

**IN THE CIRCUIT COURT OF KANKAKEE COUNTY, ILLINOIS
TWENTY-FIRST JUDICIAL CIRCUIT**

ROBERT ALLEN BAKKEN.,
Plaintiff,

v.

WATSEKA CHRYSLER, DODGE, JEEP,
INC and DEALER IGNITE, LLC, FIRST
FINANCIAL BANK, N.A.

Defendants.

2025

2025LA00000034

Init Case Mgmt Conf
9:00 AM IN ROOM: 204
DATE: **06-16-2025**

COMPLAINT

NOW COMES Plaintiff, Robert Allen Bakken, by and through his attorneys, Kathryn Liss and Chloe R. Juergensen of Prairie State Legal Services, Inc. and pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS §505/1 et seq., and other Acts complains as follows:

NATURE OF ACTION

1. This matter involves an elderly veteran responding to a scratch-off advertisement that he received in the mail which he understood to indicate that he won \$10,000. Driving to Defendant Watseka Chrysler's location with the intention of claiming his prize, Plaintiff left instead with a vehicle he did not intend to buy encumbered by a loan he cannot afford. In turn Plaintiff lost the vehicle he relied on which he owned outright. Plaintiff alleges claims of common fraud, unjust enrichment, and violations of the Illinois Consumer Fraud Act and Illinois Prizes and Gifts Act against Defendant Watseka Chrysler and Defendant Dealer Ignite. Plaintiff further alleges breaches of contract by the assignee of the loan, Defendant First Financial Bank, claiming it failed to honor timely notices to cancel warranties.

PARTIES

2. Plaintiff, Robert Allen Bakken, (“Mr. Bakken”) is an adult aged 84 years, a veteran, and at all relevant times has been a resident and citizen of the State of Illinois, Kankakee County.
3. Defendant, Watseka Chrysler, Dodge, Jeep, Inc., (“Defendant Watseka Chrysler”) is a corporation registered in Illinois and whose principal place of business is Illinois.
4. Defendant Watseka Chrysler’s business consists of operating merchandise stores that sell, among other things, automobiles.
5. Defendant, Dealer Ignite, LLC., (“Defendant Dealer Ignite”) is a limited liability corporation registered in the State of South Carolina; however, Defendant transacts business in the State of Illinois.
6. Defendant Dealer Ignite’s business consists of offering automotive marketing services nationwide to assist dealerships in selling dealership inventory and by acting as a salesman in selling dealership inventory.
7. Defendant Dealer Ignite is not a registered business entity with the Illinois Secretary of State and has no identified registered agent in the state of Illinois.
8. Both Defendant Dealer Ignite and Defendant Watseka Chrysler engaged in the underlying transaction by participating in the mailing of a scratch-off advertisement to Mr. Bakken at this home in Kankakee County, Illinois.
9. First Financial Bank, N.A., (“Defendant First Financial Bank”) is a for-profit domestic corporation registered in the State of Ohio; however, Defendant transacts business in and avails itself in the State of Illinois, specifically, Kankakee County.

10. Defendant First Financial Bank's business consists of providing consumer and commercial banking, financing and lending, and trust and asset management.

STATEMENT OF FACTS

11. On December 4, 2024, Mr. Bakken received a scratch-off advertisement from Defendant Watseka Chrysler at his home in Saint Anne, Kankakee County, Illinois.

12. After scratching off the advertisement, Mr. Bakken understood the numbers scratched off to indicate he had won \$10,000 because he had matching control numbers.

13. The advertisement advised that if there were matching control numbers, the next steps were to call Defendant Watseka Chrysler.

14. On December 4, 2024, Mr. Bakken called Defendant Watseka Chrysler, which informed Mr. Bakken that "he had good numbers" and "to come on down."

