SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

ROLLS-ROYCE NORTH AMERICA, INC., a Delaware Corporation; (additional parties attachment form is attached)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

THE LAW OFFICES OF RONALD RICHARDS & ASSOCIATES, A.P.C., a California professional corporation

FOR COURT USE ONLY
CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 1 9 2010

John A Clarke, Executive Officer/Clerk

By Jennifer Denham. Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles Superior Court-West Dist.

CASE NUMBER: (Número del Caso): SC110437

1725 Main St

Santa Monica, CA 90401

The name, address, and telephone number of plaintiffs attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

| Ronald Richards | Esq. | P.O. | Roy | 11/480 | Reverly | Hills | CA | 90213 | 310 | 556 | 1001 | 310 | 277 | 3325 | foy

El Hollioto, la allocolori y ol m	amore de telerene del aseguae del delmandante, e del delmandante que no tiene aseguae, es	
Ronald Richards, Esq., I	P.O. Box 11480, Beverly Hills, CA 90213, 310-556-1001, 310-277-3325 fax	
DATE: 19 2010	Clerk, by (Secretario) mmons, use 1906 of Service of Summons (form POS-010).)	, Deputy _ <i>(Adjunto)</i>
(For proof of service of this sui	mmons, use 100 of Service of Summons (form POS-010).)	
(Para prueba de entrega de es	sta citatión use el formulario Proof of Service of Summons, (POS-010)).	
[SEAL]	NOTICE TO THE PERSON SERVED: You are served 1 as an individual defendant. 2 as the person sued under the fictitious name of (specify):	
	3. on behalf of (specify):	
	under: CCP 416.10 (corporation) CCP 416.60 (minor) CCP 416.20 (defunct corporation) CCP 416.70 (conservate CCP 416.40 (association or partnership) CCP 416.90 (authorized	•
	other (specify): 4. by personal delivery on (date):	

Page 1 of 1

	SUM-200(A
SHORT TITLE:	CASE NUMBER:
Law Offices of Ronald Richards et. al. vs. Rolls Royce et. al.	
INSTRUCTIONS FOR USE	
 → This form may be used as an attachment to any summons if space does not permit → If this attachment is used, insert the following statement in the plaintiff or defendant Attachment form is attached." 	
List additional parties (Check only one box. Use a separate page for each type of page	arty.):
☐ Plaintiff ✓ Defendant ☐ Cross-Complainant ☐ Cross-Def	fendant
1. O'GARA COACH COMPANY, LLC., a California limited liability	- 0
2. TIM O'HARA, individually, and DOES 1 through 100, in	clusive.

Page 2 of 2

CONFORMED COPY OF ORIGINAL FILED

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Los Angeles Superior Court

NOV 1 9 2010

John A Clarke, Executive Officer/Clark

By Jennifer Denham. Deputy

Ronald Richards, Esq. (SBN 176246) Nicholas Bravo, Esq. (SBN 264299)

2 | THE LAW OFFICES OF

RONALD RICHARDS & ASSOCIATES, A.P.C.

P.O. Box 11480

Beverly Hills, CA 90213

Telephone (310) 556-1001 Facsimile (310) 277-3325

5 Attorneys for Plaintiff,

THE LAW OFFICES OF

RONALD RICHARDS & ASSOCIATES, A.P.C.,

CASE MANAGEMENT CONFERENCE

MAR 0 9 2011

Date W

SUPERIOR COURT OF THE STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES-WEST DISTRICT

Richard A. Stone

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THE LAW OFFICES OF RONALD RICHARDS & ASSOCIATES, A.P.C., a California professional corporation.

Plaintiff,

VS.

ROLLS-ROYCE NORTH AMERICA, INC., a Delaware Corporation; O'GARA COACH COMPANY, LLC., a California limited liability company; TIM O'HARA, individually, and DOES 1 through 100, inclusive,

Defendant.

CASE NO.

