

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, WI 53707-7857,

Plaintiff,

v.

Case No. 17-CX-

04

ENGINE & TRANSMISSION WORLD, LLC
2100A E. College Ave.
Cudahy, WI 53110,

Complex Forfeiture: 30109

BELDEN MFG, LLC
2100A E. College Ave.
Cudahy, WI 53110,

MIDWEST AUTO RECYCLING, LLC
2100A E. College Ave.
Cudahy, WI 53110,

ENGINE SHOPPER, LLC
2100A E. College Ave.
Cudahy, WI 53110,

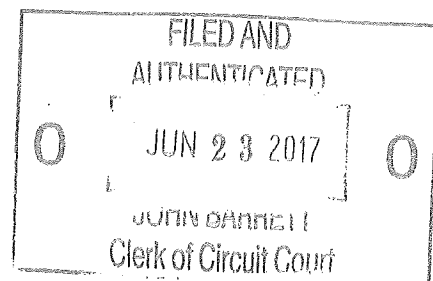
HON. JOHN DIMOTTO, BR. 41
CIVIL F

ENGINE SHOPPER MANAGER, LLC
2100A E. College Ave.
Cudahy, WI 53110,

SW TRANSMISSIONS, LLC
c/o C T Corporation System
120 S. Central Ave.
Clayton, MO 63105,

SW TRANSMISSIONS MANAGER, LLC
c/o C T Corporation System
120 S. Central Ave.
Clayton, MO 63105,

SW ENGINES, LLC
c/o CT Corporation
1833 S. Morgan Rd.
Oklahoma City, OK 73128,



SW ENGINES MANAGER, LLC
c/o CT Corporation
1833 S. Morgan Rd.
Oklahoma City, OK 73128,

QUALITY USED TRANSMISSIONS, LLC
c/o The Corporation Company
40600 Ann Arbor Rd. E. Ste. 201
Plymouth, MI 48170,

QUALITY USED TRANSMISSIONS MANAGER, LLC
c/o The Corporation Company
40600 Ann Arbor Rd. E. Ste. 201
Plymouth, MI 48170,

QUALITY USED ENGINES, LLC
c/o Al Talyanksy
2100A E. College Ave.
Cudahy, WI 53110,

QUALITY USED ENGINES MANAGER, LLC
c/o Al Talyansky
2100A E. College Ave.
Cudahy, WI 53110, and

ALFRED TALYANSKY
4327 W. Madero Dr.
Mequon, WI 53092,

Defendants.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

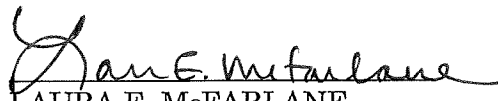
You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Circuit Court, 901 North 9th Street, Milwaukee, WI 53233, and to plaintiff's attorney, Laura E. McFarlane, Assistant Attorney General, whose address is Department of Justice, Post Office Box 7857, Madison, Wisconsin 53707-7857. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 23rd day of June, 2017.

BRAD D. SCHIMEL
Wisconsin Attorney General


LAURA E. McFARLANE
Assistant Attorney General
State Bar #1089358

Attorneys for State of Wisconsin

Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-8911
(608) 267-2778 (Fax)
mcfarlanele@doj.state.wi.us

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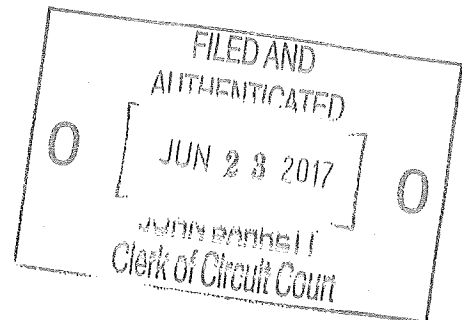
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QUALITY USED ENGINES MANAGER, LLC
c/o Al Talyansky
2100A E. College Ave.
Cudahy, WI 53110, and

ALFRED TALYANSKY
4327 W. Madero Dr.
Mequon, WI 53092,

Defendants.

