

**FILED**

JUL 28 2016

SONYA KRASKI  
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**STATE OF WASHINGTON  
SNOHOMISH COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

NO.

Plaintiff,

**16 2 16653 31**

v.

ZEIN AUTOMOBILES, INC., d/b/a  
INDEPENDENCE AUTO CENTER  
and BEST BET AUTO SALES.

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF UNDER THE  
WASHINGTON LAW AGAINST  
DISCRIMINATION AND THE  
CONSUMER PROTECTION ACT

Defendant.

The Plaintiff, State of Washington, by and through its attorneys Robert W. Ferguson, Attorney General, and Marsha Chien, Assistant Attorney General, brings this action against the Defendant named below. The State of Washington alleges the following on information and belief:

**I. INTRODUCTION**

1.1 This action arises out of the deceptive, unfair and discriminatory sales practices of Zein Automobiles, Inc. d/b/a Zein Auto Group, Independence Auto Center, and Best Bet Auto Sales (hereinafter "Zein Automobiles"), a used car dealer. Monolingual Spanish speakers shop at Zein Automobiles because Zein Automobiles' advertisements target the Spanish-speaking, Latino community. Zein Automobiles advertises in Spanish-language TV, radio, and print media across Washington State.





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V. CAUSES OF ACTION

5.1 Plaintiff re-alleges paragraphs 1.1 through 4.6 and incorporates them herein as if set forth in full.

**FIRST CAUSE OF ACTION**  
**(Misrepresenting and Failing to Disclose Contract Terms  
to Spanish-Speaking Consumers)**

5.2 At all times relevant to this action, Zein Automobiles advertised its used car business through print, TV, and radio.

5.3 Although some of Zein Automobiles' advertisements are in English, the majority of Zein Automobiles' advertising is entirely in Spanish and broadcast on Spanish-language radio and TV stations.

5.4 Since 2014, Zein Automobiles has spent at least \$90,000 on radio and TV ads, and over 70 percent of that amount was spent on Spanish-language media.

5.5 Zein Automobiles advertises that Spanish-speaking staff is available to assist Latino consumers.

5.6 Some advertisements state that Zein Automobiles is a "miembro activo de la comunidad hispana local," (or, an "active member of the local Hispanic community"). Other advertisements solicit business from Spanish-speaking customers who are paid in cash, or who perform entry-level, unskilled work.

5.7 Zein Automobiles' advertisements are disseminated for the purpose of inducing the purchase of automobiles by consumers who have limited ability to speak, read, write, or understand English.

5.8 Zein Automobiles conducts pre-contract sale negotiations with Spanish-speaking customers primarily in Spanish.

5.9 Zein Automobiles regularly arranges for credit for the purpose of facilitating the purchase of its automobiles by Spanish-speaking customers.

1           5.10 Zein Automobiles tracks whether sales negotiations are conducted in English or  
2 Spanish by requiring consumers to sign a form acknowledging whether the sales transaction  
3 occurred in English or Spanish (“Language Acknowledgment Form”).

4           5.11 Even where sales negotiations occur in Spanish, as reflected on the Language  
5 Acknowledgment Form, Zein Automobiles only provides documents related to the automobile  
6 sale in English.

7           5.12 Zein Automobiles does not provide Spanish-speaking customers with a full and  
8 complete disclosure of terms related to the automobile sale in Spanish.

9           5.13 Zein Automobiles does not provide its Spanish-speaking customers with accurate  
10 oral translation of key contract terms or conditions contained in its English-language contracts.

11           5.14 Customers who only speak, read, write, or understand Spanish, or whose  
12 predominate language is Spanish have no genuine opportunity to read or understand the contracts.

13           5.15 As a result, Zein’s practices deceive, or have the capacity to deceive, Spanish-  
14 speaking customers as to the terms of the sale and contract.

15           5.16 The following are examples of Zein Automobiles’ material failures to disclose  
16 and/or material misrepresentation of contract terms to Spanish-speaking customers:

17           5.16.1 **L. Rosales.** On or before May 2012, Mr. Rosales saw a Spanish-language  
18 advertisement on Univision for Zein Automobiles. Univision is an  
19 American Spanish-language broadcast TV network.

