the item under the Authenticity Guarantee process.

78. PSA, acting on eBay's behalf, failed to identify or disclose a plainly visible blemish, despite photographic documentation and visual review protocols.

79. eBay and PSA operated as joint participants in the authentication program, with PSA acting as eBay's designated agent for purposes of verifying listing accuracy. Their actions are attributable to one another under agency and joint enterprise principles.

80. Defendants conveyed false information and omitted material facts regarding the condition of the item.

81. Plaintiff reasonably relied on those misrepresentations and omissions to his detriment.

82. Plaintiff's damages include the purchase amount, the market value drop, loss of resale opportunity, and all incidental costs resulting from reliance on Defendants' misrepresentations during the authentication process.

83. Plaintiff has suffered financial loss directly caused by the negligent misrepresentations of eBay and PSA.

**COUNT IV – VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT  
(R.C. 1345.01 et seq., including R.C. 1345.02 and 1345.03)  
(Against Defendants eBay Inc. and John Doe)**

84. Plaintiff incorporates all prior allegations.

85. Plaintiff is a “consumer” and Defendants are “suppliers” as defined in R.C. 1345.01.

86. Defendants engaged in deceptive acts and practices in violation of R.C. 1345.02 and 1345.03, including false representation of the item’s condition and failure to honor advertised protections.

87. These violations were unfair, deceptive, and unconscionable under the OCSPA.

88. Plaintiff’s actual damages under the OCSPA exceed \$100,000 and include both out-of-pocket and investment losses. Because the conduct was deceptive and unconscionable, Plaintiff also seeks treble damages under R.C. 1345.09(B) and reasonable attorney’s fees (Pro Se) under R.C. 1345.09(F).

89. Ohio courts recognize online transactions, including platform guarantees and deceptive advertising practices, as actionable under OCSPA. See *Ferron v. Dish Network, LLC*, 195 Ohio App.3d 686, 2011-Ohio-5235, ¶ 23 (10th Dist.); see also *State ex rel. DeWine v. GMAC Mortgage LLC*, 2012-Ohio-3221, ¶ 32 (Ohio Ct. App., 10th Dist.) (confirming OCSPA violations based on misleading consumer protections or guarantees).

90. Plaintiff is entitled to statutory and actual damages, equitable relief, attorney’s fees, and treble damages.

**COUNT V – DECLARATORY JUDGMENT  
(R.C. Chapter 2721 – Declaratory Judgment Act)  
(Against All Defendants)**

91. Plaintiff incorporates all prior allegations.

92. An actual and justiciable controversy exists between Plaintiff and Defendants concerning the legitimacy of the transaction, condition of the item, and parties' obligations under warranty and consumer law.

93. A declaration is necessary to confirm Plaintiff's entitlement to rescission, full refund, and statutory remedies due to the substantial economic loss described in Paragraphs 35–36 of this Complaint.

94. Plaintiff seeks a declaratory judgment pursuant to R.C. Chapter 2721 determining that the transaction violated Ohio law and that Plaintiff is entitled to rescission and full relief.

**COUNT VI – INJUNCTIVE RELIEF**  
**(Common Law and R.C. 1345.09(D) – Equitable Relief under OCSPA)**  
**(Against Defendant eBay Inc.)**

95. Plaintiff incorporates all prior allegations.

96. eBay's failure to disclose the seller's identity and failure to suspend or investigate fraudulent activity presents a continuing threat to consumers.

97. Plaintiff seeks an injunction compelling eBay to (a) disclose seller identity, (b) preserve all evidence of the transaction and authentication, and (c) implement changes to prevent recurrence of deceptive sales.

**COUNT VII – UNJUST ENRICHMENT**  
**(Common Law – Quasi-Contract / Restitution Theory)**  
**(Against Defendants eBay Inc. and John Doe)**

98. Plaintiff incorporates all prior allegations.

99. Defendants have retained the benefit of Plaintiff's payment while delivering a materially defective and misrepresented product.

