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5 IN THE CIRCUIT COURT OF THE STATE OF OREGON
6 FOR THE COUNTY OF MARION

7 ROBERSON MOTORS, INC,

8 Plaintiff,

9 v.

10 COOPER LIGHTING, LLC,

11 Defendant.

Case No: 20CV41913

**COMPLAINT - BREACH OF
CONTRACT; BREACH OF EXPRESS
WARRANTY; BREACH OF THE DUTY
OF GOOD FAITH AND FAIR DEALING;
UNLAWFUL TRADE PRACTICES**

Demand for Jury Trial; Claim Not Subject to
Mandatory Arbitration

Monetary Claim for \$530,024.30

12
13
14 Plaintiff Roberson Motors, Inc. ("Plaintiff") alleges, at all material times:

15 **VENUE AND JURISDICTION**

16 1.

17 Venue and jurisdiction are appropriate in this Court because the events giving rise to this
18 complaint occurred primarily in Marion County, Oregon.

19 2.

20 Plaintiff is an Oregon domestic business corporation with its principal place of business
21 in Marion County, Oregon.

22 3.

23 Defendant Cooper Lighting, LLC d/b/a Cooper Lighting Solutions ("Defendant") is a
24 Delaware limited liability company with its principal place of business at 1121 Highway 74 S,
25 Peachtree City, Georgia 30269. At all material times, Defendant was doing business in Marion
26 County, Oregon.

1 4.

2 Plaintiff requests a jury trial in this matter.

3 **FACTUAL ALLEGATIONS**

4 5.

5 On or around April 2016, Plaintiff purchased 60 Gleon Fixtures and an Eaton Lighting
6 Control System from Defendant for approximately \$137,000. Plaintiff also paid approximately
7 \$14,986.30 for the lighting system's installation. In total, Plaintiff paid approximately
8 \$151,986.30 for Defendant's lighting system.

9 6.

10 Plaintiff and Defendant had a valid and enforceable contract that included an express and
11 implied warranty. Plaintiff complied with and performed all terms, conditions, and obligations
12 on its part under the contract.

13 7.

14 Immediately following the lighting system's installation, Plaintiff noticed material defects
15 in the motion sensor feature. Additionally, some of the light fixtures have never turned on while
16 others have never turned off. These material defects undermined Plaintiff's reasons for
17 purchasing the lighting system, which was to reduce its environmental impact, pay less in energy
18 costs, and improve the quality of its car display, all qualitties that Defendant claimed the system
19 would have prior to Plaintiff purchasing the system.

20 8.

21 Plaintiff reported these material defects to Defendant soon after the lighting system's
22 installation. Defendant admitted to Plaintiff that there was a 90% failure rate with the lighting
23 system because it outsourced the controls. Defendant also disclosed that the motion sensors were
24 two updates behind and thus were not compatible with the most recent software.

25 9.

26 Over the next four years, Plaintiff repeatedly attempted to cure these material defects with

1 Defendant. However, Defendant was unwilling to repair the lighting system, replace the lighting
 2 system, or fully reimburse Plaintiff for the lighting system. Further, Defendant purposely
 3 dragged out the process for four years by falsely promising Plaintiff that it would repair or
 4 replace the lighting system. Defendant's false representations prevented Plaintiff from making
 5 reasonable efforts to reduce any continuing damages.

6 10.

7 Plaintiff is now left with no choice but to replace the light fixtures and lighting system,
 8 which is estimated to cost \$108,038. Plaintiff will also need to pay for the replacement's
 9 installation, which is estimated to cost approximately \$20,000. In total, Plaintiff will spend
 10 \$128,038 to replace Defendant's materially defective lighting system.

11 11.

12 As an actual and foreseeable result of Defendant's unlawful acts and omissions, Plaintiff
 13 has sustained economic damages in the form of a defective lighting system, approximately
 14 \$151,986.30, a replacement lighting system, approximately \$128,038, and increased electricity
 15 cost, approximately \$250,000, and is entitled to recover damages in an amount to be proven with
 16 particularity at trial, but which is alleged to be \$530,024.30.

17 **FIRST CLAIM FOR RELIEF**

18 **Breach of Contract**

19 12.

20 Plaintiff re-alleges and incorporates paragraphs 1 through 11 herein by reference.

21 13.

22 Plaintiff and Defendant had a valid contract whereby Defendant agreed to provide a
 23 "high-efficiency" motion sensor lighting system that "provides uniform and energy conscious
 24 illumination to walkways, parking lots, roadways, building areas, and security lighting
 25 applications" in exchange for due consideration.

26 /////

14.

Plaintiff complied with and performed all terms, conditions, and obligations on its part under the contract.

