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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
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Clerk of the Superior Court  
By Angelina Nguyen-Do, Deputy Clerk

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 ORANGE COUNTY- CENTRAL JUSTICE CENTER

10 Judge David Chaffee

11 ASPEN POTTER, an individual,

12 Plaintiff,

13 v.

14 JUNO EQUIPMENT RENTALS, INC., a  
California corporation; and  
15 DOES 1 through 75,

16 Defendants.  
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Case No 30-2015-00788549-CU-BT-CJC

COMPLAINT FOR:

1. VIOLATION OF AUTOMOBILE SALES FINANCE ACT;
2. VIOLATION OF AUTOMOBILE SALES FINANCE ACT;
3. VIOLATION OF CONSUMERS LEGAL REMEDIES ACT (INJUNCTIVE RELIEF ONLY); AND
4. SELLING AUTOMOBILE ABOVE ADVERTISED PRICE; AND
5. UNFAIR COMPETITION (BUS. & PROF. CODE SECTION 17200)

1 SUMMARY

2 1. This lawsuit arises out of Plaintiff's purchase of a used 2004 Honda CR-V from  
3 Defendant Juno Equipment Rentals, Inc. (a used car dealer that does business under the  
4 fictitious business name "Public Motors So Cal").

5  
6 2. Public Motors So Cal illegally sold the Honda CR-V to Plaintiff for more than  
7 the price at which it was currently advertising the vehicle. Selling an automobile for more than  
8 its advertised price violates California Vehicle Code section 11713.1(e), 13 California Code of  
9 Regulations section 260.04(b), the Consumers Legal Remedies Act (Civ. Code § 1750 *et seq.*)  
10 (the "CLRA"), and Business & Professions Code Section 17200 *et seq.* (the "UCL"). Further,  
11 if a car dealership fails to disclose the difference between the advertised price and the selling  
12 price on the purchase contract (which Public Motors So Cal did not do in this case) then it  
13 also amounts to a violation of California's Automobile Sales Finance Act (Civil Code § 2981  
14 *et seq.*) (the "ASFA"). Public Motors So Cal also violated the ASFA by failing to make the  
15 required disclosures regarding Plaintiff's purchase of property insurance, through Public  
16 Motors So Cal, for the Honda CR-V.

17  
18 3. Plaintiff is entitled to rescind her purchase of the Honda CR-V, and has notified  
19 Public Motors So Cal that she has done so. As a result, Plaintiff is entitled to restitution equal  
20 to the amount that she paid towards the Honda CR-V's purchase contract.

21  
22 4. Plaintiff is not the only victim of Public Motors So Cal's illegal practice of selling  
23 automobiles for more than their advertised prices. Accordingly, Plaintiff is also entitled to a  
24 permanent injunction compelling Public Motors So Cal to cease this illegal practice.  
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28

1 PARTIES

2 5. Plaintiff Aspen Potter is an individual residing in Yorba Linda, California.

3  
4 6. Defendant Juno Equipment Rentals, Inc. is a California corporation that does  
5 business as a car dealership under the fictitious name "Public Motors So Cal" at 2114 East 1st  
6 Street, Santa Ana, California. Hereafter, Defendant Juno Equipment Rentals, Inc. is referred  
7 to as "Public Motors So Cal."  
8

9 7. Plaintiff does not know the true names and capacities, whether corporate,  
10 partnership, associate, individual, or otherwise, of defendants sued herein as Does 1 through  
11 75, inclusive, and thus names them under the provisions of Section 474 of the California Code  
12 of Civil Procedure. Defendants Does 1 through 75 are in some manner responsible for the  
13 acts set forth herein, and are legally liable to Plaintiff. Plaintiff will set forth the true names of  
14 the fictitiously-named defendants together with appropriate charging allegations when  
15 ascertained.  
16  
17

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

24 FACTS

25 9. Plaintiff alleges as follows, on information and belief, formed after an inquiry  
26 reasonable under the circumstances:  
27  
28

1           10.     On or about April 23, 2015, Plaintiff visited Public Motors So Cal at its lot at  
2 2114 East 1st Street, Santa Ana, California. While there she viewed and agreed to purchase  
3 from Public Motors So Cal that certain 2004 Honda CR-V with vehicle identification number  
4 JHLRD78874C053008 (the "Honda CR-V").  
5

6           11.     Prior to and on April 23, 2015, Public Motors So Cal advertised the Honda CR-  
7 V in various media, including but not limited to its Website, for an asking price of \$11,855.  
8 Such advertisements did not list an expiration date for this asking price.  
9

10          12.     Plaintiff expressed an interest in buying the Honda CR-V.

