

**WARRANT IN DEBT — SMALL CLAIMS DIVISION**  
Commonwealth of Virginia VA CODE § 16.1-79; 16.1-122.3

FILED  
FALLS CHURCH DISTRICT COURTS  
2011 FEB - 7 P 12: 10

Falls Church  
CITY OR COUNTY  
General District Court

300 Park Ave Falls Church, VA 22046  
STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s), TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on  
March 9, 2011 @ 9:30 am  
RETURN DATE AND TIME to answer the Plaintiff(s)' civil claim (see below)

DATE ISSUED  
[ ] CLERK [x] DEPUTY CLERK [ ] MAGISTRATE  
*Spic Dingles, Deputy*

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of  
\$ 4,500.00 net of any credits, with interest at 6.00 % from October 25, 2009 until paid.  
INTEREST RATE DATE FROM WHICH IS DUE  
\$ 108.00 costs with the basis of this claim being COSTS

[ ] Open Account [ ] Contract [x] Note [x] Other (EXPLAIN)  
Violation of Section 59.1-204 Code of VA (See Attached)  
HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] cannot be demanded

February 3, 2011  
DATE  
[x] PLAINTIFF [ ] PLAINTIFF'S EMPLOYEE  
*Spic Dingles*

CASE DISPOSITION  
[ ] JUDGMENT that the Plaintiff(s) recover against [ ] named Defendant(s) [ ]

\$ net of any credits, with interest at \_\_\_\_\_ % from \_\_\_\_\_ until paid.  
INTEREST RATE DATE FROM WHICH IS DUE  
\$ COSTS

HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] CANNOT BE DEMANDED  
[ ] JUDGMENT FOR [ ] NAMED DEFENDANT(S) [ ]  
[ ] NON-SUIT ~~DISMISSED~~  
Defendant(s) Present? [ ] YES [ ] NO  
[ ] Indemnifying bond of \$ \_\_\_\_\_ [ ] secured [ ] unsecured required for lost instrument (Va. Code § 8.01-32)

DATE *3/9/11*  
JUDGE *[Signature]*

RETURN DATE  
3/9/11  
CASE NO.  
V11-664

Arrington, Amy L  
PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

44514 Clear View Farm Road  
Leonardtown, MD 20650  
(808) 987-9255

Cars International LLC / Cars International A, LLC  
DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

c/o President Agent Abid Awan  
624 S. Washington Street  
Falls Church, VA 22046

**WARRANT IN DEBT — SMALL CLAIMS DIVISION**

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TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. By law, this case must be tried on the return date above unless all parties agree upon a different date for trial. Other continuances shall be granted by the court only for good cause shown.  
\*\*\*

Grounds of Defense ORDERED DUE

**DISABILITY ACCOMMODATIONS** for loss of hearing, vision, mobility, etc., contact the court ahead of time.

NEXT HEARING DATE AND TIME

FEB 09 2011

*Spic Dingles*

*(Coddin Locke)*

*him so still again*

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

1. The defendants are the sellers of automobiles in the State of Virginia for personal use.
2. On September 25, 2009, plaintiff purchased a vehicle from defendants bearing Stock Number 94608 according to the buyer's order prepared by the defendants. Plaintiff paid defendants \$1,500.00.
3. Based on the defendants' agent's false promises and misrepresentations that the plaintiff would receive a refund of her deposit in the amount of \$1,500.00 if she returned the vehicle in its delivered condition, plaintiff returned the vehicle to defendants on October 25, 2009.
4. The defendants failed to return the deposit money on delivery, but again falsely and fraudulently promised to return the deposit in five to seven business days (see attached letter).
5. Relying on this representation, plaintiff delivered the vehicle to the defendants on October 25, 2009.
6. Defendants did not return any of the deposit money despite the written confirmation.
7. Defendants' actions were willful and at no time did defendants intend to return the deposit money.
8. The defendants' actions were at all times part of a scheme to obtain funds from plaintiff without delivering title to the vehicle.
9. By promising to return the deposit money, plaintiff was fraudulently induced to return the car.
10. As a result of defendants' actions plaintiff was damaged in the amount of \$1,500.00 plus interest since October 25, 2009.
11. Pursuant to Section 59.1-204, Code of Virginia, plaintiff is entitled to three times the actual damages sustained, plus court costs.





