

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

[Redacted Name],

Plaintiff, Pro Se

-against-

[Redacted Name]

Index No.: _____

SUMMONS

To the above-named Defendant:

You are hereby summoned to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff at the address set forth below within twenty (20) days after service of this Summons, exclusive of the day of service, or within thirty (30) days after service is complete if this Summons is not personally delivered to you within the State of New York.

In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

The basis of venue designated is the county in which the Plaintiff resides and the county in which the events giving rise to this action occurred.

Dated: April 3, 2026
New York, New York



CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

<p>[REDACTED]</p> <p>Plaintiff, Pro Se</p> <p>-against-</p> <p>[REDACTED]</p> <p>Defendant,</p>

Index No.: _____

COMPLAINT

PRELIMINARY STATEMENT

1. This is an action arising from the sale of a defective pump and Defendant's subsequent failure to provide a fair and reasonable remedy, coupled with coercive and deceptive conduct directed toward Plaintiff.
2. On or about February 6, 2026, Plaintiff purchased a pump from Defendant [REDACTED] [REDACTED] for a total of \$5,277.20. A copy of the purchase receipt is annexed hereto as **Exhibit A**. The pump was delivered to and installed in New York, and functioned for only approximately three weeks before it failed and burned out under normal operating conditions.
3. Rather than providing a reasonable resolution for a product that failed shortly after purchase, Defendant imposed a burdensome warranty process requiring Plaintiff to incur additional out-of-pocket costs, including \$486.00 in shipping expenses, as evidenced by **Exhibit B**. When Plaintiff sought relief through a credit card dispute after Defendant failed to resolve the issue, Defendant escalated the matter by making unfounded accusations of

fraud and threatening legal action, as evidenced by **Exhibit C**. In addition, Plaintiff seeks a full pedigree and inspection of the subject pump to determine whether the unit returned was in fact the same defective pump originally sold or a substituted unit, and seeks either a properly functioning replacement or a full refund. The pump failed abruptly after only approximately three weeks of normal use, burning out without warning, and causing significant hardship to Plaintiff, who is seventy-eight (78) years old and relies on such equipment to prevent water leakage, thereby forcing him to urgently procure a replacement pump under stressful and burdensome circumstances. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered emotional distress, mental anguish, anxiety, and substantial inconvenience, particularly in light of his age and the urgent nature of the situation.

4. This action is not merely a private contract dispute. Upon information and belief, Defendant's conduct reflects a broader pattern of behavior affecting consumers, including the sale of defective equipment, the imposition of one-sided warranty conditions, and the use of intimidation tactics in response to customer complaints.
5. Defendant's conduct constitutes, inter alia, breach of warranty, breach of contract, unjust enrichment, and deceptive acts and practices under New York General Business Law § 349, warranting compensatory and punitive relief.

PARTIES

6. Plaintiff [REDACTED] is an individual residing at [REDACTED], **New York, New York 10038.**
7. Upon information and belief, Defendant [REDACTED] is a business engaged in the sale, distribution, and shipment of pumps and related equipment throughout the

United States, with its principal place of business located at [REDACTED]

[REDACTED] 6.

JURISDICTION AND VENUE

8. This Court has jurisdiction over this action pursuant to the New York City Civil Court Act, including CCA §§ 201 and 202, and personal jurisdiction over Defendant pursuant to CPLR §§ 301 and 302(a)(1).
9. Defendant transacts business within the State of New York by engaging in interstate commerce and purposefully directing its commercial activities toward New York residents, including the marketing, sale, and shipment of goods into New York.
10. The transaction at issue arises directly from Defendant's New York-directed activities, including:
 - a. accepting Plaintiff's order originating from New York;
 - b. shipping the subject product into New York;
 - c. intending and expecting that the product would be installed and used within New York.
11. Defendant has purposefully availed itself of the privilege of conducting business in New York and has derived revenue from interstate commerce involving New York customers.
12. The exercise of jurisdiction over Defendant comports with **traditional notions of fair play and substantial justice**.
13. Venue is proper pursuant to **CPLR § 503(a)** because Plaintiff resides in New York and the events giving rise to this action occurred within New York.