COMPLAINT

The State of Wisconsin, by its attorneys, Attorney General Brad D. Schimel, and Assistant Attorney General Laura E. McFarlane, on behalf of the Wisconsin Department of Agriculture, Trade and Consumer Protection, brings this action against the Defendants named above and alleges as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to Wis. Stat. §§100.18(11)(d) and 100.195(5m)(c) to enforce and restrain violations of Wis. Stats. §§ 100.18 and 100.195, and to recover pecuniary losses suffered by consumers.

2. Venue is proper in Milwaukee County because the defendants are located in Milwaukee County and engage in solicitation and sales activities in Milwaukee County.

PARTIES

3. Plaintiff, State of Wisconsin, is a sovereign state of the United States of America, with its principal offices located at the State Capitol in Madison, Wisconsin.

4. Defendant, Engine & Transmission World, LLC, is a Wisconsin limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. Engine & Transmission World, LLC's registered agent is C T Corporation System located at 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

5. Defendant, Belden Mfg, LLC, is a Wisconsin limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of defendant Engine & Transmission World, LLC. Belden Mfg, LLC's registered agent is C T Corporation System located at 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

6. Defendant, Midwest Auto Recycling, LLC, is a Wisconsin limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of Defendants Belden Mfg, LLC, Engine Shopper Manager, LLC, SW Transmissions Manager, LLC, SW Engines Manager, LLC, Quality Used Transmissions Manager, LLC, and Quality Used Engines Manager, LLC. Midwest Auto Recycling, LLC's registered agent is C T Corporation System located at 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

7. Defendant, Engine Shopper, LLC, is a Wisconsin limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. Engine Shopper, LLC's registered agent is C T Corporation System located at 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

8. Defendant, Engine Shopper Manager, LLC, is a Wisconsin limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of defendant Engine Shopper, LLC. Engine Shopper Manager, LLC's registered agent is C T Corporation System located at 8020 Excelsior Dr., Ste. 200, Madison, WI 53717.

9. Defendant, SW Transmissions, LLC, is a Missouri limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. SW Transmission, LLC's registered agent is C T Corporation System located at 120 S. Central Ave., Clayton, MO 63105.

10. Defendant, SW Transmissions Manager, LLC, is a Missouri limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of SW Transmissions, LLC. SW Transmission Manager, LLC's registered agent is C T Corporation System located at 120 S. Central Ave., Clayton, MO 63105.

11. Defendant, SW Engines, LLC, is a Oklahoma limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. SW Engines, LLC's registered agent is CT Corporation located at 1833 S. Morgan Rd., Oklahoma City, OK 73128.

12. Defendant, SW Engines Manager, LLC, is a Oklahoma limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717,

and is the sole member of SW Engines, LLC. SW Engines Manager, LLC's registered agent is CT Corporation located at 1833 S. Morgan Rd., Oklahoma City, OK 73128.

13. Defendant, Quality Used Transmissions, LLC, is a Michigan limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. Quality Used Transmissions, LLC's registered agent is The Corporation Company located at 40600 Ann Arbor Rd. E, Ste. 201, Plymouth, MI 48170.

14. Defendant, Quality Used Transmissions Manager, LLC, is a Michigan limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of Quality Used Transmissions, LLC. Quality Used Transmissions Manager, LLC's registered agent is The Corporation Company located at 40600 Ann Arbor Rd. E, Ste. 201, Plymouth, MI 48170.

15. Defendant, Quality Used Engines, LLC, is a Kansas limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717. Quality Used Engine, LLC's registered agent is C T Corporation System located at 4745 W. 136 St., Leawood, KS 66224.

16. Defendant, Quality Used Engines Manager, LLC, is a Kansas limited liability company with its principal place of business at 2100A E. College Ave., Cudahy, WI 53717, and is the sole member of Quality Used Engines, LLC. Quality Used Engines Manager, LLC's registered agent is C T Corporation system located at 4745 W. 136 St., Leawood, KS 66224.

