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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY \_\_\_\_\_

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LINDA PALACIOS, SONIA  
PALACIOS, and FERNANDO  
PALACIOS, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

v.

HYUNDAI MOTOR AMERICA;

Defendant.

Case Number:

SACV13-00075- CJC  
CANX**CLASS ACTION COMPLAINT**

- (1) **Violations of California  
Consumer Legal Remedies Act**
- (2) **Violations of Unfair Business  
Practices Act**
- (3) **Breach of Implied Warranty**
- (4) **Breach of Written Warranty  
Under the Magnuson-Moss  
Warranty Act, 15 U.S.C. §  
2301 et seq.**
- (5) **Breach of Express Warranty**

1 Plaintiffs Linda Palacios, Sonia Palacios, and Fernando Palacios (collectively  
2 "Plaintiffs") bring this action, on behalf of themselves and all others similarly  
3 situated, against Defendant Hyundai Motor America ("Hyundai"), and allege as  
4 follows:

5 **NATURE OF THE CASE**

6 1. The sunroof assembly installed in Hyundai Veloster 2012 and 2013  
7 model year vehicles equipped with a panoramic sunroof ("Class Vehicles") suffers  
8 from one or more design and/or manufacturing defects that causes the sunroofs to  
9 explode without warning (the "Exploding Sunroof Defect"). Although defects in  
10 material, manufacturing, and workmanship are covered by Hyundai's New Vehicle  
11 Limited Warranty, Hyundai has failed to adequately repair the Exploding Sunroof  
12 Defect under warranty.

13 2. Hyundai knows of the Exploding Sunroof Defect and knows that  
14 consumers are not aware of the risk that their sunroofs could explode without  
15 warning. Nevertheless, Hyundai refused to acknowledge that there was any  
16 problem for over a year and has recently issued only a partial recall limited to 2012  
17 Veloster vehicles manufactured from November 1, 2011 through April 17, 2012.  
18 Hyundai has still not informed current owners and lessees of other Class Vehicles  
19 about the Exploding Sunroof Defect, has not disclosed the Exploding Sunroof  
20 Defect to purchasers and lessors of 2013 model Class Vehicles, and continues to  
21 market and promote the 2013 model Class Vehicles as safe.

22 3. The Class Vehicles present a safety hazard and are unreasonably  
23 dangerous to consumers. The Exploding Sunroof Defect can cause glass to fly  
24 throughout the car at high speed and without warning, putting passengers at risk of  
25 physical injury. The explosion and flying glass can also injure or startle the driver,  
26 thereby contributing to car accidents, which can cause personal injury or death.



1           9. Plaintiff Sonia Palacios is a citizen and resident of McAllen, Texas,  
2 located in the County of Hidalgo.

3           10. Plaintiff Fernando Palacios is a citizen and resident of McAllen,  
4 Texas, located in the County of Hidalgo.

5           11. Defendant, Hyundai Motor America, is a corporation organized under  
6 the laws of the State of California and has its principal place of business at 10550  
7 Talbert Ave., Fountain Valley, California 92708. Hyundai Motor America is the  
8 U.S. sales, marketing, and distribution subsidiary of its Korean parent company,  
9 Hyundai Motor Co. Hyundai Motor America is responsible for importing,  
10 marketing, advertising, distributing, selling, leasing, warranting, and servicing  
11 Hyundai vehicles in the United States. Hyundai Motor America may be served  
12 through its registered agent, National Registered Agents, Inc., at 2975 Michelle  
13 Drive, Suite 100, Irvine, California 92606.

14                                   **JURISDICTION AND VENUE**

15           12. This is a class action.

16           13. This Court has jurisdiction over this action under the Class Action  
17 Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual Class  
18 members exceed the sum or value of \$5,000,000, exclusive of interests and costs,  
19 and this is a class action in which Plaintiffs and members of the class, on the one  
20 hand, and Hyundai, on the other, are citizens of different states.

21           14. This Court has jurisdiction over Defendant because Hyundai maintains  
22 its principal headquarters in California, is registered to conduct business in  
23 California, and has sufficient minimum contacts in California. Defendant  
24 intentionally avails itself of the California consumer market through the promotion,  
25 sale, marketing, and distribution of its vehicles to California residents. As a result,  
26 jurisdiction in this court is proper and necessary. Moreover, Defendant's wrongful  
27 conduct, as described herein, emanates from California and foreseeably affects  
28

1 consumers in California and nationwide. Most, if not all, of the events complained  
2 of below occurred in or emanated from Hyundai's corporate headquarters located in  
3 Fountain Valley, California. Plaintiffs' counsel's Declaration, as required under  
4 California Civil Code section 1780(d), is attached as Exhibit 1.

5 15. Venue is proper in this District under 28 U.S.C. § 1391 (a)-(c)  
6 because, inter alia, substantial parts of the events or omissions giving rise to the  
7 claim occurred in the District and/or a substantial part of property that is the subject  
8 of the action is situated in the District.