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624 South Washington St Falls Church VA 22046 Tel: 703-531-1060 Fax: 703-531-1064

October 25<sup>th</sup> 2009

This letter is to inform you that Amy Arrington has returned the vehicle to Cars International on October 25<sup>th</sup>, 2009. According to the Cars International refund policy, the refund of \$1500.00 (fifteen hundred dollars) will be mailed to the person mentioned on the bill of sale, Amy Arrington, in 5-7 business days.

Thank you

A handwritten signature in black ink, appearing to be the name 'Omar', written over a horizontal line.

Omar

WARRANT IN DEBT - SMALL CLAIMS DIVISION

Commonwealth of Virginia VA. CODE § 16.1-79; 16.1-122.3

RECEIVED

10-2020  
DEC 01 2020

FALLS CHURCH  
General District Court

Falls Church

300 Park Ave Falls Church VA 22046

CITY OR COUNTY FALLS CHURCH  
STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).

TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on

January 12, 2011 9:00AM to answer the Plaintiff(s)' civil claim (see below)

11-30-10

RETURN DATE AND TIME

DATE ISSUED

EM McDermott Deputy

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$1,733.14 net of any credits, with interest at 6% from DOJ until paid.

\$54.00 costs with the basis of this claim being

Costs [X] Contract [ ] Note [ ] Other (EXPLAIN) Money paid for warranty

was never received by company. HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] cannot be demanded

11/30/10

DATE

[X] PLAINTIFF

[ ] PLAINTIFF'S EMPLOYEE

CASE DISPOSITION

[ ] JUDGMENT that the Plaintiff(s) recover against [ ] named Defendant(s) [ ]

net of any credits, with interest at % from until paid.

\$..... costs

HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] CANNOT BE DEMANDED

[ ] JUDGMENT FOR [ ] NAMED DEFENDANT(S) [ ]

[ ] NON-SUIT [M] DISMISSED BY A-F

Defendant(s) Present? [ ] YES [ ] NO [ ] Indemnifying bond of \$..... [ ] secured [ ] unsecured required for lost instrument (Va. Code § 8.01-32)

11/12/11

DATE

JUDGE

Richard D. Brice

RETURN DATE 1-12-11

CASE NO. 110-433

NEXT HEARING DATE AND TIME 1-12-11 9:00AM

Plaintiff(s) (LAST NAME, FIRST NAME, MIDDLE INITIAL) Rodriguez, Max C

Rodriguez, Yaniel A

3902 Woodhew Place

Alexandria, VA 22309

Awar, Abid A (Registered Agent)

DEPENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL) Cars International A LLC

624 S. Washington Street

Falls Church, VA 22046

703-531-1060

WARRANT IN DEBT - SMALL CLAIMS DIVISION

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TO DEFENDANT: You are not required to appear, however, if you fail to appear, judgment may be entered against you. By law, this case must be tried on the return date above unless all parties agree upon a different date for trial. Other continuances shall be granted by the court only for good cause shown.

\*\*\*

Grounds of Defense

ORDERED

DUE

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.



**WARRANT IN DEBT - SMALL CLAIMS DIVISION**  
Commonwealth of Virginia VA. CODE § 16.1-79; 16.1-122.3

Falls Church

CITY OR COUNTY

General District Court

City Hall, 300 Park Avenue Falls Church VA 22040

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summon the Defendant(s).  
TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on

July 14, 2010 9:30am

RETURN DATE AND TIME

to answer the Plaintiff(s)' civil claim (see below)

