

Louisiana Auctioneers Licensing Board Complaint

Oct. 14, 2017

Complaint Against - (Donald) Wayne Cauthron, Jr. - Auctioneer Lic. No. 1877

Submitted by Diane Rose , Advocate (non-attorney) for Mr. Allan Moore

Background -

Due to advance age (85 yrs.) and declining health, Mr. Moore decided to move to Missouri where his granddaughter resides. Thus he needed to liquidate his estate in Fisher, Louisiana. What follows is a classic tale of elder abuse involving fraud, deceit, and financial exploitation. Unfortunately, the few unscrupulous auctioneers like Mr. Cauthron perpetuate the reputation of dishonesty associated the auction industry. To avoid any further economic damages inflicted on the innocent, we respectfully request that LALB conduct a thorough investigation and immediately revoke Mr. Cauthron's license.

We also request that LALB obtain ALL records for ALL auctions concerning Mr. Moore. The auctioneer records mentioned in the attached demand letter is a good place to start (see Exhibit 1).

Additionally, we request Mr. Cauthron's \$10,000 bond be paid to Mr. Moore to help offset his losses.

Complaints:

Section 1 - No Contract

Mr. Cauthron did not obtain informed consent from Mr. Moore. Mr. Cauthron claims that the two attached documents titled "Consignment Contract and Settlement" constitute the entire contract/agreement with Mr. Moore (Exhibit 4b & 5b). The single paragraph at the bottom of the page in small print is totally biased toward Mr.Cauthron and relieves him of any responsibility or liability whatsoever (Exhibit 4a). It is lacking sufficient or descriptive information in regard to type and date of auction, performance, terms, conditions, obligations, payment terms, and default or breach of the contract, a list of all items to be auctioned, etc. Such an unconscionable agreement does not allow informed consent of a lay person, especially when the lay person is elderly and in declining health with impaired hearing.

Only 9 of Mr. Moore's items are listed on the alleged "contract" yet 100's of items were removed from his property without documentation of any kind. Mr. Moore put his trust in Mr. Cauthron and expected him to do what he promised. Mr. Cauthron promised Mr. Moore he would provide a consignment statement listing all items removed from his property. Mr. Moore has made multiple requests for a list of ALL the items taken and has yet to receive it.

Nothing in writing to show:

- Items that were removed from property (only 9 items were documented on

- consignment sheets)
- No notice of live "in person" auction (Mr. Cauthron told Mr. Moore items would be sold online)
- No information describing how disputes are handled
- No dates, deadlines or commitments as to when Mr. Moore would be paid
- Settlement sheets do not provide a valid description of many items

This one-sided alleged "contract" absolves Mr. Cauthron of ALL liability for the items while in his possession. It also gives Mr. Cauthron ownership of all items that received no bids to which gives him unjust enrichment at the expense of Mr. Moore.

Only 9 items were documented on this so called "contract". Therefore, 100's of items taken by Mr. Cauthron had no contact at all. Prior to Mr. Moore meeting Mr. Cauthron, I personally inventoried Mr. Moore's belongings anticipating them to be sold by other means. If not for that, we would not have a record of Mr. Moore's items because Mr. Cauthron didn't bother documenting the items he took. There are many missing items that are unaccounted for in any of Mr. Cautron's documentation, see Sec. 5. Are we to assume these items received no bids? Did Mr. Cauthron neglect to include them in his auction or did he forget to add them to the statements when they were sold? Did Mr. Cauthron decide to keep the items for himself believing no one would notice because they were never documented?

A valid contract must have the following 3 elements:

1. Competent parties
2. Mutual assent
3. Consideration

In this alleged "contract" 1 and 2 are absent and 3 is inequitable.