15. Defendants told Mr. Bakken to immediately come in person to the Defendant Watseka Chrysler to claim his winnings.

16. Mr. Bakken arrived at Defendant Watseka Chrysler in the late morning hours on December 4, 2024.

17. Mr. Bakken did not arrive with the intent of purchasing a vehicle. Instead, Mr. Bakken arrived with the intent of claiming the winnings he was informed that he won.

18. Representatives from Defendant Dealer Ignite were waiting for Mr. Bakken in Defendant Watseka Chrysler's parking lot upon his arrival.

19. Representatives from Defendant Dealer Ignite and Defendant Watseka Chrysler then informed Mr. Bakken that he did not have winning numbers.

20. Mr. Bakken began to leave Defendant Watseka Chrysler's location when representatives from Defendant Dealer Ignite invited Mr. Bakken to sit down for coffee.

21. Mr. Bakken participated in the conversation, but with no intent to buy a vehicle.

22. During conversation, Defendant Dealer Ignite informed Mr. Bakken that they were contracted by Defendant Watseka Chrysler to sell Defendant Watseka Chrysler's inventory.
23. At this time, Defendant Dealer Ignite approached Mr. Bakken and asked him for his keys to inspect his 2011 Chevrolet Traverse.
24. Defendant Dealer Ignite handed Mr. Bakken's keys to other agents of Defendant Dealer Ignite and Defendant Watseka Chrysler.
25. Upon their return from viewing Mr. Bakken's vehicle, Defendant Dealer Ignite and Defendant Watseka Chrysler discussed the Kelley Blue Book value of Mr. Bakken's current 2011 Chevrolet Traverse.
26. Defendant Dealer Ignite brought Mr. Bakken outside and told him they were going to sell him a 2020 GMC Acadia Denali.
27. Mr. Bakken test drove the 2020 GMC Acadia Denali and informed Defendant Dealer Ignite that he could not use the vehicle because it had too many electronics. Defendant Dealer Ignite informed Mr. Bakken that they would show him how to use the electronics.
28. Mr. Bakken and representatives from Defendant Dealer Ignite entered the building, and additional agents of Defendant Dealer Ignite and Defendant Watseka Chrysler approached Mr. Bakken with a hand-written paper with the price breakdown for the purchase of the 2020 GMC Acadia Denali and the trade-in value of Mr. Bakken's 2011 Chevrolet Traverse.
29. Mr. Bakken never had the opportunity to physically hold and review the paper.
30. Thereafter, Defendant Dealer Ignite and Defendant Watseka Chrysler informed Mr. Bakken that they transferred the title of his 2011 Chevrolet Traverse to Defendant

Watseka Chrysler. They further informed Mr. Bakken that they transferred title of the 2020 GMC Acadia Denali to Mr. Bakken.

31. Defendant Dealer Ignite and Defendant Watseka Chrysler called Mr. Bakken's insurance company, State Farm Insurance, on his behalf. Mr. Bakken had not provided any insurance information to Defendant Dealer Ignite or Defendant Watseka Chrysler at this point.
32. Defendant Dealer Ignite and Defendant Watseka Chrysler retrieved Mr. Bakken's insurance information from the glove box of his 2011 Chevrolet Traverse.
33. Defendant Dealer Ignite and Defendant Watseka Chrysler asked Mr. Bakken to confirm his transfer of insurance for the vehicles to his State Farm Agent.
34. Mr. Bakken had not executed any contracts at this point in time. He had not verbally affirmed that he wanted to purchase the 2020 GMC Acadia Denali.
35. Defendant Dealer Ignite and Defendant Watseka Chrysler brought Mr. Bakken to a table where they told him to sign documents.
36. Around the area of the table were several men, including one who Mr. Bakken estimated to be more than six feet tall and more than 300 pounds. Mr. Bakken felt intimidated and under duress.
37. At this point, Mr. Bakken was handled several different pages of contracts and told where to sign on the line.
38. Agents of Defendants stood around him and Mr. Bakken felt pressured.
39. Defendant Dealer Ignite and Defendant Watseka Chrysler did not encourage Mr. Bakken to review the documents before signing.