6/25/10

DATE ISSUED

CLERK  DEPUTY CLERK  MAGISTRATE

CLAIM: Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of

\$5,000 net of any credits, with interest at

6% from 10/5

DATE FROM WHICH IS DUE

until paid

\$51.00

COSTS

costs with the basis of this claim being

Open Account  Contract  Note  Other (EXPLAIN) add me a car that

Engine went out in two month and they said that was  
HOMESTEAD EXEMPTION WAIVED?  YES  NO  cannot be demanded going to fix it

6/24/10

DATE

Keisha Childs

PLAINTIFF  PLAINTIFF'S EMPLOYEE

**CASE DISPOSITION**

JUDGMENT that the Plaintiff(s) recover against  named Defendant(s)

\$3,211.75 net of any credits, with interest at 6% from 10/5 until paid.

\$51 COSTS

HOMESTEAD EXEMPTION WAIVED?  YES  NO  CANNOT BE DEMANDED

JUDGMENT FOR  NAMED DEFENDANT(S)

NON-SUIT  DISMISSED

Defendant(s) Present?  YES  NO

Indemnifying bond of \$ .....  secured  unsecured required for lost instrument (Va. Code § 8.01-32)

7/14/10

DATE

JUDGE



ORIGINAL

RETURN DATE 7/14/10

CASE NO. V10205

HEARING DATE AND TIME 7/14/10 @ 9:30AM

Childs Keisha L

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

4339 4th ST SE #8

Wash DC 20032

Cars International

v.

6024 South Washington

DEBENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

Falls Church VA 22040

703 531-1060

Served Omar Awan

**WARRANT IN DEBT -**

**SMALL CLAIMS DIVISION**

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TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. By law, this case must be tried on the return date above unless all parties agree upon a different date for trial. Other contingencies shall be granted by the court only for good cause shown.

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Grounds of Defense

ORDERED

DUE

JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

DISABILITY ACCOMMODATIONS for loss of hearing, vision, mobility, etc., contact the court ahead of time.

06/25/10 TIME: 11:02  
100000004149  
DATE CASE PARTS



**Transfer to Another Locality:** If the Defendant believes that Plaintiff(s) should have filed this suit in a different city or county, you may file a written request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the top right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If mailed to the court, you will be notified of the judge's decision.

**REMOVAL TO GENERAL DISTRICT COURT**

I, the undersigned defendant, am exercising my right to remove this case to the general district court of this jurisdiction by signing and giving this notice to this court before the case is decided.

DATE .....

DEFENDANT  ATTORNEY FOR DEFENDANT

oral  written notice of removal has been received this day in this small claims division.

DATE .....

CLERK  JUDGE

NAME .....	
ADDRESS .....	
<input type="checkbox"/> PERSONAL SERVICE	Tel. No. ....
<input type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner:	
<input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purpose. List name, age of recipient, and relation of recipient to party named above.	
<input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
<input type="checkbox"/> Served on Secretary of the Commonwealth	
<input type="checkbox"/> Served on Clerk of the State Corporation Commission.	
<input type="checkbox"/> NOT FOUND	SERVING OFFICER .....
DATE .....	for .....

NAME <i>CARS International</i>	
ADDRESS <i>624 S. Washington ST Falls Church, VA, 22046</i>	
<input checked="" type="checkbox"/> PERSONAL SERVICE	Tel. No. ....
<input type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner:	
<input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purpose. List name, age of recipient, and relation of recipient to party named above.	
<i>x Dana McCreary</i>	
<i>Ben Mgr</i>	
<input type="checkbox"/> Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	
<input type="checkbox"/> Served on Secretary of the Commonwealth	
<input type="checkbox"/> Served on Clerk of the State Corporation Commission.	
<input type="checkbox"/> NOT FOUND	SERVING OFFICER <i>CT A230RE</i>
DATE <i>06/28/10</i>	for <b>SHERIFF S. STEPHEN BITLE</b>
<i>11:35 Pm</i>	<b>FALLS CHURCH, VA.</b>
	<b>703 248-5771</b>

I certify that I mailed a copy of this document to the defendants named therein at the address shown therein on

DATE .....

