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ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 03 2015

Sherri R. Carter, Executive Officer/Clerk
By Steven Orozco, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES - NORTH VALLEY JUDICIAL DISTRICT
11 CHATSWORTH COURTHOUSE

12 ISABEL ADAMS, an individual,

13 Plaintiff

14 v.

15 JAGUAR LAND ROVER NORTH AMERICA,
16 LLC, a Delaware limited liability company; and
17 DOES 1 through 75,

18 Defendants.

Case No.: PC056537

COMPLAINT FOR:

1. BREACH OF EXPRESS WARRANTY;
AND
2. BREACH OF IMPLIED WARRANTY

AUG 03 2015

1 **I. SUMMARY**

2 1. This is a "lemon law" lawsuit relating to a defective 2015 Land Rover Evoque 5. The
3 Land Rover suffers from a defect which causes its check-engine warning light to illuminate. Because the
4 purpose of the check-engine light is to inform the driver that he or she must *immediately* take the vehicle
5 in for repair, the defect prevents Plaintiff from having the safe, reliable use of her vehicle. Plaintiff has
6 taken the Land Rover in for repair of this defect on at least four occasions, but Defendant Jaguar Land
7 Rover North America, LLC has been either unwilling or unable to remedy the defect.

8 2. Under the Song-Beverly Consumer Warranty Act (Civ. Code § 1790 *et seq.*) (*i.e.*, the
9 “California lemon law” statute), Plaintiff is entitled to have her vehicle repurchased by Defendant, and
10 she is also entitled to compensatory damages, a civil penalty, and her attorney’s fees, costs, and expenses.

11 **II. PARTIES**

12 3. Plaintiff Isabel Adams is an individual residing in Granada Hills, California.

13 4. Defendant Jaguar Land Rover North America, LLC (hereafter the “Jaguar Land Rover
14 N.A.”), is a Delaware limited liability company that does business throughout this State, including Los
15 Angeles County.

16 5. Plaintiff does not know the true names and capacities, whether corporate, partnership,
17 associate, individual or otherwise of Defendants sued herein as Does 1 through 75, inclusive, under the
18 provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10,
19 inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and
20 are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names
21 and capacities of the fictitiously named Defendants together with appropriate charging allegations when
22 ascertained.

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

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1 **III. FACTS**

2 7. On or about February 24, 2015, Plaintiff leased that certain new 2015 Land Rover Evoque
3 5 with vehicle identification number SALVP2BG0FH027922 (the "Land Rover") from the car dealership
4 "Land Rover Jaguar Ventura" in Ventura, California.

5 8. Plaintiff's lease of the Land Rover was accompanied by Jaguar Land Rover N.A.'s express
6 warranty and implied warranty of merchantability.

7 9. Thereafter, Plaintiff returned the Land Rover to Jaguar Land Rover N.A.'s authorized
8 repair facilities on at least four occasions for repair of a defect that repeatedly and consistently causes the
9 Land Rover's check-engine light to illuminate (hereafter the "Defect"). The Defect prevents Plaintiff
10 from enjoying the safe, reliable use of the Land Rover because the purpose of the check-engine light is
11 to inform the driver that he or she must immediately take the vehicle in for repair. It also substantially
12 impairs the Land Rover's market value.

13 10. On each occasion that Plaintiff sought repair of the Defect, Jaguar Land Rover N.A.'s
14 authorized repair facilities returned the Land Rover to Plaintiff without properly diagnosing and repairing
15 the Defect. Despite the numerous repair attempts, Jaguar Land Rover N.A. has never properly repaired
16 the Land Rover and it still suffers from the Defect.

17 **FIRST CAUSE OF ACTION**

18 **BREACH OF EXPRESS WARRANTY**

19 11. Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 10.

20 12. Jaguar Rover N.A. is the warrantor of the Land Rover's express warranty.

21 13. Pursuant to the Land Rover's express warranty, Warrantor undertook to preserve or
22 maintain the utility or performance of the Land Rover or provide compensation if there was a failure in
23 such utility or performance.

24 14. The Land Rover has and has had serious defects and nonconformities to warranty
25 including, but not limited to, the Defect described above.