40. Mr. Bakken signed documents to finance and purchase the 2020 GMC Acadia Denali and use his car, a 2011 Chevrolet Traverse—that he owned outright, as a downpayment. *See Exhibit 1 - Purchase Contract.* When Mr. Bakken signed the documents, he felt pressured and coerced because the events leading up to the execution of these documents.
41. The purchase contract for the 2020 GMC Acadia Denali contained a price of \$44,400.
42. The 2020 GMC Acadia Denali had 61,000 miles on it at the time of purchase, according to the odometer reading.
43. The Kelley Blue Book average price for a 2020 GMC Acadia Denali with 61,000 miles in very good condition is \$26,456.
44. Per the Contract, Mr. Bakken also was entitled to a \$3,000 check for the money he invested in maintenance on his 2011 Chevrolet Traverse.
45. Mr. Bakken told Defendant Dealer Ignite and Defendant Watseka Chrysler that he could not afford payments at \$733.61 a month.
46. Defendant Dealer Ignite and Defendant Watseka Chrysler informed Mr. Bakken that they would lower his payments to approximately \$230.00 after the first four months of payments.
47. Defendants have not lowered the payments.
48. Defendant Dealer Ignite and Defendant Watseka Chrysler informed Mr. Bakken to use the \$3,000 check for the first four months of payment.
49. On December 5, 2024, Mr. Bakken returned to Defendant Watseka Chrysler’s dealership and attempted to return the vehicle and void the contract.
50. Defendant Watseka Chrysler and Defendant Dealer Ignite wouldn’t accept the return or void the contract.

51. After retaining counsel Mr. Bakken sent demand letters to Defendants Watseka Chrysler.
52. The demand letters sought to cancel the contract. *See Exhibit 2 - Demand Letter*
53. Defendants Watseka Chrysler later returned Mr. Bakken his \$3,000 by mail.
54. Mr. Bakken is unable to afford the monthly \$733.61 payments.
55. Defendant Watseka Chrysler and Defendant Dealer Ignite assigned the loan to First Financial Bank, N.A.
56. Mr. Bakken was threatened with litigation by First Financial Bank, N.A. due to non-payment.
57. Mr. Bakken incurred damages as he paid money toward the loan in fear of the consequences of default, and as he no longer has the vehicle that he owned outright.
58. If Mr. Bakken defaults on the monthly payments, the vehicle may be repossessed and his credit may be impacted.
59. If repossession occurs, Mr. Bakken could be left with no vehicle after owning an unencumbered vehicle prior to the events complained of. Mr. Bakken would incur additional actual damages by having to pay for other transportation.
60. Mr. Bakken has also suffered emotional distress resulting from Defendants' conduct.
61. Further, pursuant to the Retail Installment Agreement, Mr. Bakken entered into a service contract with Defendant First Financial Bank. *See Exhibit 3- Service Contract.*
62. In consideration, Mr. Bakken paid \$4000.00 ("the agreement purchase price") for the service contract.
63. The service contract has a cancellation provision that calls for full refund of the agreement purchase price if Defendant First Financial Bank was notified within 30 days of the execution of the service contract. *See Ex. 3.*

64. Mr. Bakken exercised his right to cancel the service contract on December 30, 2024. *See Exhibit 4 – Service Contract Cancellation Letter; Exhibit 5 - Defendant Watseka Chrysler fax confirmation; See Exhibit 6- Defendant First Financial Bank fax confirmation.*
65. Defendant First Financial Bank has not refunded Mr. Bakken the agreement purchase price.
66. Further, pursuant to the Retail Installment Agreement, Mr. Bakken entered into a gap coverage contract with Defendant First Financial Bank. *See Exhibit 7 - Gap Coverage Contract.*
67. In consideration, Mr. Bakken paid \$1000.00 (“the gap charge”) for the gap coverage contract.
68. The gap contract has a cancellation provision that allows for full refund of the gap charge absent any use of the gap coverage if Defendant First Financial bank was notified within 30 days of the execution of the gap coverage contract.
69. Mr. Bakken exercised his right to cancel the gap coverage contract on December 30, 2024. *See Exhibit 8- Gap Contract Cancellation Letter; See Exhibit 9- Defendant Watseka Chrysler fax confirmation; See Exhibit 10- Defendant First Financial Bank fax confirmation.*
70. Defendant First Financial Bank has not refunded Mr. Bakken the gap charge.