Plaintiff  
 Plaintiff's Employee



Falls Church General District Court

CITY OR COUNTY: Falls Church, VA 22046

STREET ADDRESS OF COURT: 300 Park Avenue

TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below:  
TO THE DEFENDANT(S): You are commanded to appear before this Court on

11/10/10 at 11:00 AM

RETURN DATE AND TIME

to answer this civil claim.

DATE ISSUED

CLERK DEPUTY CLERK MAGISTRATE

CLAIM AND AFFIDAVIT: That Defendant(s) unlawfully detains and withholds from Plaintiff(s):  
624 S. Washington Street, Falls Church, VA 22046

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

and that the Defendant should be removed from possession based on the following:

[x] unpaid rent [ ] and/or tenancy terminated (see attached)  
and further that rent is due and owing and damages have been incurred as follows:

\$ 14,444.99 rent due for 1/1/10-9/16/10 and interest 3% month from 9/16/10  
RENT PERIOD RATE(S) AND BEGINNING DATE(S)

and \$ 975.00 late fee and \$ damages for civil recovery and \$ attorney's fees.  
and \$ 54.00 costs and \$

[ ] This summons is filed to terminate a tenancy pursuant to the Virginia Residential Landlord and Tenant Act, § 55-248.2 et seq. of the Code of Virginia.

All required notices have been given.

[ ] PLAINTIFF(S) [x] PLAINTIFF'S ATTORNEY [ ] PLAINTIFF'S AGENT

Subscribed and sworn to before me this 12 day of October, 2010.

My commission expires: [ ] CLERK [x] DEPUTY CLERK [ ] MAGISTRATE [ ] NOTARY PUBLIC  
NOTARY REGISTRATION NO: [ ] City [ ] County of

CASE DISPOSITION

[ ] JUDGMENT that Plaintiff(s) recover against [ ] named DEFENDANT(S).  
[ ] possession of the premises described above pursuant to § 8.01-128.  
[ ] A hearing shall be held on DATE AND TIME to establish final rent and damages.

[ ] Immediate writ of possession authorized pursuant to Virginia Code

[ ] § 8.01-129 based upon a judgment of default for [ ] a trustee's deed following foreclosure

[ ] the nonpayment of rent [ ] immediate non-remediable termination.

[ ] § 55-243 or § 55-248.34:1.  
DEFENDANT(S) PRESENT? [ ] YES [ ] NO

[ ] Rent, in the sum of \$ with interest JUDGE  
and \$ late fee and \$ damages and RATE(S) AND BEGINNING DATE(S)

\$ costs and \$ civil recovery and \$ attorney's fees.  
HOMESTEAD EXEMPTION WAIVED? [ ] YES [ ] NO [ ] CANNOT BE DEMANDED

[ ] JUDGMENT FOR [ ] NAMED DEFENDANT(S) [ ]  
[ ] NON-SUIT [ ] DISMISSED DEFENDANT(S) PRESENT? [ ] YES [ ] NO

CASE NO. V10-375

BROADWAY IRA LLC

PLAINTIFF(S) NAME(S) (LAST, FIRST, MIDDLE)  
10916 Barn Wood Lane

Potomac, MD 20854

v.

DEFENDANT(S) NAME(S) (LAST, FIRST, MIDDLE)  
CARIS INTERNATIONAL A, LLC

7110 Falcon St., Annandale, VA 22003  
TELEPHONE NUMBER

TELEPHONE NUMBER

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the reverse about requesting a change of trial location and your right to prevent this unlawful detainer action through payment of amounts owed.

[ ] To dispute this case, you must appear on the return date to try this case

[ ] To dispute this case, you must appear on the return date for the judge to set another date for trial.

If you fail to appear and a default judgment is entered against you, a writ of possession may be issued immediately for possession of the premises.

