

>> Sample Complaint

IN THE SUPERIOR COURT OF CLARKE
COUNTY, STATE OF GEORGIA

JOHN DOE,

Plaintiff,

v.

RELIANT MOTOR COMPANY, INC.,

Defendant.

CIVIL ACTION FILE
NO: 2011

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff John Doe, by and through counsel, and hereby files his Complaint, showing as follows:

PARTIES, JURISDICTION, AND VENUE

1.

This Court has subject matter jurisdiction over this matter and venue is proper in this judicial district pursuant to Ga. Const. Art. VI, Sec. II, Para. VI and O.C.G.A. §14-2-510(b) because the defendant conducts business, its registered agent is located and the cause of action originated in this judicial district.

2.

Plaintiff, John Doe, is a citizen of the State of Georgia and a resident of Athens, Clarke County, Georgia, and submits himself to the jurisdiction of this Court.

3.

Defendant “Reliant” Motor Company is a Georgia Corporation conducting business as an automobile dealer in Athens, Clarke County, Georgia. James Smith is the Registered Agent for Reliant Motor Company on whom service is proper. James Smith may be served at Terry Drive, Athens, Georgia, subjecting Reliant Motor Company to the jurisdiction of this Court.

Statement of Facts

4.

On or about February 1, 2011, John Doe purchased a 2010 Ford Explorer, Serial Number PJSJWMMAP 2010, from Defendant automobile dealership.

5.

The vehicle was identified as having undergone a 50 point inspection, and as having attained a “Platinum Check Quality Assurance.” Among the items listed as passed “inspection” were all components of the front-end.

6.

The vehicle was sold with a 90 day/3000 mile warranty that covered all major component parts, including, but not limited to, engine, transmission, drive axle, brakes, steering, and electrical.

7.

While test driving the vehicle, Plaintiff noticed excessive road noise and informed Defendant of the problem. Defendant assured Plaintiff that vehicle had been inspected and was mechanically sound. Defendant said that excessive noise was from worn tires and offered to replace tires.

8.

Relying on Defendant’s explanation and offer to replace tires, Plaintiff entered into a sales contract to buy the vehicle from Defendant. After Plaintiff purchased vehicle and had the tires replaced, the excessive road noise continued unabated. While Plaintiff returned the vehicle to Defendant several times to have the problem corrected, Defendant was unable to eliminate the excessive road noise. The vehicle became inoperative when the front-end locked up.

9.

Through an independent mechanic, Plaintiff learned that the entire problem with the vehicle was the “front-end” assembly. Component parts of the front-end were worn and damaged which caused the excessive road noise. Failure to fix the problem resulted in the front-end locking up. The independent mechanic also stated that the front-end had not been properly inspected.

10.

The fraudulent misrepresentations by Defendant that the vehicle had passed a thorough inspection induced Plaintiff to purchase the vehicle.

11.

Defendant refused to honor the warranty on the vehicle, make necessary repairs, or properly diagnose problem with the vehicle.

12.

As a result of these willful and wanton acts by Defendant, Plaintiff has been harmed by purchasing an inoperable vehicle for a sum exceeding \$20,000. Plaintiff also has suffered other expenses, including the purchasing of another automobile for transportation and expenses in attempting to repair the vehicle at issue.

COUNT I
Fraud in the Inducement

13.

Plaintiff incorporates by reference the allegations in paragraphs 1 through 12 of his Complaint as if fully restated herein.

14.

Defendant, by its actions, intentionally concealed from the plaintiff the damage to the vehicle.

15.

The intentional concealments, misrepresentations and omissions set out herein were made by defendant in order to deceive plaintiff and induce him to purchase the vehicle.

16.

Plaintiff, in fact, reasonably relied on defendant's misrepresentations, which did, in fact, induce him to purchase the vehicle and to incur damages for repair and replacement of the vehicle as well as other foreseeable and consequential damages.

17.

Defendant's fraudulent concealments, misrepresentations and omissions showed willful misconduct malice, wantonness, and oppression and were conducted with specific intent to cause harm thereby entitling plaintiff to punitive damages.

COUNT II
Breach of Warranty

18.

Plaintiff incorporates by reference the allegations in paragraphs 1 through 17 of his Complaint as if fully restated herein.

19.

Defendant's actions breached the express warranty made to plaintiff in connection with his purchase of the vehicle, thereby entitling plaintiff to compensatory damages.

Prayer for Relief

WHEREFORE, Plaintiff respectfully prays that this Court:

1. Grant to Plaintiff judgment in this action and against Defendant under Counts One and Two of this complaint;
2. Grant to Plaintiff compensatory damages in an amount reasonable and commensurate with the losses imposed upon him by Defendant's unlawful acts, including his pain and emotional distress;
3. Grant to Plaintiff punitive damages in an amount reasonable and commensurate with the harm done and calculated to be sufficient to deter such conduct in the future;
4. Grant to Plaintiff his costs in this action and reasonable attorneys' fees as provided by OCGA §13-6-11; and
5. Grant to Plaintiff a jury trial on all issues so triable;
6. Grant such additional relief as the Court deems proper and just.

Respectfully submitted this ____ day of, ____ 2011,

Lawyer
Ga. State Bar #000000

Attorneys for Plaintiff