20           5.16.2 Shortly thereafter, Mr. Rosales went to Zein Automobiles for the purpose  
21 of purchasing a car to be used primarily for personal, household, and  
22 family use.

23           5.16.3 Mr. Rosales is Latino. His primary language is Spanish and his ability to  
24 read, write, or verbally communicate in English is very limited.

1 5.16.4 When Mr. Rosales arrived at the dealership, he was assisted by Raul Pena-  
2 Gonzales, a Spanish-speaking salesperson, and all communications were  
3 conducted in Spanish.

4 5.16.5 After identifying the vehicle he would be interested in purchasing, a 2006  
5 Scion xB, Mr. Rosales asked Mr. Pena-Gonzales if the Scion xB had ever  
6 been in an accident. Mr. Pena-Gonzales told him that Zein Automobiles  
7 did not sell cars that had been in accidents. Based on Mr. Pena-Gonzales's  
8 assurances, Mr. Rosales agreed to purchase the vehicle.

9 5.16.6 In completing the sale, Mr. Pena-Gonzales asked him to sign several  
10 documents, all of which were in English. None of the documents were  
11 written in Spanish. Mr. Rosales did not understand any of the documents.  
12 Relying on Mr. Pena-Gonzales's assurances, Mr. Rosales signed the  
13 documents.

14 5.16.7 One of the documents Mr. Rosales signed but did not understand stated  
15 that the vehicle purchased had a branded or "rebuilt" title. A rebuilt title  
16 means the car had once been totaled.

17 5.16.8 Mr. Pena-Gonzales obtained financing for Mr. Rosales through Premium  
18 Lending, Inc. at an annual percentage rate ("APR") of 29.99 percent.  
19 Premium Lending, Inc. was a lending institution that was owned and  
20 managed by the same owners as Zein Automobiles until approximately  
21 October 2013 and allowed Zein Automobiles to offer "internal" financing  
22 on site.

23 5.16.9 In arranging the financing, Mr. Pena-Gonzales did not disclose to Mr.  
24 Rosales that most conventional banks do not finance cars with rebuilt  
25 titles.  
26

1 5.16.10 Zein Automobiles failed to disclose the rebuilt title to Mr. Rosales in  
2 violation of federal and state law. Both federal and state laws require  
3 “clear and conspicuous” disclosures when a vehicle offered for sale has a  
4 rebuilt title. 16 C.F.R. § 20.1(b); RCW 46.70.101(b)(xi). When “clear and  
5 conspicuous” disclosures are required, such disclosures must be provided  
6 in the language of the target audience (ordinarily the language principally  
7 used in the advertisement or sales material). 16 C.F.R. § 14.9(a).

8 5.16.11 Further, Zein Automobiles misled Mr. Rosales into signing a purchase  
9 contract for a vehicle that could not be financed other than with its related  
10 internal lending company.

11 5.16.12 **J.L. Vargas.** On or about August 2013, Mr. Vargas heard a radio ad on  
12 one of Seattle’s Spanish-language radio stations, 1540 AM, about Zein  
13 Automobiles. In the advertisement, Zein Automobiles offered APRs as  
14 low as 1.99 percent.

15 5.16.13 Mr. Vargas went to Zein Automobiles for the purpose of purchasing a car  
16 to be used primarily for personal, household, and family use.

17 5.16.14 Mr. Vargas is Latino. His primary language is Spanish and his ability to  
18 read, write, or verbally communicate in English is very limited.

19 5.16.15 When Mr. Vargas arrived at the dealership, he was assisted by a Spanish-  
20 speaking salesperson and all communication was conducted in Spanish.

21 5.16.16 After identifying a vehicle to purchase, a 2003 Nissan Altima, Mr.  
22 Vargas submitted a credit application.