Bill of Particulars ordered DUE DATE

Grounds of Defense ordered DUE DATE

ATTORNEY FOR PLAINTIFF(S)  
Frank Sofocleous, VSB # 17105

706 S. Washington St., Falls Church, VA 22046  
703 237-6333tel, 703 237-6335 fax

ATTORNEY FOR DEFENDANT(S)  
TELEPHONE NUMBER

TELEPHONE NUMBER

DISABILITY ACCOMMODATIONS for loss of vision, hearing, mobility, etc. Contact the court ahead of time.

11-10-10

11:00AM

1/8/11

[ ] Redemption tender presented; continued to:

HEARING DATE AND TIME

FOR VA RESIDENTIAL LANDLORD AND TENANT ACT ONLY:

[ ] Defendant must pay:

\$ RENT OWED

into the court to be held in escrow by

DATE

and any rents coming due prior to the next hearing date must also be paid into the court.

JUDGE'S INITIALS

MONEY JUDGMENT PAID OR SATISFIED PURSUANT TO ATTACHED NOTICE OF SATISFACTION

DATE

CLERK

BROADWAY IRA LLC v CARS INTERNATIONAL A LLC

1. Defendant, Cars International A LLC, terminated its tenancy on 9/16/2010 by virtue of transferring its leasehold interest per an Assignment and Modification of Lease Agreement effective September 16, 2010.

2. In the alternative, Defendant, Cars International A LLC has defaulted under its lease for the premises including but not limited to the following:

A. failure to pay \$2,000.00 representing the balance owed for base rent for the month of August, 2010.

B. failure to pay \$600.00 late fee for August base rent of \$12,000.00.

C. failure to pay returned check fee of \$375, representing at least 5 dishonored checks.

D. failure to pay real estate taxes of \$12,449.99 for the period 1/1/2010 to 9/16/2010.

E. failure to pay security deposit of \$30,000.00





5. Venue is proper pursuant to Md. Code Ann. Cts. & Jud. Proceedings §6-201 as events made the basis of this suit occurred in Montgomery County, Maryland.

#### **Facts**

6. In late December 2009, from his home in Montgomery County, Maryland, Plaintiff searched the internet for a used vehicle.
7. On the Cars International website which is accessible in the state of Maryland, Plaintiff located the type of vehicle he was looking for that was within his price range.
8. Through the Cars International website, which was accessible in the state of Maryland, he Plaintiff was able to complete a pre-application for financing. In this pre-application, Plaintiff listed his Maryland address.
9. Plaintiff was pre-approved for financing. Defendant when it approved the financing was aware that Plaintiff was located in Maryland.
10. On or about January 2, 2010, Plaintiff went to Defendant's location in Falls Church, VA to purchase a used vehicle.
11. Plaintiff chose a 2000 BMW 328i for purchase. He was aware the vehicle was used and had high mileage indicated on the odometer.
12. Plaintiff was not told about several major mechanical issues with the vehicle.
13. Agents and/or employees of Defendant deliberately withheld information about the major mechanical issues in an effort to induce Plaintiff to purchase the vehicle.
14. Agents and/or employees of Defendant specifically assured Plaintiff that the vehicle was in fine mechanical condition and would pass Maryland inspection.
15. Agents and/or employees of Defendant only indicated that as a used vehicle there may be difficulties with such a vehicle.



16. Agents or employees of Defendant did not specifically mention that there were problems with the vehicle, including the battery needed immediate replacement, the radiator, the water pump and the brakes needed immediate repair and various fluids in including the power steering needed to be filled.
17. Based on the assurances from Defendant's agents and/or employees, Plaintiff completed the paperwork to purchase the vehicle. He paid a down payment of \$2,800.00 and contracted to make \$236.42 per month payments.
18. At the time of sale, Plaintiff was given a limited warranty that covered the "drive train" of the vehicle.
19. On or about January 3, 2010, Plaintiff attempted to start his vehicle. It would not start as the battery was dead.
20. Plaintiff returned the vehicle to Defendant. Rather than replacing the battery, Defendant merely informed Plaintiff that he should keep the vehicle running and not use the lights or radio.
21. When Plaintiff attempted to have the vehicle inspected in Maryland on February 20, 2010, it failed the inspection.
22. Plaintiff repeatedly contacted Defendant about the various mechanical issues.
23. Defendant repeatedly assured him the issues would be fixed. Defendant never repaired the vehicle.
24. Defendant also offered to pay half the cost of fixing the vehicle, but never did so.  
  
