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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SAN DIEGO – NORTH COUNTY REGIONAL CENTER

10 JAIME GRACIANO, an individual, on  
11 behalf of himself and all others similarly  
12 situated and the general public,

13 Plaintiff,

14 v.

15 CLASSIC CHARIOTS, INC., a California  
corporation; and  
DOES 1 through 75,

16 Defendants.  
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Case No.:

CLASS ACTION

COMPLAINT FOR:

1. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT (INJUNCTIVE RELIEF ONLY);
  2. VIOLATION OF AUTOMOBILE SALES FINANCE ACT;
  3. INTENTIONAL MISREPRESENTATION;
  4. NEGLIGENT MISREPRESENTATION;
  5. BREACH OF IMPLIED WARRANTY;
  6. VIOLATION OF CIVIL CODE SECTION 1632;
  7. UNFAIR COMPETITION (BUS. & PROF. CODE SECTION 17200);
  8. VIOLATION OF AUTOMOBILE SALES FINANCE ACT; AND
  9. UNFAIR COMPETITION (BUS. & PROF. CODE SECTION 17200).
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1 amounts violates the ASFA, and results in consumers being ensnared in predatory  
2 vehicle loans that they cannot afford. Plaintiff's class action claims are brought under  
3 the ASFA, the CLRA, and the UCL. Plaintiff and each of the Class members are entitled  
4 to elect to rescind their vehicle purchases, recover incidental and consequential  
5 damages, and be awarded their attorney's fees, costs, and expenses.

6  
7 PARTIES

8 4. Plaintiff Jaime Graciano is an individual residing in Oceanside, California.

9 5. Defendant Classic Chariots, Inc. is a California corporation that does  
10 business as a used-car dealership at multiple locations, including a location at 1611 W.  
11 Vista Way, Vista, California.

12 6. Plaintiff does not know the true names and capacities, whether corporate,  
13 partnership, associate, individual, or otherwise, of defendants sued herein as Does 1  
14 through 75, inclusive, and thus name them under the provisions of Section 474 of the  
15 California Code of Civil Procedure. Defendants Does 1 through 75 are in some manner  
16 responsible for the acts set forth herein, and are legally liable to Plaintiff. Plaintiff will  
17 set forth the true names of the fictitiously-named defendants together with appropriate  
18 charging allegations when ascertained.

19  
20 7. All acts of corporate employees were authorized or ratified by an officer,  
21 director, or managing agent of the corporate employer.

22  
23 8. Each defendant (whether actually or fictitiously-named herein) was the  
24 principal, agent, alter-ego, co-conspirator, or employee of each other defendant and in  
25 acting as such principal or within the course and scope of such employment, agency, or  
26 conspiracy, took some part in the acts and omissions hereinafter set forth by reason of  
27 which each defendant is liable to Plaintiff.  
28



1 Dealership the down payment amounts that they were able to immediately afford and  
2 also give the Dealership one or more other checks for additional down payment  
3 amounts, which the consumers were not immediately able to pay, but which the Dealer  
4 agreed to hold and not deposit until agreed-upon future dates. The effect of these  
5 agreements was that Plaintiff and the Class members were agreeing to make deferred  
6 down payments towards the purchases of their vehicles, in addition to their immediate  
7 down payments.  
8

9 15. The Dealership prepared the documents for the sale of the Chevy Blazer  
10 and the Class members' vehicles, and presented them to Plaintiff and the Class members  
11 to sign.

