



NAILAH K. BYRD
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Court of Common Pleas

ANSWER OF...
September 16, 2025 10:14

By: RACHEL N. BYRNES 0097736

Confirmation Nbr. 3617017

DANIEL GRAND

CV 25 121220

vs.

Judge: SHERRIE MIDAY

EBAY INC., ET AL.

Pages Filed: 18

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

DANIEL GRAND,)	
)	
Plaintiff,)	Case No. CV-25-121220
)	
v.)	
)	Judge Sherrie Miday
EBAY INC., et al.,)	
)	
Defendants.)	

DEFENDANT EBAY INC.'S ANSWER TO PLAINTIFF'S COMPLAINT

Defendant eBay Inc. ("eBay"), by and through counsel, and for its Answer to Plaintiff Daniel Grand's ("Plaintiff") Complaint, dated July 21, 2025, states as follows:

Introduction

eBay denies the allegations and characterizations set forth by Plaintiff in the unnumbered paragraphs contained within the "Introduction" paragraph on pages 2–4 of his Complaint.

Parties, Jurisdiction and Venue

1. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in Paragraph 1 of the Complaint, and therefore denies the same.
2. eBay admits only that that it is a Delaware corporation with its principal place of business located in San Jose, California. eBay states that the remaining allegations in paragraph 2 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 2 of the Complaint.

3. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in Paragraph 3 of the Complaint, and therefore denies the same.

4. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in Paragraph 4 of the Complaint, and therefore denies the same.

5. eBay states that the allegations in paragraph 5 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 5 of the Complaint.

6. eBay states that the allegations in paragraph 6 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 6 of the Complaint.

Factual Allegations Common to All Claims

7. eBay admits that Plaintiff made a purchase on eBay's platform of a basketball trading card for a total purchase price of \$52,750.20. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the remaining allegations in Paragraph 7 of the Complaint, and therefore denies the same.

8. eBay admits that Plaintiff made a purchase on eBay's platform of a basketball trading card. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the remaining allegations in paragraph 8 of the Complaint, and therefore denies the same.

9. eBay states that its Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

10. eBay states that the listing at issue speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

11. eBay states that its Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

12. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in paragraph 12 of the Complaint, and therefore denies the same.

13. eBay states that the allegations in paragraph 13 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 13 of the Complaint.

14. eBay states that its Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

15. eBay states that its Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

16. eBay denies the allegations set forth in paragraph 16 of the Complaint.

17. eBay admits only that the trading card at issue was forwarded to Professional Sports Authenticator (“PSA”). eBay states that the remaining allegations in paragraph 17 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 17 of the Complaint.

18. eBay states that any images taken by PSA speak for themselves and are the best evidence of their content. eBay denies any mischaracterization of same. eBay denies the remaining allegations set forth in paragraph 18 of the Complaint.

19. eBay states that any images taken by PSA speak for themselves and are the best evidence of their content. eBay denies any mischaracterization of same. eBay denies the remaining allegations set forth in paragraph 19 of the Complaint.

20. eBay states that any images taken by PSA speak for themselves and are the best evidence of their content. eBay states that the remaining allegations in paragraph 20 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 20 of the Complaint.

21. eBay denies the allegations set forth in paragraph 21 of the Complaint.

22. eBay denies the allegations set forth in paragraph 22 of the Complaint.

23. eBay denies the allegations set forth in paragraph 23 of the Complaint.

24. eBay denies the allegations set forth in paragraph 24 of the Complaint.

25. eBay lacks knowledge or information sufficient to form a belief about the truth or falsity of the allegations in paragraph 25 of the Complaint, and therefore denies the same.

26. eBay states that the BGS website speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

27. eBay denies the allegations set forth in paragraph 27 of the Complaint.

28. eBay denies the allegations set forth in paragraph 28 of the Complaint.

29. eBay denies the allegations set forth in paragraph 29 of the Complaint.

30. eBay denies the allegations set forth in paragraph 30 of the Complaint.

31. eBay denies the allegations set forth in paragraph 31 of the Complaint.

32. eBay denies the allegations set forth in paragraph 32 of the Complaint.

33. eBay denies the allegations set forth in paragraph 33 of the Complaint.

34. eBay denies the allegations set forth in paragraph 34 of the Complaint.

35. eBay denies the allegations set forth in paragraph 35 of the Complaint.

36. eBay denies the allegations set forth in paragraph 36 of the Complaint.

