NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

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April 6, 2026

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Re: ***Justin R. Luna v. Autobahn Motors LLC, et al.***
Case No. CL-2023-16672

Dear Counsel:

The issue before the Court is whether a limited liability company ("LLC") member, who is a professional, is personally liable for his own wrongful acts on behalf of his company as a "supplier" under the Virginia Consumer Protection Act ("VCPA"). The Court holds such a member can be personally liable.

This matter is before the Court on a Motion to Strike, which the Court will deny.

I. FACTUAL OVERVIEW.

Defendant Autobahn Motors LLC ("Autobahn" or "LLC") is a single member LLC owned by Defendant Shams Behgoman ("Behgoman"). Autobahn, a retail car dealer, purchased a used car at an auction and later sold it to Plaintiff Justin R. Luna ("Luna"). While the auction house faithfully informed Autobahn that the car had structural rust, Autobahn did not disclose this defect to Luna at the time of the resale. Behgoman was Autobahn's salesman who made all the representations and omissions to Luna at issue in this case. Despite his knowledge that the car suffered structural rust, Behgoman vouched for the quality of the car.

After Luna purchased the car from Autobahn, the car immediately began having problems. Upon taking the car to a mechanic other than Autobahn, Luna learned of the structural rust among other defects. He sued Autobahn and Behgoman, individually, for fraud and violations of the VCPA.

A jury issued a verdict in favor of Luna and against Autobahn and Behgoman on Luna's claims under the VCPA. The jury found Luna did not prove his claims of fraud.

Before the verdict, Behgoman moved to strike Luna's claims against him, individually, because the LLC sold the car, not him. He argues that since Luna never sought to pierce the corporate veil, he could not reach him individually for his acts on behalf of Autobahn. The Court took the Motion to Strike under advisement and is now addressing it.

II. ANALYSIS.

In Behgoman's Motion to Strike, he asserts he is not individually liable for acts of the LLC, generally, and he is not a "supplier" for the purposes of the VCPA, specifically. The Court disagrees.

A. LLC Members are Individually Liable for Certain Torts They Commit.

Generally, LLC members are not personally liable for the actions of their LLC. VA. CODE ANN. § 13.1-1019.

> "[N]o member . . . of a limited liability company, regardless of whether the limited liability company has a single member or multiple members, shall have any personal obligation for any liabilities of a limited liability company, whether such liabilities arise in contract, tort or otherwise, solely by reason of being a member, manager, organizer or agent of a limited liability company."

Id.

However, this liability protection is not absolute. Our Supreme Court held that an owner of a dental office LLC who fired an employee because she rejected his sexual advances at work was personally liable for the ensuing wrongful termination even though the LLC was technically the entity that fired the employee. *Van Buren v. Grubb*, 284 Va. 584, 592 (2012). The owner was personally liable for the wrongful termination by the LLC because he performed the acts predicating the termination. *Id.* To reach this conclusion, the high court reasoned that companies and their employees are jointly liable for an employee's wrongful acts, and where an employee's wrongful acts (the sexual advances) led to a company's wrongful contractual act (the employment termination), the employee has personal liability for his wrongful acts. *Id.*

The Supreme Court could have limited its holding in *Grubb* to an LLC member's tort that was outside the scope of the business. In *Grubb*, the member's sexual harassment was obviously activity outside the scope of the LLC's dental practice. The dissent may have welcomed such a narrowing. *Id.* at 595. However, this would have limited the plaintiff to bringing a tort other than wrongful termination against the individual member, such as battery. Instead, the majority in *Grubb* expressly broadened its holding to deter wrongful discharges. *Id.* at 592.

While *Grubb* did not address the statutory liability protection of LLC members provided by § 13.1-1019, one can easily harmonize the two. The statute proscribes personal liability of LLC members "*solely* by reason of being a member." (Emphasis added). VA. CODE ANN. § 13.1-1019. In cases of torts committed by a member, liability attaches for something beyond "solely" being a member—it is because of the wrongful act. *Truc Tran v. Indus. Dev. Auth. of the Town of Front Royal*, 2024 Va. App. LEXIS 577 *16-17 (Oct. 8, 2024). So, for example, in a two member LLC where only one member commits a tort, the innocent member enjoys liability protection because his liability would derive solely because of his membership. In contrast, the tortfeasor-member's liability derives from his tort plus his membership.

Consistent with this logic, although without citing to *Grubb*, a panel of our Court of Appeals concluded broadly that "corporate officers are individually liable to third parties for participating in or assenting to torts committed by them or their corporation." *Id.* This principle applies to LLC members and does not require a plaintiff to formally pierce the corporate veil. *Id.* at 17. In *Truc Tran*, a sole member of an LLC was individually liable for the conversion of funds on behalf of his company—even though the funds went to the company account and not to the member personally. *Id.* at 18.