12 16. In preparing the purchase contracts, the Dealership intentionally and  
13 falsely stated in the purchase contracts that Plaintiff and the Class members were each  
14 obligated to make an immediate down payment, but not obligated to make any deferred  
15 down payments. The amounts of the immediate down payments listed in Plaintiff's and  
16 each Class members' purchase contracts was in all cases equal the sum of the immediate  
17 down payments and the deferred down payments that Plaintiff and the Class members  
18 had each respectively agreed to make.  
19

20 17. The Dealership falsified the down payment amounts and the deferred  
21 down payment amounts in the purchase contracts with the intention of defrauding the  
22 lenders into financing vehicle purchases that they otherwise would not finance, and in  
23 order to get Plaintiff and the Class members financed for predatory loans that they could  
24 not afford. But for the Dealership's falsification of the purchase documents, Plaintiff  
25 would not have purchased the Chevy Blazer and the Class members would not have  
26 purchased their vehicles for the prices and terms stated in each of their purchase  
27 contracts.  
28

1           18.     The Dealership represented to Plaintiff and the Class members, both orally  
2 and in writing in the purchase contracts, that after signing the purchase contracts the  
3 consumers were obligated to make the payments listed in the those contracts as well as  
4 the deferred down payments. These representations were false because the Dealership's  
5 violations of the ASFA rendered all of the contracts unenforceable and subject to  
6 rescission at the purchasers' options.  
7

8           19.     Reasonably relying on the Dealership's representations that they were  
9 obligated to make payments towards their vehicle purchases, Plaintiff and the Class  
10 members made payments towards their vehicle purchases.

11           20.     In addition to the above-stated illegal conduct, after Plaintiff offered to  
12 buy the Chevy Blazer for the advertised price of \$9,999, the Dealership refused to sell it  
13 to him for the advertised price. Specifically, when Plaintiff attempted to purchase the  
14 Chevy Blazer, the Dealership knowingly and intentionally misrepresented to Plaintiff  
15 that because of Plaintiff's credit score and history the Dealership would have to increase  
16 the Chevy Blazer's purchase price by \$1,000 in order for him to get financed. The  
17 Dealership made this misrepresentation knowing that it was false with the intention  
18 that Plaintiff would rely on it and believe that he had no choice but to pay the Dealership  
19 an additional \$1,000 if he wanted to buy the vehicle. Not knowing that this was false  
20 and illegal, needing a vehicle, and relying on the Dealership's representations and  
21 believing that he had no choice, Plaintiff agreed to pay the increased price of \$10,999.  
22  
23

24           21.     The negotiations regarding Plaintiff's purchase of the Chevy Blazer were  
25 conducted primarily in Spanish.

26           22.     Prior to obtaining Plaintiff's signature on the Chevy Blazer's purchase  
27 contract, the Dealership failed and refused to give Plaintiff a translated Spanish-  
28 language version of the purchase contract. However, the Dealership nonetheless later

1 required Plaintiff to sign a form stating that he had received a Spanish-language  
2 translation, even though that was not true.

3 23. Plaintiff's purchase of the Chevy Blazer was accompanied by the  
4 Dealership's express warranty and the implied warranty of merchantability.

5 24. Plaintiff subsequently learned that the Chevy Blazer had previously been  
6 registered as a rental vehicle. The Dealership knew this fact, but concealed it from and  
7 failed to disclose it to Plaintiff. The fact that the Chevy Blazer was previously registered  
8 as a rental vehicle was a material fact that a reasonable consumer would consider in  
9 deciding whether or not to purchase it.  
10

11 25. The fact that the Chevy Blazer was previously registered as a rental vehicle  
12 decreases the fair market value and anticipated utility of the vehicle.

13 26. Immediately after purchasing the Chevy Blazer, Plaintiff learned that it  
14 was not in operable condition. It had multiple defects, including a defect that caused  
15 chronic overheating, rendering it inoperable and unsafe to drive. In addition, the  
16 vehicle's gauges and instruments were malfunctioning and inoperable.  
17

### 18 FIRST CAUSE OF ACTION

#### 19 Consumers Legal Remedies Act - Injunctive Relief Only

20 (By Plaintiff individually against the Dealership and Does 1 through 25)

21 27. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
22 through 26.  
23

24 28. The Chevy Blazer is a "good" under the CLRA, that was bought for use  
25 primarily for personal, family or household purposes.

26 29. Plaintiff is a "consumer" under the CLRA.

27 30. The advertisement and the sale of the Chevy Blazer to Plaintiff are  
28 "transactions" under the CLRA.