23 5.16.17 After arranging for financing, the salesperson asked him to sign several  
24 documents, all of which were in English. None of the documents were  
25 written in Spanish. Mr. Vargas did not understand the documents.  
26

1 Relying on the salesperson's assurances, Mr. Vargas signed the documents  
2 believing that his APR would be 1.99 percent.

3 5.16.18 Mr. Vargas later discovered the English-language Retail Installment and  
4 Sales Contract obligated him to pay an APR of 29.99 percent.

5 5.16.19 Mr. Vargas did not discover the APR was 29.99 percent until  
6 approximately two months after the sale, when he received a letter from  
7 the financing company, Reliable Credit Association.

8 5.16.20 Zein Automobiles misled Mr. Vargas into signing a purchase contract  
9 with an interest rate of 29.99 percent.

10 5.16.21 **C. R. Rangel.** On or about February 2012, Mr. Rangel saw a Spanish-  
11 language advertisement from Zein Automobiles on a local Spanish TV  
12 station. Mr. Rangel lives in Wenatchee, WA, a city with a large Latino  
13 population located over two-and-a-half hours away from Zein  
14 Automobiles' dealerships. In the advertisement, Zein Automobiles stated  
15 financing was available even for those without a credit history. Mr.  
16 Rangel did not have a credit history.

17 5.16.22 Along with his girlfriend, L. Velazquez, Mr. Rangel traveled to Zein  
18 Automobiles for the purpose of purchasing a car to be used primarily for  
19 personal, household, and family use.

20 5.16.23 Mr. Rangel is Latino. His primary language is Spanish and his ability to  
21 read, write, or verbally communicate in English is very limited.

22 5.16.24 When Mr. Rangel and Ms. Velazquez arrived at the dealership, he was  
23 greeted and assisted by a Spanish-speaking salesperson, "Manny," and all  
24 communication was conducted in Spanish.

25 5.16.25 After identifying a vehicle to purchase, a 2001 BMW, Mr. Rangel  
26 submitted a credit application. Manny also pressured Ms. Velazquez to

1 submit a credit application on her own behalf. Manny told the couple that  
2 Ms. Velazquez's name need not be on the final paperwork and that her  
3 credit application was only needed for purposes of obtaining financing.  
4 Ms. Velazquez was eighteen years old at the time and she agreed.

5 5.16.26 After arranging for financing, the salesperson asked both Mr. Rangel and  
6 Ms. Velazquez to sign several documents. None of the documents were in  
7 Spanish. Neither Mr. Rangel nor Ms. Velazquez understood the  
8 documents. Relying on the salesperson's assurances that the APR would  
9 be three percent, Mr. Rangel signed the documents. When Ms. Velazquez  
10 asked why she would have to sign any documents at all, Manny pressured  
11 her into signing them anyway. The documents Ms. Velazquez signed  
12 made her a co-signer and obligated her to pay the loan.

13 5.16.27 Mr. Rangel did not discover the APR was actually 29.99 percent until a  
14 year later, when he realized that the principal owed on his debt was not  
15 decreasing. After investigating further, Mr. Rangel learned that the  
16 English-language documents he had signed obligated him to pay an APR  
17 of 29.99 percent.

18 5.16.28 Zein Automobiles misled Mr. Rangel into signing a purchase contract for  
19 a used vehicle at an interest rate of 29.99 percent.

20 5.17 As alleged, Zein Automobiles' conduct has the capacity to deceive a substantial  
21 number of Spanish-speaking consumers because it deprives them of the opportunity to receive full  
22 and adequate disclosure of (a) the terms and conditions of any agreements they have entered into,  
23 (b) their rights and obligations under such agreements, and (c) other written information or notices  
24 normally provided to consumers at the time of the transaction.

25 5.18 Zein Automobiles targets Spanish-speaking customers in its advertisements, yet  
26 fails to provide "clear and conspicuous" disclosures to Spanish-speaking customers. Zein

1 Automobiles' conduct is unfair and has the capacity to deceive a substantial number of consumers  
2 and constitutes unfair and deceptive acts and practices, which are contrary to the public interest,  
3 under the Washington Consumer Protection Act, RCW 19.86.020.

