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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES – NORTH DISTRICT  
10 MICHAEL D. ANTONOVICH ANTELOPE VALLEY COURTHOUSE  
11

12 DUKE MCDUFFIE,

13 Plaintiff,

14 v.

15 MAADARANI MOTORS, *et al.*,

16 Defendants.  
17

Case No.: MC024242

SECOND AMENDED COMPLAINT FOR:

1. BREACH OF EXPRESS WARRANTY;
2. BREACH OF IMPLIED WARRANTY; AND
3. VIOLATION OF CONSUMERS LEGAL  
REMEDIES ACT (INJUNCTIVE RELIEF  
AND DAMAGES)



1           4.       “Maadarani Motors” is the fictitious name of Defendant Ahmad Ali  
2 Maadarani. At the time of the filing of the initial complaint in this action, Plaintiff was  
3 ignorant of “Maadarani Motors” true legal name, and named “Maadarani Motors” as a  
4 business entity, form unknown. Upon becoming aware that “Maadarani Motors” is the  
5 fictitious business name of Ahmad Ali Maadarani, an individual, Plaintiff now hereby  
6 clarifies that “Maadarani Motors” as used throughout this Complaint, refers to  
7 Defendant Ahmad Ali Maadarani, an individual. Maadarani Motors does business as the  
8 used car dealership “Maadarani Motors” at 44503 North Sierra Highway, Lancaster,  
9 California.  
10

11           5.       Defendant Gateway One Lending & Finance, LLC is a Delaware limited  
12 liability company (hereafter referred to as “Gateway”). Gateway is the lender to whom  
13 Maadarani Motors assigned Plaintiff’s purchase contract for the Mercedes-Benz.  
14 Accordingly, Plaintiff can, and does, hereby assert all of the claims, defenses, causes of  
15 action, and equities that he can assert against Maadarani Motors herein against  
16 Gateway.  
17

18           6.       Plaintiff does not know the true names and capacities, whether corporate,  
19 partnership, associate, individual, or otherwise, of defendants sued herein as Does 1  
20 through 75, inclusive, and thus names them under the provisions of Section 474 of the  
21 California Code of Civil Procedure. Defendants Does 1 through 75 are in some manner  
22 responsible for the acts set forth herein, and are legally liable to Plaintiff. Plaintiff will  
23 set forth the true names of the fictitiously-named defendants together with appropriate  
24 charging allegations when ascertained.  
25

26           7.       All acts of corporate employees were authorized or ratified by an officer,  
27 director, or managing agent of the corporate employer.  
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1 FACTS

2 8. Plaintiffs allege as follows, on information and belief, formed after an  
3 inquiry reasonable under the circumstances:

4 9. On or about February 23, 2013, Plaintiff visited Maadarani Motors at its  
5 dealership lot at 44503 Sierra Highway, Lancaster, California, and viewed that certain  
6 2003 Mercedes-Benz CLK Class with vehicle identification number  
7 WDBTJ76H63F037800 (the "Mercedes-Benz"). The Maadarani Motors's  
8 representative who assisted Plaintiff told him that all of Maadarani Motors's  
9 automobiles, including the Mercedes-Benz, are "certified pre-owned" vehicles that come  
10 with a comprehensive three month/3,000 mile warranty. Based on Maadarani Motors's  
11 representations, Plaintiff decided to purchase the Mercedes-Benz from Maadarani  
12 Motors.  
13

14 10. Prior to Plaintiff's purchase of the Mercedes-Benz, Maadarani Motors did  
15 not give Plaintiff a copy of the Mercedes-Benz's certification checklist, and as of the  
16 filing of this lawsuit, Maadarani Motors still has not given Plaintiff a copy of the  
17 checklist.  
18

19 11. Plaintiff's purchase of the Mercedes-Benz was accompanied by the  
20 Maadarani Motors's express 3 months/3,000 miles written warranty and the implied  
21 warranty of merchantability.  
22

23 12. After Plaintiff's purchase of the Mercedes-Benz, Maadarani Motors  
24 assigned the purchase contract for the Mercedes-Benz to Gateway.

25 13. While the applicable express and implied warranties were in effect, the  
26 Mercedes-Benz manifested a transmission defect (the "Defect") that substantially  
27 impairs Plaintiff's use of the Mercedes-Benz, its fair market value, and its safety.  
28



1           21.     The Mercedes-Benz has and has had serious defects and nonconformities  
2 to warranty including, but not limited to, the Defect.

3           22.     Under the Song-Beverly Consumer Warranty Act (the "California Lemon  
4 Law"), the Mercedes-Benz is a "consumer good" purchased primarily for family or  
5 household purposes and Plaintiff has used the vehicle primarily for those purposes.  
6

7           23.     Plaintiff is a "buyer" of consumer goods under the California Lemon Law.

8           24.     Maadarani Motors is a "distributor" under the California Lemon Law.

9           25.     The foregoing defects and nonconformities to warranty manifested  
10 themselves within the applicable express warranty period. The nonconformities  
11 substantially impair the use, value and/or safety of the Mercedes-Benz.

12           26.     Plaintiff delivered the vehicle to Maadarani Motors for repair of the  
13 nonconformities on numerous occasions; however, Maadarani Motors was and is unable  
14 or unwilling to conform the Mercedes-Benz to the applicable express warranties after a  
15 reasonable number of attempts.  
16

17           27.     By failure of Maadarani Motors to remedy the defects as alleged above, or  
18 to issue a refund or replacement, Maadarani Motors is in breach of its obligations under  
19 the California Lemon Law.

