

RETURN DATE: OCTOBER 14, 2025 : SUPERIOR COURT
MARKLYN JOHNSON : JUDICIAL DISTRICT OF HARTFORD
V. :
ESCICO INTERNATIONAL :
COMPANY L.L.C. : SEPTEMBER 3, 2025

COMPLAINT

COUNT ONE - CONNECTICUT RETAIL INSTALLMENT SALES FINANCE ACT

1. Plaintiff, Marklyn Johnson (“Johnson”), is an individual and a consumer residing in East Hartford, Connecticut.

2. Defendant, Escico International Company, LLC (“Hartford Auto”), is a Connecticut limited liability company that does business as Hartford Auto Center and operates an automobile dealership in Hartford, Connecticut.

3. Hartford Auto, as part of its regular business practice, sells motor vehicles to consumers who require financing.

4. Consumers who finance their purchases have two options. They can either obtain financing directly from a lender and deliver the loan proceeds to Hartford Auto, who would treat the transaction in much the same fashion as a cash purchase.

Alternatively, consumers can finance their purchases by entering into retail installment contracts directly with Hartford Auto.

5. Hartford Auto generally does not retain possession of the retail installment contracts, but instead it assigns the retail installment contracts to third party banks or finance companies, who pay Hartford Auto in return for the assignment.

6. Generally, prior to providing a consumer with a retail installment contract and prior to delivering possession of a vehicle to a consumer, Hartford Auto will obtain an agreement from a bank or finance company that it will accept assignment of the retail installment contract.

7. Occasionally, Hartford Auto is unable to obtain a firm commitment to accept assignment of a vehicle at the time that a consumer is ready and willing to proceed with a financed purchase.

8. In some instances, in order to avoid losing the sale, Hartford Auto will provide a consumer with a retail installment contract in the hope that it will subsequently assign the contract to a finance company.

9. In other instances, finance companies agree to accept assignment of a retail installment contract subject to certain conditions.

10. Under either situation, Hartford Auto has a general business practice of seeking to bind consumers to the transaction by having them execute retail installment contracts even though it does not intend to honor the contract if it is unable to assign it to a third party.

11. On or about January 3, 2025, Johnson saw an advertisement for a 2017 Acura ILX (the "Acura") on Hartford Auto's website for \$13,999 with a banner stating "YOUR GURANTEED [SIC] TO BE APPROVED." No conditions or limitations on this guarantee were included in the advertisement.

12. The guaranteed financing was particularly attractive to Johnson due to her finances and credit rating.

13. On or about January 3, 2025, Johnson went to Hartford Auto with the intent to purchase the Acura with \$1,500 for down payment. She met Hartford Auto sales representative "Luis," who took her on a test drive of the Acura and had her fill out a credit application.

14. Luis called Johnson and told her she needed either a co-signer or a higher down payment to get approval. Johnson agreed on a higher down payment of \$3,200.

15. On January 4, 2025, Johnson returned to Hartford Auto to complete the transaction. The sales price of the Acura, excluding the \$499 conveyance fee, was \$14,625.59.

16. Johnson made a down payment of \$3,200 and financed the remainder through a retail installment contract (the "RIC") with Hartford Auto. The RIC stated that it was being assigned to Winthrop Financial Resources, LLC. ("Winthrop Financial")

17. Nothing in the executed agreement or the written disclosures that Hartford Auto to Johnson conditioned the sale of the Acura upon Winthrop Financial or any other third-party accepting assignment of the RIC.

18. Johnson took delivery of the Acura on January 4, 2025.

19. Johnson activated an insurance policy on the Acura effective on or about January 4, 2025. The Connecticut Department of Motor Vehicles issued a registration for the Acura in Johnson's name.

20. Starting around January 9, 2025, Johnson began receiving calls and texts from Hartford Auto saying she needed to sign new financing documents because there were issues with Winthrop Financial accepting the loan. Johnson objected, arguing that the RIC was in force and that they should be able to continue the financing "in-house."

21. On or about February 14, 2025, the Connecticut Department of Motor Vehicles issued a certificate of title in Johnson's name.

22. On or about March 4, 2025, Hartford Auto repossessed the Acura while it was parked by an Aldi's. Several of Johnson's personal belongings, including headphones, some clothes, a baby's car seat base, and a pair of work shoes were in the Acura when it was repossessed.

23. As soon as Johnson discovered the repossession, she called Hartford Auto, who told her the Acura had been repossessed by Winthrop Financial. She called Winthrop Financial who informed her it never held the loan and did not repossess the Acura.

24. Johnson called Hartford Auto and asked for the return of her belongings and demanded a refund of her down payment. Hartford Auto refused the down payment refund and hung up without providing Johnson with the phone number for the repossession company to enable her to retrieve her belongings. Johnson immediately called Hartford Auto back, but no one answered.