11          13.     In negotiating the purchase price of Honda CR-V, Public Motors So Cal  
12 concealed and failed to inform Plaintiff that it had previously been advertising Honda CR-V  
13 for an asking price of \$11,885. As a result, Plaintiff and Public Motors So Cal eventually agreed  
14 to a purchase price of \$11,932, *i.e.*, \$47 more than the asking price in Public Motors So Cal's  
15 advertisements for Honda CR-V.  
16  
17

18          14.     Public Motors So Cal prepared the retail installment sale contract for Honda  
19 CR-V. In preparing the purchase contract, Public Motors So Cal intentionally and falsely  
20 stated therein that the "Cash Price" of the Honda CR-V was \$11,932.  
21

22          15.     Public Motors So Cal presented the retail installment sale contract to Plaintiff for  
23 her to sign, telling Plaintiff that it accurately memorialized their agreement for the sale and  
24 purchase of Honda CR-V. Relying on these representations, Plaintiff signed the contract.  
25

26          16.     Public Motors So Cal's above-stated illegal conduct is fraudulent under Civil  
27 Code Section 3294, in that it intentionally misrepresented and concealed the advertised price  
28 of the Honda CR-V in order to trick Plaintiff into paying an inflated price.

1 FIRST CAUSE OF ACTION

2 Violation of Automobile Sales Finance Act

3 (Against all Defendants)

4  
5 17. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
6 through 16.

7  
8 18. The purchase contract for the Honda CR-V is a conditional sale contract subject  
9 to the ASFA.

10 19. Public Motors So Cal is a “seller” under the ASFA.

11 20. Plaintiff is a “buyer” under the ASFA.

12 21. The Honda CR-V is a “motor vehicle” under the ASFA.

13  
14 22. Civil Code Section 2982 requires that all motor vehicle purchase contracts  
15 subject to the ASFA must contain all of the disclosures required by Regulation Z (promulgated  
16 under the Federal Truth in Lending Act), regardless of whether Regulation Z applies.

17  
18 23. Both Regulation Z and ASFA, at Civil Code Section 2982(a), require that all  
19 motor vehicle purchase contracts subject to the ASFA contain an express disclosure of the  
20 “cash price” of the vehicle, which is defined to mean the amount for which the seller would  
21 willingly sell and transfer to the buyer unqualified title to the motor vehicle if it was sold for  
22 cash at the seller’s place of business on the date the contract is executed.

23  
24 24. On April 23, 2015, Public Motors So Cal advertised the Honda CR-V with an  
25 asking price of \$11,855.

26  
27 25. Under California Vehicle Code section 11713.1(e) and 13 California Code of  
28 Regulations section 260.04(b), licensed car dealerships are prohibited from selling automobiles

1 for more than their advertised prices, regardless of whether or not the buyers ever saw or  
2 mentioned such advertisements.

3  
4 26. Public Motors So Cal is a licensed car dealership in California.

5 27. Because Public Motors So Cal advertised the Honda CR-V with an asking price  
6 of \$11,855 it could not refuse to sell the vehicle at that price on April 23, 2015. Accordingly,  
7 \$11,855 was the “cash price” of the Honda CR-V on April 23, 2015.  
8

9 28. Notwithstanding the fact that the cash price of the Honda CR-V was \$11,855 on  
10 April 23, 2015, Public Motors So Cal intentionally and falsely disclosed in the Honda CR-V’s  
11 purchase contract that its cash price was \$11,932. Public Motors So Cal thereafter charged  
12 Plaintiff this inflated and illegal purchase price for the Honda CR-V.  
13

14 29. Public Motors So Cal’s violations of Civil Code Section 2982 were intentional.

15 30. Because of Public Motors So Cal’s failure to comply with Civil Code Section  
16 2982 the purchase contract for the Honda CR-V is not enforceable, and Plaintiff is entitled to  
17 rescission of the contract, has elected to rescind the contract, and is entitled to restitution of all  
18 amounts paid towards the Honda CR-V.  
19

20 31. Plaintiff is also entitled to her attorney's fees and costs.  
21

22 SECOND CAUSE OF ACTION

23 Violation of Automobile Sales Finance Act

24 (Against all Defendants)

25  
26 32. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
27 through 31.  
28

1           33.     The purchase contract for the Honda CR-V is a conditional sale contract subject  
2 to the ASFA.

