

1 VACHON LAW FIRM
Michael R. Vachon, Esq. (SBN 206447)
2 17150 Via del Campo, Suite 204
San Diego, California 92127
3 Tel.: (858) 674-4100
Fax: (858) 674-4222

4 Attorney for Plaintiff
5
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – NORTHWEST DISTRICT
10 VAN NUYS COURTHOUSE EAST
11

12 HAGOP NALBANDIAN, an individual,

13 Plaintiff,

14 v.

15 KOLBE, INC., a California corporation;
16 AMERICAN HONDA FINANCE
17 CORPORATION, a California
corporation; and
DOES 1 through 75,

18 Defendants.
19

Case No.: 13E02227

COMPLAINT FOR:

1. VIOLATION OF AUTOMOBILE SALES
FINANCE ACT

20
21
22
23
24
25
26
27
28

1 California Code of Civil Procedure. Defendants Does 1 through 75 are in some manner
2 responsible for the acts set forth herein, and are legally liable to Plaintiff. Plaintiff will
3 set forth the true names of the fictitiously-named defendants together with appropriate
4 charging allegations when ascertained.

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

8 FACTS

9 7. Plaintiff alleges as follows, on information and belief, formed after an
10 inquiry reasonable under the circumstances:

11 8. On or about August 29, 2011, Plaintiff visited Kolbe Honda shopping for a
12 new car. Kolbe Honda showed Plaintiff that certain 2008 Honda Accord with vehicle
13 identification number 1HGCS12358A020093 (the "Honda Accord"). Plaintiff agreed to
14 purchase the Honda Accord.
15

16 9. Kolbe Honda prepared the contract for Plaintiff's purchase of the Honda
17 Accord (the "Contract"). The Contract (which Kolbe Honda prepared, and which
18 Plaintiff signed) did not accurately state the true amount paid to public officials for
19 vehicle license fees. The Contract also did not accurately state the true amount of
20 registration, transfer, and titling fees.

21 10. Kolbe Honda represented to Plaintiff both orally and in writing that the
22 Contract was a legally enforceable agreement that required Plaintiff to make the
23 payments listed therein.
24

25 11. In reliance upon Kolbe Honda's representations, Plaintiff made payments
26 required by the Contract towards the Honda Accord.

27 12. Kolbe Honda assigned the Contract to Defendant American Honda
28 Finance Corporation.

1 FIRST CAUSE OF ACTION

2 Violation of Automobile Sales Finance Act

3 (Against All Defendants)

4 13. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1
5 through 12.

6 14. The purchase contract for the Honda Accord is a conditional sale contract
7 subject to the ASFA.

8 15. Kolbe Honda is a "seller" under the ASFA.

9 16. Plaintiff is a "buyer" under the ASFA.

10 17. The Honda Accord is a "motor vehicle" under the ASFA.

11 18. Civil Code Section 2982 requires all motor vehicle purchase contracts that
12 are subject to the ASFA to accurately state (1) the true amount paid to public officials
13 for vehicle license fees, and (2) the true amount paid to public officials for registration,
14 transfer, and titling fees. Kolbe Honda violated Civil Code Section 2982 failing to
15 disclose and state in the Contract both (1) the true amount paid to public officials for
16 vehicle license fees, and (2) the true amount paid to public officials for registration,
17 transfer, and titling fees.

18 19. Kolbe Honda's violations Civil Code Section 2982 were intentional.

19 20. Because of Kolbe Honda's failure to comply Civil Code Section 2982 the
20 purchase contract for the Honda Accord is not enforceable, and Plaintiff is entitled to
21 rescission of the contract and restitution of all amounts paid towards the Honda
22 Accord's purchase.

23 21. Plaintiff is also entitled to incidental and consequential damages, and his
24 attorney's fees, costs, and out-of-pocket expenses.

25 PRAYER FOR RELIEF

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1. For rescission of Plaintiff's purchase contract for the Honda Accord, and restitution from Kolbe Honda and American Honda Finance Corporation in the amount of \$22,343.20;
2. For general damages in an amount as proven at trial;
3. For pre judgment interest;
4. For attorney's fees, costs of suit, and out-of-pocket litigation-related expenses; and
5. For such other and further relief as the Court deems just and proper under the circumstances.

VACHON LAW FIRM
Attorney for Plaintiff Hagop Nalbandian

Date: March 15, 2013

Michael R. Vachon, Esq.