

PE03-058

HOGAN&HARTSON

3/12/04

**FOR MERCEDES-BENZ
ATTACHMENT B (B PART 2 OF 3)**

PART 2 OF 3



Office of the Attorney General

Request for Arbitration
by the
Florida New Motor Vehicle
Arbitration Board

For Office Use Only

Indicate Date:

Filed (DCS)

11/21/01

Ineligible

Returned

Rejected

Withdrawn

Referred to AG

11/27/01

Approved

11/28/01

AG Case #

0001-1093/attA

1. Purchaser/Lessee Name(s):

2. Address:

City:

Miami

State:

FL

Zip Code:

3. Home Phone:

Work Phone:

4. Dealer Name:

Bill Lissery Motors

Address:

300 ALMERCIA AVE

City:

CORAL GABLES

State:

FL

Zip Code:

33134

Lessor, bank, or lending institution to which monthly payments are made:

Mercedes-Benz Credit

Loan or Acct. #

Address:

P.O. Box 530058

City:

ATLANTA

State:

GA

Zip Code:

30353-0058

5. If successful, I prefer to receive:

☒ A refund

☐ A replacement vehicle

NOV 19 2001

Division of Consumer Services

1-800-352-7434

6. Vehicle Type Car ☒ Truck ☐ Van ☐ Sport Utility ☐

7. If a truck 10,000 lbs. or less gross vehicle weight Yes ☐ No ☐

8. Manufacturer: Mercedes
(GM, Ford, Chrysler, Toyota, etc.)

9. Make: Mercedes Model: E-320 Year: 2000
(Dodge, Mercury, etc.) (Mustang, Accord, etc.)

10. Vehicle Identification Number (VIN): WDB121F1E1S1212
(This is a 17-character identifier usually consisting of letters and numerals that is listed on your vehicle registration.)

11. If a conversion vehicle, give the name of the company who performed the conversion, if known:

(Explorer Vans, Mark III, Sharrad, etc. Attach a copy of the warranty.)

- a. Was the conversion work performed prior to your purchase? Yes ☐ No ☐
b. If after your purchase, was the conversion work performed through the dealership as an option, referral or part of the sale? Yes ☐ No ☐

12. Date you took delivery of the vehicle MAY -12- 2000

Mileage on the odometer on the date of delivery 9 miles

13. Was the vehicle: Purchased ☐ Leased ☒

In Florida? Yes ☒ No ☐

As (check one): New ☒ Demonstrator ☐ Used ☐

14. If leased, for a term of one year or more? Yes ☒ No ☐

15. Do you still own or possess the vehicle? Yes ☒ No ☐

16. If purchased used, was the vehicle transferred to you by the original owner within 24 months after the date of original delivery? Yes ☐ No ☒ N/A

a. If yes, complete the following

Original owner's name: _____

State where vehicle was originally purchased: _____

Actual date of delivery to original owner: _____

NOTICE: You must provide proof at the hearing of answers given in this section.

17. List each problem (other than routine maintenance and minor warranty repairs), that was first reported to the authorized service agent (dealer) within 24 months after the date of delivery, and that you claim substantially impairs the use, value or safety of the vehicle. Give the dates of three repair attempts that took place before the date written notification was sent to the manufacturer. If a substantial problem had less than three repairs before notification, list it and the repair date(s). Attach a separate sheet if necessary.
Do not list the same problem twice. Please attach copies of all relevant repair orders.

Problem	Date 1	Date 2	Date 3
1. <u>RADIO / TELE. PRO.</u>	<u>12-18-00</u>	<u>01-07-01</u>	<u>02-07-01</u>
2. <u>DOORS / FRONT SEAT</u>	<u>12-18-00</u>	<u>12-26-00</u>	<u>01-11-01</u>
3. <u>DASH BUMPER CRACKED</u>	<u>12-18-00</u>		
4. <u>RETRACTOR PANEL</u>	<u>12-26-00</u>		
5. <u>DASH TRAY - DEFECT</u>	<u>12-26-00</u>		
6. <u>CRACK SHIFT PULLY</u>	<u>03-01-01</u>		

18. Did you notify the manufacturer (not the dealer) identified in Question 8 in writing after three or more repair attempts for the same problem(s)?

Yes ☒ No ☐

If yes, date the manufacturer received notification: 12-04-00 10-11-2001

- a. (Answer only if applicable.) Did you notify the conversion company identified in Question 11 in writing after three or more repair attempts?

Yes ☐ No ☐

If yes, date the conversion company received the notification: _____

Attach a copy of the motor vehicle defect notification form or other written notification and postal receipt indicating when the manufacturer and/or conversion company received the notification.

19. Following receipt of the notification, did the manufacturer and/or conversion company make a final attempt to correct the problem(s)?

Yes ☒ No ☐

If yes, on what date(s)? 12-18-01 - CD INSTRUCTA / GOODWILL 11-06-01

If no, explain why: _____

(Attach copies of all relevant work orders.)