37. eBay denies the allegations set forth in paragraph 37 of the Complaint.

38. eBay denies the allegations set forth in paragraph 38 of the Complaint.

39. eBay denies the allegations set forth in paragraph 39 of the Complaint.

40. eBay denies the allegations set forth in paragraph 40 of the Complaint.

41. eBay denies the allegations set forth in paragraph 41 of the Complaint.

42. eBay denies the allegations set forth in paragraph 42 of the Complaint.

43. eBay denies the allegations set forth in paragraph 43 of the Complaint.

Damages Summary

44. eBay denies the allegations in paragraph 44 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

45. eBay denies the allegations in paragraph 45 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

46. eBay denies the allegations in paragraph 46 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

47. eBay denies the allegations in paragraph 47 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

48. eBay denies the allegations in paragraph 48 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

49. eBay denies the allegations in paragraph 49 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

50. eBay denies the allegations in paragraph 50 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

51. eBay denies the allegations in paragraph 51 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

52. eBay denies the allegations in paragraph 52 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

Legal Framework

53. eBay denies the allegations in paragraph 53 of the Complaint and specifically denies that Plaintiff is entitled to the recovery of any damages.

54. eBay states that the Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same. eBay states that the remaining allegations in paragraph 54 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 54 of the Complaint.

55. eBay states that the allegations in paragraph 55 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 55 of the Complaint.

56. eBay states that the allegations in paragraph 56 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 56 of the Complaint.

57. eBay denies the allegations set forth in paragraph 57 of the Complaint.

58. eBay denies the allegations set forth in paragraph 58 of the Complaint.

59. eBay states that the allegations in paragraph 59 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 59 of the Complaint.

Count I – Fraud (Against Defendant John Doe)

60. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

61. The allegations in paragraph 61 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

62. The allegations in paragraph 62 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

63. The allegations in paragraph 63 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

64. The allegations in paragraph 64 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

65. The allegations in paragraph 65 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

66. The allegations in paragraph 66 are not directed to eBay and, therefore, no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 61 of the Complaint.

Count II – Breach of Express Warranty (against eBay)

67. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

68. eBay states that the Authenticity Agreement speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

69. eBay states that the allegations in paragraph 69 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 69 of the Complaint.

70. eBay denies the allegations set forth in paragraph 70 of the Complaint.

71. eBay denies the allegations set forth in paragraph 71 of the Complaint.

72. eBay denies the allegations set forth in paragraph 72 of the Complaint.

73. eBay denies the allegations set forth in paragraph 73 of the Complaint.

74. eBay denies the allegations set forth in paragraph 74 of the Complaint.

Count III – Negligent Misrepresentation
(Against Defendants eBay and PSA)

75. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

76. eBay states that the allegations in paragraph 76 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 76 of the Complaint.

77. eBay states that the Authenticity Agreement speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

78. eBay denies the allegations set forth in paragraph 78 of the Complaint.

79. eBay denies the allegations set forth in paragraph 79 of the Complaint.

80. eBay denies the allegations set forth in paragraph 80 of the Complaint.

81. eBay denies the allegations set forth in paragraph 81 of the Complaint.

82. eBay denies the allegations set forth in paragraph 82 of the Complaint.

83. eBay denies the allegations set forth in paragraph 83 of the Complaint.

Count IV – Violation of the Ohio Consumer Sales Practices Act
(Against Defendants eBay and PSA)

84. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

85. eBay denies the allegations set forth in paragraph 85 of the Complaint.

86. eBay denies the allegations set forth in paragraph 86 of the Complaint.

87. eBay denies the allegations set forth in paragraph 87 of the Complaint.

88. eBay denies the allegations set forth in paragraph 88 of the Complaint.

89. eBay states that the allegations in paragraph 89 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 89 of the Complaint.

90. eBay denies the allegations set forth in paragraph 90 of the Complaint.

Count V – Declaratory Judgment
(Against All Defendants)

91. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

92. eBay denies the allegations set forth in paragraph 92 of the Complaint.

93. eBay denies the allegations set forth in paragraph 93 of the Complaint.

94. eBay denies the allegations set forth in paragraph 94 of the Complaint.

Count VI – Injunctive Relief
(Against eBay)

95. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

96. eBay denies the allegations set forth in paragraph 96 of the Complaint.

97. eBay denies the allegations set forth in paragraph 97 of the Complaint.

Count VII – Unjust Enrichment
(Against Defendants eBay and John Doe)

98. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

99. eBay denies the allegations set forth in paragraph 99 of the Complaint.

