

2. Defendant, Danfield's Auto Express, is a corporation incorporated under the laws of Delaware, and having its headquarters and administrative offices in Oregon. Danfield's is licensed to do business in California and operates retail car repair stores in California.

3. Derek's Car Repair is an auto repair shop solely owned and operated by Derek Davison. It is incorporated in Nevada and has its sole location in Nevada.

Statement of Jurisdiction

4. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332. Plaintiff is a citizen of California. The defendant Danfield's is a citizen of Delaware and Oregon. Defendant Derek's is a citizen of Nevada. The amount in controversy, without interests and costs, exceeds \$75,000.

5. This court has personal jurisdiction over the defendant Danfield's given their contacts with the state. The defendant operates retail stores in California, and the plaintiff's cause of action arises out of the defendant's actions in that repair shop. Asserting jurisdiction is consistent with the requirements of the State of California's long-arm statute, and due process.

6. This court has personal jurisdiction over the defendant Derek's because Derek was aware that the plaintiff was returning to California when he failed to properly fix the plaintiff's car. Derek's negligent actions outside of California had a foreseeable effect inside of California, which makes jurisdiction over the defendant fair and reasonable. Asserting jurisdiction is consistent with the requirements of the State of California's long-arm statute, and due process.

Venue

7. Venue is proper in this court under 28 USC § 1391(b)(2) because a substantial part of the events giving rise to the claims occurred in Northern California.

Facts

8. On or about February 4, 20xx, the defendant Danfield's attempted to repair the plaintiff's car at one of its retail car repair stores in Northern California.

9. The repair work included repairs to the brakes and maintenance work on the engine including the cooling and heating systems.

10. The defendant Danfield's guaranteed their work in a written warranty, which stated, in part:

Danfield's warrants that your service repairs are made with the quality and skill required to meet industry standards and to protect your safety. We promise that your car will be fixed right the first time

11. On February 5, 20xx, the plaintiff noticed that his car was not running right and his brakes were squeaking and grinding. He called Danfield's and was told to bring the car back in for them to look at the brakes, but plaintiff was 200 miles away from the Danfield's store.
12. Plaintiff took his car to Derek's Car Repair to have it checked out. Plaintiff explained the problems he was having with the car.
13. Derek, the owner of Defendant Derek's Car Repair, looked at plaintiff's car and told him that he did not see anything out of the ordinary, and that the noises could just be the new brake pads settling in.
14. Derek suggested that plaintiff take the car back to Danfield's to make sure it was safe.
15. Plaintiff was relieved by Derek's statements. He canceled his vacation plans and told Derek that he would head back to Danfield's in Northern California.
16. On the drive back to Danfield's, while near Lake City, Northern California, plaintiff's car began to overheat. As plaintiff tried to get off the road, the car's brakes failed and did not stop the vehicle.
17. As a result of the brake failure, plaintiff's car went off the road and into an embankment causing the car to flip over and slide on its roof.
18. Plaintiff and his passenger were physically injured as a result of the crash.
19. Plaintiff's physical injuries resulted in pain and suffering, the need for extended medical care including home nursing services, and the inability to perform daily tasks. Some of the plaintiff's injuries are permanent and will require future and ongoing medical treatment.
20. Due to his injuries, plaintiff was unable to perform his job functions and was terminated.
21. Plaintiff's car was determined to be a total loss with repairs estimated to cost more than the \$20,000 value of the car.

Legal Claims

Count I

Danfield's - Breach of Contract – Express Warranty

22. Plaintiff incorporates all allegations in prior paragraphs of this Complaint as if re-alleged herein.

23. Plaintiff and defendant Danfield's entered into a contract regarding the repair of Plaintiff's car in the form of a lifetime guarantee and express workmanship warranty.

24. The express warranty on labor said the defendant would make repairs to plaintiff's car with "the quality and skill required to meet industry standards and protect your safety. We promise that your car will be fixed right the first time."

25. The defendant breached this warranty agreement when it failed to use the required quality and skill in repairing the plaintiff's car and in failing to fix the plaintiff's car when defendant performed services on the car.

26. As a result of the defendant's breach of contract, the plaintiff suffered and continues to suffer harm and damages including, but not limited to, physical pain and suffering, temporary and permanent physical injuries, mental anguish, medical expenses, loss of his vehicle, lost wages, loss of employment, and the loss of enjoyment of his normal life.

WHEREFORE, plaintiff demands judgment and monetary damages against the defendant in an amount that exceeds the jurisdictional requirement of this court, to be determined at trial, plus costs and interest, and for any further relief that this Honorable Court determines necessary and appropriate.

Count II

Danfield's - Negligence

27. Plaintiff incorporates all allegations in prior paragraphs of this Complaint as if re-alleged herein.

28. The Defendant has a duty to use due care and meet industry standards when making repairs to plaintiff's vehicle.

29. Defendant breached this duty when it failed to properly repair plaintiff's vehicle and improperly installed a heater hose and brakes that caused the plaintiff's car to overheat and crash.

30. As a direct and proximate result of the defendant's breach of duty, the plaintiff suffered and continues to suffer harm and damages including, but not limited to, physical pain and suffering,

temporary and permanent physical injuries, mental anguish, medical expenses, loss of his vehicle, lost wages, loss of employment, and the loss of enjoyment of his normal life.

WHEREFORE, plaintiff demands judgment and monetary damages against the defendant in an amount that exceeds the jurisdictional requirement of this court, to be determined at trial, plus costs and interest, and for any further relief that this Honorable Court determines necessary and appropriate.

Count III

Derek's Car Repair - Negligence

31. Plaintiff incorporates all allegations in prior paragraphs of this Complaint as if re-alleged herein.

32. The Defendant has a duty to use due care and meet industry standards when inspecting plaintiff's vehicle for necessary repairs.

33. Defendant breached this duty when he failed to recognize that there was an improperly installed heater hose and improperly installed brakes on the plaintiff's car that later caused the plaintiff's car to overheat and crash.

34. As a direct and proximate result of the defendant's breach of duty, the plaintiff suffered and continues to suffer harm and damages including, but not limited to, physical pain and suffering, temporary and permanent physical injuries, mental anguish, medical expenses, loss of his vehicle, lost wages, loss of employment, and the loss of enjoyment of his normal life.

WHEREFORE, plaintiff demands judgment and monetary damages against the defendant in an amount that exceeds the jurisdictional requirement of this court, to be determined at trial, plus costs and interest, and for any further relief that this Honorable Court determines necessary and appropriate.

Prayer for Relief

WHEREFORE, plaintiff respectfully requests that this Court:

- a. Grant the relief requested herein.
- b. Grant such other relief as this court deems just and proper.

Jury Trial Demand

Plaintiff demands a trial by jury.

Respectfully submitted,

Date: __June 5, 20xx__

_____*Anna Attorney*_____

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