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Owner/Operator

November 16, 2005

Mr. Alberto A. Jimenez, Chief
Correspondence Research Division
Office of Defects Investigation Enforcement
U.S. Department of Transportation
National Highway Traffic Safety Administration
400 Seventh Street, S.W.
Washington, D.C. 20590

Dear Mr. Jimenez:

Thank you for your August 30, 2005, letter referencing your file NVS-216 mec/Ref. No. 10130172. I appreciate your concern for my problems with the defective Mercedes-Benz wheels and the advice you offered me.

Since that letter I have had four (4) more failures of the rims of this car. Two of these failures were of the original equipment; the other two were failures of the rims that replaced previously failed original equipment.

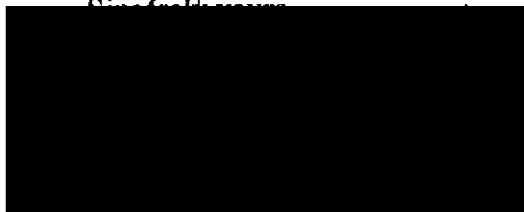
In less than seven months and with 11,000 miles on this car, I have had seven (7) individual failures of wheels and two (2) failures of tires.

Based upon the continued failure of the rims supplied by Mercedes-Benz, either as original equipment or as replacement for failed original equipment, I took your advice and the advice of my attorney and filed a law suit, a copy of which is enclosed, against Mercedes-Benz and the local Mercedes dealers under the Ohio Lemon Law and other consumer protection statutes.

While there is no resolution to this law suit at this date, I felt compelled to inform the U.S. Department of Transportation, National Highway Traffic Safety Administration of the continued failure of these rims and Mercedes complete lack of disregard to the serious problem that these failures present.

Should you have any questions, please do not hesitate to call.

Sincerely,



Cc: Attorney Jerome J. Joondeph
Enclosure

*Carra muni
11/30/05*

Akron, Ohio

**IN THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO**

JOHN C. BLICKLE
470 St. Andrews Drive
Akron, Ohio 44303

Plaintiff

vs.

MERCEDES-BENZ USA, LLC
c/o Statutory Agent
CT Corporation System
1300 East Ninth Street
Cleveland, Ohio 44114

and

GANLEY AKRON, INC.
c/o Statutory Agent
Thomas D. Ganley
10802 Glen Forest Trail
Brecksville, Ohio 44141

Defendants

CASE NO. _____

JUDGE _____

COMPLAINT

JURY DEMAND ENDORSED
HEREON

Now comes the Plaintiff, John C. Blickle, and for his Complaint, states:

Count One
Violation of Ohio "Lemon Law"
(Against Mercedes-Benz)

1. Defendant, Mercedes-Benz USA, LLC ("Mercedes-Benz"), is a foreign corporation authorized to do business in the state of Ohio and is engaged in the manufacture, sale and distribution of automobiles throughout Ohio including Summit County.

2. Defendant, Ganley Akron, Inc. ("Ganley"), is an Ohio corporation which owns and operates an automobile dealership in Akron, Summit County, Ohio.

3. Ganley is an authorized Mercedes-Benz dealership and also operates an authorized Mercedes-Benz service and repair center.

4. On or about April 15, 2005, Plaintiff purchased from Ganley a 2006 Mercedes-Benz CLS 55, vehicle identification number WDDDJ76X56A022158 (hereinafter "the Automobile"). A copy of Plaintiff's motor vehicle purchase contract is attached hereto as Exhibit A.

5. At the time of purchase, Plaintiff was provided with written express warranties applicable to the Automobile, including a written 48 month, 50,000 mile Mercedes-Benz new vehicle limited warranty. A copy of said limited warranty is attached hereto as Exhibit B.

6. Shortly after Plaintiff took delivery of the Automobile, Plaintiff began experiencing recurring problems associated with the Automobile's wheel system, specifically, bent factory installed wheel rims and bent replacement wheel rims incurred under normal driving conditions.

7. Plaintiff has returned the Automobile to Ganley on at least three occasions for repair and/or replacement of bent factory installed and bent replacement wheel rims and has, to date, replaced seven bent wheel rims and at least two ruined tires resulting from defective wheel rims.