17. Defendant, Alfred Talyansky, is a Wisconsin resident who resides at 4327 West Madero Drive in Mequon, Wisconsin. Mr. Talyansky is the owner of the aforementioned businesses and has had knowledge of and controlled or had the ability to control the conduct described below and is therefore personally liable for the violations of Wisconsin's consumer laws alleged herein.

18. The defendants operate under DBAs including, but not limited to, the following:

- a. Engine and Transmission World,
<http://www.engineandtransmissionworld.com>
- b. SW Engines, <http://www.swengines.com>
- c. Engine Shopper, <http://www.engineshopper.com>
- d. Got Engines, <http://www.gotengines.com>
- e. Got Transmissions, <http://www.gottransmissions.com>
- f. Quality Used Engines, <http://www.qualityusedengines.com>
- g. Quality Used Transmissions, <http://www.qualityusedtransmissions.com>
- h. South West Transmissions, <http://www.swtransmissions.com>
- i. Transfer Case Shopper, <http://www.transfercaseshopper.com/>
- j. Used Engines & Transmissions, <http://www.engine-transmission.com>

19. When reference is made in this Complaint to any statement, representation, act, or practice of the defendants, such allegation shall be assumed to mean the defendants or their principals, officers, employees, agents, representatives, or other persons acting under their supervision, direction or control, whether acting as one of the defendants or under any of their trade names.

FACTUAL ALLEGATIONS

I. Overview

20. The defendants advertise and sell used auto parts, such as engines, transmissions, and transfer cases.

21. The defendants advertise the used auto parts through online ads and their websites.

22. Consumers can request a quote for a used part by telephone or through an online search tool on the defendants' websites.

23. If requesting a quote online, consumers receive a quote online and in an email.

24. If requesting a quote by telephone, the defendants' sales person verbally relays the terms of the purchase to the consumer.

25. The defendants have limited stock of used auto parts on-hand. Instead of carrying inventory, the defendants act primarily as the "middleman" for the sale of the used auto part. Therefore, when they receive an order from a consumer, it is only then that they search for the used auto part from one of their suppliers. The used auto part is then shipped to the defendants who then ship the used auto part to the consumer.

26. Upon information and belief, the defendants operate exclusively out of Cudahy, Wisconsin.

27. Consumers are interested in purchasing used auto parts from the defendants because of the representations they make in their marketing and sales process. The relied upon representations, to name a few, are that the parts have been tested, have low mileage, have been certified, come with 100% guarantee, and have three year parts and labor warranties.

28. Upon information and belief, the defendants do not test any used auto part they sell.

29. Upon information and belief, the majority of the used auto parts sold by the defendants do not have low mileage.

30. Upon information and belief, the used auto parts are not "certified" as the defendants claim.

31. The defendants do not honor their claim of 100% guarantee.

32. The defendants' warranties are misleading. They are also hard to activate because the instructions are confusing and require onerous and sometimes impossible prerequisites to activation.

33. The defendants often refuse to honor the represented guarantees and warranties used to induce consumer sales.

34. Hundreds of consumers have been misled by the defendants' marketing and sales representations. They have suffered pecuniary loss as a result of the misrepresentations.

II. Online Advertising

35. The defendants advertise online through search engines, including, but not limited to Google, Ask.com, and Bing.

36. The online advertisements make misrepresentations about the used parts, warranties and guarantees, and defendants' business practices and operations.

37. Examples of the misrepresentations made through the online advertising include, but are not limited to, the following:

38. An ad on Google.com misrepresents:

Cheap Used Engines and Motors - Free Shipping Continental USA
Ad www.engine-transmission.com/3_Year_Warranty/Used_Engines
Used Engines For Sale. Free 3 Year Parts/Labor Warranty. Instant Online Quotes.
Vast Engine Inventory - Free Online Quotes - Free 3 Year Warranty
FAQs for Used Engines - Free Shipping

- a. "Free 3 Year Parts/Labor Warranty"
- b. "Vast Engine Inventory"
- c. "Free Shipping Continental USA"

39. An ad on Bing.com misrepresents:

Dirt Cheap Used Engines. | gotengines.com

Ad · www.gotengines.com

Highest Quality Used Engines at Insanely Low Prices!