1           31.    The CLRA prohibits numerous unlawful business acts, including: (i)  
2 representing that goods or services have sponsorship, approval, characteristics,  
3 ingredients, uses, benefits, or quantities which they do not have or that a person has  
4 sponsorship, approval, status, affiliation, or connection which he or she does not have;  
5 (ii) representing that goods or services are of a particular standard, quality, or grade, or  
6 that goods are of a particular style or model, if they are another; (iii) representing that a  
7 transaction confers or involves rights, remedies, or obligations which it does not have or  
8 involve, or which are prohibited by law; (iv) advertising goods or services with intent not  
9 to sell them as advertised; and (v) inserting an unconscionable provision into a contract.  
10 The CLRA also prohibits the omission of statements, where there exists a duty to make a  
11 statement or disclosure.  
12

13           32.    The Dealership violated the CLRA by: (1) misrepresenting the mechanical  
14 condition of the Chevy Blazer; (2) failing to disclose it had previously been registered as  
15 a rental vehicle; (3) failing to provide a Spanish-language translation of the Chevy  
16 Blazer's purchase contract to Plaintiff prior to his execution of that contract; (4)  
17 misrepresenting that the Dealership had to increase the purchase price of the Chevy  
18 Blazer in order for Plaintiff to obtain financing; and (5) refusing to sell the Chevy Blazer  
19 for its advertised price.  
20

21           33.    Plaintiff is concurrently serving the Dealership with a CLRA notification  
22 and demand letter via certified mail, return receipt requested. The notice letter sets  
23 forth the relevant facts, notifies the Dealership of its CLRA violations, and requests that  
24 the Dealership promptly remedy those violations.  
25

26           34.    Under the CLRA, a plaintiff may without prior notification file a complaint  
27 alleging violations of the CLRA that seeks injunctive relief only. Then, if the defendant  
28 does not remedy the CLRA violations within 30 days of notification, the plaintiff may



1 amend her or his CLRA causes of action without leave of court to add claims for  
2 damages. Plaintiff will amend this complaint to add damages claims if the Dealership  
3 does not remedy its violations within the statutory period.

4 35. Under the CLRA, Plaintiff is entitled to a permanent injunction  
5 prohibiting practices that violate the CLRA.

6 36. The Dealership has an illegal pattern and practice of: (1) failing to disclose  
7 the known rental history of vehicles that it sells to the public; (2) failing to provide a  
8 Spanish-language translations of purchase contracts to Spanish-speaking customers  
9 prior to their execution of English-only contracts; (3) misrepresenting that the  
10 Dealership must increase vehicle purchase prices so that customers can obtain  
11 financing; and (4) refusing to sell vehicles for their advertised price.

12 37. Plaintiff is entitled to a permanent injunction that compels the Dealership  
13 to notify all consumers who have been victims of the above-described illegal conduct,  
14 and enjoining the Dealership from such further acts of illegal conduct.

15 38. Plaintiff is also entitled to recover his attorneys' fees, costs, and expenses.

## 18 SECOND CAUSE OF ACTION

### 19 Violation of Automobile Sales Finance Act

20 (By Plaintiff individually against the Dealership and Does 1 through 25)

21 39. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
22 through 38.

23 40. The purchase contract for the Chevy Blazer is a conditional sale contract  
24 subject to the ASFA.

25 41. The Dealership is a "seller" under the ASFA.

26 42. Plaintiff is a "buyer" under the ASFA.

27 43. The Chevy Blazer is a "motor vehicle" under the ASFA.



1           50. At the time of purchase, and afterwards, the Dealership made the  
2 misrepresentations as set forth above. These misrepresentations included, but are not  
3 limited to the following: (1) that the Chevy Blazer was in excellent condition; and (2)  
4 that the Dealership had to increase the purchase price of the Chevy Blazer in order for  
5 Plaintiff to obtain financing.