100. eBay denies the allegations set forth in paragraph 100 of the Complaint.

Count VIII – Aiding and Abetting Fraud
(Against Defendants eBay and PSA)

101. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

102. eBay states that the allegations in paragraph 102 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 102 of the Complaint.

103. eBay denies the allegations set forth in paragraph 103 of the Complaint.

104. eBay denies the allegations set forth in paragraph 104 of the Complaint.

105. eBay denies the allegations set forth in paragraph 105 of the Complaint.

106. eBay denies the allegations set forth in paragraph 106 of the Complaint.

107. eBay denies the allegations set forth in paragraph 107 of the Complaint.

Count IX – Breach of Implied Warranty of Fitness for a Particular Purpose
(Against Defendant eBay)

108. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

109. eBay states that the allegations in paragraph 109 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 109 of the Complaint.

110. eBay denies the allegations set forth in paragraph 110 of the Complaint.

111. eBay denies the allegations set forth in paragraph 111 of the Complaint.

112. eBay denies the allegations set forth in paragraph 112 of the Complaint.

113. eBay denies the allegations set forth in paragraph 113 of the Complaint.

Count X – Breach of Contract
(Against Defendant eBay)

114. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

115. eBay states that the Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

116. eBay denies the allegations set forth in paragraph 116 of the Complaint.

117. eBay states that the allegations in paragraph 117 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 117 of the Complaint.

118. eBay denies the allegations set forth in paragraph 118 of the Complaint.

Count XI – Breach of the Duty of Good Faith and Fair Dealing
(Against Defendant eBay)

119. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

120. eBay states that the allegations in paragraph 120 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 120 of the Complaint.

121. eBay states that the allegations in paragraph 121 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 121 of the Complaint.

122. eBay denies the allegations set forth in paragraph 122 of the Complaint.

123. eBay denies the allegations set forth in paragraph 123 of the Complaint.

Count XII – Bailment / Negligent Entrustment
(Against Defendants eBay and PSA)

124. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

125. eBay states that the allegations in paragraph 125 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 125 of the Complaint.

126. eBay denies the allegations set forth in paragraph 126 of the Complaint.

127. eBay denies the allegations set forth in paragraph 127 of the Complaint.

128. eBay denies the allegations set forth in paragraph 128 of the Complaint.

129. eBay denies the allegations set forth in paragraph 129 of the Complaint.

130. eBay denies the allegations set forth in paragraph 130 of the Complaint.

131. eBay denies the allegations set forth in paragraph 131 of the Complaint.

Count XIII – Common Law Negligence
(Against Defendants eBay and PSA)

132. eBay incorporates by reference its responses to the preceding paragraphs as if fully rewritten herein.

133. eBay states that the Authenticity Guarantee speaks for itself and is the best evidence of its content. eBay denies any mischaracterizations of the same.

134. eBay denies the allegations set forth in paragraph 134 of the Complaint.

135. eBay states that the allegations in paragraph 135 of the Complaint contain legal conclusions to which no response is required. To the extent a response is required, eBay denies the allegations set forth in paragraph 135 of the Complaint.

136. eBay denies the allegations set forth in paragraph 136 of the Complaint.

137. eBay denies the allegations set forth in paragraph 137 of the Complaint.

138. eBay denies the allegations set forth in paragraph 138 of the Complaint.

139. eBay denies the allegations set forth in paragraph 139 of the Complaint.

140. eBay denies the allegations set forth in paragraph 140 of the Complaint.

Jury Demand

141. eBay admits that Plaintiff requested a jury pursuant to Rule 38 of the Ohio Rules of Civil Procedure.

Prayer for Relief

142. eBay denies the allegations in the “WHEREFORE” paragraphs, including subparts (A) through (N), following Plaintiff’s “Prayer for Relief” of the Complaint. eBay further denies that Plaintiff is entitled to any recovery or any form of relief whatsoever from eBay. eBay further denies any and all allegations contained in any unnumbered paragraph, subpart, or heading of the Complaint as well as any other allegation not specifically admitted above.

SEPARATE AND AFFIRMATIVE DEFENSES

First Affirmative Defense

The Complaint, and each claim against eBay contained therein, fails to state a claim upon which relief can be granted.

Second Affirmative Defense

Plaintiff’s claims are limited by applicable disclaimers of warranties, limitations of liability, and limitations of remedy.