4 **SECOND CAUSE OF ACTION**  
5 **(Deceptive Advertising)**

6 5.19 Plaintiff re-alleges paragraphs 1.1 through 5.18 as if set fully herein.

7 5.20 Six-Month or One-Year Warranty. At all times relevant to this action, Zein  
8 Automobiles employed a pattern or practice of deceiving consumers by advertising that a free six-  
9 month or one-year warranty applies to any vehicle purchased at its dealerships. In reality, Zein  
10 Automobiles does not offer a free six-month or one year warranty. Zein Automobiles does not  
11 provide any document or contract explaining the scope of its warranty. The following are  
12 examples of deceptive advertising by Zein Automobiles:

13 5.20.1 **L. Morales Gonzalez**. After seeing a Zein Automobiles advertisement  
14 offering a "free" six-month warranty, L. Morales Gonzalez purchased a  
15 vehicle, a 2007 Acura MDX, from Zein Automobiles on or before April  
16 2015. All communications were conducted in Spanish, as Mr. Morales has  
17 a limited understanding of English.

18 5.20.2 After looking more closely at his copies of the signed documents, which  
19 were in English, Mr. Morales saw that he had not received a six-month  
20 warranty as he expected, but had instead agreed to pay \$2,345 for a three-  
21 year service contract. Mr. Morales had not asked for, nor agreed to  
22 purchase, a separate service contract.

23 5.20.3 Mr. Morales was misled into believing a free six-month warranty applied  
24 to the purchase of his vehicle because of Zein Automobiles'  
25 advertisements. No six-month warranty applied. Instead, he was deceived  
26 into purchasing a three-year service contract.

1           5.21    Credit Advertising. At all times relevant to this action, Zein Automobiles failed to  
2 adhere to state laws, regulations and guidelines regarding the advertising of credit as required by  
3 RCW 46.70.180 and WAC 308-66-152.

4           5.22    Zein Automobiles has a pattern or practice of suggesting in its TV and radio  
5 advertisements that it could arrange financing for consumers (1) at interest rates as low as 1.99 or  
6 2.99 percent, and/or (2) with monthly installments of \$99/month. In so doing, Zein Automobiles  
7 failed to disclose other material conditions of the offer, i.e., the term, the down payment, and other  
8 material terms.

9           5.23    Zein Automobiles rarely arranges for financing at interest rates as low as 1.99 or  
10 2.99 percent or for monthly installments of \$99/month. From July 1, 2012, to August 31, 2015,  
11 Zein Automobiles arranged for financing at the advertised interest rate in less than three percent of  
12 transactions. In comparison, more than 65 percent of the deals Zein Automobiles arranged were  
13 at an interest rate of 15 percent or higher.

14           5.24    Plaintiff re-alleges paragraphs 5.16.12 through 5.16.28, which provide examples in  
15 which Zein Automobiles misrepresented the availability of interest rates as low as 1.99 or 2.99  
16 percent.

17           5.25    Zein Automobiles' conduct is unfair and has the capacity to deceive a substantial  
18 number of customers as to the standard interest rate available and the available installment plans.

19           5.26    Zein Automobiles' conduct violates RCW 46.70.180 and WAC 308-66-152,  
20 which require that Zein Automobiles "usually and customarily arrange" credit offers before  
21 including such credit offers in their advertisements.

22           5.27    VIN Number. At all times relevant to this action, Zein Automobiles caused to be  
23 advertised specific prices for specific models or types of vehicles without clearly identifying  
24 vehicles available by vehicle identification number, license plate number or the alternative  
25 disclosure as required by RCW 46.70.180 and WAC 308-66-152(4)(i).  
26



1 advertisements state the warranty as a six-month warranty; other advertisements state it as a one-  
2 year warranty. None of the advertisements, however, disclose any other material limitation of the  
3 warranty.

