

OCT 15 2020

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF VENTURA

10
11 NICOLE LONG, an individual,
12 Plaintiff,

13 v.

14 GENERAL MOTORS, LLC, and DOES
1 through 10, inclusive,
15 Defendants.
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Case No.

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

19 *Assigned for all purposes to the Hon.*
20 *in Dept.*

21 Plaintiff NICOLE LONG, alleges as follows:

22 **GENERAL ALLEGATIONS**

23 1. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 defendant GENERAL MOTORS, LLC is and was a limited liability company registered to do
25 business in the State of California and doing business in the County of Ventura.

26 2. The true names and capacities of Does 1 through 10, inclusive, are not known
27 to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names.
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1 Plaintiff will amend this Complaint to allege the true names and capacities of such defendants
2 when they are ascertained.

3 3. Each of the defendants in this case acted as the principal, agent, employee or
4 other authorized representative in relation to the other; all defendants acted at all times mentioned
5 in this Complaint within the course and scope of their respective authority and with the full
6 knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes,
7 and thereon alleges, that at all acts of corporate employees as hereinafter alleged were authorized
8 or ratified by an officer, director or managing agent of the corporate employer.

9 4. On or about August 30, 2020, plaintiff purchased a 2021 Chevrolet Tahoe, VIN
10 1GN5CSKD8MR121024 (hereinafter referred to as the "subject vehicle").

11 5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act")
12 Civil Code sections 1790 et seq., the aforementioned subject vehicle constitutes a "new motor
13 vehicle."

14 6. Plaintiff is a "buyer" of consumer goods under the Act.

15 7. Defendant GENERAL MOTORS, LLC is a "manufacturer".

16 8. Defendant GENERAL MOTORS, LLC offered an "express warranty" to
17 plaintiff pursuant to the Act.

18 9. The sale of the aforementioned subject vehicle to plaintiff was accompanied by
19 an implied warranty that the vehicle was merchantable. The sale of the aforementioned subject
20 vehicle was also accompanied by defendant GENERAL MOTORS, LLC's implied warranty of
21 fitness.

22 10. The subject vehicle has suffered from nonconformity(s) to warranty to,
23 including, but not limited to the service safety restraint system, seatbelt, and other defects. The
24 foregoing defect(s) and nonconformity(s) to warranty manifested itself within the applicable
25 express warranty period.

26 11. Plaintiff delivered the aforementioned subject vehicle to an authorized
27 GENERAL MOTORS, LLC service and repair facility for repair of the aforementioned
28 nonconformities on numerous occasions.

1 12. Defendant has been unable and/or has refused to conform the subject vehicle to
2 the applicable express and implied warranties under the Act after a reasonable number of
3 attempts. Therefore, the aforementioned nonconformities substantially impair the use, value
4 and/or safety of the subject vehicle to plaintiff.

5 13. Defendant GENERAL MOTORS, LLC has an affirmative obligation under the
6 Act to repurchase the subject vehicle and make restitution.

7 14. Notwithstanding plaintiff's entitlement to a repurchase under the Act and
8 defendant GENERAL MOTORS, LLC's knowledge of that entitlement through GENERAL
9 MOTORS, LLC's internal repair and warranty records, defendant intentionally refused to comply
10 with its obligations under the Act to repurchase the subject vehicle and make restitution.

11 15. By failure of the defendant to comply with its obligations under the Act to
12 repurchase the subject vehicle and make restitution, defendant is in breach of its obligations under
13 the Act.

14 16. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned
15 subject vehicle under the Act.

16 17. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid
17 for the subject vehicle less that amount directly attributable to use by the plaintiff prior to the
18 discovery of the nonconformities.

19 18. Plaintiff is entitled to all incidental, consequential and general damages
20 resulting from defendant's failure to comply with its obligations under the Act.

21 19. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal
22 to the aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred in
23 connection with the commencement and prosecution of this action.

24 20. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to
25 two times the amount of actual damages in that defendant has willfully failed to comply with its
26 responsibilities under the Act:

27 **WHEREFORE**, plaintiff prays for judgment against defendant as follows:

28 A. For rescission of the contract and restitution of all consideration;

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- B. For diminution in value;
- C. For actual compensatory and general damages according to proof at time of trial;
- D. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;
- E. For pre-judgment interest from the date of rescission;
- F. For attorneys' fees incurred herein according to proof;
- G. For costs of suit and expenses, according to proof; and,
- H. Such other relief the Court deems appropriate.

Date: October 15, 2020

LEMON LAW AID, INC.

By: _____

JOSEPH A. KAUFMAN
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Attorneys for Plaintiff
NICOLE LONG