Certified used engines are used engines that have been inspected. The entire engine ...

High Quality · Knowledgeable Staff · Attentive Service · Reliable Shipping

- a. "Certified used engines and used engines that have been tested"

40. An ad on Ask.com misrepresents:

Used Engines Top Quality - Free Shipping on All Used Engines

www.qualityusedengines.com/ ▼ (866) 319-1643

3 Year Warranty & Online Ordering.

Free Shipping in US · Free 3 Year Warranty · Low Mileage Used Engines

Easy to order delivered right on time running great - Reputation.com

Get Engine Quotes Used Engine Shipping Free

3 Year Warranty Contact QUE Engines

- a. "Free Shipping on All Used Engines"
- b. "Free 3 Year Warranty"
- c. "Low Mileage Used Engines"

III. Websites

41. Through their websites, the defendants make misrepresentations about the used parts, warranties and guarantees, and defendants' business practices and operations.

42. The misrepresentations are made both in images on the webpages and in text on the pages.

43. Examples of misrepresentations made by the defendants through their websites' banners include, but are not limited to, the following:

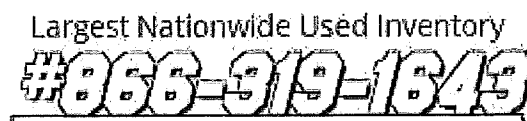
44. The banner that runs across the top of one of the defendants' websites misrepresents:



- a. "Under New Management"
- b. "100% Guaranteed"
- c. "3 Year Parts & Labor Warranty available on Most Engines"
- d. "Free Shipping in the 48 Continental United States"

45. The Engine and Transmission World website began to represent they were "Under New Management" at the beginning of 2013. Upon information and belief, the defendants did not change their management at that time, nor have they since. Instead, the defendants made the misrepresentation as a response to the countless bad reviews they had received online.

46. Another banner misrepresents:



- a. "FREE SHIPPING IN THE CONTINENTAL USA"
- b. "Largest Nationwide Used Inventory"

47. The text in the body of the defendants' websites make misrepresentations including, but not limited to, the following examples:

- a. "[W]e offer you a chance to save money along with the safety of purchasing used car engines that have been certified."
- b. "The best part about purchasing used Engines or Car Transmissions is that they're always 100% Guaranteed!!"
- c. "Comprehensive breakdown of used engine details including history and mileage."
- d. "We are the Specialists in Used Engines and have the Nation's LARGEST Used Engine Inventory!"
- e. "We'll go to bat for you if anything goes wrong, and we'll do everything we can to get your money back and make sure you are satisfied."
- f. "We make this process as transparent as possible by passing along as much information on a used engine as we can. Typically, this includes a vehicle history report and mileage."
- g. "If the engine doesn't live up to your expectations for any reason, send it back and we'll get you a refund."
- h. "Certified used engines are engines that have been inspected. The entire engine is closely inspected."

48. Some of the defendants' websites state that their business operates out of locations other than Cudahy, Wisconsin. For example, one site says its address is located at 4745 W. 136th St., Leawood, KS, 66224. Another site says its address is located at 406 S. Boulder Ave., Suite 400, Tulsa, OK 74103. Both of these addresses are virtual offices, meaning that the defendants purchase the right to a mail drop, but they do not have any

dedicated office space at the addresses. The defendants do not have any employees working out of these virtual offices, nor do they keep any inventory at the offices.

IV. Online and Email Quotes

49. The quotes issued by the defendants contain misrepresentations about the used auto part being sold to the consumer, such as the mileage of the used auto part.

