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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF GLENDALE – GLENDALE COURTHOUSE  
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11 SANDY WILLIAMS, an individual;

12 Plaintiff,

13 v.

14 GLENDALE DODGE, LLC, a California  
limited liability company; and  
15 DOES 1 through 75,

16 Defendants.  
17

Case No.: EC060951

COMPLAINT FOR:

1. VIOLATION OF AUTOMOBILE SALES FINANCE ACT;
  2. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT (INJUNCTIVE RELIEF ONLY);
  3. VIOLATION OF CREDIT SERVICES ACT; AND
  4. UNFAIR COMPETITION (BUS. & PROF. CODE SECTION 17200)
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1 arrangement was that Plaintiff had agreed to make no cash down payment and four  
2 deferred down payments towards the purchase of the Dodge Charger.

3 11. Glendale Dodge prepared Plaintiff's credit application and the retail  
4 installment sale contract for the Dodge Charger. Glendale Dodge charged a fee to  
5 prepare these documents for Plaintiff, and also received valuable consideration for  
6 preparing Plaintiff's application for credit in the form of the consideration it received  
7 under the Dodge Charger's purchase contract.

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9 12. Glendale Dodge presented the retail installment sale contract to Plaintiff  
10 for her to sign, telling Plaintiff that it accurately memorialized their agreement for the  
11 sale and purchase of the Dodge Charger. Relying on these representations, Plaintiff  
12 signed the contract.

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14 13. Glendale Dodge represented that the Dodge Charger's retail installment  
15 sale contract was a legally enforceable agreement, which required Plaintiff to make the  
16 (undisclosed) deferred down payments and the monthly payments stated therein.

17 14. Glendale Dodge submitted Plaintiff's credit application, along with the  
18 signed purchase contract for the Dodge Charger, to potential lenders including, but not  
19 limited to, Santander Consumer.

20 15. When it prepared the retail installment sale contract for the Dodge  
21 Charger, Glendale Dodge intentionally and falsely stated therein that Plaintiff was  
22 making an immediate cash down payment of \$1,000, and not making any deferred  
23 down payments – when in reality Plaintiff was not making any cash down payment at all  
24 and had agreed to make four deferred down payments totaling \$1,000.

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26 16. Glendale Dodge's standard automobile purchase contract contains a clause  
27 permitting it to unilaterally cancel the contract (and demand return of the vehicle) if  
28 Glendale Dodge is not able to assign the contract to an acceptable lender.



1           25. Civil Code Section 2981.9 requires that all motor vehicle purchase  
2 contracts subject to the ASFA contain in a single document all of the agreements  
3 between the buyer and the seller with respect to the total cost and terms of payment for  
4 the motor vehicle, including any promissory notes or other evidence of indebtedness  
5 (hereafter referred to as the "Single Document Rule").  
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7           26. Glendale Dodge failed to comply with the Single Document Rule. Such  
8 failures include, but are not limited to, the fact that the amount and due date for  
9 Plaintiff's deferred down payment is not listed in the Dodge Charger's purchase  
10 contract.

11           27. Civil Code Section 2982(a)(6) requires all motor vehicle purchase  
12 contracts that are subject to the ASFA to separately and specifically itemize the amount  
13 that the buyer is immediately paying as a cash down payment. Civil Code Section  
14 2982(a)(6) also requires purchase contracts to separately and specifically itemize the  
15 amount of any deferred down payments.  
16

17           28. Glendale Dodge violated Civil Code Section 2982. Such failures include,  
18 but are not limited to, the fact that Glendale Dodge failed to correctly itemize in the  
19 purchase contract the amount of Plaintiff's actual immediate cash down payment and  
20 the amount of her agreed-upon deferred down payments.

