

**In the United States District Court
for the Southern District of California**

WILE E. COYOTE, Plaintiff,)	
)	
vs.)	Civil Action No. 00-0099
)	
ACME PRODUCTS, INC. Defendant.)	
)	

COMPLAINT

1. Plaintiff Wile E. Coyote is a citizen of the State of Utah. Defendant Acme Products, Inc. is a corporation incorporated under the laws of the State of Delaware and has its principal place of business in the State of California. The matter in controversy exceeds, exclusive of interest and costs, the sum of seventy five thousand dollars (\$75,000).

2. By written contract dated August 30, 2000, plaintiff agreed to purchase a "Patented ACME Jet-Propelled Road Runner Attack Aircraft" (hereinafter the "Aircraft") from defendant, who agreed to manufacture the Aircraft in accordance with the contract's specifications. The purchase price of the Aircraft was \$25,000.

3. On Sept. 15, 2000, plaintiff accepted delivery of the Aircraft manufactured by defendant pursuant to the above-mentioned contract; that acceptance was based on defendant's representation that the Aircraft was designed and constructed in accordance with contract specifications and tested by defendant for compliance with those specifications.

4. Defendant so negligently designed, constructed and tested the Aircraft that its steering mechanism failed while the plaintiff operated the Aircraft in pursuit of a roadrunner on Sept. 18, 2000. The Aircraft failed to change course when the plaintiff manipulated the steering mechanism, resulting in the Aircraft crashing into a canyon at the speed of 208 miles per hour. Defendant's negligence was the proximate cause of the crash, plaintiff's loss of the aircraft and all damages incident to the crash.

5. As a direct result of the defendant's negligent design and construction of the Aircraft, plaintiff suffered serious injury to his head, and severe nervous shock. On information and belief, plaintiff alleges that some of the injuries may be permanently disabling.

WHEREFORE, plaintiff requests judgment against the defendant as follows:

1. For medical expenses according to proof;
2. For product liability damages in the amount of \$25,000;
3. For loss of earnings according to proof;
4. For property damages in the amount of \$100,000, in addition to towing charges for the destroyed aircraft in the amount of \$300;
5. For pain and suffering and emotional damages, in an amount to be determined at trial;
6. For punitive damages in an amount not less than one million dollars (\$1,000,000);
7. For costs of suit incurred in this action; and
8. For such other and further relief as the court may deem just and proper.

Daffy Duck
of Rocky & Bullwinkle, P.C.
Attorneys for Plaintiff

Dated: February 21, 2006
Los Angeles, California

FOR A SECOND AFFIRMATIVE DEFENSE, defendant alleges:

6. Plaintiff failed to file his complaint within one year of the alleged crash, and his claim is therefore barred by the applicable Delaware statute of limitations.

FOR A THIRD AFFIRMATIVE DEFENSE, defendant alleges:

6. Plaintiff has failed to allege a sufficient amount in controversy in this matter, thus denying the federal court with jurisdiction in this matter.

FOR A FOURTH AFFIRMATIVE DEFENSE, defendant alleges:

7. Plaintiff is a cartoon character and therefore lacks the capacity to sue in his own name under the laws of California or any other applicable jurisdiction.

WHEREFORE, defendant Acme Products, Inc. demands judgment against the plaintiff dismissing the action on its merits, or that this action be transferred to a more appropriate venue, together with its costs incurred in this action.

Bart Simpson
Attorney for the Defendant
Acme Products, Inc.

Dated: March 21, 2006
Los Angeles, California