6  
7           51. The Dealership omitted from the statements it made material facts, the  
8 disclosure of which was necessary, (1) in order to make its other statements not  
9 misleading; (2) because they were known materials facts; (3) because the Dealership  
10 knew that it had exclusive knowledge that was not accessible to Plaintiff; and (4)  
11 because it was reasonable for Plaintiff to expect disclosure of such facts. These  
12 omissions include, but are not limited to the following: (1) that the Chevy Blazer was  
13 previously registered as a rental vehicle; (2) that the Chevy Blazer was not in excellent  
14 condition, and the Dealership had no reason to believe it was; (3) that the Dealership  
15 was not permitted to sell the Chevy Blazer for more than its advertised price; and (4)  
16 that the Dealership did not need to increase the Chevy Blazer's purchase price in order  
17 for Plaintiff to obtain financing.

18  
19           52. At all times the Dealership either had actual or constructive notice of the  
20 true facts but nonetheless intentionally or recklessly concealed these facts from Plaintiff.

21  
22           53. The Dealership made these representations and omitted material facts  
23 with the intent to defraud Plaintiff and to induce Plaintiff to purchase the Chevy Blazer  
24 and pay an inflated an illegal sales price. At the time Plaintiff purchased the Chevy  
25 Blazer he did not know, or have reason to know, that the Dealership was making false  
26 and misleading representations and had omitted material facts. Plaintiff acted in  
27 justifiable reliance upon the truth of the representations which misled him as to the  
28 nature and extent of the facts concealed. Plaintiff was justified in his reliance, as the

1 Dealership held itself out as professionals in the automotive sales industry, and Plaintiff  
2 had no reason to doubt such representations.

3 54. As a direct and proximate result of the Dealer's fraudulent representations  
4 and omissions of material facts, Plaintiff suffered damages, including actual, general,  
5 consequential and incidental damages according to proof at trial.

6  
7 55. The Dealership acted with malice, oppression and fraud toward Plaintiff  
8 within the meaning of Civil Code Section 3294. Plaintiff is therefore entitled to punitive  
9 damages.

10 56. The Dealership committed fraud in the inducement of the purchase  
11 contract for the Chevy Blazer, and Plaintiff is therefore entitled to rescission and  
12 restitution in an amount according to proof at trial.

13 FOURTH CAUSE OF ACTION

14 Negligent Misrepresentation

15 (By Plaintiff individually against the Dealership and Does 1 through 25)

16  
17 57. Plaintiff incorporates by reference the allegations in paragraphs 1 through  
18 56.

19 58. As an alternative to Plaintiff's cause of action for Intentional  
20 Misrepresentation, Plaintiff alleges that the Dealer's misrepresentations were made  
21 negligently, if not intentionally.

22 59. The representations made by the Dealership were not true.

23  
24 60. Regardless of its actual belief, the Dealership made the representations  
25 without any reasonable grounds for believing them to be true.

26 61. The Dealership failed to exercise due care in ascertaining the accuracy of  
27 the representations made to Plaintiff.

28







1           81.    The Dealership also engaged in “fraudulent” business acts or practices in  
2 that the representations and omissions of material fact described above have a tendency  
3 and likelihood to deceive the general public.

4           82.    The Dealership also engaged in “unfair” business acts or practices in that  
5 the justification for selling vehicles based on the misrepresentations and omissions of  
6 material fact delineated above is outweighed by the gravity of the resulting harm,  
7 particularly considering the available alternatives, and offends public policy, is immoral,  
8 unscrupulous, unethical, and offensive, or causes substantial injury to consumers.

9           83.    The above described unlawful, fraudulent, or unfair business acts and  
10 practices conducted by the Dealership continue to this day and present a threat to  
11 Plaintiff and the general public in that the Dealership has failed to publicly acknowledge  
12 the wrongfulness of his actions and provide full equitable injunctive and monetary relief  
13 as required by law.