20           28.     Plaintiff is entitled to justifiably revoke acceptance of Mercedes-Benz  
21 under the California Lemon Law.  
22

23           29.     Under the California Lemon Law, Plaintiff is entitled to reimbursement of  
24 all payments made towards the Mercedes-Benz (less the amount directly attributable to  
25 Plaintiff's use of the Mercedes-Benz prior to discovery of the nonconformities).

26           30.     Plaintiff is entitled to damages resulting from Maadarani Motors's failure  
27 to comply with its obligations under the California Lemon Law.  
28



1 used, (3) was not adequately contained, packaged, and labeled, and (4) did not conform  
2 to the promises or affirmations of fact made on the container or label.

3 37. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of  
4 the Mercedes-Benz, and is entitled under the California Lemon Law to rescind the  
5 purchase contract and to restitution of all money paid towards the purchase contract.  
6 This Complaint also, again, hereby rejects and revokes acceptance of the Mercedes-  
7 Benz.  
8

9 38. Plaintiff has been proximately damaged by Maadarani Motors's violations  
10 of the California Lemon Law, including its failure to comply with its obligations under  
11 the implied warranty of merchantability.

12 39. Plaintiff is entitled to the remedies provided by the California Lemon Law,  
13 including the remedies set forth in Civil Code Section 1794, and including his attorney's  
14 fees, costs, and expenses.  
15

16 THIRD CAUSE OF ACTION

17 Consumers Legal Remedies Act - Injunctive Relief and Damages

18 (Against All Defendants)

19 40. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
20 through 39.

21 41. The Mercedes-Benz is a “good” under the CLRA that was bought for use  
22 primarily for personal, family or household purposes.  
23

24 42. Plaintiff is a “consumer” under the CLRA.

25 43. The advertisement and the sale of the Mercedes-Benz to Plaintiff are  
26 “transactions” under the CLRA.

27 44. The CLRA prohibits numerous unlawful business acts, including: (i)  
28 representing that goods or services have sponsorship, approval, characteristics,



1 ingredients, uses, benefits, or quantities which they do not have or that a person has  
2 sponsorship, approval, status, affiliation, or connection which he or she does not have;  
3 (ii) representing that goods or services are of a particular standard, quality, or grade, or  
4 that goods are of a particular style or model, if they are another; (iii) representing that a  
5 transaction confers or involves rights, remedies, or obligations which it does not have or  
6 involve, or which are prohibited by law; (iv) representing that the consumer will receive  
7 an economic benefit, if the earning of the benefit is contingent on an event to occur  
8 subsequent to the consummation of the transaction. The CLRA also prohibits California  
9 used car dealerships from advertising a used automobile as a “certified” pre-owned  
10 vehicle unless, prior to the sale, the dealer provides the buyer with a completed  
11 inspection report showing the buyer all components that were inspected.  
12

13  
14 45. Maadarani Motors violated the CLRA by: (1) failing to give Plaintiff a  
15 completed certification checklist prior to his purchase of the Mercedes-Benz; (2)  
16 misrepresenting that Maadarani Motors’s warranty would provide comprehensive  
17 coverage for the Mercedes-Benz; and (3) misrepresenting that it no longer had a duty to  
18 repair the Mercedes-Benz, when it did have such an obligation.

19  
20 46. Plaintiff sent the Dealership, via certified mail, return receipt requested, a  
21 Consumer Legal Remedies Act notification and demand letter at least 30 days prior to  
22 filing this Complaint. The notice letter sets forth the relevant facts, notifies Maadarani  
23 Motors of its CLRA violations, and requests that Maadarani Motors promptly remedy  
24 those violations.

25  
26 47. 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  
amend her or his CLRA causes of action without leave of court to add claims for

1 damages. The Dealership did not give or agree to give an appropriate correction, repair,  
2 replacement, or other remedy without the statutory time period. Accordingly, Plaintiff  
3 hereby amends this Complaint to add claims for actual and punitive damages under the  
4 Consumer Legal Remedies Act.

5  
6 48. Under the CLRA, Plaintiff is entitled to a permanent injunction  
7 prohibiting practices that violate the CLRA.

8 49. Maadarani Motors has an illegal pattern and practice of: (1) concealing  
9 and failing to give certified pre-owned car buyers certification checklists; (2) and  
10 misrepresenting the coverage provided by its warranties; and (3) misrepresenting that  
11 it no longer is obligated to repair automobiles, when it is in fact legally obligated to do  
12 so.

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

17 51. Plaintiff is also entitled to recover his attorneys' fees, costs, and expenses.

18 PRAYER FOR RELIEF

19 Plaintiff prays for judgment as follows as appropriate for the particular causes of  
20 action:

- 21 1. For the declaratory, equitable, and/or injunctive relief as requested above;
- 22 2. For general damages of \$22,573.20;
- 23 3. For a civil penalty under California's Song-Beverly Consumer Warranty  
24 Act of \$45,246.40;
- 25 4. For punitive damages of \$22,573.20;
- 26 5. For pre judgment interest at the legal rate;
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- 6. For reasonable attorneys' 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 Duke McDuffie

Date: November 8, 2013

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Michael R. Vachon, Esq.