Sec. 2 - Missed commitments

a) On July 5, 2017 Mr. Cauthron told Mr. Moore that the online auction would be July 12, 2017. It was not conducted until the August 22, 2017, 5 weeks after the committed date.

b) Items were removed on 6/28/2017 and 7/5/2017 but only 9 of the items were documented on consignment sheets at the time they were taken (Exhibits 4b and 5b). There were 100's of items that were not documented. On June 28th and again on July 5th Mr. Cauthron promised he would mail Mr. Moore a list of all the items he removed from the property. Mr. Moore was never provided the list.

c) Auctioneer did not post in the online auction a video of the tractor or Harley as committed. Per item description "*video of bike running will be added at a later date.*" and "*video of this tractor running will be added at a later date*". Video was never added.

d) Mr. Cauthron promised to return Mr. Moore's house key after removing all items. After multiple requests, Mr. Moore finally received his house key on or about September 16,

2017.

Sec. 3 - Unauthorized entry and illegal use of Mr. Moore's home

Mr. Cauthron promised he would mail Mr. Moore's house key to him after he removed all the household items. Remaining items were removed from the home in July but the key was not returned to Mr. Moore as promised. After multiple requests, Mr. Moore finally received his house key on or about September 16, 2017. The only item not removed from the home in July was a nice framed water bed. Mr. Cauthron told Mr. Moore that he wouldn't be able to get anything for the waterbed so he would just leave it in the home. Weeks later Mr. Cauthron entered the home without authorization for adulterous purposes. The cleaning crew, hired and paid by Mr. Moore, entered the home and discovered an unclothed Mr. Cauthron with a woman in the bedroom. Now we know the real reason he didn't take the water bed or return the key.

Sec. 4 - Fraud

a) Mr. Cauthron misled Mr. Moore to believe that all of his items would be sold online which would ensure the highest price for his items. Yet only 5 of his items were sold online. All remaining items were supposedly placed in a "live" auction. Mr. Cauthron is primarily a poultry auctioneer and we suspect he sold most of Mr. Moore's items at his regularly held chicken auction. We have many questions about this auction. For example:

- What items belonging to Mr. Moore were in this auction?
- When and where was the auction held?
- How was this auction advertised/marketed?
- How many bidders attended and what did they buy?
- Were the bidders all personal friends?
- Where are the items that were not sold?

b) Mr. Cauthron insisted that the items could not be auctioned effectively if left on Mr. Moore's property and therefore needed to be hauled to his property in Reeves, LA. He used Mr. Moore's trailer to transport the items and then charged him \$250 for hauling the items to Reeves, LA. I can think of no valid reason or benefit to Mr. Moore for moving the items to Reeves. It clearly would have been better to hold the auction in Fisher on Mr. Moore's property. The Fisher area has a much larger population of bidders that could have attended the auction. Insisting the auction be held in Reeves was illogical unless Mr. Cauthron wanted to be sure he knew most of the bidders, as in the Proxibid auction. Maybe he didn't want a large turnout because the alleged "contract" states "*no bid items will be disposed of at the discretion of the auction house*". Mr. Cauthron could then put those items in another auction and not have to pay Mr. Moore anything. Moving the items to Reeves, LA was done for the sole benefit of Mr. Cauthron's, in total disregard to his fiduciary responsibility to Mr. Moore.

c) **Blatant false advertising** - Mr. Cauthron's Facebook page dated 8/16/2011 advertises his upcoming online auction showing pictures of Mr. Moore's cedar chest along with some of

his other furniture to be in that auction. However, these items had already been sold per Mr. Cauthron's settlement statement dated 7/29/2017 and therefore not in the 8/22/2017 online auction as advertised.

d) To our surprise, the final statement sent to Mr. Moore (Exhibit 5a) shows a charge of \$240 for "cleaning all equipment". It was written in after the fact. This charge was never discussed with Mr. Moore nor noted on the original document (Exhibit 5b). If you go to the Proxibid auction and click on the pictures you'll clearly see that the equipment was not cleaned. There are still pine needles on the Land Pride finishing mower and there is mud on the tractor.