8. Plaintiff has been told by Ganley that the only wheel rims that can be installed on the Automobile come from the same manufacturer and that there are no other manufactured wheel rims that can be installed on the Automobile.

9. By virtue of the defective wheel system, the Automobile does not conform to the express written warranties applicable to the Automobile.

10. The defective and non-conforming wheel system substantially impairs the use, safety and value of the Automobile to Plaintiff.

11. Plaintiff reported the nonconformities to Mercedes-Benz within the first year of ownership or 18,000 miles of use, and has otherwise complied with all preconditions for enforcement of the Ohio "Lemon Law".

12. Plaintiff has provided Mercedes-Benz reasonable and sufficient opportunities to repair and/or replace the Automobile pursuant to its written warranties, however, Mercedes-Benz has refused to honor its warranty obligations and has failed to make the necessary repairs or replacement to conform the Automobile to its express warranties.

13. The conduct of Mercedes-Benz violates Ohio's "Lemon Law" as set forth in R. C. 1345.71 et seq.

14. Plaintiff has incurred damages and loss as a direct and proximate result of the defects in the Automobile and its nonconformity to the warranty and the refusal and

failure of Mercedes-Benz to make the necessary repairs or replacement, including, but not limited to, payment of the full purchase price for the Automobile; finance charges and loan interest; automobile insurance; loss of use of the vehicle; significant aggravation and inconvenience; incidental and consequential damages; all to be proven at the trial of this matter.

Count Two
Breach of Warranty Pursuant to the Magnuson-Moss Warranty Act
(Against Mercedes-Benz)

15. Plaintiff realleges and incorporates by reference Paragraphs 1-14 above as if fully rewritten herein.

16. This Court has jurisdiction over Plaintiff's claims herein under the Magnuson-Moss Warranty Act pursuant to 15 U.S.C. § 2310(d)(1)(A).

17. Plaintiff is a "consumer" as defined in 15 U.S.C. § 2301(3).

18. Mercedes-Benz is a "supplier" and a "warrantor" as defined in 15 U.S.C. § 2301(4) and (5).

19. The Automobile is a "consumer product" as defined in 15 U.S.C. § 2301(1).

20. Plaintiff's purchase of the Automobile was accompanied by written express warranties wherein Mercedes-Benz promised to make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period, as shown in attached Exhibit B.

21. Mercedes-Benz failed to comply with its obligations under the terms of said warranties by failing and refusing to repair the defects and nonconformities of the vehicle or to replace the Automobile.

22. Plaintiff has met all of the obligations and preconditions as provided in the written warranties.

23. Plaintiff has incurred damages and loss as a direct and proximate result of the failure and refusal of Mercedes-Benz to honor and comply with its express written warranties.

Count Three
Breach of Implied Warranty Pursuant to the Magnuson-Moss Warranty Act
(Against Mercedes-Benz)

24. Plaintiff realleges and incorporates by reference Paragraphs 1-23 as if fully rewritten herein.

25. The Automobile purchased by Plaintiff was subject to an implied warranty of merchantability under 15 U.S.C. § 2301(7), running from Mercedes-Benz to the Plaintiff.

26. The Automobile was impliedly warranted to be substantially free of defects and nonconformities in both material and workmanship and fit for the ordinary purpose for which the Automobile was intended.

27. The above described defects and nonconformities present in the Automobile render the Automobile unmerchantable, unsafe, and not fit for the ordinary purpose and use for which the Automobile was intended, as represented by Mercedes-Benz.

28. Plaintiff has incurred damages and loss as a result of the breaches of implied warranty by Mercedes-Benz.

Count Four
Violation of Ohio Consumer Sales Practices Act
(Against Mercedes-Benz)

29. Plaintiff realleges and incorporates by reference Paragraphs 1-28 as if fully rewritten herein.

30. Plaintiff is a "consumer" as defined in R.C. § 1345.01(D).

31. Mercedes-Benz is a "supplier" as defined in R.C. § 1345.01(C).

32. Plaintiff's purchase of the Automobile is a "consumer transaction" as defined in R.C. § 1345.01(A).

33. Mercedes-Benz has committed unfair, deceptive and unconscionable acts and practices in violation of the Ohio Consumer Sales Practices Act including but is not limited to, failure and refusal to honor its express and implied warranties applicable to the Automobile, violation of the Magnuson-Moss Warranty Act and stalling and evading its legal obligations to the Plaintiff.