COUNT I- Common Law Fraud (Against Defendant Watseka Chrysler and Defendant Dealer Ignite)

71. Mr. Bakken realleges paragraphs 1-69 in this Complaint and incorporates them herein.

72. At all times relevant to this proceeding, Defendants have been engaged in commerce and trade in Illinois.
73. To state a cause of action for common law fraud, the plaintiff pleads (i) a false statement of material fact, (ii) which the party making the statement knew or believed to be false, (iii) with the intention to induce the plaintiff to act (iv) and that the plaintiff reasonably relied on the false statement, (v) resulting in damages to the plaintiff. *Schrager v. North Community Bank*, 328 Ill. App. 3d 696, 706-07 (2002).
74. The Defendants said the monthly payments would be approximately \$230.00 after the first four months of payments. The payments charged after the initial four months remains \$733.61. Defendants' statements that the payments would drop to approximately \$230.00 was false.
75. Defendants knew the statements were false at the time of making the statements.
76. Defendants made the statements that the payments would be lowered with the intent of inducing Mr. Bakken to rely on the statements and sign the contract.
77. Mr. Bakken relied on the statements that the payments would be lowered and would not have signed the contract but for those statements.
78. Mr. Bakken was damaged by the statements that the payments would be lowered because he is now charged with payments he cannot afford.
79. Defendants' statements through the scratch-off advertisement and follow up phone call that Mr. Bakken had winnings were false statements.
80. Defendants made the statements that Mr. Bakken had winnings knowing they were false.
81. Defendants made the statements that Mr. Bakken had winnings with the intent that Mr. Bakken would rely on the statements and come to Defendant Watseka Chrysler.

82. Mr. Bakken relied on the statements and because of the statements he went to Defendant Watseka Chrysler.

83. Mr. Bakken was damaged by the conduct that ensued at Watseka Chrysler as a result of the statements described above.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc and Dealer Ignite LLC, and for the following relief:

- A. Actual damages,
- B. Punitive damages,
- C. Attorney's fees and costs of suit,
- D. Other relief that this Court deems just and equitable.

COUNT II- Illinois Consumer Fraud Act, Deceptive Practices 815 ILCS § 505/1
(Against Defendant Watseka Chrysler and Defendant Dealer Ignite)

84. Mr. Bakken realleges paragraphs 1-83 in this Complaint and incorporates them herein.

85. This claim is asserted pursuant to the Illinois Consumer Fraud and Deceptive Businesses Act 815 ILCS 505/1 et seq. ("ICFA").

86. Mr. Bakken is a "person" under §505/1(c) and a "consumer" under §505/1(e) of the Act.

87. At all times relevant to this proceeding, Defendants have been engaged in commerce and trade in Illinois.

88. The elements of a claim under the Consumer Fraud Act are "(1) a deceptive act or practice by the defendant; (2) the defendant's intent that the plaintiff rely on the deception; and (3) the occurrence of the deception during a course of conduct involving trade or commerce." *Robinson v. Toyota Motor Credit Corp.*, 201 Ill.2d.403, 417, (2002).

89. Both defendants intended to deceive Mr. Bakken into engaging with Defendant Watseka Chrysler by mailing a scratch-off advertisement to his home.