100. It would be inequitable for Defendants to retain those funds without compensation to Plaintiff.

**COUNT VIII – AIDING AND ABETTING FRAUD  
(Common Law – Secondary Liability / Civil Conspiracy Principles)  
(Against Defendants eBay Inc. and PSA)**

101. Plaintiff incorporates all prior allegations.

102. Ohio recognizes aiding and abetting fraud as actionable under civil conspiracy theories where defendants have actual knowledge or demonstrate willful blindness to fraudulent conduct and provide substantial assistance. See *Wells Fargo Bank, N.A. v. Smith*, 2013-Ohio-855, ¶ 36-38 (Ohio Ct. App., 8th Dist.) (establishing criteria for secondary liability via aiding and abetting fraud).

103. Defendant John Doe committed fraud. Defendants eBay and PSA had actual knowledge, or were willfully blind, to the fact that the listing images had been doctored and the item was misrepresented.

104. They provided substantial assistance to the fraud by processing and delivering the item under the false imprimatur of a verified and authenticated transaction, thereby facilitating the deception.

105. eBay and PSA operated as joint participants in the authentication program, with PSA acting as eBay's designated agent for purposes of verifying listing accuracy. Their actions are attributable to one another under agency and joint enterprise principles.

106. eBay further aided in the concealment by withholding the seller's identity.

107. As a result, Plaintiff has suffered direct financial and reputational harm.

**COUNT IX – BREACH OF IMPLIED WARRANTY OF FITNESS FOR A  
PARTICULAR PURPOSE**

**(Ohio UCC – R.C. 1302.28(B))**  
**(Against Defendant eBay Inc.)**

108. Plaintiff incorporates all prior allegations.

109. Under Ohio Revised Code § 1302.28(B), An implied warranty arises whenever a seller knows of the buyer's particular purpose for the goods, and that the buyer is relying on the seller's skill or judgment to furnish suitable items. See *Norcold, Inc. v. Gateway Supply Co.*, 154 Ohio App.3d 594, 2003-Ohio-4252, ¶ 11 (3d Dist.). This specifically includes consumer and investment-grade purchases.

110. eBay selected and utilized PSA for the specific purpose of ensuring item authenticity and alignment with listed descriptions, thereby promoting buyer reliance.

111. Plaintiff relied on this representation to ensure that the card was fit for the purpose of investment, resale, and collection.

112. The item failed to meet that purpose due to the concealed blemish.

113. Defendant is liable for breach of implied warranty under Ohio law.

**COUNT X – BREACH OF CONTRACT**  
**(Common Law and eBay Terms of Sale / Published Policy – Incorporated by Reference)**  
**(Against Defendant eBay Inc.)**

114. Plaintiff incorporates all prior allegations.

115. eBay published and promoted a contractual Authenticity Guarantee process that included: Inspection for condition discrepancies; Notification and photo evidence if the item did not match the listing; Option to accept or decline upon discovery of such discrepancies.

116. Defendant eBay failed to follow these contractual provisions, including the inspection, disclosure, and buyer notification procedures outlined in its Authenticity Guarantee.

117. Ohio courts have held that online platform policies, user agreements, and consumer guarantees constitute enforceable contracts under Ohio law when relied upon by purchasers. See *Ranazzi v. Amazon.com, Inc.*, 46 N.E.3d 213, 217–218 (Ohio Ct. App., 1st Dist. 2015).

118. eBay failed to perform its obligations, and its breach has caused Plaintiff direct damages, including loss of money, market opportunity, and legal costs.

**COUNT XI – BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING  
(Common Law and Ohio UCC – R.C. 1301.304)  
(Against Defendant eBay Inc.)**

119. Plaintiff incorporates all preceding paragraphs by reference.

120. Pursuant to Ohio law and R.C. 1301.304, every contract or agreement carries with it an implied duty of good faith and fair dealing in performance and enforcement.

121. Defendant eBay entered into a contractual arrangement with Plaintiff through the Authenticity Guarantee and associated Terms of Sale, promising a process whereby purchased items would be verified to match their descriptions.