34. The acts and conduct of Mercedes-Benz have been declared to be unfair, deceptive, or unconscionable acts and practices by courts of the state of Ohio to violate the Ohio Consumer Sales Practices Act.

35. Mercedes-Benz knowingly committed said unfair, deceptive and unconscionable practices.

36. Plaintiff has incurred damages as a result of the unfair, deceptive and unconscionable practices committed by Mercedes-Benz.

Count Five
Revocation of Acceptance
(Against Ganley)

37. Plaintiff realleges and incorporates by reference Paragraphs 1-36 above as if fully rewritten herein.

38. Ganley sold and delivered to Plaintiff a defective automobile which failed to conform with the applicable warranties.

39. The defects and nonconformities of the Automobile substantially impair the Automobile's value to Plaintiff.

40. Said defects and nonconformities were not and could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of delivery of the Automobile from Ganley.

41. As a result of said defects and nonconformities, Plaintiff revoked his acceptance of the Automobile and gave notice of his revocation of acceptance to Ganley in writing on October 18, 2005. A copy of Plaintiff's revocation of acceptance is attached hereto as Exhibit C.

42. At the time of Plaintiff's revocation of acceptance, the Automobile was in essentially the same condition as at the time of delivery except for damage caused by its own nonconformities and ordinary wear and tear.

43. Ganley has refused to honor Plaintiff's revocation of acceptance, and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon such revocation.

44. Plaintiff has been and will continue to be damaged as a result of Ganley's failure to honor his rightful revocation of acceptance.

Count Six
Violation of Ohio Consumer Sales Practices Act
(Against Ganley)

45. Plaintiff realleges and incorporates by reference Paragraphs 1-44 above as if fully rewritten herein.

46. Ganley is a "supplier" as defined in R.C. § 1345.01(C).

47. The failure and refusal by Ganley to honor Plaintiff's revocation of acceptance of the Automobile and to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation is an unfair, deceptive and unconscionable act and practice in violation of the Ohio Consumer Sales Practices Act, R.C. § 1345.01 et seq.

48. Ganley's acts and conduct have been declared to be unfair, deceptive or unconscionable acts and practices by courts of the state of Ohio to violate the Ohio Consumer Sales Practices Act.

49. Ganley knowingly committed said unfair, deceptive and unconscionable acts and practices.

50. As a direct and proximate result, Plaintiff has suffered damages.

WHEREFORE, Plaintiff prays for judgment against the Defendants as follows:

1. On Count One, judgment against Mercedes-Benz for return of the full purchase price paid by Plaintiff for the Automobile in the amount of \$103,091.31, all finance charges and loan interest paid by Plaintiff, all incidental and consequential damages incurred by Plaintiff, reasonable attorney's fees, witness fees, and court costs.
2. On Counts Two and Three, judgment against Mercedes-Benz for damages in an amount in excess of \$25,000, plus reasonable attorney's fees, witness fees and costs.
3. On Count Four, judgment against Ganley in an amount equal to three times Plaintiff's actual damages in excess of \$25,000 and/or the statutory minimum of \$200 for each additional unlawful act specified over and above any treble damage award; for reasonable attorney's fees, witness fees and costs.
4. On Count Five, judgment against Ganley for the full purchase price paid by Plaintiff for the Automobile in the amount of \$103,091.31, for all finance charges and loan interest paid by Plaintiff, all incidental and consequential damages, reasonable attorney's fees, witness fees and costs.
5. On Count Six, judgment against Ganley in an amount equal to three times Plaintiff's actual damages in excess of \$25,000 and/or the statutory minimum of \$200 for each additional unlawful act specified over and above any treble damage award; for reasonable attorney's fees, witness fees and costs.
6. On all counts, to the extent permitted by law, Plaintiff requests both prejudgment and post judgment interest and such other further relief as the Court may deem just and equitable.

Respectfully Submitted,

Jerry J. Joondeph (0005611)
Timothy M. Bittel (0011410)
Attorneys for Plaintiff,
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Akron, OH 44308
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JB1LAW@aol.com

Jury Demand

Plaintiff hereby demands a trial by jury on all issues so triable by the maximum number of jurors permitted by law.

Timothy M. Bittel (0011410)
Attorney for Plaintiff