Sec. 5 - Insufficient documentation

a) Many items remain unaccounted for. These items are not shown on any documentation nor were they listed in the Proxibid auction. No explanation has been offered by Mr Cauthron.

b) Settlement statements do not provide discernable descriptions of the items. Words such as "choice", "box", "tool", "implament", "everything", "power tool", and "yard tool" do not describe the item. Without a proper description it is impossible to reconcile the list of items I personally made prior to removal.

c) There are many items that are unaccounted for. The following items were removed from the property on 6/28 and 7/5/17 and remain unaccounted for:

- 2 additional tractor attachments: ripper & cultivator

- Harley Davidson spare windshield and brackets

- Welder

- Cutting torch and tanks

- Circular saw

- Jig saw

- Lawn mower

- Air tools: grinder, wrench, paint sprayer

- Router table

- Electric drill

- Electric carpet cleaner

- Large tarps

- Wood chipper

20' Logging chain
12' Logging chain
2 cable binders
8 Large Wood clamps
2 construction levels each 4' long
Battery charger
Large heavy duty grinder with accessory wheels
Large belt sander and extra belts
2 Rods and reels
2 tackle boxes
8 ton come along
Mason jars (had 50 and only 13 were sold per statement)

Sec. 6 - Live "in person" auction

Mr. Moore was not aware or notified there would be a "live" auction. When Mr. Cauthron met with Mr. Moore he stated the items would be sold online and in doing so would net a higher price for each item.

Statement dated 7/5/17 (Exhibit 4a) --- Consignor settlement statements lacking valid item descriptions. The vast majority of items were not documented at the time they were removed from property. Mr. Moore was provided 2 consignment sheets listing a total of 9 items which were to be sold online (Exhibits 4b & 5b). Only 5 of the 9 items were actually put in the online auction.

The cedar chest (described as cedar robe) was to be sold online at 10%, but instead was sold at a live "in person" chicken auction at 25% commission. See attached Live auction Settlement sheet dated 7/29/17 (Exhibit 2) - item 42 cedar robe \$170 at 25% commission. The original Consignment sheet (Exhibit 4b & 5b) states cedar robe to be sold online at 10% commission. After the fact, Mr. Cauthron scratched out cedar robe on Exhibit 4a.

The Troy Bilt Generator was also to be sold online at 10% but instead was sold at a live auction at 25%. (Exhibit 4 & 4a - line item 3 generator \$200)

Sec. 7 - Proxibid Auction

This was Mr. Cauthron's very first online auction, however, he gave Mr. Moore the impression he regularly held online auctions and assured him that he would get a much higher price for his items online. Due to Mr. Cauthron's incompetence and lack of experience with online auctions, this auction was delayed for 5 weeks and was not properly advertised

or marketed which resulted in few bidders, some of which were personal friends of Mr. Cauthron. Mr. Moore was never notified that the auction would not take place on July 12 nor was he provided the website address or location of the online auction. I was able to discover it in my research only after I "Googled" Wayne Cauthron. Searching for an auction with the Harley or the tractor produced nothing. Apparently, there were very few bidders.

Please ask Mr.Cauthron to provide documentation showing ALL bid activity for each item. Mr. Cauthron can easily obtain a report from Proxibid showing all pertinent information.

Only 5 of Mr. Moore's items were in the online auction, although, 9 items were on the original 2 consignment sheets (Exhibit 4b & 5b).

auction site - Proxibid <https://www.proxibid.com/asp/catalog.asp?aid=131105> HYPERLINK
["https://www.proxibid.com/asp/catalog.asp?aid=131105&ipp=100&sort=4"](https://www.proxibid.com/asp/catalog.asp?aid=131105&ipp=100&sort=4) HYPERLINK

Lot 2: 2005 HARLEY DAVIDSON 1200 CUSTOM

2005 harley davidson 1200 custom with only 21k miles on it. this bike comes with saddle bags, windshield and is in good condition. video of bike running will be added at a later date (never done). preview before bidding is recommended. to set up an appointment call (337) 526-3144 TITLE IN HAND

SOLD FOR \$2500 on 8/29/2017 to bidder m*f (valued at \$3810)***

NOTE: same bidder won BBQ trailer, Harley Davidson and 16' trailer (hmmm.....? I mentioned this to Mr. Cauthron and he said this bidder ID was actually shared by 2 different bidders that were friends of his and the bidder that wanted the trailer lived down the street from him) This is very suspicious and warrants further investigation. Other bidders in this small 28 item auction also won multiple items and I wonder if they too were friends of Mr. Cauthron.

