

IN THE CIRCUIT COURT OF COUNTY,

PLAINTIFF

VS.

NO.

DEFENDANTS

COMPLAINT

COMES NOW, , Plaintiff, by and through counsel of record and files this his/her Complaint and in support hereof would represent and show unto this Court the facts following, to-wit:

1. Plaintiff, , is an adult resident citizen of County, .

2. Defendant, , hereinafter to as " ", is a corporation doing business in the , organized and existing under the laws of the State of , and may be served with process of this serving its Registered Agent for Service of Process:

, referred to as " ", is a corporation organized and existing under the laws of the State of , and may be served with process of this Court by serving its Registered Agent for Service of Process: .

3. Defendant, , hereinafter referred to as " " is a corporation doing business in the State of and organized under the laws of the State of and upon whom process may be served by serving its registered agent, .

4. , at all herein mentioned times, was in the automobile manufacturing business producing motor vehicles and for purposes herein, particularly a , that is the subject matter of Plaintiff's complaint herein.

5. , at all times herein mentioned, was engaged in the business of selling and servicing automobiles in , , as an authorized agent and dealer for .

6. On or about the day of , Plaintiff purchased the said VIN: manufactured by from . A copy of said purchase agreement is attached hereto and marked as Exhibit "A" and is made a part hereof by reference. Said automobile was purchased to be used for business and general transportation purposes.

7. Shortly after taking delivery of said vehicle on , , Plaintiff discovered defects in the truck, some of which but not necessarily all, are as follows:

a)

b) i) ,

- ii) _____ ,
- iii) _____ , (_____ , _____)
- c) i) _____ ,
- ii) _____ ,
- iii) _____ ,
- iv) _____ , _____ , _____ , (_____)
- d) i) _____ ,
- ii) _____ . _____ , (_____)
- e) _____ , (_____)
- f) i) _____ , returned on _____ , _____ .
- ii) _____ . (_____)
- g) _____ , (_____)
- h) _____ (_____)
- i) _____ (_____)

COUNT I

BREACH OR IMPLIED WARRANTIES

8. Plaintiff adopts and realleges all the foregoing as though set out herein in full.

9. Plaintiff would further show that at the time of delivery of said vehicle there was a statutory implied warranty of fitness and merchantability from Defendants _____ and _____ and by authority of the _____ Code of _____ , Section _____. Plaintiff is a consumer within the meaning and intention of _____ 's enactment of this of this Uniform Commercial Code Section. The Defendants are considered as merchants within the contemplation of the UCC Act. Under these sections, buyer is authorized to revoke acceptance and entitled to recover his/her purchase price.

10. Defendants warranted as a matter of law, as aforesaid, that the vehicle was suitable for the purposes for which it was manufactured, and would pass without objection in the ordinary course of business trade. Defendants failed to properly perform the warranty work, despite receiving notice and being advised of said defects, and neither was able, nor competent nor willing to cure said defects. Plaintiff was damaged by said defects. Plaintiff was damaged by said breach of the implied warranties and is entitled to recover therefore.

COUNT II

BREACH OF EXPRESS WARRANTIES

11. Plaintiff realleges and adopts all of the foregoing as part of this Count as though copied herein in fully.

12. The vehicle was sold within certain express warranty extending to Plaintiff by through its agent-dealer, . A copy of the warranty is attached as Exhibit "A" and made a part hereof.

13. The express warranties were breached as the result of , and being unable or unwilling to repair and cure the defects, therein causing the warranties to fail to perform, or fulfill the intended purpose, and Plaintiff has consequently been damaged, and Plaintiff is entitled to recover.

COUNT III

"MOTOR VEHICLE WARRANTY ENFORCEMENT ACT"

14. The breach of the statutory "Motor Vehicle Warranty Enforcement Act" found in Code Annotated, Section , et seq. Plaintiff has given notice and has gone through arbitration with for the purpose of satisfying the requirements of the "Motor Vehicle Warranty Enforcement Act" and would further show that he/she has given the Defendants, and , many opportunities to cure said defects. They have totally failed to make the vehicle fit for the purpose for which it was manufactured and for its intended use which impairs the use, market value, or safety of the motor vehicle to the Plaintiff after a reasonable number of attempts, and Plaintiff has therefore, been damaged and is entitled to recover under this act.

COUNT IV

MAGNUSON-MOSS ACT

15. The breach of the statutory implied warranty also gives rise to the violation of the Magnuson-Moss warranty Federal Trade Commission Improvement Act, Section 110(C), 15 U.S.C.A., Section 2301, et seq. Plaintiff has given proper notice and has gone through arbitration with for the purpose of satisfying the requirements of the Magnuson-Moss Act, and would further show that he/she has given the Defendants, and , many opportunities to cure said defects and would further show that they have totally failed to make the vehicle fit for the purpose for which it was manufactured and for its intended use which impairs the use, market value, or safety of the motor vehicle to the Plaintiff after a reasonable number of attempts, and Plaintiff has, therefore, been damaged and is entitled to recover under this act.

16. Plaintiff would show that as a result of the breach of the foregoing mentioned warranties, he/she is entitled to recover the following, including, but not limited to, the purchase price of the automobile, and consequential damages consisting of sales tax, license, registration and other fees, finance charge, towing expenses, rental expense, time and inconvenience, loss of business opportunity and all costs and expenses, including attorney fees based on actual time expended,

determined by this Court to have been reasonably incurred by the Plaintiff or in connection with the commencement and prosecution of such action as provided in Code Annotated, Section .

COUNT V

PUNITIVE DAMAGES

17. Defendants, in being unable to repair the defects complained of and continuing inability to correct said defects with new parts as needed, and in particular the driveline clunk, showed a total disregard for Plaintiff's rights and such acts were willful and wanton and calculated to discourage and dissuade Plaintiff from pursuing his remedies any further and punitive damages should be awarded to discourage and deter like treatment to purchasers in the future.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays for a judgment against Defendants for the purchase price of automobile, together with all consequential damages in the sum of \$ as compensatory damages and attorney's fees in a reasonable amount and punitive damages in the sum of \$.

Respectfully submitted,

Attorney for