9 **SUBSTANTIVE ALLEGATIONS**

10 16. Since at least 2011, Hyundai has designed, manufactured, distributed,  
11 sold, and leased the Class Vehicles. Upon information and belief, it has sold,  
12 directly or indirectly through dealers and other retail outlets, thousands of Class  
13 Vehicles in California and nationwide.

14 17. The Class Vehicles come equipped with a panoramic sunroof  
15 assembly, a premium option available as part of a package costing approximately  
16 \$2,000.

17 18. Hyundai widely advertises the Class Vehicles as safe. For example, on  
18 December 20, 2012, Hyundai's website touted that "We loaded Veloster with safety  
19 inside and out."

20 19. Hyundai provides owners and lessees of Class Vehicles with a New  
21 Vehicle Limited ("NVL") Warranty. The NVL Warranty states that Hyundai will  
22 repair or replace, free of charge, any part that is defective in material or  
23 workmanship under normal use for 5 years or 60,000 miles, whichever comes first.

24 20. The Exploding Sunroof Defect could cause the panoramic sunroof to  
25 explode at any time, showering the car and its occupants with glass. Drivers and  
26 passengers have no warning, putting them at serious risk of personal injury or  
27 death.

1           21. Numerous consumer complaints concerning the Exploding Sunroof  
2 Defect in Class Vehicles have been lodged with the National Highway Traffic  
3 Safety Administration ("NHTSA"). One woman explained: *"All of the sudden*  
4 *there was a loud bang like a gunshot, and I heard something raining down on my*  
5 *car . . . I looked in the mirror and saw glass flying everywhere . . . The glass was in*  
6 *my hair, down the back of my shirt and my pants."* Numerous complaints  
7 concerned explosions that occurred while the vehicles were in motion, including at  
8 highway speeds, putting the drivers and passengers at risk of injury or collision and  
9 endangering the drivers and passengers of other vehicles as well. These complaints  
10 reflect the sudden, dangerous nature of the Exploding Sunroof Defect and  
11 Hyundai's refusal to honor its warranty or to take responsibility for the Exploding  
12 Sunroof Defect. The complaints also demonstrate Hyundai's awareness of the  
13 defect and how potentially dangerous the defective condition is.

14           22. On or about December 20, 2012, the NHTSA reported that Hyundai is  
15 recalling 2012 model year Veloster vehicles manufactured between November 1,  
16 2011 and April 17, 2012 with panoramic sunroof assemblies because "the  
17 panoramic glass panel may break while the vehicle is in motion leading to personal  
18 injury or a vehicle crash." The recall, however, does not apply to 2013 model year  
19 Veloster vehicles or 2012 model year Veloster vehicles manufactured outside the  
20 recall window.

21           23. Hyundai's only purported "solution" to the problem is to replace the  
22 exploded sunroof with an identical one. Hyundai offers customers no assurance  
23 that the sunroof will not explode again, leaving customers and their passengers  
24 potentially in danger every time they drive.

25           24. Because the Exploding Sunroof Defect is caused by defects in material  
26 and/or workmanship, Hyundai is obligated to cover repairs to the panoramic  
27 sunroof during the NVL Warranty period. Hyundai, however, refuses to adequately  
28



1 repair consumers' vehicles under the NVL Warranty. Until recently, Hyundai  
2 refused to publicly acknowledge that the Exploding Sunroof Defect even existed.  
3 Hyundai's recent recall still refuses to acknowledge the defect in 2013 model  
4 Velosters and 2012 model Velosters manufactured before November 1, 2011 or  
5 after April 17, 2012. Hyundai's refusal to honor the warranty harms the Plaintiffs  
6 and Class members by forcing them to incur out-of-pocket costs on covered repairs  
7 and by depriving them of the safe transportation they believed they had purchased.

8 25. Hyundai has long known that the Class vehicles have an Exploding  
9 Sunroof Defect. Hyundai has exclusive access to information about the Exploding  
10 Sunroof Defect through its dealerships, pre-release testing data, warranty data,  
11 customer complaint data, and replacement part sales data, among other sources of  
12 aggregate information about the problem. In contrast, the Exploding Sunroof  
13 Defect was not known or reasonably discoverable by Plaintiffs and Class members  
14 prior to purchase and without experiencing the defect first hand and exposing  
15 themselves to an unreasonable safety risk.

16 26. Hyundai has actively concealed the Exploding Sunroof Defect from  
17 consumers. Even when vehicle owners present their cars after the sunroof has  
18 exploded, Hyundai's policy is to simply replace it with an identical, defective part,  
19 act as if the problem had been solved, and continue concealing the Exploding  
20 Sunroof Defect from prospective Veloster purchasers or lessees. Hyundai knew  
21 that potential car buyers and lessees would deem the Exploding Sunroof Defect to  
22 be material such that reasonable consumers who knew of the defect either would  
23 have paid less for the Class Vehicles or would not have purchased or leased a Class  
24 Vehicle at all.