As with *Grubb* and *Truc Tran*, the defendant in the present case, Behgoman, is the sole member of his LLC, Autobahn. He sold a car to Luna that he knew suffered structural rust because his supplier had told him so. When Luna inquired about the visible rust on the left rear wheel of the car, it was Behgoman who falsely assured Luna that the car was in good shape and there was no reason to worry. Behgoman did not disclose to Luna that the car suffered structural rust. Behgoman's false statement and his factual omission triggered Luna's VCPA claim against him individually. Luna sued Behgoman for Behgoman's own fraudulent acts, not because of his status as the single member of Autobahn. Behgoman forfeited his individual liability protection by his own tort.

B. Behgoman is a Supplier Under the VCPA.

The fact that Behgoman is individually liable for torts he committed on behalf of his company does not mean that the VCPA applies to his actions. Luna must prove that Behgoman is a "supplier" as defined by the Act. A "supplier" is

> "[A] seller, lessor, licensor, or professional that advertises, solicits, or engages in consumer transactions, or a manufacturer, distributor, or licensor that advertises

> and sells, leases, or licenses goods or services to be resold, leased, or sublicensed by other persons in consumer transactions."

VA. CODE ANN. § 59.1-198. The definition of "consumer transaction" includes the "sale or offering for sale of goods to be used primarily for personal purposes." *Id.* (cleaned up).

The acts the VCPA prohibits are all categorically "fraudulent acts" that are "unlawful." VA. CODE ANN. § 59.1-200(A). Thus, when an individual commits them, he engages in a tort that can carry personal liability. One such fraudulent act is misrepresenting the quality of certain goods. VA. CODE ANN. § 59.1-200(A)(6).

As a remedial statute, the VCPA should be "construed liberally, so as to suppress the mischief and advance the remedy in accordance with the legislature's intended purpose" of promoting "fair and ethical standards of dealings between suppliers and the consuming public." *Garvin v. LBAS, Inc.*, 2025 Va. App. LEXIS 643 at *9 (Oct. 21, 2025) (internal quotations omitted).

Grammatically, the definition of "suppliers" in the VCPA creates two classes. First, there are sellers, lessors, licensors, or professionals. VA. CODE ANN § 59.1-198. Second, there are manufacturers, distributors, or licensors. *Id.* Under the first category, professionals who advertise, solicit, or engage in consumer transactions are "suppliers." *Id.*

Behgoman, by counsel, at his first argument on his motion to strike, admitted he is a "licensed dealer." (Tr. Dec. 2, 2025, 2:56 p.m.) Thus, by a plain reading of the "supplier" definition, Behgoman is a "supplier." He is a "professional" because he is licensed as one. He engaged in "consumer transactions" by offering for sale a car for Luna's personal purposes. He committed VCPA fraud by misrepresenting the quality of the car.

Behgoman would have the Court read the statute to mean that a professional who engages in consumer transactions *on behalf of another*—in this case his company—is excluded from the definition of "supplier" because his company sold the car, not him. However, that is not what the statute reads, certainly not if the Court, as it must, applies remedial deference to the statutory interpretation. The statute already applies the VCPA to the company in the first class of "suppliers"—the company is a "seller" in that class because it was the entity that transferred title for consideration. However, because Behgoman is a qualifying "professional" who offered the car for sale to Luna, he also engaged in a consumer transaction. Thus, he is a supplier that is subject to the VCPA. The statute is not limited as Behgoman asserts.

As established above, Behgoman's fraudulent misrepresentations to Luna caused him to be liable to Luna for his own fraudulent acts under the VCPA. His personal liability is separate and distinct from his LLC's violation. Behgoman is a "professional." The car he offered for sale to Luna was a "good," meaning the offering for sale of the car for Luna's personal use was a "consumer transaction" by Behgoman. Thus, Behgoman was a "supplier" who could be held

liable under the VCPA for his misrepresentations of the quality of the car. The jury may properly issue a verdict for Luna and against Behgoman on the claim for violation of the VCPA.

III. CONCLUSION.

For the reasons stated herein, the Court holds that the sole member of a single member LLC, who is a professional, may be individually liable for his own wrongful acts as a supplier under the VCPA, even if he performed them on behalf of his LLC. The Motion to Strike will be denied.

An appropriate Order is attached.

Kind regards,

[redacted]
David A. Oblon
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David A. Oblon
Judge, Circuit Court of Fairfax County
19th Judicial Circuit of Virginia

Enclosure.