3  
4           34.     Public Motors So Cal is a “seller” under the ASFA.

5           35.     Plaintiff is a “buyer” under the ASFA.

6           36.     The Honda CR-V is a “motor vehicle” under the ASFA.

7  
8           37.     Civil Code Section 2982 requires that all motor vehicle purchase contracts  
9 subject to the ASFA must contain all of the disclosures required by Regulation Z, regardless  
10 of whether or not Regulation Z applies.

11           38.     Both Regulation Z and ASFA require that all motor vehicle purchase contracts  
12 subject to the ASFA must contain an express and accurate disclosure of the total finance charge  
13 associated with the transaction.

14  
15           39.     Under both Regulation Z and ASFA the total finance charge associated with a  
16 transaction includes the premiums for any property insurance obtained through the seller,  
17 unless the seller provides a clear and specific written statement to the buyer setting forth (1)  
18 the cost of the insurance and (2) that the buyer is free to choose the insurance company from  
19 which such insurance will be obtained.

20  
21           40.     Public Motors So Cal forced Plaintiff to obtain property insurance for the Honda  
22 CR-V through Public Motors So Cal, and prior to doing so it did not provide Plaintiff with a  
23 written statement informing her of both the price of such insurance and that she was free to  
24 obtain it from any insurer she chose. As a result, the premiums for the insurance obtained  
25 through Public Motors So Cal were required to be included in the disclosure of the total finance  
26 charge associated with Plaintiff’s purchase of the Honda CR-V.  
27  
28

1 41. Public Motors So Cal’s disclosure of the finance charge in the Honda CR-V’s  
2 purchase contract did not include the amount of the insurance premiums for the insurance  
3 obtained through Public Motors So Cal. As a result, Public Motors So Cal violated the ASFA  
4 because its disclosure in the Honda CR-V’s purchase contract of the total finance charge was  
5 erroneous and understated.  
6

7 42. Because of Public Motors So Cal’s failure to comply with the ASFA, the  
8 purchase contract for the Honda CR-V is not enforceable, and Plaintiff is entitled to rescission  
9 of the contract, has elected to rescind the contract, and is entitled to restitution of all amounts  
10 paid towards the Honda CR-V.  
11

12 43. Plaintiff is also entitled to her attorney's fees and costs.  
13

### 14 THIRD CAUSE OF ACTION

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

16 (Against All Defendants)  
17

18 44. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
19 through 43.  
20

21 45. The Honda CR-V constitutes “goods” bought for use primarily for personal,  
22 family or household purposes.

23 46. Plaintiff is a “consumer” under the CLRA.

24 47. The advertisement and the sale of the Honda CR-V to Plaintiff, as well as the  
25 performance of that contract, are “transactions” under the CLRA.  
26

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



1 uses, benefits, or quantities which they do not have or that a person has sponsorship, approval,  
2 status, affiliation, or connection which he or she does not have; (ii) representing that goods or  
3 services are of a particular standard, quality, or grade, or that goods are of a particular style or  
4 model, if they are another; (iii) misrepresenting the source, sponsorship, approval, or  
5 certification of goods; (iv) advertising goods or services with intent not to sell them as  
6 advertised; and (v) representing that a transaction confers or involves rights, remedies, or  
7 obligations which it does not have or involve, or which are prohibited by law. The CLRA also  
8 prohibits omissions where there exists an independent legal requirement to make a statement  
9 or disclosure.

10  
11  
12  
13 49. Public Motors So Cal had a duty to disclose the prior advertised price of the  
14 Honda CR-V because (1) such disclosure was required by law and necessary in order to make  
15 its other statements not misleading; (2) it was a known material fact; (3) Public Motors So Cal  
16 knew that it had exclusive knowledge that was not accessible to Plaintiff; and (4) it was  
17 reasonable for Plaintiff to expect disclosure of such facts.

18  
19 50. Public Motors So Cal violated the CLRA by failing to disclose the Honda CR-  
20 V's advertised price to Plaintiff and selling the Honda CR-V to Plaintiff for more than its  
21 advertised price.

22  
23 51. Plaintiff is concurrently serving Public Motors So Cal with a CLRA notification  
24 and demand letter via certified mail, return receipt requested. The notice letter sets forth the  
25 relevant facts, notifies Public Motors So Cal of its CLRA violations, and requests that Public  
26 Motors So Cal promptly remedy those violations.  
27  
28



1           59.     The Honda CR-V is a “vehicle” under Vehicle Code section 11713.1.

