

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

JAMES E. FINGER,

Plaintiff,

V.

Case No.:

AUTOMOBILI LAMBORGHINI AMERICA, LLC,

Defendant.

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**COMPLAINT FOR DAMAGES, BREACH OF WARRANTIES,  
REVOCATION OF ACCEPTANCE, AND DEMAND FOR JURY TRIAL**

**COMES NOW** the Petitioner, JAMES E. FINGER, (hereinafter "Plaintiff"), by and through the undersigned counsel and hereby files his complaint against AUTOMOBILI LAMBORGHINI AMERICA, LLC, (hereinafter "Defendant"), and alleges and affirmatively states as follows:

**GENERAL ALLEGATIONS**

1. This is an action for damages, equitable relief, and statutory relief arising under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., and Florida Uniform Commercial Code, Chapter 672, Florida Statutes.
2. This Court has jurisdiction because the amount in controversy exceeds \$250,000.00 exclusive of interest, costs, and attorneys' fees.
3. Venue is proper in Palm Beach County, Florida, pursuant to Fla. Stat. §§ 47.011 and 47.051, because Defendant conducts substantial and continuous business in Palm Beach County, Florida, maintains agents and authorized dealerships within Palm Beach County, and is subject to suit in Palm Beach County.

**CONWAY, AIA**  
250 S. Australian Avenue, Suite 1302  
West Palm Beach, Florida 33401

4. Plaintiff is a natural person and resident of the State of Florida and is a consumer within the meaning of 15 U.S.C. § 2301(3).

5. The Subject Vehicle is a consumer product within the meaning of 15 U.S.C. § 2301(1).

6. Defendant is a warrantor, distributor, manufacturer's authorized representative, and also administers warranty repairs within Florida.

7. A true and correct copy of the Warranty Summary is attached hereto as Exhibit "A." Plaintiff received the Warranty Summary but was not provided the complete written warranty at the time of purchase or delivery. The full written warranty is in the possession, custody, and control of Defendant, which issued and administers the warranty. Defendant knows the full terms of its warranty and can produce the full warranty if necessary. Plaintiff therefore attaches the Warranty Summary and will supplement this Complaint with the full warranty upon production by Defendant. Pursuant to Fla. R. Civ. P. 1.130(a), the complete written warranty constitutes an instrument upon which this action is brought.

8. On March 5, 2024, Plaintiff purchased and took delivery of a 2022 Lamborghini Huracan EVO ("Subject Vehicle") for personal, family, or household purposes.

9. The Subject Vehicle was covered by Defendant's written warranties at all relevant times.

10. The written warranties constitute written warranties under 15 U.S.C. § 2301(6).

11. The Subject Vehicle contained defects, including but not limited to backup camera failure and related electronic system defects.

12. Plaintiff delivered the Subject Vehicle to Defendant's authorized repair facilities on multiple occasions.

13. Defendant was provided reasonable opportunity to cure the defects.

14. Defendant failed to conform the Subject Vehicle to the warranties after a reasonable number of attempts.

15. Plaintiff placed Defendant on notice of the defects and its failure to repair.

16. The defects substantially impair the use, value, and safety of the Subject Vehicle.

17. The Subject Vehicle remains defective.

18. Plaintiff has complied with all conditions precedent to the filing of this lawsuit, including providing Defendant with notice of the defects and a reasonable opportunity to cure, or such conditions have been waived or otherwise excused.

### **COUNT I – BREACH OF WRITTEN WARRANTY**

(Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d))

19. Plaintiff re-alleges and incorporates paragraphs 1 through 18 above as if fully set forth herein.

20. Defendant issued written warranties obligating them to repair or correct defects.

21. Defendant breached their written warranties by failing to repair defects.

22. Plaintiff suffered damages as a direct and proximate result.

23. Plaintiff is entitled to recover damages, equitable relief, attorneys' fees, and costs pursuant to 15 U.S.C. § 2310(d)(2).

### **COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

(15 U.S.C. § 2301 et seq.; Fla. Stat. § 672.314)

24. Plaintiff re-alleges and incorporates paragraphs 1 through 18 above as if fully set forth herein.

25. Defendant impliedly warranted that the Subject Vehicle was merchantable and fit for ordinary purposes.

26. The Subject Vehicle was not merchantable due to defects.

27. Defendant's written warranties establish privity or otherwise eliminate any privity requirement under Magnuson-Moss.

28. Alternatively, Defendant is estopped from asserting lack of privity.

29. Plaintiff suffered damages.

30. Plaintiff is entitled to attorneys' fees pursuant to 15 U.S.C. § 2310(d)(2).

**COUNT III – REVOCATION OF ACCEPTANCE**

(Fla. Stat. § 672.608)

31. Plaintiff re-alleges and incorporates paragraphs 1 through 18 above as if fully set forth herein.

32. The defects substantially impair the value of the Subject Vehicle.

33. Plaintiff accepted the vehicle without knowledge of the defects.

34. Plaintiff provided Defendant reasonable opportunity to cure.

35. Defendant failed to cure the defects.

36. Plaintiff is entitled to revoke acceptance.

37. Plaintiff is entitled to damages, refund, attorneys' fees, and costs.

**DAMAGES**

38. Plaintiff is entitled to damages pursuant to Fla. Stat. §§ 672.714 and 672.715.

39. Plaintiff is entitled to incidental and consequential damages.

40. Plaintiff is entitled to attorneys' fees and costs pursuant to 15 U.S.C. § 2310(d)(2).

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff requests judgment against Defendant for:

- A. Compensatory damages;
- B. Revocation of acceptance and refund;
- C. Incidental and consequential damages;
- D. Attorneys' fees and costs;
- E. Pre-judgment and post-judgment interest;

F. Such other relief as this Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands trial by jury.

Respectfully submitted this 2nd day of March, 2026.

*Patrick S. Cousins*

Attorney for Plaintiff  
Florida Bar No.: 845469

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# A THREE-YEAR WARRANTY

**Peace of mind, guaranteed.**

From 0 to 3 years and from 0 to unlimited miles, for a driving experience without limits. Not even the miles on your odometer.

Automobili Lamborghini guarantees you the highest levels of performance, always. This even applies to protection and warranties, allowing you to travel with total peace of mind.

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