

NAME OF PLAINTIFF

V.

NO.

NAME OF DEFENDANT

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

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 _____ 20____, Plaintiff purchased the said Chevrolet bearing 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:

- 1) Noise in front while driving; repaired the day following delivery (1 day)
- 2) a. Makes loud grind or bump when put into gear,
b. Driver's seat back loose,
c. When under load or slight acceleration has slight shudder, (_____, _____ day)
- 3) a. Transmission shudders and replaced torque convertor, flushed cooler,
b. Driver seat loose replaced recliner mechanism,
c. Rattled when started in morning, replaced engine and short block,
d. has knock or pop in rear when changing gears, _____, 20____, (_____ days)
- 4) a. Has ticking or rubbing sound from center dash hood when driving slow, turning affects sound,
b. Has hesitation when taking off from stop at backfires. _____, 20____ (____ day)
- 5) a. Replacement engine _____, 20____ (____ day)
- 6) a. Transmission goes out in _____ on 20____. Transmission dismantled and inspected, transmission, returned on _____, 20____.
b. Major oil leaks, rear main oil seal reported no problem found at this time _____, 20____. (_____ days)

7) a. has engine oil leak, work performed on area or under times pops or leaks oil, rear main oil leak _____, replaced leaking, _____, 20____, returned on _____, 20____, (____ days)

8) a. Has engine oil leaks, put bolt in stud hole for clutch rod _____, 20____ (____ day)

9) a. Has engine oil leak, Camshaft Plug leaking, replaced rear camshaft plugs in back of engine (1 day)

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 _____'s Code. 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 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 therefor.

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 63-17-151, et seq. Plaintiff has given notice and has gone through arbitration with GM for the purpose of satisfying the requirements of the "Motor Vehicle Warranty Enforcement Act" and would further show that he 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 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 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.

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 \$00.00 as compensatory damages and attorney's fees in a reasonable amount and punitive damages in the sum of \$00.00.

Respectfully submitted,

BY: _____
_____, His Attorney