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Attorneys for Plaintiffs

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF MARICOPA**

PAUL MCKENNA, an individual,

No. **CV2023-094520**

Plaintiffs,

vs.

COMPLAINT

VERITAS GLOBAL PROTECTION
SERVICES, INC., an Arizona corporation,

Defendant.

For his complaint against Defendant Veritas Global Protection Services, Inc., Plaintiff Paul McKenna alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Paul McKenna ("Plaintiff" or "McKenna") is an individual residing in Maricopa County, Arizona.
2. Veritas Global Protection Services Inc. ("Defendant" or "Veritas") is a corporation incorporated and doing business in Arizona.
3. Veritas caused events to occur in Maricopa County, Arizona out of which this lawsuit arises.
4. Jurisdiction and venue are appropriate in this Court.

GENERAL ALLEGATIONS

5. Plaintiff incorporates here the allegations above as if fully stated herein.

6. On or about September 21, 2021, McKenna purchased a 2018 Audi S5 Coupe with VIN: [REDACTED] (the "Vehicle").

7. The same day, McKenna entered into an oral agreement ("Agreement") with Veritas wherein Veritas agreed to pay for any and all repairs of the Vehicle for three consecutive years (the "Repairs") in exchange for \$6,650.

8. The Parties agreed that either Veritas would complete the Repairs themselves or McKenna could elect to hire a third-party to complete the Repairs, and Veritas would reimburse the third-party.

9. In connection with the Agreement, McKenna's son, Beau McKenna, completed and signed the application page of Simplicity Service Contract ("Application") which memorialized some, but not all, material terms of the Agreement.

10. On or about September 21, 2021, McKenna paid Veritas \$6,650 pursuant to the Agreement.

11. In or about January 2022, one of the cylinders of the Vehicle's engine failed.

12. McKenna asked Veritas to repair the Vehicle.

13. Veritas replaced the engine of the Vehicle.

14. Veritas replaced the engine of the Vehicle pursuant to the Agreement.

15. Veritas represented to McKenna that Veritas had replaced the Vehicle's engine with a new engine.

16. Veritas actually replaced the Vehicle's engine with a used engine.

17. In or about July 2023, the same cylinder of the Vehicle's engine failed.

18. McKenna asked a third-party Audi Chandler to repair the Vehicle.

19. Audi Chandler inspected the Vehicle and determined that the Vehicle was experiencing the same issue that Veritas repaired in or about January 2022.

20. On or about July 20, 2023, Audi Chandler submitted a claim to Veritas on McKenna's behalf pursuant to the Agreement (the "Claim").

21. Veritas denied the Claim.

22. The only reason Veritas gave for denying the Claim was that Veritas believed a foreign object made its way into the Vehicle's engine, and that Veritas believed damage resulting from a foreign object was not covered by the Agreement.

23. Audi Chandler informed McKenna that a foreign object could not have caused the damage underlining the Claim.

24. Audi Chandler informed McKenna that because the Vehicle had a brand-new OEM air filter in it, it was impossible, or at least highly improbable, for the damage underlining the Claim to have been caused by a foreign object.

25. Audi Chandler informed McKenna that the engine in the Vehicle was not new as of January 2022.

26. McKenna demanded that Veritas pay the Claim.

27. Veritas refused and continues to refuse to pay the Claim.

28. It would cost McKenna around \$35,421.86 to pay for the repairs underlining the Claim himself.

COUNT ONE
(Breach of Contract)

29. Plaintiff incorporates here the allegations above.

30. The Parties entered into an Agreement wherein Veritas agreed to pay for any and all repairs for the Vehicle until or about September 21, 2024 in exchange for \$6,650.00.

31. McKenna has fulfilled all of his obligations under the Agreement.

32. Pursuant to the Agreement, Veritas is required to accept and pay for the Claim.

33. Veritas breached the Agreement by denying the Claim.

34. As a direct and proximate result of Veritas' material breach of the Agreement, McKenna has suffered damages in an amount to be determined at trial.

35. This matter arises under a contract.

36. Plaintiff is entitled to his attorneys' fees and costs and prejudgment and post-judgment interest as provided by law.

COUNT TWO

(Breach of Covenant of Good Faith and Fair Dealing)

37. Plaintiff incorporates here the allegations above.

38. Veritas owes McKenna a contractual and legal duty of good faith and fair dealing under Arizona law.

39. Veritas materially breached the covenant of good faith and fair dealing when it misrepresented to McKenna that Veritas replaced the Vehicle's engine with a new one in 2022, when Veritas actually replaced the Vehicle's engine with a used engine.

40. Veritas materially breached the covenant of good faith and fair dealing when it refused to pay for the Claim, despite its requirement to do so under the Agreement.

41. Veritas materially breached the covenant of good faith and fair dealing when it asserted an impossible, or at least highly improbable, excuse for denying the Claim.

42. As a direct and proximate result of Defendant's material breach of the covenant of good faith and fair dealing, Plaintiff has suffered in an amount to be proven at trial.

43. This matter arises under a contract.

44. Plaintiff is entitled to his attorneys' fees and costs and prejudgment and post-judgment interest as provided by law.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

A. For an award of compensatory, incidental, and consequential damages;

B. For an award of attorneys' fees and costs pursuant to applicable law;

C. For an award of pre-judgment and post-judgment interest from the earliest time permitted and at the highest rate provided by law;

D. For such other relief as the Court deems just and proper.

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1 RESPECTFULLY SUBMITTED this 18th day of September, 2023.

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3 **DENTON PETERSON DUNN, PLLC**

4 /s/ Hannah K. Durrett

5 Hannah K. Durrett

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8 *Attorney for Plaintiff*