SC110437

COMPLAINT FOR DAMAGES

- (1) DECEPTIVE PRACTICES IN VIOLATION OF CALIFORNIA CIVIL CODE §1770(a) OF TITLE 1.5, THE CONSUMERS LEGAL REMEDY ACT
- (2) INTENTIONAL MISREPRESENTATION
- (3) NEGLIGENT MISREPRESENTATION

[JURY TRIAL REQUESTED]

Plaintiff THE LAW OFFICES OF RONALD RICHARDS & ASSOCIATES, A.P.C.,

identified as ("Plaintiff") complains and alleges as follows:

- 1. Plaintiff THE LAW OFFICES OF RONALD RICHARDS & ASSOCIATES, A.P.C., a professional corporation ("Plaintiff" or "RICHARDS"), at all times mentioned herein was, and now is, a professional corporation licensed and registered to do business in the State of California, bearing entity number C3075130.
- 2. Plaintiff is informed and believes, and on that basis alleges, that defendant ROLLS-

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Complaint

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ROYCE NORTH AMERICA, INC., ("Defendant" or "RRNA"), at all times herein relevant was, and now is, a Delaware corporation licensed and registered to do business in the State of California, bearing entity number C2342808.

- 3. Plaintiff is informed and believes, and on that basis alleges, that defendant O'GARA COACH COMPANY, LLC., ("Defendant" or "OGARA"), at all times herein relevant was, and now is, a California limited liability company licensed and registered to do business in the State of California, bearing entity number 199722610009.
- 4. TIM O'HARA ("Defendant" or "OHARA") is the general manager of OGARA and an individual who resides in the County of Los Angeles.
- The true names and capacities, whether individual, corporate, associate or otherwise, of defendants named herein as DOES 1 through 100, inclusive, are unknown to Plaintiff at this time, who therefore sues said defendants by such fictitious names. Plaintiff is informed and believes and therefore alleges that each of the defendants designated herein by fictitious name is in some manner responsible for the events and happenings herein referred to, and caused damages proximately and foreseeable thereby to Plaintiff as hereinafter alleged. Plaintiff asks leave of the Court to amend this Complaint when the true names and capacities have been ascertained.
- 6. That at all times herein mentioned, each and every defendant herein was the agent, servant, employee, partner or joint venturer of the other defendants herein; that at all said times, each of said defendants was acting within the course and scope of said agency, service, employment, partnership and joint venture.

FACTUAL BACKGROUND

- On or about February 28, 2009, Plaintiff RICHARDS was at defendant OGARA's place of business, located at 8833 W. Olympic Blvd., Beverly Hills, CA 90211, for the purpose of inquiring into the possible lease and/or sale of a new automobile. At that time, RICHARDS was being attended to by salesperson/general manager Tim O'Hara.
- 8. RICHARDS became interested at OHARA's suggestion in a Phantom Rolls Royce defendant OGARA had for lease and/or sale. Plaintiff RICHARDS and Defendant

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11.

12.

OGARA, entered into a Motor Vehicle Lease Agreement ("Lease"), in which Plaintiff/lessee RICHARDS, was to lease a 2007 Rolls Royce Phantom automobile bearing vin no. SCA1S68517UX08530 ("Vehicle"), from Defendant OGARA.

- At a time prior to having executed the Motor Vehicle Lease Agreement, Tim O'Hara, general manager and salesperson for defendant OGARA, verbally explained to Ronald Richards, agent and member of plaintiff RICHARDS, that at some specific date in the near future, the television sets installed inside of the Vehicle would no longer operate due to the fact they were not "digitally" ready and/or compatible. At that time, Mr. O'Hara, expressly represented and promised that at that time when the Vehicle's television sets are no longer operable, that Defendants would either replace the non-functioning obsolete (analogue) televisions or install a converter so that the televisions would properly function and be compatible with a "digital" signal or frequency. Mr. O'Hara represented said remedies would be at no additional cost to Plaintiff/lessee as part of his agreement to lease the Vehicle. Subsequent to that representation, Plaintiff then executed the Lease with confidence that Defendants would repair or replace the televisions in the Vehicle at a future date upon them becoming non-operable.
- 10. Plaintiff assumed that since he was dealing with one of the most reputable dealerships in Los Angeles that they would stand behind their products and representations. OHARA was very aware that the televisions were a big part of this purchase.
 - At some point, on or before May 12, 2010, Plaintiff notified Defendants that the televisions installed inside of the Vehicle were no longer operable. Plaintiff requested, pursuant to his previous understanding with Tim O'Hara, that the defendants either replace the television sets or install the converter necessary to make the current television sets operable again with the new "digital" signal or frequency at no cost to Plaintiff. Defendants refused to remedy the non-operable televisions installed within Plaintiff's Vehicle at no costs to Plaintiff even though Plaintiff was still performing his obligations under the Lease.
- 12. On May 12, 2010, Plaintiff served a letter via U.S. 1st Class mail, facsimile, and Certified