25 27. Hyundai has a duty to disclose the Exploding Sunroof Defect and the  
26 associated repair costs to Class Vehicles owners, among other reasons, because the  
27 defect poses an unreasonable safety hazard; because Hyundai has exclusive

1 knowledge or access to material facts about the Class Vehicles and their panoramic  
2 sunroof assembly that are not known or reasonably discoverable by Plaintiffs and  
3 Class Members; and because Hyundai has actively concealed the Exploding  
4 Sunroof Defect from its customers.

5 28. As a result of Hyundai's practices, Plaintiffs and Class members  
6 purchased vehicles they otherwise would not have purchased, paid more for those  
7 vehicles than they would have paid, were subjected to an unreasonable risk to their  
8 safety, and unnecessarily paid, and will continue to pay, excessive, unreasonable,  
9 and unforeseeable repair costs as a result of the Exploding Sunroof Defect.

10 **PLAINTIFFS LINDA, SONIA, AND FERNANDO PALACIOS**

11 29. On or about October 19, 2012, Plaintiffs Fernando Palacios and Sonia  
12 Palacios purchased a new 2013 Hyundai Veloster from Frank Smith Hyundai in  
13 Pharr, Texas, for their mother, Plaintiff Linda Palacios. The vehicle came  
14 equipped with the panoramic sunroom assembly. Hyundai did not inform the  
15 Palacioses before their purchase that the Veloster's panoramic sunroof assembly  
16 was defective or that the sunroof might explode without warning. Like all class  
17 members, the Palacioses would not have purchased the vehicle had they known  
18 these material facts, or would have paid less for it.

19 30. On or about December 4, 2012, the sunroof exploded while Linda  
20 Palacios was parked. The explosion sent shattered glass all over the car, damaging  
21 the seats. The force of the explosion was so great that it bent the metal frame  
22 surrounding the sunroof assembly. By fortunate chance, Mrs. Palacios was not in  
23 the car when the sunroof exploded.

24 31. Mrs. Palacios took the car to Frank Smith Hyundai for repair. At first,  
25 the dealership denied that there was any known issue with the Veloster sunroof and  
26 told her that the repair might not be covered under warranty. Later, the dealership  
27 offered to replace the sunroof but only with an identical part, presumably  
28



1 containing the identical dangerous defect. The dealership could give Mrs. Palacios  
2 no assurance that the sunroof would not explode again. The dealership did not offer  
3 to repair the seats damaged by the exploding glass.

4 32. Mrs. Palacios reasonably feared driving in a vehicle whose sunroof  
5 could explode at any time. She informed the dealership that she did not consider  
6 the offered repair adequate.

7 33. As a result of the dealership's failure to offer an adequate repair, Mrs.  
8 Palacios was deprived of the use of her vehicle.

9 **CLASS ACTION ALLEGATIONS**

10 34. Plaintiffs bring this lawsuit as a class action on behalf of themselves  
11 and all others similarly situated as members of the proposed Class pursuant to  
12 Federal Rules of Civil Procedure 23 (b)(3), (b)(1), and/or (b)(2). This action  
13 satisfies the numerosity, commonality, typicality, adequacy, predominance, and  
14 superiority requirements of those provisions, and is defined as follows:

15 All current and former owners or lessees in the United States  
16 (including its territories and the District of Columbia) of a 2012 or  
17 2013 Model Year Hyundai Veloster vehicle with a panoramic sunroof  
18 assembly (the "Class").

19 35. Excluded from the Class are Hyundai; any affiliate, parent, or  
20 subsidiary of Hyundai; any entity in which Hyundai has a controlling interest; any  
21 officer or director of Hyundai; any successor or assign of Hyundai; and any Judge  
22 to whom this case is assigned as well as his or her immediate family and staff.

23 36. Plaintiffs also reserve the right to amend the Class definition if  
24 discovery and further investigation reveal that the Class should be expanded or  
25 otherwise limited.

1           37. Ascertainability: The class definition is sufficiently objective such that  
2 membership in the class can be readily determined by reference to objective  
3 criteria, that being ownership or leasing of a Class Vehicle.

4           38. Numerosity: Members of the Class are so numerous that their  
5 individual joinder herein is impracticable. Thousands of Class Vehicles have been  
6 sold or leased in the United States. Class members may be notified of the pendency  
7 of this action by mail, supplemented (if deemed necessary or appropriate by the  
8 Court) by published notice.