Plaintiff was forced to pay out of his own pocket, despite the limited warranty, in order to keep the vehicle running.

25. Due to the unexpected repair expenses, Plaintiff could only make partial payments on the vehicle. These payments were accepted by the finance company and not returned to Plaintiff as unacceptable.
26. Instead of keeping its promises to Plaintiff to repair the vehicle, Defendant contacted a repossession company to return possession of the vehicle to Defendant.
27. Plaintiff contacted Defendant on or about March 11, 2010 to resolve the issues and avoid repossession.
28. Defendant informed Plaintiff he should bring the vehicle back to Defendant and a new financing deal would be worked out.
29. On or about Saturday, March 13, 2010, Plaintiff returned the vehicle to Defendant in Falls Church, in the belief a new financing deal would be completed.
30. Plaintiff arrived at around 2 p.m. From that time until 7 p.m., he was informed that a new financing deal was imminent.
31. At 7 p.m., Plaintiff was informed that there would be no new financing deal and he was free to leave.
32. Plaintiff proceeded to leave by going to his vehicle, only to discover that it was blocked in by police cars. Plaintiff was informed that the car was no longer his, the Defendant had taken back possession. Plaintiff was not even allowed to retrieve his personal belongings from his vehicle. Plaintiff had no way home from the dealership.
33. After further discussion under these conditions, Plaintiff was finally offered new financing. The final purchase price of the vehicle was \$1,515.88 higher than the previous deal.



34. Plaintiff was forced to sign a promissory note for \$1,450.00, which represented the difference in commission that Defendant would have received between the first and second financing deals.
35. Plaintiff has made all payments due under the new financing agreement.
36. Plaintiff has refused to pay the promissory note due to the circumstances under which it was signed.
37. Despite being current on payments, Defendant has reported the vehicle as stolen to law enforcement.
38. Defendant is aware of the falsity of this report to law enforcement.
39. Defendant has refused to complete the paperwork to allow the vehicle to be properly registered.
40. Plaintiff has paid over \$1,514.84 in order to attempt to have the vehicle pass Maryland inspection.
41. Plaintiff has been stopped numerous times by Montgomery County Sheriff's officers due to the false report that his vehicle is stolen.
42. Due to the false reports, Plaintiff has been unable to drive his vehicle, which deprives him of the benefit of his purchase.

**Count I – Breach of Contract**

43. Plaintiff incorporates paragraphs 1 to 42 herein by reference.
44. On or about January 2, 2010, Plaintiff entered into a contract with Defendant to purchase a 2000 BMW 328i.
45. Plaintiff performed all his duties under this contract.

46. Defendant breached the contract by falsely attempting to have the vehicle returned to the possession of Defendant.
47. On or about March 13, 2010, Plaintiff entered into a second contract with Defendant regarding the financing of the 2000 BMW 328i.
48. Plaintiff performed all his proper duties under this contract.
49. Defendant breached this contract by falsely reporting the vehicle was stolen to law enforcement, including the Montgomery County Sheriff.
50. As a result of Defendant's breaches, Plaintiff has been deprived of the vehicle for which he contracted.
51. Plaintiff's deprivation of the vehicle has resulted in damages to Plaintiff.

#### **Count II – Unjust Enrichment**

52. Plaintiff incorporates paragraphs 1 to 42 herein by reference.
53. Plaintiff paid \$2800.00 as a down payment on the vehicle at the time of the purchase.
54. Since February 2010, Plaintiff has paid \$945.68 in monthly payments on the installment contract for the purchase of the vehicle.
55. Defendant has accepted both the down payment and the monthly installment payments.
56. Defendant has falsely attempted to return possession of the vehicle to Defendant and falsely reported the vehicle as stolen.
57. Defendant has not returned any of the monies paid by Plaintiff.
58. Plaintiff has been deprived of the use of the vehicle which he purchased from Defendant.
59. As a result of this deprivation, Defendant has been unjustly enriched in the amount of \$3,745.68.