50. Further examples of misrepresentations made through the quotes include, but are not limited to, the following:

- a. "Free Shipping in all U.S. states except HI & AK (*There is a \$75 charge for all residential deliveries)"
- b. "We Deliver Low Mileage Used Transmissions Nationwide Daily"
- c. "All transmissions are tested, visually inspected and cleaned."
- d. "This engine will arrive COMPLETE, minus Power Steering Pump, alternator, Starter, and AC Compressor."

V. Consumer Experiences

51. Examples of consumer experiences include, but are not limited to, the following:

A. Consumer One

52. Consumer One's engine failed and his mechanic was not able to find a low mileage used engine. Consumer One found the Got Engines website and was told through the online quote system that it had an engine available with 40,485 miles. Consumer One purchased the engine for \$2,385.

53. Consumer One's mechanic told him the VIN for the new engine. Upon running a vehicle history report, Consumer One discovered the engine did not have 40,485 miles, but had 163,558 miles.

54. The invoice from the supplier of the engine states the engine had 163,523 miles at the time it was sold to the defendants.

55. Upon discovery of the substantial difference in the mileage stated in the quote he received for the engine and in the engine itself, Consumer One tried to contact Got Engines.

56. He called Got Engines and left multiple messages without getting return calls. When he was able to connect with a customer representative, the representative hung up on him.

57. Consumer One sent emails and tried to contact Got Engines on social media to no avail.

58. When he eventually did hear from Got Engines, he was told that the supplier was to blame for the difference in mileage.

B. Consumer Two

59. Consumer Two needed an engine and found one on the Quality Used Engines website. He ordered from Quality Used Engines because of the good reviews they posted on their site, they offered a three year warranty on parts and labor, and because they represented that the engine was tested and steam cleaned. Consumer Two purchased the engine from Quality Used Engines.

60. After installing the used engine, Consumer Two's mechanic tested the engine and found that two of the three cylinders had no compression.

61. Consumer Two called Quality Used Engines to inform them of the defective engine. Quality Used Engines sent a replacement engine in response.

62. When Consumer Two requested payment for the labor cost incurred in installing the replacement engine, Quality Used Engines told him that labor wasn't covered under his warranty and refused to pay for the labor cost.

63. Consumer Two, however, could not have activated the warranty as it requires the consumer to drive with the used engine for 501 miles and 14 days. Because the engine was inoperable, it was impossible to activate the warranty.

C. Consumer Three

64. Consumer Three purchased a used engine from SW Engines expecting, as the email quote represented, a "complete engine less alternator, starter, power steering pump, ac compressor, and turbo."

65. Upon receipt of the engine, Consumer Three discovered there were two holes in the valve cover.

66. Consumer Three called SW Engines to report the damage. The SW Engines representative told Consumer Three to file a damage claim with the shipping company.

67. The damage to the valve, however, was not caused by the shipping as the shrink wrap had not been damaged. In addition, there was paint/grease crayon circling the holes in the valve cover, which is a common practice in junk yards to denote damage to a part.

68. In addition to the damages to the valve cover, the crank sensor and water ports were missing and there was an issue with the intake.

69. Consumer Three's mechanic took parts from the old engine to try and make the used engine operate. After installing the used engine, the engine had a miss. Upon diagnosis, the scanner revealed a stuck lifter and bent push rod. The used engine was completely unusable.

70. Consumer Three spent over \$4,000 for the engine and labor costs for an unusable engine.

VIOLATIONS

CLAIM ONE

Fraudulent Misrepresentations

Wis. Stat. § 100.18(1)

71. The State re-alleges all preceding paragraphs, and incorporates them herein.

72. Wis. Stat. § 100.18(1) prohibits the use of false, deceptive, or misleading representations when marketing and selling used auto parts.

73. Defendants have made misrepresentations in their online marketing and verbally to consumers in the course of selling used auto parts regarding the used parts, warranties and guarantees, and defendants' business practices and operations. These misrepresentations include, but are not limited to, those stated in this Complaint.