FACTUAL ALLEGATIONS

14. On or about **February 6, 2026**, Plaintiff purchased a pump from Defendant under Order No. 3033, for a total price of **\$5,277.20**, inclusive of shipping, as evidenced by Exhibit A.
15. The pump was delivered to Plaintiff in New York on or about **February 12, 2026**, and installed on or about **February 13, 2026**.
16. The pump functioned for approximately **three (3) weeks**, after which it **failed and burned out**, rendering it unusable.
17. The pump was used under normal and intended conditions.
18. Plaintiff promptly notified Defendant and sought a reasonable resolution.
19. After the malfunction of the pump, Plaintiff contacted Defendant by telephone, during which Defendant admitted responsibility for the failure of the pump. Despite such admission, Defendant offered only a partial refund of \$1,400.00, even though Plaintiff had already paid a total of \$5,277.20, inclusive of shipping costs, for the product.
20. Defendant refused to provide a refund and instead required Plaintiff to proceed through a warranty process that imposed significant financial and logistical burdens.
21. On or about **March 20, 2026**, Plaintiff returned the defective pump, incurring \$486.00 in shipping costs, despite the product having failed shortly after purchase, as evidenced by **Exhibit B**.
22. On or about **March 28, 2026**, Defendant accused Plaintiff of fraud and threatened legal action.
23. Upon information and belief, Defendant's conduct is **not an isolated incident**, but part of a broader pattern affecting multiple consumers.

24. Publicly available consumer reviews, including those published on platforms such as Yelp and similar review forums, reflect recurring complaints regarding Defendant's business practices, as evidenced by **Exhibit D**.
25. Such reviews describe, among other things:
26. poor and unresponsive customer service;
27. refusal to honor or reasonably process warranty claims;
28. shifting costs of defective products onto customers;
29. inadequate or improper repair practices;
30. dissatisfaction with post-sale support.
31. In one such publicly available review, a customer described Defendant's service as misleading and unprofessional, noting that the company appeared cooperative at the point of sale but failed to provide adequate service thereafter, as evidenced by **Exhibit D**.
32. In another publicly available review, a customer reported that Defendant's technicians allegedly lacked appropriate expertise and performed testing in a manner that caused further damage to the equipment, resulting in additional financial loss, as evidenced by **Exhibit D**.
33. Additional reviews similarly indicate that Defendant's conduct toward Plaintiff is consistent with **a recurring pattern of behavior**, rather than an isolated dispute.
34. Upon information and belief, Defendant knowingly engages in these practices as part of its standard business operations.

FIRST CAUSE OF ACTION
(Breach of Implied Warranty of Merchantability – UCC § 2-314)

35. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 33 as if fully set forth herein.

36. Defendant sold a product that was required to be fit for its ordinary purpose.
37. The pump's failure within approximately three weeks demonstrates that it was **not merchantable** and not fit for ordinary use.
38. Defendant breached the implied warranty of merchantability.
39. Plaintiff suffered damages as a result.

**SECOND CAUSE OF ACTION
(Breach of Contract – New York Common Law)**

40. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 38 as if fully set forth herein.
41. A valid contract existed between Plaintiff and Defendant for the sale of a functional pump.
42. Defendant breached the contract by delivering a defective product and failing to provide a reasonable and timely remedy.
43. Plaintiff sustained damages as a result.

**THIRD CAUSE OF ACTION
(Unjust Enrichment – New York Common Law)**

44. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 42 as if fully set forth herein.
45. Defendant has been unjustly enriched at Plaintiff's expense by retaining the benefit of the transaction under inequitable circumstances.
46. Equity and good conscience require restitution.

**FOURTH CAUSE OF ACTION
(Deceptive Acts and Practices – General Business Law § 349)**

47. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 45 as if fully set forth herein.
48. Defendant engaged in deceptive and unfair business practices by:

49. selling a defective product;
50. imposing unreasonable and burdensome warranty conditions;
51. shifting financial responsibility onto Plaintiff despite the defect;
52. making coercive and unfounded accusations of fraud following a legitimate dispute.
53. Defendant's conduct is consumer-oriented and materially misleading.
54. Plaintiff suffered damages as a result.

