

1 VACHON LAW FIRM  
2 Michael R. Vachon, Esq. (SBN 206447)  
3 17150 Via Del Campo, Suite 204  
4 San Diego, California 92127  
5 Tel.: 858.674.4100  
6 Fax: 858.674.4222  
7 michael@vachonlaw.com

8 Attorney for Plaintiff Maria Saldana

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

DEC 08 2016

Sherri R. Carter, Executive Officer/Clerk  
By Victor Sino-Cruz, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES - CENTRAL DISTRICT  
11 STANLEY MOSK COURTHOUSE

12 MARIA SALDANA, an individual;

13 Plaintiff,

14 v.

15 CERRITOS INFINITI, INC., a California  
16 corporation; and  
17 DOES 1 through 75,

18 Defendants.

Case No.: 16K14773

LIMITED CIVIL CASE

COMPLAINT

1. BREACH OF IMPLIED WARRANTY;  
AND
2. BREACH OF MAGNUSON-MOSS  
WARRANTY ACT.

1 **I. SUMMARY**

2 1. Plaintiff Maria Saldana purchased a used automobile from Defendant Cerritos  
3 Infiniti, Inc. The vehicle was accompanied by Cerritos Infiniti's express warranty and the  
4 implied warranty of merchantability. While the warranties were in effect, the vehicle became  
5 inoperable because of a pre-existing defect. Accordingly, Plaintiff is entitled to and hereby  
6 does rescind the purchase contract for vehicle.

7 2. Plaintiff is entitled to recover restitution of the amounts paid towards the vehicle,  
8 general damages, and her attorney's fees, costs, and expenses.

9 **II. PARTIES**

10 3. Plaintiff Maria Saldana is an individual residing in Inglewood, California.

11 4. Defendant Cerritos Infiniti, Inc. (hereafter the "Cerritos Infiniti"), is a California  
12 corporation that does business as the car dealership "Cerritos Infiniti" at 11011 East South  
13 Street, Cerritos, California.

14 5. Plaintiff does not know the true names and capacities, whether corporate,  
15 partnership, associate, individual or otherwise of Defendants sued herein as Does 1 through 75,  
16 inclusive, under the provisions of section 474 of the California Code of Civil Procedure.  
17 Defendants Does 1 through 75, inclusive, are in some manner responsible for the acts,  
18 occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will  
19 seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously  
20 named Defendants together with appropriate charging allegations when ascertained.

21 6. All acts of corporate employees as alleged were authorized or ratified by an  
22 officer, director or managing agent of the corporate employer.

23 **III. FACTS**

24 7. On or about November 5, 2016, Plaintiff purchased from Cerritos Infiniti and  
25 took delivery of that certain used 2010 GMC Terrain with vehicle identification number  
26 2CTALBEW2A6403432 (the "GMC Terrain").



1 labeled, and (4) does not conform to the promises or affirmations of fact made on the container  
2 or label.

3 16. Plaintiff has notified Cerritos Infiniti of the GMC Terrain's Defect.

4 17. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the GMC  
5 Terrain, and is entitled, under the California Lemon Law, to rescind the GMC Terrain's  
6 purchase contract and to restitution of all money paid towards the GMC Terrain's purchase  
7 contract.

8 18. Plaintiff has been proximately damaged by Cerritos Infiniti's failure to comply  
9 with their obligations under the implied warranty or merchantability, and is entitled to  
10 recovery of such damages.

11 19. Plaintiff is entitled to the remedies provided in California Civil Code section 1794,  
12 including her attorney's fees, costs, and expenses.

13 SECOND CAUSE OF ACTION

14 Breach of Magnuson-Moss Warranty Act

15 20. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1 through  
16 19.

17 21. Cerritos Infiniti is an entity engaged in the business of distributing and/or selling  
18 consumer goods at retail in the state of California.

19 22. The GMC Terrain is the type of product which is ordinarily purchased primarily  
20 for personal, family, or household purposes.

21 23. Plaintiff discovered soon after purchase and during the warranty period that the  
22 GMC Terrain suffers from the Defect.

23 24. Pursuant to the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 *et seq.*) (the  
24 "Federal Lemon Law"), the sale of the GMC Terrain to Plaintiff was accompanied by Cerritos  
25 Infiniti's implied warranty of merchantability.

26 25. The implied warranty of merchantability means and includes that the GMC  
27 Terrain will comply with each of the following requirements: (1) The GMC Terrain will pass  
28



1           1.       For restitution to Plaintiff under the California lemon law and/or the Federal  
2 Lemon Law in amount equal to the total amounts paid and payable under the GMC Terrain's  
3 purchase contract;

4           2.       For general damages of \$5,000;

5           3.       For prejudgment interest at the legal rate;

6           4.       For attorney's fees, costs of suit, and out-of-pocket expenses; and

7           5.       For such other and further relief as the Court deems just and proper under the  
8 circumstances.

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11 Date: December 7, 2016

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Michael R. Vachon, Esq.  
Attorney for Plaintiff Maria Saldana