14           84.    Pursuant to California Business & Professions Code Section 17203,  
15 Plaintiff is entitled to and seeks a permanent injunction from this Court requiring the  
16 Dealership to immediately cease such acts of unfair competition and enjoining the  
17 Dealership from continuing to conduct business via the unlawful, fraudulent, and/or  
18 unfair business acts and practices set forth in this Complaint and from failing to fully  
19 disclose the true nature of its misrepresentations, and ordering the Dealership to engage  
20 in a corrective notice and advertising campaign. Plaintiff additionally requests an order  
21 from the Court requiring that the Dealership provide complete equitable monetary relief  
22 so as to prevent the Dealership from benefitting from the practices that constitute unfair  
23 competition.  
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1 CLASS ACTION ALLEGATIONS

2 85. The Eighth and Ninth Causes of Action stated herein are brought and may  
3 properly be maintained as a class action pursuant to provisions of the California Code of  
4 Civil Procedure Section 382. Plaintiff brings this class action on behalf of himself and  
5 all others similarly-situated as a representative of the following proposed class (herein  
6 referred to as the "Class"): all persons who on or after October 7, 2011 (1) purchased a  
7 vehicle from the Dealership for personal use, (2) agreed to pay all or some portion of the  
8 down payment listed on the purchase contract on a date after the purchase date; and (3)  
9 whose purchase contract does not state that he or she is obligated to make a deferred  
10 down payment.  
11

12 86. Specifically excluded from the proposed Class are the Court and its staff,  
13 the Dealership, any entity in which the Dealership has a controlling interest, and the  
14 officers, directors, affiliates, legal representatives, heirs, successors, subsidiaries, and/or  
15 assigns of any such individual or entity.  
16

17 87. The members of the proposed Class are ascertainable and can be identified  
18 by review and analysis of the Dealership's business records, and the proposed Class is so  
19 numerous that the individual joinder of all its members in one action is impracticable.  
20

21 88. Common questions of law and fact arising out of the claims here at issue  
22 exist as to all Class members and predominate over any individual issues. These  
23 common legal and factual questions include, but are not limited to, the following: (i)  
24 whether the Dealership violated consumer protection laws by failing to accurately  
25 itemize deferred down payments; (ii) whether the Class members are entitled to rescind  
26 their purchase contracts; (iii) whether Class members are entitled to an injunction  
27 prohibiting such practices in the future; and (iv) whether Class members are entitled to  
28 injunctive and other equitable relief and, if so, what is the nature of such relief.

1           89. Plaintiff's claims are typical of the claims of the Class members' claims.  
2 Plaintiff and all Class members entered into retail installment sale contracts, and agreed  
3 to make deferred down payments that were not itemized in the written purchase  
4 contracts. Thus, Plaintiff and all Class members have had their legal rights infringed  
5 upon, sustained injuries, losses, and damages as described herein and/or are facing  
6 irreparable harm arising out of the Dealership's common course of conduct. Plaintiff's  
7 and each Class members' rights to rescission of their purchase contracts and/or  
8 payment of any actual, incidental, consequential, exemplary and/or statutory damages  
9 were proximately caused by the Dealership's wrongful conduct, in violation of applicable  
10 law as alleged herein.  
11

12           90. Plaintiff will fairly and adequately protect the interests of the Class  
13 members. Plaintiff has no irreconcilable conflicts with or interests materially  
14 antagonistic to those of the other Class members.  
15

16           91. Plaintiff has retained an attorney experienced in the prosecution of class  
17 actions, including consumer class actions.  
18

19           92. A class action is superior to other available methods for the fair and  
20 efficient group wide adjudication of this controversy and, as applicable, possesses  
21 substantial benefits. Individual joinder of all Class members is impracticable, and no  
22 other group method of adjudication of all claims asserted herein is more efficient and  
23 manageable while at the same time providing all the remedies available to ensure the  
24 full purpose of California's consumer protection laws are effectuated. Furthermore, as  
25 the damages suffered by each individual member of the Class may be relatively small  
26 and the relief sought discrete, the expense and burden of individual litigation in order to  
27 obtain such relief would make it difficult or impossible for individual Class members to  
28 redress the wrongs done to them, and the cost to the court system of adjudicating such