4 5.37 During sales transactions, Zein Automobiles does not disclose any material  
5 limitation of the warranty, and does not disclose that the warranty is not included in the cost of the  
6 vehicle. Instead, consumers are told that if they have any problems, they can come back and get  
7 the vehicle repaired in-house. Based on Zein Automobiles' express or implied  
8 misrepresentations, consumers, therefore, purchase vehicles from Zein Automobiles believing that  
9 the vehicles were sold with a six-month or one-year warranty, without material limitations, and  
10 that Zein Automobiles will repair any vehicle purchased during the warranty period without  
11 charge.

12 5.38 Despite Zein Automobiles' express or implied representations about the warranty,  
13 Zein Automobiles' practice is to refuse to repair vehicles brought in by customers during the  
14 warranty period, or to unreasonably delay such repairs. The following are examples of express  
15 warranty breaches by Zein Automobiles:

16 5.38.1 **M.A. Esquivel.** On or before August 2012, Mr. Esquivel saw an  
17 advertisement from Zein Automobiles in La Raza del Noroeste, a Seattle  
18 newspaper serving the Spanish-speaking, Latino community. In the  
19 advertisement, Zein Automobiles stated all vehicles sold came with a six-  
20 month warranty.

21 5.38.2 Mr. Esquivel is Latino. His primary language is Spanish and his ability to  
22 read, write, or verbally communicate in English is very limited.

23 5.38.3 In July 2012, Mr. Esquivel visited Zein Automobiles and was greeted and  
24 assisted by a Spanish-speaking salesperson. All communication between  
25 the salesperson and Mr. Esquivel was conducted in Spanish. At the end of  
26 the transaction, believing a six-month warranty applied, Mr. Esquivel

1 purchased a 2003 Chevy Tahoe and signed several documents in English.  
2 The Spanish-speaking salesperson did not disclose any material limitation  
3 of the six-month warranty.

4 5.38.4 Approximately two days after purchase, Mr. Esquivel noticed a loud  
5 engine noise and brought it back to Zein Automobiles for the shop to  
6 repair. Zein Automobiles took approximately three months to repair Mr.  
7 Esquivel's vehicle. While the vehicle sat with Zein Automobiles' repair  
8 shop for three months, Mr. Esquivel continued to make payments on the  
9 vehicle.

10 5.38.5 Zein Automobiles failed to reasonably honor the express warranty that  
11 Zain Automobiles advertised and represented as part of the purchase.

12 5.38.6 **J. Lopez.** On or before April 2015, Mr. Lopez arrived at Zein  
13 Automobiles to purchase a vehicle. Mr. Lopez speaks English and  
14 Spanish. All communication during the sale was conducted in English.

15 5.38.7 After the salesperson told Mr. Lopez the vehicle came with a six-month  
16 warranty and that the dealership would fix any issue that arose with the  
17 car, Mr. Lopez purchased a PT Cruiser.

18 5.38.8 The next day, the PT Cruiser started emitting a large amount of steam from  
19 the engine. After further research, Mr. Lopez discovered the car had a  
20 rebuilt title. Zein Automobiles failed to disclose the rebuilt title during the  
21 sale.

22 5.38.9 When Mr. Lopez took the car back to Zein Automobiles, the salesman  
23 apologized and offered to sell him a different vehicle. Mr. Lopez  
24 purchased a 1999 Honda Civic that again included a six-month warranty.  
25 A couple weeks after the purchase, however, the Honda Civic started  
26 making noises and had braking issues. At one point, Mr. Lopez lost all

1                   braking ability while driving on I-405. Another time, Mr. Lopez was  
2                   driving up a hill in Seattle when the Honda Civic started to roll backwards  
3                   down the hill.

4                   5.38.10 Mr. Lopez took the car to Zein Automobiles several times; however, each  
5                   time the mechanic would tell Mr. Lopez the vehicle was fine or refused to  
6                   repair it.

7                   5.38.11 Mr. Lopez called Zein Automobiles more than 20 times over a three-week  
8                   period. Each time, he would be either sent to voicemail, be promised a call  
9                   back, or be told he was being transferred to a manager; none of which  
10                  happened.

11                 5.38.12 Finally, knowing that it was unsafe to drive, Mr. Lopez contacted the  
12                 finance company and negotiated a voluntary repossession of the Honda  
13                 Civic.