9           39. Existence and predominance of common questions: Common  
10 questions of law and fact exist as to all members of the Class and predominate over  
11 questions affecting only individual Class Members. These common questions  
12 include the following:

- 13           a. Whether Hyundai provided Plaintiffs and Class members with a  
14           vehicle installed with a defective sunroof assembly;
- 15           b. Whether the fact that the sunroof assembly is defective would be  
16           considered material by a reasonable consumer;
- 17           c. Whether Hyundai has a duty to disclose the Exploding Sunroof  
18           Defect to Plaintiffs and other Class members;
- 19           d. Whether Hyundai has violated the Consumers Legal Remedies  
20           Act, CAL. CIV. CODE § 1750 *et seq.*, as alleged in this complaint;
- 21           e. Whether Hyundai has engaged in unlawful, unfair, or fraudulent  
22           business practices in violation of California Business and  
23           Professions Code section 17200 *et seq.*, as alleged in this  
24           complaint;
- 25           f. Whether Hyundai's refusal to adequately repair the Exploding  
26           Sunroof Defect breached the express warranty;

- 1           g. Whether the replacement of the sunroof assembly with an  
2           identical part, without addressing the defect that caused the  
3           sunroof to explode, fulfills Hyundai's obligations under its  
4           express warranty;
- 5           h. Whether Plaintiffs and the other Class members are entitled to  
6           equitable relief, including but not limited to restitution or a  
7           preliminary and/or permanent injunction;
- 8           i. Whether Plaintiffs and the other Class members are entitled to  
9           damages and other monetary relief; and
- 10          j. Whether Hyundai breached the express warranty and implied  
11          warranty of merchantability.

12          40. Typicality: Plaintiffs' claims are typical of the claims of the Class,  
13          because, among other things, Plaintiffs purchased a Class Vehicle, which contains  
14          the same defective sunroof assembly found in all other Class Vehicles.

15          41. Adequacy: Plaintiffs are adequate representatives of the Class because  
16          their interests do not conflict with the interests of the members of the Class they  
17          seek to represent. Plaintiffs have retained counsel competent and experienced in  
18          complex class action litigation, and Plaintiffs intend to prosecute this action  
19          vigorously. The interests of the members of the Class will be fairly and adequately  
20          protected by Plaintiffs and their counsel.

21          42. Superiority: The class action is superior to other available means for  
22          the fair and efficient adjudication of this dispute. The injury suffered by each Class  
23          member, while meaningful on an individual basis, is not of such magnitude as to  
24          make the prosecution of individual actions against Hyundai economically feasible.  
25          Even if Class members themselves could afford such individualized litigation, it  
26          would place an excessive and unnecessary burden on the court system. In addition  
27          to the burden and expense of managing myriad actions arising from the Exploding  
28

1 Sunroof Defect, individualized litigation presents a potential for inconsistent or  
2 contradictory judgments. Individualized litigation increases the delay and expense  
3 to all parties and the court system presented by the legal and factual issues of the  
4 case. By contrast, the class action device presents far fewer management  
5 difficulties and provides the benefits of single adjudication, economy of scale, and  
6 comprehensive supervision by a single court.

7 43. In the alternative, the Class may be certified under Rule 23(b)(1) and  
8 23(b)(2) because:

- 9 a. The prosecution of separate actions by the individual members  
10 of the Class would create a risk of inconsistent or varying  
11 adjudication with respect to individual Class members which  
12 would establish incompatible standards of conduct for Hyundai;  
13 b. The prosecution of separate actions by individual Class  
14 members would create a risk of adjudications with respect to  
15 them which would, as a practical matter, be dispositive of the  
16 interests of other Class members not parties to the adjudications,  
17 or substantially impair or impede their ability to protect their  
18 interests; and  
19 c. Hyundai has acted or refused to act on grounds generally  
20 applicable to the Class, thereby making appropriate final and  
21 injunctive relief with respect to the members of the Class as a  
22 whole.

23 **FIRST CAUSE OF ACTION**  
24 **(Violation of the Consumers Legal Remedies Act,**  
25 **CAL. CIV. CODE § 1750, *et seq.*)**

26 44. On behalf of themselves and all others similarly situated, Plaintiffs re-  
27 allege as if fully set forth, each and every allegation set forth herein.

28 45. Hyundai is a "person" under CAL. CIV. CODE §1761(c).

1           46. Plaintiffs and the other Class members are “consumers” under CAL.  
2 CIV. CODE §1761(d).

3           47. Plaintiffs and the other Class members engaged in “transactions” under  
4 CAL. CIV. CODE §1761(e), including the purchase or lease of Class Vehicles and the  
5 presentation of Class Vehicles for repair or replacement of the sunroof assembly to  
6 Hyundai dealerships.

7           48. As set forth herein, Hyundai’s acts, policies, and practices undertaken  
8 in transactions intended to result and which did result in the sale or lease of Class  
9 Vehicles, violate sections 1770(a)(5), (a)(7), (a)(9), (a)(14), and (a)(16) of the  
10 CLRA in that: (a) Hyundai represents that its goods have sponsorship, approval,  
11 characteristics, uses, or benefits which they do not have; (b) Hyundai represents  
12 that its goods are of a particular standard, quality, or grade, but are of another; (c)  
13 Hyundai advertises its goods with intent not to sell them as advertised; and (e)  
14 Hyundai represents that its goods have been supplied in accordance with a previous  
15 representation when they have not.

16           49. The existence of the Exploding Sunroof Defect is a material fact.

17           50. Plaintiffs and other Class members were unaware of the defective  
18 sunroof assembly when they purchased the Class Vehicles. Consumers value  
19 reliability and dependability of automobiles and automobile parts, especially  
20 concerning vital safety issues such as the dangerous sunroof assembly in the Class  
21 Vehicles. Had they known that the sunroof assembly was defective, Plaintiffs and  
22 other Class members would not have purchased or leased the Class Vehicles, or  
23 would have done so at lower prices.