2           60.     Vehicle Code section 11713.1(e) and 13 California Code of Regulations section  
3  
4     260.04(b) prohibit a dealer from selling an automobile to a consumer for more than the price  
5     at which the dealer previously advertised that vehicle, regardless of whether or not the  
6     consumer saw or mentioned the advertisement, unless the advertisement expressly states that  
7     the price was good for a specific time period only and that period of time has elapsed.

8  
9           61.     Public Motors So Cal sold the Honda CR-V to Plaintiff for a price greater than  
10    the asking in Public Motors So Cal’s current advertisements for the Honda CR-V. Accordingly,  
11    Public Motors So Cal’s sale of the Honda CR-V was an illegal transaction, and is an illegal and  
12    unenforceable contract.

13  
14           62.     Plaintiff is entitled to rescind the Honda CR-V’s purchase contract because it is  
15    an illegal contract, and hereby does rescind the contract. Plaintiff is entitled to restitution of  
16    all amounts paid towards the Honda CR-V, and to incidental and consequential damages.

17  
18           63.     Plaintiff is also entitled to punitive damages because Public Motors So Cal  
19    intentionally and fraudulently failed to sell the Honda CR-V to her for its advertised price.

20   FIFTH CAUSE OF ACTION

21   Unfair Competition

22   (Against All Defendants)

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24           64.     Plaintiff hereby incorporates by reference the allegations in Paragraphs 1  
25    through 63.  
26  
27  
28

1           65.     Public Motors So Cal’s acts, omissions, misrepresentations, practices, and non-  
2 disclosures constituted unlawful, unfair, and fraudulent business acts and practices within the  
3 meaning of California Business & Professions Code Sections 17200 *et seq.*  
4

5           66.     Public Motors So Cal has engaged in “unlawful” business acts and practices by:  
6 (1) selling automobiles for more than their advertised prices; and (2) concealing and failing to  
7 disclose its vehicles’ advertised prices to consumers. These acts and practices were intended  
8 to and did violate the ASFA, the CLRA, and Civil Code Section 1709.  
9

10           67.     Public Motors So Cal also engaged in “fraudulent” business acts or practices in  
11 that the representations and omissions of material fact described above have a tendency and  
12 likelihood to deceive the general public.  
13

14           68.     Public Motors So Cal also engaged in “unfair” business acts or practices in that  
15 the justification for selling vehicles based on the misrepresentations and omissions of material  
16 fact delineated above is outweighed by the gravity of the resulting harm, particularly  
17 considering the available alternatives, and offends public policy, is immoral, unscrupulous,  
18 unethical, and offensive, or causes substantial injury to consumers.  
19

20           69.     The above described unlawful, fraudulent, or unfair business acts and practices  
21 conducted by Public Motors So Cal continue to this day and present a threat to Plaintiff and  
22 the general public in that Public Motors So Cal has failed to publicly acknowledge the  
23 wrongfulness of its actions and provide full equitable injunctive and monetary relief as required  
24 by law.  
25  
26

27           70.     Pursuant to California Business & Professions Code Section 17203, Plaintiff is  
28 entitled to and seeks a permanent injunction from this Court requiring Public Motors So Cal

1 to immediately cease such acts of unfair competition and enjoining Public Motors So Cal from  
2 continuing to conduct business via the unlawful, fraudulent, and/or unfair business acts and  
3 practices set forth in this Complaint and from failing to fully disclose the true nature of its  
4 misrepresentations, and ordering Public Motors So Cal to engage in a corrective notice and  
5 advertising campaign.  
6

7  
8 PRAYER FOR RELIEF

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

- 10 1. For permanent injunctive relief as requested herein;  
11 2. For the declaratory and/or equitable relief as requested herein;  
12 3. For rescission of Plaintiff's \$17,765.08 purchase contract for the Honda CR-V,  
13 and restitution, as requested above;  
14 6. For pre judgment interest;  
15 7. For attorney's fees, costs of suit, and out-of-pocket litigation-related expenses;  
16 and  
17 8. For such other and further relief as the Court deems just and proper under the  
18 circumstances.  
19  
20  
21  
22

23 VACHON LAW FIRM

24 Date: May 6, 2015

25 /s/  
26 Michael R. Vachon, Esq.  
27 Attorney for Plaintiff Aspen Potter  
28