1 litigation on an individual basis would be substantial. To counsel's knowledge there has  
2 not been any substantial litigation concerning this controversy commenced against the  
3 parties. It is not anticipated that there will be any difficulties in the management of this  
4 litigation due to the focus of the wrongdoing on the Dealership's conduct and its  
5 knowledge of the true facts. Individualized litigation would also present the potential  
6 for varying, inconsistent, or contradictory judgments and would magnify the delay and  
7 expense to all parties and the court system resulting from multiple trials of the same  
8 factual and legal issues. The conduct of this action as a class action presents fewer  
9 management difficulties, conserves the resources of the parties and the court system,  
10 and protects the rights of each Class member as compared to other methods for the  
11 group wide adjudication of this controversy. Thus, both the Class and the court system  
12 achieve substantial benefits by the prosecution of this action on a class wide basis by  
13 avoiding the burden of multiple litigation involving identical claims, as well as by aiding  
14 legitimate business enterprises in curtailing illegitimate competition and ensuring a  
15 therapeutic effect on those companies, such as the Dealership, that indulge in illegal  
16 practices.

19 93. Notice of the pendency of and any resolution of this action can be provided  
20 to the Class members by publication and/or individual mailed notice, as appropriate  
21 under California law, and such costs are properly imposed on the Dealership.

23 94. This action may also be properly certified to proceed on a class-wide basis  
24 because: (i) the prosecution of separate actions by the individual Class members would  
25 create a risk of inconsistent or varying adjudications with respect to individual Class  
26 members, thus establishing incompatible standards of conduct for the Dealership; (ii)  
27 because of the nature of the relief sought, the prosecution of separate actions by  
28 individual Class members would create a risk of adjudication with respect to them that

1 would, as a practical matter, be dispositive of the interests of the other Class members  
2 not parties to such adjudications, or could substantially impair or impede the ability of  
3 such Class members to protect their interests; (iii) the Dealership has acted or refuses to  
4 act in respects generally applicable to the Class, thereby making appropriate final  
5 injunctive relief with regard to the members of the Class as a whole in terms of the  
6 equitable relief sought.  
7

8 EIGHTH CAUSE OF ACTION

9 Violation of Automobile Sales Finance Act

10 (By Plaintiff individually and on behalf of the Class members against the Dealership and

11 Does 20 through 75)

12 95. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
13 through 94.

14 96. The purchase contracts for the Chevy Blazer and the Class members'  
15 vehicles are conditional sale contracts subject to the ASFA.  
16

17 97. The Dealer is a "seller" under the ASFA.

18 98. Plaintiff and the Class members are "buyers" under the ASFA.

19 99. The Chevy Blazer and the Class members' vehicles are "motor vehicles"  
20 under the ASFA.

21 100. Civil Code Section 2982(a)(6) requires all motor vehicle purchase  
22 contracts that are subject to the ASFA to accurately itemize the amounts of the  
23 immediate down payment and the deferred down payments. The Dealership has a  
24 pattern and practice of violating Civil Code Section 2982 by falsely inflating the down  
25 payment amount and failing to disclose the deferred down payment amounts in order to  
26 get purchasers financed for loans that they cannot afford and for which they otherwise  
27  
28

1 would not have entered into but for the Dealership's falsification of the purchase  
2 contract down payment items.

3 101. Civil Code Section 2981.9 requires that all motor vehicle purchase  
4 contracts subject to the ASFA contain in a single document all of the agreements  
5 between the buyer and the seller with respect to the total cost and terms of payment for  
6 the motor vehicle, including any promissory notes or other evidence of indebtedness  
7 (hereafter referred to as the "Single Document Rule"). The Dealership has a pattern and  
8 practice of violating the Single Document Rule by failing to include in vehicle purchase  
9 contracts the dates and amounts owed by customers for deferred down payments.

10 101. The Dealer's violations of the Single Document Rule and Civil Code  
11 Section 2982 were intentional.