24           51. Reasonable consumers expect, among other things:

- 25           a. That new vehicles, including Class Vehicles, would be equipped  
26 with safe and reliable parts and would not be sold with  
27 undisclosed safety defects;

1 b. That new vehicles, including Class Vehicles, would be  
2 manufactured in a manner not to cause sudden spontaneous  
3 explosions of glass;

4 c. That new vehicles, including Class Vehicles, would function  
5 properly for the duration of the warranty and that defects will be  
6 covered under the warranty.

7 52. Hyundai had a duty to disclose the sunroof assembly defect in the  
8 Class Vehicles for various reasons, including that:

9 a. The existence of the defect poses an unreasonable risk to the  
10 safety of the Plaintiffs and other Class members;

11 b. The defect's existence is contrary to Hyundai's representations  
12 and consumers' expectations;

13 c. Hyundai's concealment of the defect and/or Hyundai's failure to  
14 disclose the defect was likely to deceive reasonable consumers;

15 d. Hyundai intentionally concealed the defect with the intent to  
16 defraud consumers;

17 e. Hyundai's concealment of the defect harmed the Plaintiffs and  
18 other Class members; and

19 f. Hyundai never intended to fulfill its warranty obligation to  
20 adequately repair the defect in the sunroof assembly or the  
21 damage caused thereby.

22 53. In addition, Hyundai was under a duty to Plaintiffs and the Class to  
23 disclose the defective nature of the Class Vehicles:

24 a. Hyundai was in a superior position to know the true state of  
25 facts about the safety defect and associated repair costs in the  
26 Class Vehicles;



1           b.     Plaintiffs and the Class Members could not reasonably have  
2                been expected to learn or discover that the Class Vehicles had a  
3                dangerous safety defect until after they purchased the Class  
4                Vehicles; and

5           c.     Hyundai knew that Plaintiffs and the Class Members could not  
6                reasonably have been expected to learn or discover the safety  
7                defect and the associated damages that it causes.

8           54.    In failing to disclose the Exploding Sunroof Defect and the associated  
9                repair costs, Hyundai has knowingly and intentionally concealed material facts and  
10               breached its duty not to do so.

11           55.   The facts concealed or not disclosed by Hyundai to Plaintiffs and the  
12               Class are material in that a reasonable consumer would have considered them to be  
13               important in deciding whether to purchase Defendant's Class Vehicles or pay a  
14               lesser price. Had Plaintiffs and the Class known the defective nature of the Class  
15               Vehicles, they would not have purchased the Class Vehicle or would have paid less  
16               for it.

17           56.   As a result of Hyundai's practices, Plaintiffs and the other Class  
18               members have suffered harm.

19           57.   Pursuant to the provisions of CAL. CIV. CODE § 1780, Plaintiffs seek an  
20               order enjoining Hyundai from the unlawful practices described herein, a declaration  
21               that Hyundai's conduct violates the CLRA, and attorneys' fees and costs of  
22               litigation.

23           58.   Plaintiffs have provided Hyundai with notice of its alleged violations  
24               of the CLRA pursuant to California Civil Code § 1782(a). If, within 30 days of the  
25               date of the notification letter, Defendant fails to provide appropriate relief for its  
26               violation of the CLRA, Plaintiffs will amend this Complaint to seek monetary,  
27  
28

1 compensatory, and punitive damages, in addition to the injunctive and equitable  
2 relief that Plaintiffs seek now.

3  
4 **SECOND CAUSE OF ACTION**

5 **(For unlawful, unfair, and fraudulent business practices under**  
6 **California Business and Professions Code § 17200 *et seq.*)**

7 59. Plaintiffs, on behalf of themselves and all others similarly situated, re-  
8 allege, as if fully set forth, each and every allegation set forth herein.

9 60. Hyundai's acts and practices, as alleged in this complaint, constitute  
10 unlawful, unfair and/or fraudulent business practices, in violation of the Unfair  
11 Competition Law, CAL. BUS. & PROF. CODE § 17200, *et seq.*

12 61. The business practices engaged in by Hyundai that violate the Unfair  
13 Competition Law include failing to disclose at the point of sale, the point of repair,  
14 or otherwise, that the sunroof assembly is defective.

15 62. Hyundai engaged in unlawful business practices by violating the  
16 Consumer Legal Remedies Act, CAL. CIV. CODE § 1750 *et seq.*; the Magnuson-  
17 Moss Warranty Act, U. S.C. § 2301 *et seq.*; and by engaging in conduct, as alleged  
18 herein, that breaches the express and implied warranties.