90. The scratch off advertisements and follow up phone call deceived Mr. Bakken into thinking he won money.

91. Defendants intended that Mr. Bakken would rely on the scratch-off advertisement follow up phone calls and that he would come to the dealership in reliance on the representation that he won money.

92. Moreover, Defendants assertion that they would drop the monthly payments from \$733.61 to approximately \$230.00 was a misrepresentation.

93. Defendants intended that Mr. Bakken rely on their statements that the payments would be lowered.

94. The transaction described above occurred during the course of conduct involving trade or commerce.

95. Defendants' conduct injures the public as Defendant engages in a pattern and practices of using scratch-off advertisements and the business practices complained of.

96. The defendants' aforesaid conduct described above constitutes a deceptive practice and violation of the ICFA.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc and Dealer Ignite LLC, and for the following relief:

A. A Declaration that the practices complained of constitute a deceptive practice under the ICFA by both Defendant Watseka Chrysler and Defendant Dealer Ignite;

B. Enjoin Defendants from further deceptive practices pursuant to 815 ILCS 505/10a(c).

C. Actual damages,

D. Attorney's fees and costs of suit,

E. Other relief that this Court deems just and equitable.

COUNT III- Illinois Consumer Fraud Act, Unfair Practices 815 ILCS § 505/2 (Against Defendant Watseka Chrysler and Defendant Dealer Ignite)

97. Mr. Bakken realleges paragraphs 1-96 in this Complaint and incorporates them herein.

98. This claim is asserted pursuant to ICFA.

99. Mr. Bakken is a "person" under §505/1(c) and a "consumer" under §505/1(e) of the Act.

100. At all times relevant to this proceeding, Defendants have been engaged in commerce and trade in Illinois.

101. To determine whether a business practice is unfair under the ICFA, the court must consider "(1) whether the practice offends public policy; (2) whether it is immoral, unethical, oppressive, or unscrupulous; [and] (3) whether it causes substantial injury to consumers." *Robinson*, 201 Ill.2d at 417-18. "All three criteria do not need to be satisfied to support a finding of unfairness." *Id.*

102. The Limited Liability Company Act clearly states that "each limited liability company and foreign limited liability company shall continuously maintain in this State a registered agent and registered office, which agent must be an individual resident of this State or other person authorized to transact business in this state." 850 ILCS 160/1-35(a).

103. Defendants' conduct described above violates public policy including but not limited to the Illinois Gifts and Prizes Act.

104. Defendant Dealer Ignite's transaction of business in the State of Illinois without registering as a business entity with the Illinois Secretary of State violates public policy.

105. Defendant Watseka Chrysler's acts of actively engaging in business with Defendant Dealer Ignite, a company that failed to register with the State of Illinois as required by law, violates public policy.

106. Defendants' conduct described above is immoral, unethical, oppressive, and unscrupulous.

107. Defendants' conduct caused Mr. Bakken actual damages.

108. Defendants' conduct caused Mr. Bakken substantial emotional distress.

109. Defendants' conduct injures the public as Defendant engages in a pattern and practices of using scratch-off advertisements and the business practices complained of.

110. Defendants' acts described above constitute unfair business practices in violation of the ICFA.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc and Dealer Ignite LLC, and for the following relief:

- a. A declaration that the conduct complained of are unfair acts under the ICFA,
- b. Enjoin Defendants from further engaging in similar unfair practices.
- c. Actual damages,
- d. Punitive damages,
- e. Attorney's fees and costs of suit,
- f. Other relief that this Court deems just and equitable.

COUNT IV- Violation of Prizes and Gifts Act
(Against Defendant Watseka Chrysler and Defendant Dealer Ignite)

111. Mr. Bakken realleges paragraphs 1-110 and incorporates them herein.

112. This claim is asserted pursuant to the Prizes and Gifts Act 815 ILCS 525/1.

113. Defendants' promotional scratch-off advertisement was made to Mr. Bakken, in the State of Illinois, and induced Mr. Bakken to contact Defendants.