### **Count III – Breach of Warranty of Merchantability**

60. Plaintiff incorporates paragraphs 1 to 42 herein by reference.
61. On or about January 2, 2010, Defendant warranted to Plaintiff that the vehicle was in fine mechanical condition.
62. Defendant also warranted to Plaintiff that the vehicle would pass Maryland inspection for motor vehicles.
63. Plaintiff relied on this statement when deciding to purchase the vehicle.
64. In fact, the vehicle was not in fine mechanical condition. The vehicle could not even be started due to a non-working battery.
65. There were other mechanical issues with the vehicle, rendering it unfit for the purpose for which it was intended without extensive repairs.
66. The vehicle did not pass Maryland inspection for motor vehicles.
67. Defendant knew or should have known at the time of the sale that the vehicle was unfit for the purpose for which it was intended.
68. Despite this knowledge, Defendant sold the vehicle to Plaintiff.
69. Plaintiff relied on this warranty that the vehicle was fit for its intended when deciding to purchase.
70. Defendant breached the warranty of merchantability when it sold Plaintiff a vehicle that was unfit for its intended purpose.
71. Plaintiff was damaged by this breach by owning a vehicle that is unfit for its intended purpose.

### **Count IV – Defamation**

72. Plaintiff incorporates paragraphs 1 to 42 herein by reference.

73. Sometime in late March, Defendant told persons unknown, but more than one person that the 2000 BMW 328i purchased by Plaintiff was stolen.
74. Defendant had knowledge at the time of the making of the statement of its falsity.
75. Defendant's sole purpose in making this false statement was to harass, embarrass and defame Plaintiff.
76. Defendant's intention in harassing, embarrassing and defaming Plaintiff was to induce Plaintiff to either surrender the vehicle which he had properly entered into a contract to purchase or pay the Promissory Note which was induced by duress.
77. At least one group of people told this false and malicious statement was the office of the Montgomery County Sheriff.
78. Due to this statement, Plaintiff was stopped numerous times by the members of the Montgomery County Sheriff who believed the vehicle was stolen.
79. Plaintiff suffered embarrassment and fear during these vehicles stops at being falsely accused of stealing a vehicle for which he had legally and properly contracted to purchase.
80. As a result of these numerous stops, Plaintiff was forced to cease driving his vehicle rather than risk being falsely arrested.
81. Plaintiff was damaged by the false and malicious statements in that he suffered fear, embarrassment and the loss of the use of the vehicle.

#### **Prayer**

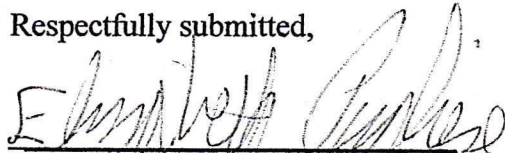
WHEREFORE PREMISES CONSIDERED, Plaintiff Brian Jenkins respectfully request this Court grant the following:

- a. Judgment in favor of Plaintiff and against Defendant Cars International, LLC.;



- b. Damages for Breach of Contract in the amount of \$4,150.00;
- c. Damages for Unjust Enrichment in the amount of \$4,150.00;
- d. Damages for Breach of the Warranty of Merchantability in the amount of \$5,260.52;
- e. Damages for defamation in the amount of \$5,000.00;
- f. Punitive damages in an amount of treble actual damages;
- g. Attorneys' fees;
- h. Cost of suit;
- i. An Order directing Defendant Cars International, LLC process the proper paperwork to allow the vehicle to be registered in Maryland; and
- j. For such other and further relief to which Plaintiff may be entitled at law or in equity.

Respectfully submitted,



Elizabeth Pugliese, Esq.  
District Court No. 10096  
1001 Spring St. #812  
Silver Spring, MD 20910  
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