Third Affirmative Defense

Plaintiff's claims are barred, in whole or in part, by Plaintiff's contributorily or comparatively negligent conduct. Ohio Revised Code §§ 2307.22, 2315.32, 2315.33 *et seq.*

Fourth Affirmative Defense

Plaintiff is barred in whole or in part, by the doctrine of express and/or implied assumption of risk as set forth in Ohio Revised Code § 2307.711.

Fifth Affirmative Defense

If Plaintiff sustained damage by reason of the matters alleged in the Complaint, which is denied, then said damages were caused solely by or contributed to by the acts or fault of another or others, whose conduct eBay had no reason to anticipate and for whose conduct eBay is not and was not responsible. Ohio Revised Code § 2307.22 *et seq.*

Sixth Affirmative Defense

Plaintiff's claims are barred, in whole or in part, because eBay did not breach any duty owed.

Seventh Affirmative Defense

To the extent eBay is found liable in part, eBay avails itself of the relief and remedies available to it for joint and several liability under Ohio law.

Eighth Affirmative Defense

To the extent that any claims stated in the Complaint have been settled, compromised, or otherwise discharged, a set off, credit, or apportionment is due.

Ninth Affirmative Defense

eBay adopts and relies upon all defenses available within the Restatement of Torts, as adopted and interpreted by Ohio courts.

Tenth Affirmative Defense

Plaintiff's claims may be barred by the doctrines of estoppel, laches, and/or waiver.

Eleventh Affirmative Defense

Plaintiff's claims in this action may be barred, in whole or in part, by the doctrines of res judicata, claim preclusion, and/or improper claim-splitting.

Twelfth Affirmative Defense

eBay adopts and relies upon all provisions and defenses afforded it under the United States and Ohio Constitutions.

Thirteenth Affirmative Defense

To the extent Plaintiff seeks exemplary or punitive damages, eBay specifically incorporates by reference all standards and/or limitations regarding the determination and enforceability of punitive damage awards that arise under Ohio Revised Code §§ 2307.71 through 2307.80, § 2315.18, § 2315.21, and in the decisions of *BMW cf North America v. Gore*, 517 U.S. 559 (1996), *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001), and *State Farm Mut. Auto. Ins. Co. v. Campbell*, 123 S. Ct. 1513, 1519, 1521 (2003).

Fourteenth Affirmative Defense

Plaintiff's claims may be barred because, if Plaintiff sustained damages as alleged in the Complaint, which are denied, Plaintiff may have failed to mitigate those damages.

Fifteenth Affirmative Defense

Plaintiff's non-statutory common law claims, including but not limited to Plaintiff's claim for negligence fails to state claims upon which relief can be granted under Ohio law because these claims have been abolished and/or superseded by Ohio's Product Liability Act, Ohio Revised Code

§ 2307.71 *et seq.* These claims for relief should be stricken sua sponte as “insufficient claims” pursuant to Ohio R. Civ. Proc 12(F).

Sixteenth Affirmative Defense

The injuries or damages of which Plaintiff complains were caused or contributed to by one or more persons from whom the Plaintiff does not seek recovery in this action. Ohio Revised Code § 2307.23.

Seventeenth Affirmative Defense

There is no causal connection between any alleged act, omission, or breach of duty by eBay and any injury or damage allegedly sustained by Plaintiff.

Eighteenth Affirmative Defense

eBay has not knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely on any other applicable defenses as may become available or apparent during discovery proceedings. eBay further reserves the right to delete defenses that it determines are no longer applicable, and to amend this Answer or Separate Defenses accordingly.

PRAYER FOR RELIEF

WHEREFORE, having fully answered, eBay requests that Plaintiff’s Complaint be denied and dismissed at Plaintiff’s costs and that this Court grant any further relief which it deems just and equitable.

JURY DEMAND

Pursuant to Rule 38 of the Ohio Rules of Civil Procedure, eBay hereby demands a trial by jury with the maximum number of jurors permitted by law on all claims set forth in the Complaint.

Dated: September 16, 2025

Respectfully submitted,

/s/ Rachel N. Byrnes

Rachel N. Byrnes (0097736)

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Counsel for Defendant eBay Inc.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing is being electronically filed with the Clerk of Courts and being served electronically by the Clerk, as well as being sent by email to the following counsel and parties of record September 16, 2025.

/s/ Rachel N. Byrnes
Rachel N. Byrnes (0097736)
Attorney for Defendant