21           29. Glendale Dodge's violations of the Single Document Rule and Civil Code  
22 Section 2982 were intentional.  
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24           30. Because of Glendale Dodge's failure to comply with the Single Document  
25 Rule and Civil Code Section 2982 the purchase contract for the Dodge Charger is not  
26 enforceable, and Plaintiff is entitled to rescission of the contract and restitution of all  
27 amounts paid towards the Dodge Charger purchase.  
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1 the vehicle and make the payments to which Plaintiff and Glendale Dodge had  
2 previously agreed; (5) omitting and failing to disclose that the retail installment sale  
3 contract for the Dodge Charger did not accurately memorialize Plaintiff's agreement to  
4 purchase that vehicle; and (6) omitting and failing to disclose that the Dodge Charger's  
5 retail installment sale contract was unenforceable and that Plaintiff was not required to  
6 make any payments thereunder.

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8 38. Plaintiff is concurrently serving Glendale Dodge with a CLRA notification  
9 and demand letter via regular mail and certified mail, return receipt requested. The  
10 notice letter sets forth the relevant facts, notifies Glendale Dodge of its CLRA violations,  
11 and requests that Glendale Dodge promptly remedy those violations.

12 39. Under the CLRA, a plaintiff may without prior notification file a complaint  
13 alleging violations of the CLRA that seeks injunctive relief only. Then, if the defendant  
14 does not remedy the CLRA violations within 30 days of notification, the plaintiff may  
15 amend her or his CLRA causes of action without leave of court to add claims for  
16 damages. Plaintiff will amend this complaint to add damages claims if Glendale Dodge  
17 does not remedy its violations within the statutory period.

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19 40. Under the CLRA, Plaintiff is entitled to a permanent injunction  
20 prohibiting practices that violate the CLRA.

21 41. Glendale Dodge has an illegal pattern and practice of: (1) misrepresenting  
22 the amount and timing of down payments and deferred down payments; and (2)  
23 violating the Single Document Rule.

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25 42. Plaintiff is entitled to a permanent injunction that compels Glendale  
26 Dodge to notify all consumers who have been victims of the above-described illegal  
27 conduct, and enjoining Glendale Dodge from such further acts of illegal conduct.

28 43. Plaintiff is also entitled to recover her attorneys' fees, costs, and expenses.



1 THIRD CAUSE OF ACTION

2 Violation of Credit Services Act

3 44. Plaintiff hereby incorporates by reference paragraphs 1 through 43.

4 45. Glendale Dodge is a credit service organization under the Credit Services  
5 Act of 1984 (Civil Code § 1789.10 et seq.) (the “CSA”).

6 46. Plaintiff is a Buyer under the CSA.

7 47. Santander Consumer is a person who has extended credit to Plaintiff and  
8 to whom Plaintiff applied for credit.

9 48. Glendale Dodge made untrue and misleading statements concerning  
10 Plaintiff’s creditworthiness, credit standing, and/or credit capacity to Santander  
11 Consumer that it knew and/or should have known to be untrue and misleading.

12 49. Plaintiff is entitled to damages, which shall not in any event be less than  
13 the amount paid to Glendale Dodge, and her attorney’s fees and costs.

14 FOURTH CAUSE OF ACTION

15 Unfair Competition

16 50. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
17 through 49.

18 51. Glendale Dodge’s acts, omissions, misrepresentations, practices, and non-  
19 disclosures constituted unlawful, unfair, and fraudulent business acts and practices  
20 within the meaning of California Business & Professions Code Sections 17200 *et seq.*

21 52. Glendale Dodge has engaged in “unlawful” business acts and practices by:  
22 (1) misrepresenting the amount and timing of down payments and deferred down  
23 payments; and (2) violating the Single Document Rule. These acts and practices were  
24 intended to and did violate the ASFA, the CSA, and the CLRA.  
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2. For the declaratory and/or equitable relief under the ASFA, the CSA, the CLRA, and Business & Professions Code Section 17203;
3. For rescission of Plaintiff's \$34,688 purchase contract for the Dodge Charger, and restitution of all amounts paid towards that contract;
4. For incidental, consequential, and actual damages in an amount to be determined at trial,
5. For pre judgment interest;
6. For attorney's fees, costs of suit, and out-of-pocket litigation expenses; and
7. For such other and further relief as the Court deems just and proper under the circumstances.

VACHON LAW FIRM  
Attorney for Plaintiff Sandy Williams

Date: August 8, 2013

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Michael R. Vachon, Esq.