19 63. Hyundai engaged in unfair business practices by, among other things:

- 20 a. Engaging in conduct that is immoral, unethical, oppressive,  
21 unscrupulous, or substantially injurious to Plaintiffs and other  
22 members of the Class;  
23 b. Engaging in conduct that undermines or violates the stated  
24 policies underlying the CLRA and the Magnuson-Moss  
25 Warranty Act, each of which seeks to protect consumers against  
26 unfair and sharp business practices and to promote a basic level  
27 of honesty and reliability in the marketplace; and  
28 c. Engaging in conduct that causes a substantial injury to  
consumers, not outweighed by any countervailing benefits to

1 consumers or to competition, which the consumers could not  
2 have reasonably avoided.

3 64. Hyundai engaged in fraudulent business practices by engaging in  
4 conduct that was and is likely to deceive consumers acting reasonably under the  
5 circumstances.

6 65. As a direct and proximate result of Hyundai's unfair and fraudulent  
7 business practices as alleged herein, Plaintiffs suffered injury in fact and lost money  
8 or property, in that they purchased a vehicle they otherwise would not have  
9 purchased, paid for sunroof assembly diagnoses, repairs, and replacements, and are  
10 left with Class Vehicles of diminished value and utility because of the defective  
11 sunroof assembly. Meanwhile, Hyundai has sold and leased more Class Vehicles  
12 and sunroof assembly parts than it otherwise could have and charged inflated prices  
13 for Class Vehicles, unjustly enriching itself thereby.

14 66. Plaintiffs and Class members are entitled to equitable relief including  
15 restitution of all fees, restitutionary disgorgement of all profits accruing to Hyundai  
16 because of its unfair, fraudulent, and deceptive practices, attorneys' fees and costs,  
17 declaratory relief, and a permanent injunction enjoining Hyundai from its unfair,  
18 fraudulent, and deceitful activity.

19  
20 **THIRD CAUSE OF ACTION**  
21 **(For Breach of Written Warranty Under the Magnuson-Moss**  
22 **Warranty Act, 15 U.S.C. § 2301 et seq.)**

23 67. Plaintiffs, on behalf of themselves and all others similarly situated, re-  
24 alleges, as if fully set forth, each and every allegation set forth herein.

25 68. Plaintiffs and the other Class members are "consumers" within the  
26 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

27 69. Hyundai is a "supplier" and "warrantor" within the meaning of  
28 sections 2301(4)-(5).

1           70. The Class Vehicles are “consumer products” within the meaning of  
2 section 2301(1).

3           71. Hyundai’s express warranty is a “written warranty” within the  
4 meaning of section 2301(6).

5           72. Hyundai breached the express warranty by:

- 6           a. Extending a 5 year/60,000 mile New Vehicle Limited Warranty  
7 with the purchase or lease of the Class Vehicles, thereby  
8 warranting to repair or replace any part defective in material or  
9 workmanship at no cost to the owner or lessee;
- 10           b. Selling and leasing Class Vehicles with sunroof assembly that  
11 were defective in material and workmanship, requiring repair or  
12 replacement within the warranty period; and
- 13           c. Refusing to honor the express warranty by adequately repairing  
14 the sunroof assembly and instead charging for repair and  
15 replacement parts or replacing the sunroof assembly only with  
16 an identically defective part.

17           73. Hyundai’s breach of the express warranty has deprived the Plaintiffs  
18 and the other Class members of the benefit of their bargain.

19           74. The amount in controversy of the Plaintiffs’ individual claims meet or  
20 exceeds the sum or value of \$25. In addition, the amount in controversy meets or  
21 exceeds the sum or value of \$50,000 (exclusive of interests and costs) computed on  
22 the basis of all claims to be determined in this suit.

23           75. Hyundai has been afforded a reasonable opportunity to cure its breach  
24 of written warranty, including when Plaintiffs and other Class members brought  
25 their vehicles in for diagnoses and repair of their sunroof assemblies.

26           76. As a direct and proximate cause of Hyundai’s breach of written  
27 warranty, Plaintiffs and Class members sustained damages and other losses in an  
28

1 amount to be determined at trial. Hyundai's conduct damaged Plaintiffs and Class  
2 members, who are entitled to recover actual damages, consequential damages,  
3 specific performance, diminution in value, costs, attorneys' fees, rescission, and/or  
4 other relief as appropriate.

5  
6 **FOURTH CAUSE OF ACTION**  
**(For Breach of Express Warranty)**

7 77. Plaintiffs, on behalf of themselves and all others similarly situated, re-  
8 allege, as if fully set forth, each and every allegation set forth herein.

9 78. Hyundai provided all purchasers and lessees of the Class Vehicles with  
10 the express warranty described herein, which became a material part of the bargain.

11 79. The sunroof assembly and its component parts were manufactured  
12 and/or installed by Hyundai in the Class Vehicles and are covered by the express  
13 warranty.

14 80. Hyundai breached the express warranty by:

- 15 a. Extending a 5 year/60,000 mile New Vehicle Limited Warranty  
16 with the purchase or lease of the Class Vehicles, thereby  
17 warranting to repair or replace any part defective in material or  
18 workmanship at no cost to the owner or lessee;
- 19 b. Selling and leasing Class Vehicles with sunroof assemblies that  
20 were defective in material and workmanship, requiring repair or  
21 replacement within the warranty period; and
- 22 c. Refusing to honor the express warranty by adequately repairing  
23 the sunroof assembly and instead charging for repair and  
24 replacement parts or replacing the sunroof assembly only with  
25 an identically defective part.