14                 5.38.13 Zein Automobiles sold Mr. Lopez a used vehicle without disclosing the  
15                 vehicle's rebuilt title and failed to reasonably honor the six month  
16                 warranty.

17                 5.38.14 **J. Villasenor and M. Morales.** After hearing several advertisements  
18                 about the discounts and free warranties offered at Zein Automobiles, Mr.  
19                 Villasenor and Ms. Morales, a married couple, arrived at Zein  
20                 Automobiles on or before March 2015 to purchase a car.

21                 5.38.15 The couple was greeted by a Spanish-speaking salesperson, "Angie." The  
22                 couple speaks Spanish and has a limited understanding of English. All  
23                 communication between the salesperson and the couple was conducted in  
24                 Spanish.

25                 5.38.16 After identifying a 2006 GMC Yukon Denali to purchase, the couple  
26                 negotiated a price and explicitly requested that the six-month warranty that

1 they heard advertised apply to their vehicle. Angie agreed to the price and  
2 the six-month warranty.

3 5.38.17 The couple also identified several issues they wanted fixed, including a  
4 misaligned driver's door, covers for cigarette lighters, running light issues,  
5 and a malfunctioning rear window defroster cable. Angie agreed that  
6 those items would be fixed at no cost to them. This agreement is reflected  
7 in Zein Automobiles' form documenting the details of the negotiation.

8 5.38.18 Upon agreement, the couple signed various sales documents, none of  
9 which were in Spanish. After signing the documents, the couple asked for  
10 paperwork documenting the six-month warranty. Angie told them they  
11 she had forgotten to include it but, after the couple argued with her, she  
12 agreed to instead provide them with a three-month service contract. The  
13 three-month service contract was signed two weeks after the car was  
14 purchased.

15 5.38.19 Despite the three-month service contract and Angie's promises to fix the  
16 identified issues, Zein Automobiles did not honor the express warranties.  
17 The couple attempted to contact the salesperson and manager both in  
18 person and on the phone, but they were repeatedly rebuffed. Instead, Zein  
19 Automobiles fixed the defroster cable only, and refused the couple's  
20 various attempts at addressing the remaining issues.

21 5.38.20 After four months, the engine malfunctioned. Because Zein Automobiles  
22 had refused to provide the promised six-month warranty and the three-  
23 month service contract had expired, the couple was required to pay \$6,000  
24 out of pocket to a third-party to replace the engine themselves.  
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**FIFTH CAUSE OF ACTION**  
**(Breach of Implied Warranties)**

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2  
3 5.46 Plaintiff re-alleges paragraphs 1.1 through 5.45 as if set fully herein.

4 5.47 At all times relevant to this action, a warranty was implied by law that the vehicles  
5 sold by Zein Automobiles were “merchantable,” pursuant to the UCC and state law.  
6 UCC § 2-314; RCW 62A.2.314.

7 5.48 An implied warranty of merchantability is only disclaimed if an explicit  
8 negotiation occurred with the consumer and the waiver disclosed the particular qualities and  
9 characteristics being waived. Zein Automobiles’ practice of requesting consumers sign a  
10 standard-issue “As Is” form is insufficient to disclaim the implied warranty of merchantability.

11 5.49 An implied warranty of merchantability requires that a used car is in reasonably  
12 safe condition and substantially free of defects that render it inoperable.

13 5.50 The following are examples of implied warranty breaches by Zein Automobiles:

14 5.50.1 **S. Pinto.** Mr. Pinto is Latino and has a disability. His primary language is  
15 Spanish and his ability to read, write, or verbally communicate in English  
16 is very limited. On or about February 2014, Mr. Pinto went to Zein  
17 Automobiles because he sought a vehicle to take him to and from his  
18 medical appointments.

19 5.50.2 When Mr. Pinto arrived at the dealership, he was assisted by Zein  
20 Automobiles’ Spanish-speaking salesperson, “Marvin,” and all  
21 communications were conducted in Spanish. Mr. Pinto agreed to purchase  
22 a 2009 Ford Focus and signed several documents in English.

