

**IN THE COUNTY COURT OF THE 11<sup>TH</sup> JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

H & H AUTOHAUS, INC.,

Plaintiff,  
vs.

General Jurisdiction

KEVIN BURNS,

Defendant.

**COMPLAINT**

PLAINTIFF, H&H Autohaus, Inc. by and through their undersigned counsel files their Complaint and sues DEFENDANT, KEVIN BURNS and states:

1. The court has subject matter jurisdiction over this cause as the matter in controversy does not exceed \$15,000.00 and is for **\$5,286.14 plus attorney's fees and costs.**
2. Venue is proper in Miami-Dade County, Florida.
3. Plaintiff's place of business is in Miami-Dade County.
4. Defendant is a resident of Miami-Dade County.

**COUNT I-BREACH OF CONTRACT LOAN**

Plaintiff incorporates paragraphs 1-4 as fully set forth and further states:

5. On or about April 26, 2014 Plaintiff and Defendant entered into an oral agreement to loan money.
6. The Plaintiff agreed to lend to the Defendant \$4,000.00 (see copy of check Ex. "A").
7. The Defendant agreed to re-pay the \$4,000.00 to Plaintiff within 30 days of receipt of the loan from Plaintiff.
8. On April 24, 2014 Plaintiff loaned Defendant \$4,000.00, see Ex."A".
9. The Defendant never re-paid the loan under the agreement and has refused to pay after

several requests by Plaintiff for repayment.

10. Defendant owes plaintiff \$4,000.00 under the terms of the loan agreement.
11. Plaintiff is obligated to Plaintiff's attorney a reasonable fee for the attorney's services.

WHEREFORE, Plaintiff demands judgment for breach of contract, damages against Defendant for cost of suit and attorney fees.

### **COUNT II- MISREPRESENTATION**

Plaintiff incorporates paragraphs 1-4 as fully set forth and further states:

12. On or about April 26, 2014 Defendant represented to Plaintiff that the \$4000.00 loan would be re-paid to Plaintiff within 30 days of receipt of said loan.
13. Defendant orally agreed to receive the \$4,000.00 loan from the Plaintiff and to re-pay the Plaintiff \$4,000.00 promptly on the 30<sup>th</sup> day.
14. Defendants statements described above to Plaintiff were false.
15. The facts were that the Defendant knew that once he received the \$4,000.00 loan from Plaintiff, and thereafter when the Plaintiff sought repayment of said loan he would withhold and refuse to repay the loan amount.
16. Defendant's misrepresentation was material in that it induced Plaintiff to loan \$4,000.00 to Defendant in accord with their agreement with the belief the Plaintiff would be repaid in thirty days.
17. Defendant made the statement(s), described above, either knowing it to be false, or with a reckless disregard as to whether it (they) was (were) true or false.
18. Defendant made the statement(s), described above, with the intention that Plaintiff would rely on it (them) to Plaintiff's detriment.
19. In reliance on Defendant's statements, described above, Plaintiff performed its duties

under the oral contract and paid all consideration associated with the performance of the oral contract.

20. Plaintiff's reliance on Defendant's statements, described above, was reasonable and justified under the circumstances.
21. Specifically, Defendant is an acquaintance of Plaintiff and Plaintiff has performed mechanical repairs for the Defendant on previous occasions and was compensated in the past for those services.
22. On or about May 26, 2014 as a direct and proximate result of Defendant's false statement(s), described above, Defendant retained the \$4,000.00 due to Plaintiff from the oral agreement between the parties.

WHEREFORE, Plaintiff requests judgment against Defendant for damages in a sum within the jurisdictional limits of this court, together with costs of suit, and such further relief as the court deems proper.

### **COUNT III BREACH OF CONTRACT-AUTO REPAIRS**

Plaintiff incorporates paragraphs 1-4 as fully set forth and further states:

23. This is an action for breach of contract for auto repairs.
24. Plaintiff was retained by Defendant to make repairs to his automobile on or about April 2014.
25. Plaintiff made repairs to Defendants automobile as shown in attached invoice Ex. "B".
26. Defendant made promises and has continued to make promises to pay the repair invoice.
27. To date the Defendant has not paid the invoice amount of \$1,286.14.

WHEREFORE, plaintiff requests judgment against the defendant for breach of contract, damages, together with attorney fees and costs of suit.



/s/ Robert W. Holland  
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