114. The promotional scratch-off advertisement indicated that if any code from the scratch-off matched the attendant reservation code, then recipient was a winner.

115. There was no conspicuous statement indicating any restrictions.

116. Mr. Bakken matched the scratch-off code with the attendant reservation code.

117. Pursuant to the terms of the scratch-off advertisement, Mr. Bakken was a winner of funds.

118. Mr. Bakken called the listed number and Defendants informed him that he had winning numbers and that he needed to come retrieve his prize winnings.

119. Defendants have not provided the prize winnings. Defendants have provided no other compensation.

120. Defendant's acts described above constitute a violation of the Prizes and Gifts Act.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc and Dealer Ignite LLC, and for the following relief:

- i. Pecuniary or actual damages,
- ii. Attorney's fees and costs of suit,
- iii. Other relief that this Court deems just and equitable.

Count V: Unjust Enrichment
(Against Defendant Watseka Chrysler)

121. Mr. Bakken realleges paragraphs 1-120 and incorporates them herein.

122. To state a claim for unjust enrichment, the Illinois Supreme Court has held that "a plaintiff must allege that the defendant has unjustly retained a benefit to the plaintiff's

detriment, and that defendant's retention of the benefit violates the fundamental principles of justice, equity, and good conscience. *Citing HPI Health Care Servs., Inc. v. Mt. Vernon Hosp., Inc.*, 131 Ill. 2d 145, 160 (1989).

123. Defendant Watseka Chrysler retained the benefit of Mr. Bakken's 2011 Chevrolet Traverse and a \$44,400 contract for purchase of the 2020 GMC Acadia Denali.

124. Defendant Watseka Chrysler retained the same to Mr. Bakken's detriment. Mr. Bakken lost a car owned outright and is subject to loan payments of more than \$700 per month. He also risks repossession, credit damage, and further actual damages.

125. The Defendants retention of those benefits violates fundamental principles of justice, equity, and good conscience.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc, and for the following relief:

- A. Actual damages,
- B. Attorney's fees and costs of suit,
- C. Other relief that this Court deems just and equitable.

COUNT VI- Breach of Contract (Against Defendant First Bank Financial)

126. Mr. Bakken realleges paragraphs 1-125 in this Complaint and incorporates them herein.

127. At all times relevant to this proceeding, Defendants have been engaged in commerce and trade in Illinois.

128. To state a claim for breach of contract, the essential elements are: (1) the existence of a valid and enforceable contract; (2) performance by the plaintiff; (3) breach

by the defendant; and (4) resultant injury to the plaintiff. *Coghlan v. Beck*, 2013 IL App (1st) 120891, ¶ 27.

129. Mr. Bakken and Defendant First Financial Bank entered into a valid and enforceable contract on December 4, 2024.
130. Mr. Bakken has performed said contract by tendering his vehicle and making his monthly payments of \$733.61.
131. Mr. Bakken has properly notified Defendant First Financial Bank of his timely cancellation of his service contract.
132. Mr. Bakken has properly notified Defendant First Financial Bank of his timely cancellation of his gap coverage contract.
133. Defendant First Financial Bank has not refunded Mr. Bakken his full agreement purchase price of \$4,000.00 pursuant to the service contract.
134. Mr. Bakken suffers injury due to this breach of contract.
135. Defendant First Financial Bank has not refunded Mr. Bakken his full agreement gap charge of \$1,000.00 pursuant to the gap coverage contract.
136. Mr. Bakken suffers injury due to this breach of contract.

WHEREFORE, Mr. Bakken requests that this Court enter judgment in his favor and against Watseka Chrysler, Dodge, and Jeep, Inc and Dealer Ignite LLC, and for the following relief:

- A. Actual damages,
- B. Attorney's fees and costs of suit,
- C. Other relief that this Court deems just and equitable.

Respectfully Submitted,

/s/ 

One of Defendant's Attorneys

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