

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

PALEOS & KRIEGER, P.C.)
1250 CONNECTICUT AVE., NW)
Suite 200)
Washington, DC 20036)

Plaintiff,)

v.)

Civil Action No: _____

PORCHE CARS NORTH AMERICA)
980 HAMMOND DRIVE)
SUITE 1000)
ATLANTA, GA 30328)

PLAINTIFF DEMANDS TRIAL BY JURY

and)

AMERIPRISE HOME and AUTO)
INSURANCE)
3500 PACKERLAND DRIVE)
DE PERE, WI 54115)

Defendants.)

COMPLAINT

NOW COME Plaintiff, Paleos & Krieger, P.C., by and through undersigned counsel, and for their Complaint against Defendants Porche Cars North America and Ameriprise Auto and Home Insurance, and avers as follows.

JURISDICTION

1. Jurisdiction is founded upon diversity jurisdiction, 28 U.S.C. § 1332.
2. Plaintiff is a professional corporation registered in the District of Columbia with its principal place of business therein.
3. Defendant Porche Cars North America is a Georgia Corporation with its principal

place of business in Atlanta, Georgia.

4. Defendant Ameriprise Auto & Home Insurance is a Wisconsin corporation with its principal place of business in De Pere Wisconsin.
5. Defendants' complained of acts and omissions occurred in their respective states of domicile.

FACTS

6. In December 2003, Plaintiff purchased a new "Porche Cayanne S" from an authorized Porche Dealer. Said vehicle was warranted to be free from defect for a period of three years. Plaintiff insured said vehicle for full coverage by Defendant Ameriprise.
7. On March 5, 2005, while said vehicle remained under warranty and insurance coverage, it spontaneously caught fire with the engine and all other systems off while parked locked in an unattended in a public parking area, resulting in total loss of the vehicle and its contents.
8. Plaintiff immediately notified Defendant Ameriprise who arranged to have the vehicle removed from the public parking area and took custody of it.
9. Plaintiff was subsequently informed that Defendant Ameriprise planned to seek contribution and indemnification from Defendant Porche Cars North America under its claim number 601891P104. Plaintiff was advised that at least one forensic examination of the vehicle was performed jointly by Defendants to determine the cause of the fire. Said examination(s) apparently were inconclusive.
10. Upon information and belief Plaintiff avers that Defendant Ameriprise retains

custody of the vehicle.

11. To date Plaintiff has received no indemnification payment nor offer thereof from either Defendant.

COUNT I

BREACH OF CONTRACT

12. Plaintiff repeats each and every allegation contained in paragraphs 1-11 above, as if fully set forth herein.
13. Defendant Porche Cars North America has breached its sales contract to Plaintiff by failing to provide a vehicle free of defect for three years, resulting in property loss to Plaintiff.

COUNT II

BREACH OF WARRANTY

14. Plaintiff repeats each and every allegation contained in paragraphs 1-11 above, as if fully set forth herein.
15. Defendant Porche Cars North America has breached its warranty to Plaintiff to repair or replace at no cost to Plaintiff any defective components of said vehicle.

COUNT III

NEGLIGENCE

16. Plaintiff repeats each and every allegation contained in paragraphs 1-11 above, as if fully set forth herein.
17. Defendant Porche Cars North America negligently provided Plaintiff with a vehicle suffering from defect in design, manufacture or otherwise, resulting in

property loss to Plaintiff.

COUNT IV

BREACH OF CONTRACT OF INSURANCE

18. Plaintiff repeats each and every allegation contained in paragraphs 1-11 above, as if fully set forth herein.
19. Defendant Ameriprise has breached its contract of insurance with Plaintiff by failing to provide indemnification for loss of the subject vehicle and its contents.

WHEREFORE, as a direct and proximate result of Defendants' above avered acts and omissions, Plaintiff has suffered a loss exceeding \$75,000.00, and prays this Honorable Court grant it the following relief:

- a. an award of monetary damages to compensate Plaintiff for its loss;
- b. an award of interest based upon the award of monetary damages;
- b. an award of costs of litigation, including attorneys fees; and,
- c. whatever further, different or additional relief as this Court should deem just and proper.

Respectfully submitted,

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