

Cause No. \_\_\_\_\_

\_\_\_\_\_  
Plaintiff  
VS.

\_\_\_\_\_  
Defendants

§ IN THE JUSTICE COURT  
§  
§  
§  
§ JUSTICE COURT, PCT. \_\_\_\_\_  
§  
§  
§ \_\_\_\_\_ COUNTY, TEXAS

PLAINTIFF'S AMENDED SWORN COMPLAINT

1. **COMPLAINT.** \_\_\_\_\_ ("Plaintiff") complains of Defendants, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ ("Defendants").

2. **SERVICE OF CITATION.** Service is requested on the following individual Defendants by personal service:

First Owner: \_\_\_\_\_  
Actual Address: \_\_\_\_\_

Second Owner: \_\_\_\_\_  
Actual Address: \_\_\_\_\_

Service is requested on the following corporate Defendant by certified return receipt requested:

Lienholder: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

3. **CAUSE OF ACTION.** The Defendants requested that Plaintiff make certain automotive repairs on their \_\_\_\_\_ (year) \_\_\_\_\_ (Make/Model) with VIN Number \_\_\_\_\_ "Vehicle". An estimate was prepared of the work necessary, the estimate was presented to Defendant and Defendant, \_\_\_\_\_ approved the repairs to the Vehicle. The repairs were completed in accordance with the invoice number \_\_\_\_\_. Plaintiff contacted Defendant on \_\_\_\_\_, 2016 to advise Defendant that the vehicle was complete and ready for pick up. The Defendant responded by stating that they would pick the vehicle up, however, Defendant failed to pick the vehicle up or pay for the work completed.

Plaintiff retains possession of the vehicle. Plaintiff has a Worker's Lien on the vehicle pursuant to Section 70.001(a)(1) of the Texas Property Code and retains the right to possession of the Vehicle.

*A worker in this state who by labor repairs an article, including a vehicle, motorboat, vessel, or outboard motor,*

*may retain possession of the article until the amount due under the contract for the repairs is paid.*

Plaintiff then sent notice to the Defendant(s) and the lienholder, notifying them of the amount owed on the vehicle, that they had 72 hours to pay for the repairs or the vehicle would be foreclosed upon and sold at auction, in accordance with Section 70.006(a) of the Texas Property Code, which states:

*A holder of a lien under this subchapter on a motor vehicle subject to Chapter 501, Transportation Code .... who retains possession of the motor vehicle .... shall give written notice to the owner and each holder of a lien recorded on the certificate of title.*

In the notice letter, the Defendants were informed that storage fees of \$25.00 per day would be charged until the vehicle was paid for and picked up. Plaintiff is entitled to storage fees from five days prior to the notice being mailed and all the days after the notice was mailed, in accordance with Section 70.001(a)(1) of the Texas Property Code, which states:

*A person is entitled to fees for .... reasonable storage fees for up to five days before the day that the notice is mailed or published, as applicable. After the day that the notice is mailed or published, the person is entitled to reasonable storage, impoundment, and preservation fees until the motor vehicle, motorboat, vessel, or outboard motor is removed and accrued charges are paid.*

*Other important facts:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Under the new Texas vehicle mechanic's lien laws, the Plaintiff is forced to get a judgment from this Court before proceeding with foreclosure and transfer of the Vehicle in a public sale. Furthermore, under Section 70.008 of the Texas Property Code, Plaintiff is entitled to attorney fees in this matter.

4. **REQUEST FOR JUDGMENT.** Plaintiff prays that Defendants be served with citation and that Plaintiff have judgment against Defendants for the following: (A) damages in the amount of \$\_\_\_\_\_ for repairs done to the Vehicle, (B) \$\_\_\_\_\_ in storage fees, (D) damages for attorney's fees totaling \$\_\_\_\_\_; (E) court costs totaling \$\_\_\_\_\_, (F) order the Texas Department of Motor Vehicles to give a title to the Plaintiff to sell at a public auction and (G) post-judgment interest as permitted by law.

Respectfully submitted,

\_\_\_\_\_  
\_\_\_\_\_(Plaintiff)  
Pro Se  
\_\_\_\_\_(Address)  
\_\_\_\_\_(Email)  
\_\_\_\_\_(Phone Number)  
\_\_\_\_\_(Fax Number)

**VERIFICATION**

**STATE OF TEXAS §**  
**COUNTY OF TARRANT §**

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_, who being by me duly sworn on his oath; that he has read Plaintiff's Sworn Complaint and that every statement contained therein is within his knowledge and true and correct.

\_\_\_\_\_  
\_\_\_\_\_(Plaintiff)

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ to certify which witness my hand official seal.

\_\_\_\_\_  
Notary Public in and for the State of Texas

## EXHIBIT LIST

- Exhibit A – Detailed Work Order
- Exhibit B – Notice Letters
- Exhibit C – Affidavit of Plaintiff
- Exhibit D – Photographs
- Exhibit E – Correspondences between parties