

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OHIO

DANIEL M. HARRIGAN  
2012 APR 11 AM 9:08  
SUMMIT COUNTY  
CLERK OF COURTS

OTT EQUIPMENT SERVICE, INC., )  
517 Herriman Court )  
Noblesville, Indiana 46060 )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CHRISTOPHER SUNKIN DBA )  
SUMMIT AUTOMOTIVE EQUIPMENT, )  
4209 Sunnyview Road, Ste. #100 )  
Uniontown, Ohio 44685 )  
 )  
Defendant. )

CASE NO.: CV-2012-03-1271

JUDGE: CORRIGALL JONES

AMENDED COMPLAINT

Now comes Ott Equipment Service, Inc. ("Plaintiff"), by and through undersigned counsel, and brings this Complaint against Christopher Sunkin dba Summit Automotive Equipment ("Defendant"), alleging as follows:

**PARTIES**

1. At all times relevant hereto, Plaintiff was a corporation organized under the laws of the State of Indiana with a principal place of business located in Noblesville, Indiana.
2. At all times relevant hereto, Defendant was an individual doing business in the State of Ohio under the name Summit Automotive Equipment with a principal place of business located in Uniontown, Ohio.

**JURISDICTION**

3. This Court has personal jurisdiction over all of the parties hereto. The allegations set forth herein establish that this Court also has jurisdiction over the subject matter of this Complaint.

**VENUE**

4. Venue is proper in that the Defendant transacted business in Summit County, Ohio and the conduct complained of occurred in Summit County, Ohio.

**COUNT I  
ACCOUNT**

5. On or around May 20, 2011, Defendant purchased certain equipment ("Equipment") valued at fifty nine thousand one hundred forty eight dollars and seventy five cents (\$59,148.75) from Hunter Engineering Company ("Hunter") through Plaintiff, Hunter's distributor. (See Equipment Proposal/Sales Agreement, Attached as Exhibit A).
6. The Equipment was shipped from Plaintiff via KelleyAmerit Fleet Services to Defendant's client, AT&T, on or around May 18, 2011. (See Invoice 23313, Attached as Exhibit B).
7. Plaintiff paid Hunter for the Equipment and Defendant was invoiced by Plaintiff for the amount due in the amount of fifty nine thousand one hundred forty eight dollars and seventy five cents (\$59,148.75). (See Invoice 23313).
8. Defendant is indebted to Plaintiff in the amount of fifty nine thousand one hundred forty eight dollars and seventy five cents (\$59,148.75), according to Invoice 23313.
9. As a direct and proximate result of Defendant's failure to pay on the account, Plaintiff has suffered damages for which it is entitled to recovery.

**COUNT II  
CONVERSION**

10. Plaintiff hereby incorporates all of the averments and allegations contained in Paragraphs 1 through 9 as if fully restated herein.
11. Defendant, in purchasing the Equipment and directing Plaintiff to deliver it to AT&T and later refusing to pay Plaintiff, exercised dominion and control over the Equipment in a manner inconsistent with Plaintiff's right to possession.
12. Defendant's wrongful action was performed with the knowledge that the Equipment rightfully belonged to Plaintiff and that Defendant's conduct would deprive Plaintiff of possession of the Equipment.
13. The Equipment converted is capable of identification, as the Equipment is specific items which are readily identifiable, and whose value is easily ascertainable.
14. As a direct and proximate result of Defendant's conversion of Plaintiff's property, Plaintiff has suffered damages for which it is entitled to compensation.

**COUNT III  
QUANTUM MERUIT**

15. Plaintiff hereby incorporates all of the averments and allegations contained in Paragraphs 1 through 14 as if fully restated herein.
16. Plaintiff's purchase of the Equipment from Hunter and subsequent delivery of the Equipment to AT&T for Defendant has conferred a benefit upon Defendant.
17. Defendant had knowledge of the benefit conferred by Plaintiff upon Defendant arising from Plaintiff's purchase of the Equipment from Hunter and subsequent delivery of the Equipment to AT&T for Defendant.
18. It would be unjust to allow Defendant to retain the benefit conferred by Plaintiff under the circumstances without payment.
19. As a direct and proximate result of Defendant's misconduct, Plaintiff has suffered damages for which it is entitled to compensation.

**COUNT IV  
REPLEVIN**

20. Plaintiff hereby incorporates all of the averments and allegations contained in Paragraphs 1 through 19 as if fully restated herein.
21. The Equipment is capable of specific identification and is, therefore, subject to replevin.
22. Plaintiff has a present and immediate right to possession of the Equipment.
23. Defendant does not have competing interest or right to the Equipment and has wrongfully retained the Equipment.
24. Defendant has wrongfully failed to return the Equipment and continues to deprive Plaintiff of the Equipment.
25. Plaintiff is entitled to return of the Equipment, as well as damages it has incurred as the result of Defendant's wrongful retention of the Equipment.

**WHEREFORE**, Plaintiff hereby demands judgment against Defendant on all counts for compensatory damages in an amount exceeding \$25,000.00 to be determined at trial, statutory interest as allowed by law, the costs of this action, and such other relief as the Court deems just and proper.

Respectfully Submitted,




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**CERTIFICATE OF SERVICE**

A copy of the forgoing was sent by regular mail on this 6<sup>th</sup> day of April, 2012, to Cara L. Galeano-Legarri at 195 S. Main St., Akron, Ohio 44308.



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J. Reid Yoder (0076587)