23 5.50.3 Two days later, Mr. Pinto was driving the 2009 Ford Focus when the  
24 engine started shaking and emitting white smoke, rendering it impossible  
25 to drive. When Mr. Pinto requested that Zein Automobiles repair the  
26 vehicle, Zein Automobiles refused. Zein Automobiles sold Mr. Pinto a

1 vehicle that was impossible to drive and breached the implied warranty of  
2 merchantability.

3 5.50.4 **L. Velasco Gomez.** Leticia Velasco Gomez is Latina and lives in  
4 Bellingham, Washington. Ms. Velasco Gomez saw Zein Automobiles' ad  
5 on Facebook for a 2004 Lexus SUV.

6 5.50.5 On or about July 2014, Mr. Velasco Gomez traveled to Everett,  
7 Washington, test drove the 2004 Lexus SUV, and purchased it. She was  
8 assisted by Zein Automobiles' Spanish-speaking salesperson, "Marvin,"  
9 and all communications were conducted in Spanish.

10 5.50.6 One week after the purchase, the vehicle's transmission broke. It was not  
11 possible to drive the vehicle more than 20 miles per hour and it could not  
12 be driven on the freeway.

13 5.50.7 Ms. Velasco Gomez paid to tow the vehicle back to Zein Automobiles to  
14 have it repaired. Once there, however, Zein Automobiles refused to repair  
15 the vehicle.

16 5.50.8 After Ms. Velasco Gomez hired a lawyer, and more than six months after  
17 she purchased the vehicle, Zein Automobiles agreed to fix the  
18 transmission. A week after Zein Automobiles said they fixed the  
19 transmission, however, the vehicle stopped working again.

20 5.50.9 Ms. Velasco Gomez continues to make payments on the vehicle despite  
21 the fact that it is inoperable and stays parked outside of her home. Zein  
22 Automobiles sold Ms. Velasco Gomez a vehicle that was not reasonably  
23 safe to drive and breached the implied warranty of merchantability.

24 5.51 Zein Automobiles sells vehicles that are not actually merchantable or fit for the  
25 ordinary purpose for which a car is used.  
26





1           6.2     Adjudge and decree that the Zein Automobiles' conduct constitutes unfair or  
2 deceptive acts or practices in trade or commerce that are contrary to the public interest in  
3 violation of the Consumer Protection Act, RCW 19.86.020 and RCW 49.60.030(3).

4           6.3     Adjudge and decree that the Zein Automobiles' conduct violates the Washington  
5 Law Against Discrimination, RCW 49.60.215(1).

6           6.4     Issue a permanent injunction enjoining and restraining Zein Automobiles, and  
7 their representatives, successors, assigns, officers, agents, servants, employees, and all other  
8 persons acting or claiming to act for, on behalf of, or in active concert or participation with the  
9 Defendant, from continuing or engaging in the unlawful conduct complained of herein.

10          6.5     Assess penalties, pursuant to RCW 19.86.140, of up to two-thousand dollars  
11 (\$2,000) per violation against Zein Automobiles for each and every violation of  
12 RCW 19.86.020 caused by the conduct complained of herein.

13          6.6     Enter such orders or judgments as may be necessary to restore to consumers  
14 their interests in moneys or property that were lost due to Zein Automobiles' unlawful conduct  
15 pursuant to RCW 19.86.080(2) and RCW 49.60.030(2).

16          6.7     Make such orders pursuant to RCW 19.86.080 and RCW 49.60.030(2) to  
17 provide that Plaintiff, State of Washington, recover from the Zein Automobiles the costs of this  
18 action, including reasonable attorney's fees.

19          6.8     Award such other relief as the Court may deem just and proper.

20         DATED this 28 day of July, 2016.

21  
22                   ROBERT W. FERGUSON  
                    Attorney General

23  
24                     
25                   MARSHA CHIEN, WSBA #47020  
                    Assistant Attorney General  
                    Attorney for Plaintiff  
26                   State of Washington