122. eBay breached its duty of good faith and fair dealing by failing to adhere to the procedures and representations made in its Authenticity Guarantee program; permitting a materially misrepresented item to be delivered without notice or remedy; failing to timely investigate or respond after Plaintiff submitted a complaint; withholding the identity of the seller, thereby preventing accountability; and exercising its platform control in a manner that unfairly disadvantaged the consumer in resolving the dispute.

123. As a direct and proximate result, Plaintiff suffered damages as outlined in Counts II, IV, VI, and X, including financial harm, lost arbitrage opportunities, and unjust exposure to risk.

**COUNT XII – BAILMENT / NEGLIGENT ENTRUSTMENT  
(Common Law – Custodial Duty and Reasonable Care)  
(Against Defendant eBay Inc. and PSA)**

124. Plaintiff incorporates by reference all preceding paragraphs as if fully restated herein.

125. Ohio courts recognize a bailment relationship as arising whenever property is delivered into another's custody under circumstances imposing an obligation to safeguard and return or otherwise handle that property responsibly. See *David v. Lose*, 7 Ohio St.2d 97, 99 (1966); see also *Tomas v. Nationwide Mut. Ins. Co.*, 79 Ohio App.3d 624, 628 (Ohio Ct. App., 8th Dist. 1992) (recognizing bailment duties arising from custody and control scenarios, even without explicit agreements).

126. Plaintiff entrusted payment and the transaction to eBay and its Authenticity Guarantee partners, including PSA, who took physical possession and control of the subject trading card during the authentication process.

127. Through this arrangement, a bailment relationship was created. eBay and PSA had a duty to inspect, safeguard, and accurately report the condition of the item before releasing it to Plaintiff.

128. PSA physically handled and photographed the card and its encapsulated condition. eBay relied on and controlled the outcome of that inspection before final delivery.

129. Despite the exercise of exclusive custody and specialized handling, Defendants allowed a misrepresented, materially defective product to be delivered to Plaintiff without flagging the inconsistency, despite internal records and clear visual evidence of the concealed blemish.

130. Defendants failed to exercise reasonable care in the inspection and disposition of the bailed goods and are therefore liable under principles of bailment and/or negligent entrustment.

131. As a result, Plaintiff has suffered financial harm, loss of investment opportunity, and exposure to additional debt risk.

**COUNT XIII – COMMON LAW NEGLIGENCE  
(Voluntarily Assumed Custodial Duty; Failure to Exercise Reasonable Care)  
(Against Defendant eBay Inc. and PSA)**

132. Plaintiff incorporates by reference all preceding paragraphs as if fully restated herein.

133. Defendants eBay and PSA voluntarily undertook a custodial and evaluative role in the handling of Plaintiff's property—specifically, the physical receipt, inspection, grading, authentication, and return of Plaintiff's Michael Jordan rookie card—pursuant to the eBay Authenticity Guarantee program.

134. By removing the seller from the shipping process and inserting PSA as an intermediary, eBay exercised commercial control over the transaction and affirmatively represented that the item would be verified and authenticated by trained professionals prior to being delivered to the buyer.



135. Under Ohio law, “one who undertakes to render services to another which he should recognize as necessary for the protection of the other's person or things, is subject to liability for physical harm resulting from his failure to exercise reasonable care.” See *Seley v. G.D. Searle & Co.*, 67 Ohio St.2d 192, 197 (1981); Restatement (Second) of Torts § 323.

136. Defendants thereby owed Plaintiff a duty of reasonable care in the execution of those services, including the handling, evaluation, and reporting of the item’s condition.

137. Defendants breached this duty by negligently inspecting, evaluating, and reporting on the card’s condition, by failing to detect and/or disclose a material surface blemish that would have directly impacted the card’s value and marketability, and by permitting a materially misrepresented item to be delivered to Plaintiff without recourse.

138. Moreover, Defendants failed to transmit or retain a copy of the final Authenticity Guarantee certification or condition report, in deviation from standard commercial practices and internal policies, further breaching their duty to maintain accurate records of custodial inspection and to preserve evidence central to the transaction.

139. As a direct and proximate result of Defendants’ negligence, Plaintiff suffered actual damages including—but not limited to—market-based losses, lost arbitrage opportunities, reliance damages, loss in collectible value, and reputational harm as an investor and buyer within the high-value collectibles market.