25. On or about May 31, 2025, Hartford Auto listed the Acura for sale on its website.

26. Sometime before August 8, 2025, Hartford Auto sold the Acura to an unrelated third-party.

27. Johnson was never given an opportunity to retrieve her personal belongings.

28. Hartford Auto failed to provide Johnson with the post-repossession notice required by Conn. Gen. Stat. § 36a-785(c), when no pre-repossession notice under § 36a-785(b) has been sent, that, among other things, must include a 60-day right to retrieve personal property and the contact and business hours information that the buyer may use to make arrangements for retrieval of the property.

29. Hartford Auto also failed to provide Johnson with the notice of an intent to resell the Acura as required by Conn. Gen. Stat. § 36a-785(d).

30. Hartford Auto also failed to provide Johnson with an itemization of the disposition of the proceeds as required by Conn. Gen. Stat. § 36a-785(e).

31. Johnson is entitled to actual damages or statutory damages of 25% of the amount paid under the Contract pursuant to Conn. Gen. Stat. 36a-785(i).

COUNT TWO - UNIFORM COMMERCIAL CODE - ARTICLE 9

1-27. Johnson incorporates paragraphs 1-27 of Count One.

28. Hartford Auto failed to provide Johnson with notice of the date after which the private sale would take place as required by Conn. Gen. Stat. §§ 42a-9-611 through 42a 9-614.

29. On information and belief, the proceeds of the disposition exceeded the balance owed, and Hartford Auto failed to account to Johnson for the surplus as required by Conn. Gen. Stat. § 42a-9-616(b).

30. Hartford Auto is liable to Johnson pursuant to Conn. Gen. Stat. § 42a-9-625 for an amount equal to the finance charge, plus ten percent (10%) of the amount financed as shown on the Contract.

COUNT THREE - CONVERSION OF PERSONAL PROPERTY

1-27. Johnson incorporates paragraphs 1-27 of Count One.

28. Hartford Auto seized Johnson's personal belongings located in the Acura at the time of repossession, without providing her with the proper notice and 60-day right to retrieve the belongings as required by Conn. Gen. Stat. § 36a-785(d).

29. Hartford Auto refused Johnson's express request to return her belongings.

30. Hartford Auto's unlawful detention of the personal belongings and failure to honor her statutory right to retrieve was willful, and Plaintiff is entitled to common law punitive damages.

COUNT FOUR -CONNECTICUT UNFAIR TRADE PRACTICES ACT

1-27. Johnson incorporates paragraphs 1-27 of Count One.

28. Hartford Auto has engaged in unfair acts and practices in trade or commerce in violation of the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110a *et seq.* ("CUTPA"), in connection with the transaction as follows:

- a. It violated RISFA and the UCC as stated above;
- b. It sold the Acura for more than the advertised price; Conn. Agency Reg. § 42-110b(28)(b)(23);
- c. Its false or misleading guarantees of credit approval;
- d. It misrepresented to Johnson that she had been approved for financing by Winthrop Financial;
- e. It provided Johnson with the RIC, which contained no condition precedent or condition subsequent to its being fully enforceable;
- f. It released the Acura to Johnson prior to the time that financing had been approved by the lending institution or other entity through which any financing agreement had been made, a *per se* violation of CUTPA pursuant to Conn. Gen. Stat. § 14-62(h) and Conn. Agency Reg. § 42-110b(28)(b)(23);
- and
- g. It did not honor Johnson's right to retrieve her personal belongings.

29. Hartford Auto's violations of CUTPA were willful or were undertaken with a reckless disregard of Plaintiff's rights.

30. Plaintiff has suffered ascertainable losses as a result of Hartford Auto's actions including, but not limited to, her loss of use of the Acura, paying a higher down

payment, her loss of the down payment, loss of her personal belongings, and an increased debt burden.

31. Hartford Auto is liable to Plaintiff for her actual damages, consequential damages, punitive damages and attorney's fees and costs.

WHEREFORE, the Plaintiff seeks:

COUNT ONE:

1. Monetary damages, including statutory punitive damages, of more than \$15,000; and
2. Any other legal or equitable relief the court may deem proper in the interests of justice.

COUNT TWO:

1. Monetary damages, including statutory punitive damages, of more than \$15,000; and
2. Any other legal or equitable relief the court may deem proper in the interests of justice.

COUNT THREE:

1. Monetary damages, including common law punitive damages, of more than \$15,000; and
2. Any other legal or equitable relief the court may deem proper in the interests of justice.

COUNT FOUR:

1. Monetary damages, including punitive damages, of more than \$15,000;
2. Reasonable attorney's fees and costs pursuant to CUTPA; and
3. Any other legal or equitable relief the court may deem proper in the interests of justice.

PLAINTIFF, MARKLYN JOHNSON

By:  _____

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