

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

DOUGLAS HOLLOWAY and )  
RITA HOLLOWAY, )  
 )  
Plaintiffs, )  
 )  
v. ) Civil Action No. 03-095-SLR  
 )  
MONACO COACH CORPORATION and )  
STOLTZFUS TRAILER SALES, INC., )  
 )  
Defendants. )

**MEMORANDUM ORDER**

**I. INTRODUCTION**

On December 18, 2002, plaintiffs Douglas Holloway and Rita Holloway ("Holloway") filed this action against defendants Monaco Coach Corporation and Stoltzfus Trailer Sales, Inc. ("Monaco") alleging breach of warranty claims and violation of the Delaware Lemon Law. The suit was filed in Delaware Superior Court and removed to this court. Currently before the court is defendants' motion to dismiss. (D.I. 7) For the reasons stated below, defendants' motion to dismiss is denied.

**II. BACKGROUND**

On October 17, 2000, plaintiffs purchased a motor home from defendants. Plaintiffs experienced numerous problems with allegedly defective brakes. Plaintiffs returned the motor home for repairs on four different occasions during the first year of ownership. These repairs lasted 121 days. According to

plaintiffs the motor home is still not repaired and the brakes remain defective.

### **III. STANDARD OF REVIEW**

In analyzing a motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6), the court must accept as true all material allegations of the complaint and it must construe the complaint in favor of the plaintiff. See Trump Hotels & Casino Resorts, Inc. v. Mirage Resorts, Inc., 140 F.3d 478, 483 (3d Cir. 1998). "A complaint should be dismissed only if, after accepting as true all of the facts alleged in the complaint, and drawing all reasonable inferences in the plaintiff's favor, no relief could be granted under any set of facts consistent with the allegations of the complaint." Id. Claims may be dismissed pursuant to a Rule 12(b)(6) motion only if the plaintiff cannot demonstrate any set of facts that would entitle him to relief. See Conley v. Gibson, 355 U.S. 41, 45-46 (1957). The moving party has the burden of persuasion. See Kehr Packages, Inc. v. Fidelcor, Inc., 926 F.2d 1406, 1409 (3d Cir. 1991).

### **IV. DISCUSSION**

Defendants allege that the breach of warranty claims based on the Uniform Commercial Code must be dismissed as the complaint asserts Delaware law. According to the sales contract, any disputes are governed by Pennsylvania law. (D.I. 7, Ex. B at 3) Plaintiffs respond that dismissal is not warranted as both Pennsylvania and Delaware have identical provisions of the

Uniform Commercial Code. Defendants do not dispute this, but argue that the application of the law may be different. The court agrees that Pennsylvania law governs the breach of warranty claims. However, defendants have failed to cite to any application of Pennsylvania law that requires dismissal of plaintiffs' claims. As such, defendants' motion to dismiss the breach of warranty claims is denied.

Defendants also assert that the Delaware Lemon Law cannot be applied to this case and, thus, the claims based on the Delaware Lemon Law must be dismissed. The Delaware Lemon Law applies to "any passenger motor vehicle, except motorcycles, which is leased or bought in Delaware or registered by the Division of Motor Vehicles in the Department of Public Safety except the living facilities of motor homes." 6 Del. C. 5001(5). Defendants do not dispute that the motor home was registered by the Division of Motor Vehicles in the Department of Public Safety in the State of Delaware. Further, plaintiffs allege that the dealer prepared the title application, registration and state tax forms for Delaware. Taking these facts as true, the dealer was aware of and assisted in the registration of the motor home in the State of Delaware. Under the plain language of the statute, the Delaware Lemon Law applies to plaintiffs' motor home. Defendants' motion to dismiss the claims based on the Delaware Lemon Law is denied.

**V. CONCLUSION**

Therefore, at Wilmington this 14th day of May, 2003;

IT IS ORDERED that defendants' motion to dismiss (D.I. 7) is denied.

Sue L. Robinson  
United States District Judge