140. Plaintiff seeks compensatory damages in an amount to be determined at trial, together with all other relief this Court deems just and proper.

### **Jury Demand**

141. Pursuant to Rule 38 of the Ohio Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all issues so triable.

**Prayer for Relief**

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment in his favor and against Defendants, jointly and severally where applicable, and grant the following relief:

A. Compensatory Damages in an amount to be determined at trial, but not less than \$52,750.20, representing the full purchase price paid for the materially misrepresented trading card (*Counts I-IV, VII, X*);

B. Diminution in Value Damages, reflecting the difference between the card's value as received (approximately \$25,000–\$30,000) and the price paid, due to the concealed blemish (*Counts II-IV, IX, X*);

C. Consequential and incidental damages, as permitted under R.C. 1302.89 and common law, including but not limited to:

- interest-bearing debt exposure
- credit card interest and fees
- legal and transactional costs
- emotional and reputational distress caused by eBay's prolonged inaction

(*Counts I-IV, VI, X*);

D. Lost Market and Investment Opportunity Damages, including the reasonably anticipated arbitrage loss from Plaintiff's inability to cross-grade the card to PSA 7.5 or 8, with an estimated resale value of \$90,000–\$185,000, had the card been delivered in the condition represented (*Counts I-IV, IX, X*);

E. Punitive Damages against Defendant John Doe for intentional fraud and concealment (*Count I*);

F. Restitution or Disgorgement of all monies improperly retained by Defendants due to the unlawful sale (*Count VII*);

G. A Declaratory Judgment pursuant to R.C. Chapter 2721, declaring that:

- the transaction was invalid due to fraud, misrepresentation, and breach of warranty; and

- Plaintiff is entitled to rescission and full refund (*Count V*);

H. Plaintiff seeks preliminary and permanent injunctive relief under R.C. 1345.09(D) and Ohio common law, based on ongoing consumer risk and irreparable harm not compensable by money damages alone. Plaintiff specifically requests the following targeted relief:

- (a) disclose the identity of the seller (John Doe);
- (b) preserve all authentication, inspection, and communication records related to the transaction: Plaintiff specifically demands the preservation of all intake photographs, reviewer notes, internal flags, and communication logs related to the subject card's authentication, as such materials are central to this dispute;
- (c) revise and enforce policies to prevent future deceptive conduct;

I. A Permanent Injunction prohibiting Defendants eBay Inc. and PSA from engaging in retaliatory or adverse action against Plaintiff as a result of this Complaint, including:

- suspension or restriction of Plaintiff's user accounts
- alteration of trust or buyer metrics
- assignment to internal "watch" or "blacklist" systems
- exclusion from the Authenticity Guarantee program or equivalent protections

J. Statutory and Treble Damages under the Ohio Consumer Sales Practices Act (*R.C. 1345.01 et seq.*) for deceptive, unfair, and unconscionable conduct (*Count IV*);

K. Reasonable Attorney's Fees and Costs pursuant to *R.C. 1345.09(F)* and other applicable law (*Count IV*);

L. Prejudgment and Post-Judgment Interest, as permitted by law;

M. Court Costs and Other Litigation Fees incurred in the prosecution of this matter;

N. Such Other and Further Relief as the Court deems just, equitable, and appropriate under the circumstances.

Dated: July 21, 2025

Respectfully submitted,  
Daniel Grand  
2343 Miramar Blvd.  
University Heights, OH 44118  
Plaintiff acting Pro Se

Dated: July 21, 2025

**CERTIFICATE OF SERVICE**

A copy of the foregoing **COMPLAINT FOR FRAUD, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT, AND FOR COMPENSATORY, ECONOMIC, DECLARATORY, AND INJUNCTIVE RELIEF** was filed electronically on July 21, 2025, and served to all registered parties by operation of the Court's electronic filing system, and to be sent via mail, certified or otherwise.

/s/Daniel Grand  
2343 Miramar Blvd.  
University Heights, OH 44118  
Plaintiff acting Pro Se