26 81. Plaintiffs notified Hyundai of the breach within a reasonable time  
27 and/or was not required to do so because affording Hyundai a reasonable  
28

1 opportunity to cure its breach of written warranty would have been futile. Hyundai  
2 was also on notice of the defect from the complaints and service requests it received  
3 from Class members, from repairs and/or replacements of the sunroof assemblies,  
4 complaints to the NHTSA, and through its own maintenance records and other  
5 internal data.

6 82. As a direct and proximate cause of Hyundai's breach, Plaintiffs and  
7 the other Class members have suffered damages and continue to suffer damages,  
8 including economic damages at the point of sale or lease, that is, the difference  
9 between the value of the vehicle as promised and the value of the vehicle as  
10 delivered. Additionally, Plaintiffs and the other Class members either have  
11 incurred or will incur economic damages at the point of repair in the form of the  
12 cost of repair.

13 83. Plaintiffs and the other Class members are entitled to legal and  
14 equitable relief against Hyundai, including actual damages, consequential damages,  
15 specific performance, rescission, attorneys' fees, costs of suit, and other relief as  
16 appropriate.

17  
18 **FIFTH CAUSE OF ACTION**  
**(For Breach of Implied Warranty)**

19 84. Plaintiffs, on behalf of themselves and all others similarly situated, re-  
20 allege, as if fully set forth, each and every allegation set forth herein.

21 85. Hyundai was at all relevant times the manufacturer, distributor,  
22 warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to  
23 know of the specific use for which the Class Vehicles were purchased.

24 86. Hyundai provided Plaintiffs and Class Members with an implied  
25 warranty that the Class Vehicles and any parts thereof are merchantable and fit for  
26 the ordinary purposes for which they were sold. However, the Class Vehicles are  
27 not fit for their ordinary purpose of providing reasonably reliable and safe  
28



1 transportation because the Class Vehicles have a defect in the sunroof assembly that  
2 can put the lives of its occupants and other drivers who share the road with them at  
3 risk.

4 87. Hyundai impliedly warranted that the Class Vehicles were of  
5 merchantable quality and fit for such use. This implied warranty included, among  
6 other things, a warranty that the Class Vehicles and their sunroof assemblies would  
7 be fit for their intended use while the Class Vehicles were being operated.

8 88. Contrary to the applicable implied warranties, the Class Vehicles and  
9 their sunroof assemblies at time of sale and thereafter were not fit for their ordinary  
10 and intended purpose of providing Plaintiffs and the Class Members with reliable  
11 and safe transportation. Instead, the Class Vehicles are defective, including but not  
12 limited to the Class Vehicles having a defect in their sunroof assemblies.

13 89. Hyundai's actions, as complained of herein, breached the implied  
14 warranty that the Class Vehicles were of merchantable quality and fit for such use.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs, on Plaintiffs' own behalf and on behalf of the  
17 Class, prays for judgment as follows:

- 18 a. For an order certifying the Class and appointing Plaintiffs and  
19 their counsel to represent the Class;  
20 b. For a declaration that Defendant is financially responsible for  
21 notifying all Class Members about the defective nature of the  
22 Class Vehicles and the Exploding Sunroof Defect;  
23 c. For an order awarding Plaintiffs and the members of the Class  
24 actual damages, consequential damages, specific performance,  
25 and/or rescission, except that for now, Plaintiffs seek only  
26 equitable and injunctive relief with respect to their claims under  
27  
28

1 California's Consumer Legal Remedies Act, California Civil  
2 Code section 1750 *et seq.*;

- 3 d. For an order awarding Plaintiffs and the members of the Class  
4 restitution, or other equitable relief as the Court deems proper;  
5 e. For an order enjoining Hyundai from continuing to engage in  
6 unlawful business practices as alleged herein;  
7 f. For an order awarding Plaintiffs and the members of the Class  
8 pre-judgment and post-judgment interest;  
9 g. For an order awarding Plaintiffs and the members of the Class  
10 reasonable attorneys' fees and costs of suit, including expert  
11 witness fees, as allowed by law;  
12 h. For an order awarding Plaintiffs and the members of the Class  
13 reasonable attorneys' fees and costs of suit, including expert  
14 witness fees, pursuant to California Code of Civil Procedure §  
15 1021.5, the common fund theory, or any other applicable statute,  
16 theory, or contract;  
17 i. For an order awarding such other and further relief as this Court  
18 may deem just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs demand a trial by jury on all claims so triable.  
21  
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1 Dated: January 11, 2013