Lot 4: 2004, 16' HOME MADE LOWBOY TRAILER WITH TITLE

2004. 16' home made lowboy trailer, title in hand, this trailer is very heavy built, the frame is made out of heavy wall channel iron and the post and rails are made out of heavy wall pipe. the floor is in good condition and made with treated lumber. it has 2 6000 pound axles under it and come with ramps. TITLE IN HAND. inspection is recommended. for preview call (337) 526-3144

SOLD for \$850 on 8/29/2017 to bidder m*f (valued at \$1950)***

Lot 11: 1942. 9N FORD TRACTOR

1942, 9N Ford gas tractor. this tractor runs and drives great. pto and lift all work. back tires are almost new, front tires have a little dry rot but are still in working order. video of this tractor running will be added at a later date (never done).

SOLD for \$850 on 8/29/2017 to bidder 9*m (valued at \$2100)***

Lot 27: TROY BUILT TILLER

Troy built rear tine tiller. it has forward and reverse plus a 2 speed transmission. it is electric start and runs great

SOLD for \$375 on 8/29/2017 to bidder D*0 (valued at \$550)***

Lot 28: LAND PRIDE FINISHING MOWER

Land pride 6' finishing mower, works great

SOLD for \$275 on 8/29/2017 to bidder j*r (valued at \$1250)***

Per original alleged "contract" (Exhibit 4b & 5b), the following items were to be in the online auction but were not. This resulted in the following items being charged 25% rather than 10% fees:

- 6 tooth cultivator (Exhibit 4a) states "previous sale already paid" but not shown on statements

- wood splitter (curiously, 25% written beside this item but bottom of page say 10%, Exhibit 4b)

- cedar robe (Exhibit 5b original shows 10% fee but was crossed out on 5a after the fact)

- Troy Bilt generator (Exhibit 4b original shows 10% which was written over with 25% on Exhibit 4a)

Why weren't these items in the online auction?

The Proxibid auction primarily consisted of firearms, 20 of the 28 auction items were firearms. **Please verify that Mr. Cauthron has the proper FFL licensing to sell firearms.**

Apparently, two of the online bidders didn't think much of Mr. Cauthron either and felt compelled to give him the lowest rating.

Proxibid Seller rating

C&C Auction Company

Overall Rating: received only 1 star out of 5

Total ratings: 2

Rating Breakdown

Item description: 1 star

Shipping costs: 1 star

Shipping time: 1 star

Buyer's premium: 1 star

Customer service:1 star

Mr. Cauthron sent me most of Mr. Moore's documents via phone text. He refused to send me the final two statements and said it was illegal to do so. I obtained the final two statements (Exhibit 5 & 5b) from Mr. Moore's granddaughter which I have attached.

Additionally, Mr. Cauthron left behind many items that were of value and should have been auctioned:

- 16' aluminum ladder

- 16' wood ladder

- Spade shovel

- Large roll of PVC water piping

- Hedge trimmer

- Soldering iron

- Brass welding rods

- Diamond steel welding table with large vice

Pots and pans
Picnic table
Garden chemicals
4 Chemical sprayers
4 bags of fertilizer
Garden hoses

Summary

Mr. Cathron has proven that he cannot be trusted. He has repeatedly lied and misrepresented himself. His records are sketchy and inadequate. Not once has he considered Mr. Moore's best interest. Mr. Cauthron is not only dishonest but incompetent as well. He swindled Mr. Moore and obtained unjust enrichment from Mr. Moore's assets. Mr. Moore left Louisiana with only what would fit in his pickup truck leaving behind everything else for Mr. Cauthron to sell. Mr. Moore only received a total of \$6269.74 for all his belongings collected over a lifetime.

A thorough investigation is warranted. Please send me a copy of your findings and all auction documentation you are able to obtain. We intend to pursue all legal remedies available to Mr. Moore and this documentation is vital to our case.

We are asking that Mr. Cauthron's license be revoked immediately and his entire \$10,000 bond be paid to Mr. Moore to help offset his losses.

If you have questions or need clarification, please call me.

Regards,

Diane Rose, Advocate
713-504-3777

cc: Allan Moore