

3. On or about September 4, 2003, Counter-Defendant purchased a 1999 Ford Taurus from the Counter-Plaintiff.

4. On or about September 8, 2003, Counter-Defendant requested that the car be towed back to Counter-Plaintiff's dealership.

5. On or about September 8, 2003, Counter-Plaintiff towed the car at its expense back to the dealership, where the car was placed in storage.

6. Counter-Plaintiff has failed to reclaim her car from Counter-Defendant and it remains in storage.

7. Counter-Plaintiff's usual and customary fee for car storage is \$30 per day.

8. The car has been in storage on Counter-Plaintiff's premises since September 8, 2003, and continuing.

9. Car storage fees from September 8, 2003 to June 22, 2005 (654 days), total \$19,620.00.

10. There is an actual controversy between Counter-Plaintiff and Counter-Defendant.

11. Counter-Plaintiff does not own the automobile, and has been forced to maintain the automobile at its premises.

12. Counter-Defendant has refused to re-claim the automobile from Counter-Plaintiff's property.

WHEREFORE, for the reasons set forth above, Counter-Plaintiff, D'ANDREA BUICK, INC., prays this Court enter judgment in its favor on the counterclaim, and enter awards and/or find and declare as follows:

- (a) That Counter-Plaintiff is due judgment in the amount of \$30 per day for storage fees, accruing from June 22, 2005, until the date of