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SECOND CAUSE OF ACTION

(INTENTIONAL MISREPRESENTATION against OGARA AND OHARA, and DOES 1 through 100)

- 21. Plaintiff re-alleges paragraphs 1-20.
- 22. Plaintiff alleges that defendants OGARA and OHARA fraudulently misrepresented their intent to have the manufacturer replace the TV monitors that they knew were going to be inoperable shortly after purchase.
- A. Defendants falsely told Plaintiff the TV's would be converted upon the change over from analog to digital. Subsequent to receiving Plaintiff's complaint after the TV's become inoperable, defendants falsely told Plaintiff they were working on fixing it with defendant RRNA to lull Plaintiff to keep the lease. Almost 21 months have passed and nothing has happened. Defendants just ignored Plaintiff when he attempted to contact them;
- B. The defendants had knowledge of the truth of the matters misrepresented as set forth above and knew that the representations were false and failed to disclose their misleading statements were false;
- C. The defendant intended the false representations and non disclosures to deceive the Plaintiff and to induce the plaintiff, acting in reliance upon the representation and non disclosures, to purchase the vehicle and to continue paying the lease;
- D. The Plaintiff relied on the defendant's false representation or nondisclosure in deciding to purchase the vehicle and to continue paying the lease;
- E. The Plaintiff was justified in relying on the defendant's false representations or non disclosures.
- F. The representations and omissions were a substantial factor in causing injury to the Plaintiff.
- 22. The above mentioned actions were wonton and willful and warrant exemplary damages.

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THIRD CAUSE OF ACTION 1 (NEGLIGENT MISREPRESENTATION against OGARA AND OHARA, and DOES 1 2 through 100) 3 Plaintiff re-alleges paragraphs 1-22. 23. 4 Plaintiff alleges it was harmed because OHARA and OGARA negligently misrepresented 24. 5 important facts as set forth in ¶1-22. 6 A. Plaintiff contends that OHARA and OGARA represented facts as set forth in \$1-22 7 that were untrue; 8 B. OHARA's and OGARA's representations were not true; 9 C. That although OHARA and OGARA may have honestly believed that the 10 representations were true, they had no reasonable grounds for believing the representations were 11 true when they made them; 12 D. That the defendants intended that the Plaintiff rely on these representations; 13 E. That Plaintiff reasonably relied on defendants' representations; 14 F. That Plaintiff was harmed; and 15 G. That Plaintiff's reliance on defendants' representation was a substantial factor in 16 causing it harm. 17 PRAYER FOR RELIEF 18 WHEREFORE, Plaintiff prays for judgment against defendants, and each of them, as 19 hereinafter set forth below as follows: 20 21 On the first cause of action: 22 1. For general damages in the amount of \$150,000.00; 23 2. An Order enjoining defendants from continuing in deceptive sales practices; 24 3. Restitution of property; 25 4. Punitive damages and any applicable treble damages; 26 5. Costs of suit 27 6. Prejudgment interest; 28

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LAW OFFICES OF

Ronald Richards and Associates

A Professional Corporation 310-556-1001 Office 310-277-3325 Fax Mailing Address
P. O. Box 11480
Beverly Hills, CA
90213

EMAIL: <u>NICK@RONALDRICHARDS.COM</u> WEBSITE: WWW.RONALDRICHARDS.COM European Office
Schneeweiss & Partner
Oliver Löwell
Frankfurt, Germany

May 12, 2010

SENT VIA U.S. MAIL & CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO:

O'Gara Coach Company 8833 West Olympic Blvd. Beverly Hills, CA 90211 telephone- 888.291.5533 facsimile- 310.652.9656

Rolls-Royce North America Inc. 1875 Explorer Street, Suite 200 Reston, VA 20190 telephone- 703-834-1700 facsimile- 703-709-6086

Re:

Client: Law Offices of Ronald Richards & Associates, A.P.C.

Vehicle:

2007 Phantom Rolls Royce, 4D.

VIN #:

SCA1S68517UX08530

NOTICE OF VIOLATION OF CALIFORNIA LAW, INCLUDING BUT NOT LIMITED TO, THE CONSUMERS LEGAL REMEDIES ACT.