1 15. Under the California lemon law statute, the Land Rover is a "consumer good" leased
2 primarily for personal, family, and household purposes, and Plaintiff has used the Land Rover primarily
3 for those purposes.

4 16. Plaintiff is a "buyer" of consumer goods under the California lemon law statute.

5 17. The foregoing defects and nonconformities to warranty manifested themselves within the
6 applicable express warranty period. The nonconformities substantially impair the use, value and/or safety
7 of the Land Rover.

8 18. Plaintiff delivered the Land Rover to Jaguar Land Rover N.A.'s authorized repair facilities
9 for repair of the Defect on numerous occasions.

10 19. Jaguar Land Rover N.A.'s authorized repair facilities have been unable to conform the
11 Land Rover to the applicable express warranties after a reasonable number of repair attempts.

12 20. By failure of Jaguar Land Rover N.A. to remedy the Defect, or to issue a refund or
13 replacement, Jaguar Land Rover N.A. is in breach of its obligations under the California lemon law
14 statute.

15 21. Plaintiff is entitled to justifiably revoke acceptance of Land Rover under the California
16 lemon law statute, and hereby does so.

17 22. Under the California lemon law, Plaintiff is entitled to reimbursement of all payments
18 made towards the Land Rover (less the amount directly attributable to Plaintiff's use of the Land Rover
19 prior to discovery of the nonconformities).

20 23. Plaintiff is also entitled to damages resulting from Jaguar Land Rover N.A.'s failure to
21 comply with its obligations under the California lemon law statute.

22 24. Plaintiff is further entitled under the California lemon law to recover as part of the
23 judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees,
24 reasonably incurred in connection with the commencement and prosecution of this action.

25 25. In addition to the other amounts recovered, Plaintiff is also entitled to a civil penalty of
26 up to two times the amount of actual damages because Jaguar Land Rover N.A. willfully failed to comply
27 with its responsibilities under the California lemon law statute.

1 SECOND CAUSE OF ACTION

2 BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

3 26. Plaintiff hereby incorporates by reference the allegations in Paragraphs 1 through 25.

4 27. Plaintiff's purchase of the Land Rover was accompanied by Jaguar Land Rover N.A.'s
5 implied warranty of merchantability.

6 28. The implied warranty of merchantability means and includes that the Land Rover will
7 comply with each of the following requirements: (1) it would pass without objection in the trade under
8 the contract description; (2) it is fit for the ordinary purposes for which such goods are used; (3) it was
9 adequately contained, packaged, and labeled; and (4) it conforms to the promises or affirmations of fact
10 made on the container or label.

11 29. The Land Rover's Defect constitute a breache of the implied warranty of merchantability
12 because the Land Rover (1) would not pass without objection in the trade under the contract description,
13 (2) is not fit for the ordinary purposes for which such goods are used, (3) was not adequately contained,
14 packaged, and labeled, and (4) does not conform to the promises or affirmations of fact made on the
15 container or label.

16 30. Plaintiff has notified Jaguar Land Rover N.A. of the Land Rover's Defect.

17 31. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Land Rover,
18 and is entitled to rescind the Land Rover's purchase contract and to restitution of all money paid towards
19 the Land Rover's purchase contract.

20 32. Plaintiff has been proximately damaged by Jaguar Land Rover N.A.'s failure to comply
21 with their obligations under the implied warranty or merchantability.

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

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1 IV. PRAYER FOR RELIEF

2 Plaintiff prays for judgment against Jaguar Land Rover N.A., as follows:

- 3 1. For an order compelling Jaguar Land Rover N.A. to make restitution to Plaintiff under
4 the California lemon law in amount equal to the total amounts paid and payable under the Land Rover's
5 lease contract;
- 6 2. For a civil penalty of \$50,322 as permitted under the California lemon law statute;
- 7 3. For general damages of \$5,000;
- 8 4. For prejudgment interest at the legal rate;
- 9 5. For attorney's fees, costs of suit, and out-of-pocket expenses; and
- 10 6. For such other and further relief as the Court deems just and proper under the
11 circumstances.

12 VACHON LAW FIRM

13 Date: July 29, 2015



14 Michael R. Vachon, Esq.
15 Attorney for Plaintiff Isabel Adams
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