74. Alfred Talyansky is liable for the foregoing violations inasmuch as he had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

75. Each time a misrepresentation was made constitutes a separate violation.

CLAIM TWO

Fraudulent Misrepresentations

Wis. Stat. § 100.18(10r)

76. The State re-alleges all preceding paragraphs, and incorporates them herein.

77. Wis. Stat. § 100.18(10r) prohibits businesses from misrepresenting where the business is located.

78. Defendants have and continue to misrepresent the location of their businesses online anytime they list their address as being anywhere other than in Cudahy, Wisconsin.

79. Alfred Talyansky is liable for the foregoing violations inasmuch as he had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

80. Each time a misrepresentation was made constitutes a separate violation.

CLAIM THREE
Unfair Billing Practices
Wis. Stat. § 100.195(2)(a)

81. The State re-alleges all preceding paragraphs, and incorporates them herein.

82. Wis. Stat. § 100.195(2)(a) prohibits billing a consumer for goods that the consumer has not agreed to purchase.

83. Defendants have billed consumers for used auto parts that are not the parts the consumer agreed to purchase.

84. Alfred Talyansky is liable for the foregoing violations inasmuch as he had actual or constructive knowledge of, participated in, approved, ratified, endorsed, directed, or controlled or otherwise had the ability to control the acts and practices that form the basis for the violations.

85. Each time a consumer was billed for a used auto part that they did not agree to purchase constitutes a separate violation.

RELIEF REQUESTED

WHEREFORE, Plaintiff, State of Wisconsin, requests this Court enter judgment against Defendants, as follows:

A. Finding that Defendants violated Wis. Stats. §§ 100.18 and 100.195.

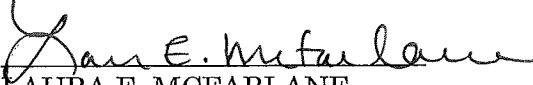
B. Finding that each violation of Wis. Stats. §§ 100.18 and 100.195, is a separate offense.

- C. Enjoining Defendants, their successors, assigns, officers, directors, agents, dealers, servants, employees, representatives, solicitors, and all persons acting or claiming to be acting on their behalf, pursuant to Wis. Stats. §§ 100.18(11)(d) and 100.195, from making further misrepresentations.
- D. Ordering Defendants to restore any pecuniary losses suffered by any person because of Defendants' acts or practices in violation of Wis. Stats. §§ 100.18 or 100.195.
- E. Imposing civil forfeitures against Defendants in the amount of not less than \$50 nor more than \$200 for each violation of Wis. Stat. § 100.18(1) pursuant to Wis. Stat. § 100.26(4), not less than \$100 nor more than \$10,000 for each violation of Wis. Stat. § 100.18(10r) pursuant to Wis. Stat. § 100.26(4m), and not less than \$100 nor more than \$10,000 for each violation of Wis. Stat. § 100.195(2)(a) pursuant to Wis. Stat. § 100.195(5m)(d), consumer protection surcharges pursuant to Wis. Stat. § 100.261, supplemental forfeitures for violations against elderly or disabled persons pursuant to Wis. Stat. § 100.264, plus all applicable assessments and costs.
- F. Pursuant to Wis. Stat. § 813.02, the Court should temporarily enjoin the defendants, ordering that the defendants cease billing consumers for auto parts that are not the parts represented during the sale. For example, the defendants should cease to quote mileage of the used part to consumers unless that amount can be verified to a reasonable degree of certainty.
- G. Awarding the State the reasonable costs of investigation and prosecution of this action, including attorneys' fees, pursuant to Wis. Stat. § 100.263.
- H. Awarding the Wisconsin Department of Agriculture, Trade and Consumer Protection for the reasonable costs it has incurred to prepare and prosecute this action, pursuant to Wis. Stats. §§ 93.20(2) and 814.04.

I. Providing such other and further equitable relief as justice and equity may require.

Dated this 23rd day of June, 2017.

BRAD D. SCHIMEL
Wisconsin Attorney General


LAURA E. MCFARLANE
Assistant Attorney General
State Bar #1089358
Attorneys for the State of Wisconsin

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