To Whom It May Concern,

As an associate of this firm, have been appointed by Ronald Richards to prosecute this firm's claims against you regarding the purchase of the above identified vehicle. I am writing to set forth the facts of this case, to cite applicable law, and to provide you your statutory right to resolve all Consumers Legal Remedies Act ("CLRA") claims. Additionally, all further communications intended for my client must be directed to me at this office.

Facts

My client purchased a 2007 Rolls Royce Phantom, License Nunber 5Z0X005, on March 16, 2009 at O'Gara Coach Company. His salesperson was the general manager, Tim O'Hara. Mr. O'Hara represented at the time of sale that due to the change in television signals from analog to digital, the TV's in the vehicle would be effected. He represented that Rolls Royce would be providing a converter at no cost to my client. It has been six months and no converter has been provided at all.

Applicable Law

O'Gara's actions, as set forth above, violate the Consumers Legal Remedies Act (Cal. Civil Code § 1750 et seq.) ("CLRA").

Specifically, the CLRA prohibits the following unfair and deceptive acts: (2) Misrepresenting the source, sponsorship, approval, or certification of goods or services; (5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he or she does not have; (9) Advertising goods or services with intent not to sell them as advertised; (16) Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not. *Cal. Civ. Code. § 1770 (a)*. Additionally violations of the California Vehicle Code constitute violations of the CLRA. *Cal. Veh. Code. § 11713.18 (b)*.

In this case O'Gara violated state statutes and regulations relating to the sale of the certified used vehicles. Here O'Gara failed to (1) provide an automobile with an up-to-date television system, digitally-ready, (2) or a converter at no cost to my client so the TV's are operable in the vehicle.

This problem has to be resolved in the next 30 days, by law, or my client shall be entitled to file suit for damages with attorney's fees and seek recision of his sale's / lease contract.

Please do not hesitate to contact us at any time for any further assistance in this matter.

Finally, you are hereby on notice to preserve all electronic and hard copies of all documents, communications, and transactions reagrding my client and the 2007 Phantom Rolls Royce identified above. This includes all internet web inquiries, email communications, voice mail records, recorded conversations, sales files documents, financing inquiries, auction records, video and audio records of any sort, computer data, etc.

Very truly yours,

LAW OFFICES OF

RONALD RICHARDS & ASSOCIATES, A.P.C.

XVICHOLAS BRAVO, Esq.

TRANSMISSION OK

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LAW OFFICES OF

Ronald Richards and Associates

A Professional Corporation 310-556-1001 Office 310-277-3325 Fax Mailing Address P. O. Box 11480 Beverly Hills, CA 90213

EMAIL: <u>NICK@RONALDRICHARDS.COM</u>
WEBSITE: WWW.RONALDRICHARDS.COM

European Office
Schneeweiss & Parmer
Oliver Löwell
Frankfurt, Germany

May 12, 2010

SENT VIA U.S. MAIL & CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO:

O'Gara Coach Company 8833 West Olympic Blvd. Beverly Hills, CA 90211 telephone- 888.291.5533 facsimile- 310.652.9656

Rolls-Royce North America Inc. 1875 Explorer Street, Suite 200 Reston, VA 20190 telephone- 703-834-1700 facsimile- 703-709-6086

Re:

Client: Law Offices of Ronald Richards & Associates, A.P.C.

Vehicle:

2007 Phantom Rolls Royce, 4D.

VIN #:

SCA1S68517UX08530

NOTICE OF VIOLATION OF CALIFORNIA LAW, INCLUDING BUT NOT LIMITED TO, THE CONSUMERS LEGAL REMEDIES ACT.

To Whom It May Concern,

As an associate of this firm, have been appointed by Ronald Richards to prosecute this firm's

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. 	A. Received by (Please Print Clearly) B. Date of Delivery
 Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, 	C. Signature Agent
or on the front if space permits. 1. Article Addressed to:	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
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1875 Explorer street, suite 200	
Asston, UA 20190	3. Service Type
	_
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2. Article Number (Copy from service lab€ 7□□□	7009 0960 0000 9160 4753
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PS Form 3800. August 2006 Se.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print vour name and address on the record 	A. Received by (Please Print Clearly) B. Date of Deliver
so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	C. Signature// D. Agent
1. Article Addressed to:	D. 19 delivery address different from Item 1? Tyes If YES, enter delivery address below:
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