15.

Defendant had the ability to perform all terms, conditions, and obligations on its part under the contract. Defendant breached material terms of the contract by delivering a defective lighting system and by failing to refund, replace, or repair the defects pursuant to express warranties and/or implied warranties of merchantability and fitness for Plaintiff's particular purposes, namely that the lights would be cost efficient, reduce Plaintiff's environmental impact, and improve its car display.

16.

Plaintiff informed Defendant of the material defects shortly after the lighting system was installed and gave Defendant a reasonable opportunity to remedy its breaches, but Defendant has failed to do so.

17.

As a result of Defendant's breach of contract, Plaintiff has sustained economic damages as provided for in paragraph 11.

SECOND CLAIM FOR RELIEF

Breach of Express Warranty

18.

Plaintiff re-alleges and incorporates paragraphs 1 through 17 herein by reference.

19.

Defendant provided an express warranty against latent defects for a period of five (5) years following delivery of its products to Plaintiff. Specifically, Defendant warranted that:

- (a) At the time of delivery, products are in good working order and conform to Defendant's official published specifications; and

1 (b) If a product is provided not to be as warranted, Defendant is obligated, at its
2 option, to replace the product, refund the purchase price of the product, or use
3 reasonable efforts to repair the product.

4 20.

5 Defendant breached its express warranty in one or more of the following ways:

6 (a) Providing products that were not in good working order and did not conform to
7 Defendant's official published specifications at the time of delivery; and

8 (b) Failing to replace, refund, or use reasonable efforts to repair the products.

9 21.

10 Plaintiff notified Defendant of the breach of warranty within five (5) years of delivery of
11 the products.

12 22.

13 As a result of Defendant's breach of express warranty, Plaintiff has sustained economic
14 damages as provided for in paragraph 11.

15 **THIRD CLAIM FOR RELIEF**

16 **Breach of the Duty of Good Faith and Fair Dealing**

17 23.

18 Plaintiff re-alleges and incorporates paragraphs 1 through 22 herein by reference.

19 24.

20 Plaintiff and Defendant had a valid contract whereby Defendant agreed to provide a
21 "high-efficiency" motion sensor lighting system that "provides uniform and energy conscious
22 illumination to walkways, parking lots, roadways, building areas, and security lighting
23 applications" in exchange for due consideration. The parties' contract carried with it an implied
24 duty of good faith and fair dealing.

25 25.

26 Plaintiff complied with and performed all terms, conditions, and obligations on its part

1 under the contract.

2 26.

3 Defendant breached its duty of good faith and fair dealing when it provided a defective
4 lighting system to Plaintiff and refused to repair, replace, or fix the defective system in any
5 reasonable manner. Additionally, Defendant unreasonably delayed the resolution process for
6 four years, which caused Plaintiff to suffer additional economic damages in the form of increased
7 electricity costs and prevented Plaintiff from making reasonable efforts to reduce any continuing
8 damages. Defendant's inability to perform the contract in a workmanlike manner caused
9 Plaintiff to be unable to enjoy the benefits of its contract with Defendant.

10 27.

11 As a result of Defendant's breach of the duty of good faith and fair dealing, Plaintiff has
12 sustained economic damages as provided for in paragraph 11.

13 **FOURTH CLAIM FOR RELIEF**

14 **Violation of the Oregon Unlawful Trade Practices Act**

15 28.

16 Plaintiff re-alleges and incorporates paragraphs 1 through 27 herein by reference.

17 29.

18 Pursuant to ORS 646.607(1)(t), a person engages in an unlawful trade practice when
19 "[c]oncurrent with tender or delivery of any real estate, goods or services fails to disclose any
20 known material defect or material nonconformity."

21 30.

22 When Plaintiff purchased the lighting system, Defendant knew that there was a 90%
23 failure rate and knew that the motion sensors were not compatible with the most recent software.
24 Defendant violated the Unlawful Trade Practices Act by failing to disclose these known material
25 defects or material nonconformities to Plaintiff when they delivered the lighting system.

26 /////

31.

As a result of Defendant's unlawful conduct, Plaintiff requests damages as described in paragraph 11 above, along with reasonable costs and attorney fees pursuant to ORS 646.638 (1) and (3).

WHEREFORE, Plaintiff demands the following for its claim for relief:

1. Economic damages in an amount to be proven at trial, but which sum is alleged to be \$530,024.30;
2. Reasonable attorney fees pursuant to ORS 646.638 (1) and (3) as specifically set forth above,
3. Costs and disbursements incurred in this matter; and
4. Any other relief this Court deems just and equitable.

DATED this 23rd day of November, 2020

/s/ Amanda L. Reilly

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