Respectfully submitted,

2  
3 **CADDELL & CHAPMAN**

4 By: 

5 Michael A. Caddell (State Bar No. 249469)  
mac@caddellchapman.com  
6 Cynthia B. Chapman (State Bar No. 164471)  
cbc@caddellchapman.com  
7 Cory S. Fein (State Bar No. 250758)  
csf@caddellchapman.com  
8 **CADDELL & CHAPMAN**  
1331 Lamar, Suite 1070  
Houston TX 77010-3027  
9 Telephone: (713) 751-0400  
10 Facsimile: (713) 751-0906

11 *Attorneys for Plaintiffs*  
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**DECLARATION OF CORY S. FEIN**

I, Cory S. Fein, declare:

1. I am admitted, in good standing, to practice as an attorney in the State of California. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. Pursuant to CAL. CIV. CODE § 1780(d), this Declaration is submitted in support of Plaintiff's selection of forum for trial of Plaintiff's cause of action alleging violation of California's Consumer Legal Remedies Act.

3. On information and belief, Defendant Hyundai Motor America ("Hyundai") is a California corporation with its principal place of business in Fountain Valley, Orange County, California.

4. Hyundai, through its business of distributing, selling, and leasing vehicles, has established sufficient contacts in this district such that personal jurisdiction is appropriate. Hyundai is deemed to reside in this district pursuant to 28 U.S.C. § 1391(a).

5. In addition, a substantial part of the events or omissions giving rise to Plaintiff's claims and a substantial part of the property that is the subject of this action are in this district. Accordingly, venue is proper in this Court pursuant to 28 U.S.C. § 1391(a).



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Cormac J. Carney and the assigned discovery Magistrate Judge is Arthur Nakazato.

The case number on all documents filed with the Court should read as follows:

**SACV13- 75 CJC (ANx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☒ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



**ORIGINAL**

AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

Central District of California

LINDA PALACIOS, SONIA PALACIOS, and  
 FERNANDO PALACIOS, on behalf of themselves  
 and all others similarly situated,

*Plaintiff(s)*

v.

HYUNDAI MOTOR AMERICA

*Defendant(s)*

Civil Action No.

SACV 13-00075-CJC  
(ANx)**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* HYUNDAI MOTOR AMERICA, P.O. Box 20850, Fountain Valley, CA 92728-0580,  
 through its registered agent for service in California:

National Registered Agents, Inc.  
 2875 Michelle Drive, Suite 100  
 Irvine, CA 92606

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

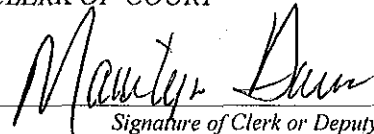
Cory S. Fein  
 Caddell & Chapman  
 1331 Lamar St., Suite 1070  
 Houston, TX 77010  
 713-751-0400  
 csf@caddellchapman.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date:

JAN 15 2013

CLERK OF COURT



Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> Linda Palacios, Sonia Palacios, and Fernando Palacios, on behalf of themselves and all others similarly situated,	<b>DEFENDANTS</b> Hyundai Motor America
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  Caddell & Chapman 1331 Lamar St., Suite 1070, Houston, TX 77010 713-751-0400	<b>Attorneys (If Known)</b>  

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;"><b>PTF</b></td> <td style="width:10%; border: none; text-align: center;"><b>DEF</b></td> <td style="width:33%; border: none;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; border: none; text-align: center;"><b>PTF</b></td> <td style="width:10%; border: none; text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none;"><input type="checkbox"/> 1</td> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> 4</td> <td style="border: none;"><input type="checkbox"/> 4</td> <td style="border: none;"><input checked="" type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none;"><input type="checkbox"/> 5</td> <td style="border: none;"><input type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;"><input checked="" type="checkbox"/> 2</td> <td style="border: none;"><input type="checkbox"/> 2</td> <td style="border: none;"><input type="checkbox"/> 5</td> <td style="border: none;"><input type="checkbox"/> 5</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none;"><input type="checkbox"/> 6</td> <td style="border: none;"><input type="checkbox"/> 6</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"><input type="checkbox"/> 3</td> <td style="border: none;"></td> <td style="border: none;"><input type="checkbox"/> 6</td> <td style="border: none;"><input type="checkbox"/> 6</td> <td style="border: none;"></td> </tr> </table>	Citizen of This State	<b>PTF</b>	<b>DEF</b>	Incorporated or Principal Place of Business in this State	<b>PTF</b>	<b>DEF</b>	<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	Citizen of Another State			Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 5		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6	<input type="checkbox"/> 3	<input type="checkbox"/> 3		<input type="checkbox"/> 6	<input type="checkbox"/> 6	
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**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding     ☐ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION** under F.R.C.P. 23: ☒ Yes     ☐ No     **MONEY DEMANDED IN COMPLAINT:** \$ \_\_\_\_\_
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 15 U.S.C. §2301 et seq.; 28 U.S.C. 1331(d)
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input checked="" type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General Habeas Corpus <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: SACV13-00073

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s):

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Linda Palacios - Texas Sonia Palacios - Texas Fernando Palacios - Texas

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

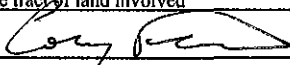
(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):  Date January 11, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))