12 102. Because of the Dealer's failure to comply with the Single Document Rule  
13 and Civil Code Section 2982 the purchase contracts for the Chevy Blazer and the Class  
14 members' vehicles are not enforceable, and Plaintiff and the Class members are entitled  
15 to rescission of their contracts and restitution of all amounts paid to the Dealership.  
16

17 103. Plaintiff and the Class members are also entitled to incidental and  
18 consequential damages, and their attorney's fees, costs, and out-of-pocket expenses.  
19

20 NINTH CAUSE OF ACTION

21 Unfair Competition

22 (By Plaintiff individually and on behalf of general public and the Class members against  
23 the Dealership and Does 20 through 75)  
24

25 104. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
26 through 103.  
27

28

1           105. The Dealer's acts, omissions, misrepresentations, practices, and non-  
2 disclosures constituted unlawful and unfair business acts and practices within the  
3 meaning of California Business & Professions Code Sections 17200 *et seq.*

4           106. The Dealer has engaged in "unlawful" business acts and practices by: (1)  
5 failing to properly itemize the amounts and dates of payment of down payments and  
6 deferred down payments in vehicle purchase contracts; and (2) failing to comply with  
7 the Single Document Rule. These acts and practices were intended to and did violate  
8 the ASFA.  
9

10           107. The Dealer also engaged in "unfair" business acts or practices in that the  
11 justification for selling vehicles based on the misrepresentations and omissions of  
12 material fact delineated above is outweighed by the gravity of the resulting harm,  
13 particularly considering the available alternatives, and offends public policy, is immoral,  
14 unscrupulous, unethical, and offensive, or causes substantial injury to consumers.  
15

16           108. The above described unlawful or unfair business acts and practices  
17 conducted by the Dealer continue to this day and present a threat to Plaintiff and the  
18 general public in that the Dealer has failed to publicly acknowledge the wrongfulness of  
19 its actions and provide full equitable injunctive and monetary relief as required by law.  
20

21           109. Pursuant to California Business & Professions Code Section 17203,  
22 Plaintiff is entitled to a permanent injunction from this Court requiring the Dealer to  
23 immediately cease such acts of unfair competition and enjoining the Dealer from  
24 continuing to conduct business via the unlawful and/or unfair business acts and  
25 practices set forth in this Complaint and from failing to fully disclose the true nature of  
26 his misrepresentations, and ordering the Dealer to engage in a corrective notice and  
27 advertising campaign. Plaintiff additionally requests an order from the Court requiring  
28 that the Dealer provide complete equitable monetary relief so as to prevent the Dealer

1 from benefitting from the practices that constitute unfair competition, including  
2 requiring the payment of restitution of any monies as may be necessary to restore to any  
3 person any money or property which may have been acquired by means of such acts of  
4 unfair competition.

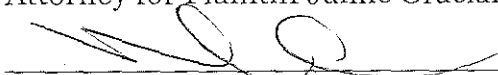
5  
6 PRAYER FOR RELIEF

7 Plaintiff prays for the following

- 8 1. An Order certifying the Class, and appointing Plaintiff and his attorney to  
9 represent the Class;
- 10 2. For injunctive, declaratory, and/or equitable relief as permitted under the  
11 CLRA and Business & Professions Code Section 17203;
- 12 3. For rescission of the vehicle purchase contracts for the Chevy Blazer and  
13 the Class members' vehicles, and restitution of all monies paid by Plaintiff  
14 and the Class members towards those contracts;
- 15 4. For incidental, consequential, and actual damages of \$21,000 for  
16 Plaintiff's individual claims and, with regard to the class action claims, in  
17 such an amount as proven at trial.
- 18 5. For punitive damages;
- 19 6. For pre-judgment interest;
- 20 7. For attorney's fees, costs of suit, and out-of-pocket litigation expenses; and
- 21 8. For such other and further relief as the Court deems just and proper under  
22 the circumstances.  
23  
24

25 LAW OFFICE OF MICHAEL R. VACHON, ESQ.  
26 Attorney for Plaintiff Jaime Graciano

27 Date: October 10, 2011

28   
Michael R. Vachon, Esq.