FIFTH CAUSE OF ACTION (Punitive Damages)

55. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 53 as if fully set forth herein.
56. Defendant has engaged in **consumer-oriented conduct** that is materially misleading and deceptive within the meaning of **New York General Business Law § 349**.
57. Defendant's practices, as described above, affect the public at large and are not limited to a private contractual dispute.
58. Defendant's pattern of:
 59. selling defective or unreliable products;
 60. imposing burdensome and one-sided warranty conditions;
 61. shifting costs to consumers;
 62. and responding to disputes with coercive or threatening conduct
 63. constitutes **deceptive business practices**.
64. These acts have the capacity to mislead reasonable consumers and have, in fact, harmed Plaintiff and others.
65. As a result of Defendant's deceptive acts, Plaintiff has suffered damages.

SIXTH CAUSE OF ACTION

(Elderly Exploitation, Emotional Distress, and Aggravating Conduct Supporting Punitive Damages)

66. Plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 65 as if fully set forth herein.
67. At all relevant times, Plaintiff was seventy-eight (78) years old and qualifies as an elderly individual entitled to heightened protection from deceptive, unfair, and exploitative business practices.
68. Defendant knew or should have known of Plaintiff's age and vulnerable position, particularly in light of Plaintiff's reliance on the subject pump for essential use to prevent water leakage and maintain safe living conditions.
69. Notwithstanding such knowledge, Defendant engaged in conduct that was willful, reckless, and in conscious disregard of Plaintiff's rights, including but not limited to:
- (a) selling a defective pump that failed within weeks;
 - (b) refusing to provide a fair and reasonable remedy;
 - (c) imposing burdensome and costly warranty procedures;
 - (d) offering only a nominal and inadequate partial refund despite admitting responsibility;
 - (e) making unfounded accusations of fraud and threatening legal action.
70. Defendant's conduct caused Plaintiff to suffer emotional distress, mental anguish, anxiety, and substantial inconvenience, particularly given Plaintiff's advanced age and the urgent necessity of the pump for his residence.
71. The foregoing conduct constitutes morally culpable and egregious behavior directed at a vulnerable elderly consumer and warrants the imposition of punitive damages to deter similar misconduct.

72. As a result, Plaintiff is entitled to recover damages, including compensation for emotional distress, and enhanced punitive damages.

DAMAGES

73. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained damages including, but not limited to:

- the full purchase price of \$5,277.20 paid for the defective pump;
- \$486.00 in shipping costs incurred in returning the defective product;
- loss of use of the pump;
- out-of-pocket expenses associated with securing a replacement pump under urgent circumstances;
- time, inconvenience, and administrative burden;
- emotional distress, mental anguish, anxiety, and disruption to Plaintiff's daily living, particularly in light of Plaintiff's advanced age and the essential nature of the equipment;
- additional consequential damages to be determined at trial.
- The total amount sought does not exceed the jurisdictional limits of this Court.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

A. Compensatory damages in an amount to be determined at trial, including but not limited to out-of-pocket expenses, loss of use, replacement costs, and consequential damages;

B. Damages for emotional distress, mental anguish, anxiety, and disruption to Plaintiff's daily living, particularly in light of Plaintiff's advanced age;

C. Statutory damages pursuant to New York General Business Law § 349;

D. Punitive damages in an amount to be determined at trial, but not to exceed \$40,000, sufficient to punish Defendant and deter similar misconduct, including conduct directed toward a vulnerable elderly individual;

E. Costs and disbursements of this action;

F. Pre-judgment and post-judgment interest as permitted by law;

G. Such other and further relief as the Court deems just and proper;

H. Plaintiff reserves the right to allocate any recovery toward charitable purposes at his sole discretion.



VERIFICATION

I, [REDACTED], affirm under penalties of perjury pursuant to CPLR § 2106 that the foregoing Complaint is true to the best of my knowledge, except as to matters stated upon information and belief, and as to those matters, I believe them to be true.

Dated: April 3, 2026, 2026
New York, New York

[REDACTED]

Plaintiff, Pro Se