V I R G I N I A:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JUSTIN R. LUNA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CL–2023–16672
	)	
AUTOBAHN MOTORS LLC, *et al,*	)	
	)	
Defendants.	)	

ORDER

THIS MATTER came before the Court on Defendant Shams Behgoman's ("Behgoman's") Motion to Strike, Defendants Behgoman and Autobahn, LLC's ("Autobahn's") Motion for Setoff, and for determination of an award of attorney fees. It is

ADJUDGED the Motion to Strike should be denied for the reasons set forth in the accompanying Opinion Letter issued today, which is incorporated herein by reference. It is further

ADJUDGED the Motion for Setoff should be granted in part and denied in part. Plaintiff Justin R. Luna ("Luna") reached a pre-trial settlement with Co-Defendants Expert Auto Care & Repair, LLC and Benham Khalajabadi for $10,000.00. This settlement consisted of three categories of damages against which Autobahn and Behgoman now seek setoff.

First, the settlement included $2,000.00 for compensatory damages. The compensatory damages in the settlement should offset the compensatory damages awarded at trial against Autobahn and Beghman because they overlap. Plaintiff Luna suffered a single compensatory injury when he purchased a defective car.

Second, the settlement included $3,000.00 in attorney fees. These do not offset the damages awarded at trial. They are not duplicitous with the jury award because Plaintiff was required to prosecute the co-defendants prior to their

dismissal by settlement. The $3,000.00 is reasonable for prosecuting those co-defendants.

Third, the settlement included $2,500.00 in statutory damages and $2,500.00 in punitive damages. These are not duplicitous with the jury awards against Defendants Autobahn and Behgoman because the former co-defendants participated in independent wrongful conduct and should be punished separately for them. It is further

ADJUDGED Plaintiff's request for $103,952.50 in attorney fees and $14,211.52 in court costs should be granted in part and denied in part. In making this determination, the Court considered the *Chawla v. BurgerBusters*, 255 Va. 616, 623 (1998) factors.

The first factor is the time and effort expended. Luna's counsel devoted 161.10 hours to litigating the case, with a further 85.10 hours of work completed by a paralegal. The Court finds most of the effort justified.

The second factor is the nature of the services rendered. Luna's counsel took this matter to a trial by a jury with all attendant litigation duties.

The third factor is the complexity of the services rendered. Suing for damages incurred on a used car purchase is not complex but requires a skilled attorney. In this case, Autobahn strictly held Luna to his burden of proof and presented numerous legal arguments and objections. For example, Luna had to prove Behgoman's individual liability as a supplier under the VCPA, an issue of first impression in the Commonwealth.

The fourth and fifth factors are the value of the services to the client and the results obtained. Objectively, counsel provided significant value to Luna. The jury awarded Luna $30,000.00, considerably more than the $7,021.00 Luna paid for an old, defective used car. However, this was a fraction of what Luna wanted. Luna brought six counts against Autobahn but prevailed on only one count. He demanded $350,000.00 on the fraud claim alone, so considering what he wanted the jury awarded him a pittance. The Court will discount the fee.

The sixth factor is whether the fees incurred were consistent with those generally charged for similar services. The Declaration in Support of Attorney Fee Award filed by Luna's counsel supports counsel's billing rates.

The seventh factor is whether the services were necessary and appropriate. The Court reviewed counsel's timesheets. The Court discounted Luna's requested fees for work it assesses was primarily for the dismissed counts. That work was not necessary.

After considering these factors, the Court awards Luna $78,594.75 and $14,211.52 in costs.

Therefore, it is now

ORDERED the Motion to Strike the VCPA claim is **DENIED.** It is further

ORDERED the Motion for Setoff is **DENIED** in part and **GRANTED** in part. Defendants are allowed a setoff of $2,000.00 against the jury award. It is further

ORDERED Luna is awarded $78,594.75 in attorney fees and $14,211.52 in costs from the Defendants jointly and severally. It is further

ORDERED Luna's counsel must prepare a final sketch order, endorse it with any objections, present it to Autobahn's and Behgoman's counsel to endorse with any objections, and return it to the Court for entry.

THIS MATTER CONTINUES.

[redacted] David A. Oblon
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Judge David A. Oblon

April 6, 2026

Entered

PURSUANT TO RULE 1:13 OF THE RULES OF THE SUPREME COURT OF VIRGINIA, ENDORSEMENT OF THIS ORDER IS WAIVED BY DISCRETION OF THE COURT. ANY DESIRED ENDORSEMENT OBJECTIONS MAY BE FILED WITHIN TEN DAYS.