20. Does the problem(s) still exist?

None - Yes ☒ No ☐

If no, explain why: SHOULD HAVE BEEN REPAIRED FOR NADA

PROBLEM

DATE 1

DATE 2

DATE 3

7	A/C BLOWER	03-20-01		
8	FUEL GAGE	05-09-01		
9	TRANSMISSION	05-09-01	08-03-01	10-09-01
10	SUNVISOR	05-09-01	10-09-01	
11	Lights + Locks ELECTRICAL -	05-19-01	06-25-01	07-16-01
12	TRANS-SHIFTER	06-25-01	08-03-01	11-06-01
13	HYDRA PUMP	08-03-01	08-07-01	

— CONT ON DATE

DATE 4

DATE 5

DATE 6

DATE 7

1)	RADIO	12-18-01	06-25-01		
2)	DRIVERS SEAT	03-01-01	03-09-01	05-09-01	06-25-01
1)	Lights - Locks ELECTRICAL	07-23-01	10-01-01		
9)	TRANSMISSION	11-06-01	11-09-01		
2)	TRANS-SHIFTER	11-09-01			

21. Was the vehicle out of service for repair of one or more of the problems described in Question 17 for a cumulative total of 30 or more calendar days? Yes ☒ No ☐

If yes, how many days? 45 DAYS + 4 DAYS? = 49

Did you notify the manufacturer (not the dealer) identified in Question 8 and, if applicable, the conversion company identified in Question 10 in writing after 15 or more days out of service? Yes ☒ No ☐

If yes, date(s) the manufacturer and/or conversion company received notification:

Manufacturer: 12-04-00 / 10-11-01 Conversion Company: _____

If no, explain why: _____

22. Following receipt of the notification, did the manufacturer, conversion company or authorized service agent (the dealer) have the opportunity to inspect or repair the vehicle? Yes ☒ No ☐

If no, explain why: _____

23. Is the problem(s) about which you are complaining the result of an accident, abuse, neglect, modification or alteration by someone other than the manufacturer, conversion company or an authorized service agent (the dealer)? Yes ☐ No ☒

24. Did you participate in a state-certified manufacturer's informal dispute settlement program? Yes ☐ No ☐

If yes, what was the name of the program? _____
(BBB/AUTOLINE, etc.)

Date the program received your claim: _____

Date of your hearing (if applicable): _____ Mileage: _____

Did that program render a decision? Yes ☐ No ☐

If no, explain why: _____

If yes, were you satisfied with the decision of the program? Yes ☐ No ☐

Date of final decision or action: _____

You must attach copies of: your claim, postal receipt or letter from the program acknowledging receipt, and the decision of the program, if applicable.

25. Is this your first request for arbitration by the Florida New Motor Vehicle Arbitration Board for this vehicle?

Yes ☒

No ☐

If no, was previous application: Withdrawn by you ☐

Rejected by screening agency ☐

If neither withdrawn nor rejected, what happened?

Did you have a hearing?

Yes ☐

No ☐

Case Number: _____

If you had a hearing and lost, explain how your circumstances have significantly changed to now qualify your vehicle for a refund or replacement (add a separate sheet of paper if necessary).

Please attach a copy of your Vehicle Invoice, Bill of Sale, Finance or Retail Installment Agreement or Lease Agreement, along with copies of any invoices, canceled checks, etc. evidencing amounts paid by you in connection with your purchase or lease of the vehicle (including government fees and taxes (not financed), window tinting, extended service agreement, vehicle add-ons, etc.). Include verification of monthly payments made.

26. Did you incur any reasonable expenses (e.g., towing, rental car, repair bills, postage, etc.) as a direct result of the defect(s) for which you were not reimbursed? Yes ☒ No ☐

If yes, please attach copies of receipts, invoices, etc. However will not pursue

False official statements: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in §§775.082, 775.083, and 775.084, Florida Statutes.

I hereby request arbitration of my case by the Florida New Motor Vehicle Arbitration Board. I certify that all statements made in connection with this request for arbitration are true and correct to the best of my knowledge, and that this statement and its attachments are public records.

Signature (Second Consumer)

1/10/14-01
Date

Your application will be returned to you if you did not include the following applicable documents (please check documents submitted):

- ☒ A copy of the coverage page of the warranty from the manufacturer identified in Question 8
- ☐ A copy of any warranty given by the conversion company identified in Question 10, if applicable
- ☒ Copies of relevant repair orders in your possession (Questions 17 and 19)
- ☒ A copy of the defect notification form or other written notification you sent to each manufacturer or conversion company (Questions 18 and 21)
- ☒ A copy of the postal receipt indicating when the manufacturer and/or conversion company received such notification (Questions 18 and 21)
- ☐ A copy of the claim filed with and postal receipt or acknowledgment letter from a manufacturer's state-certified program (if applicable) (Question 24)
- ☐ A copy of the decision of a manufacturer's state-certified program, if any (if applicable) (Question 24)
- ☒ A copy of the bill of sale, retail installment contract or lease agreement
- ☒ Copies of all receipts or invoices for items purchased in connection with your acquisition of the vehicle
- ☐ Copies of all receipts or invoices for expenses directly caused by the defect(s)

Be sure to make and keep a copy of this form and all attachments for your own records.

Return completed *original* form with *copies* of all applicable documents attached to:

**Department of Agriculture and Consumer Services
Lemon Law Arbitration Screening
227 North Bronough Street
City Centre Building, Suite 7250
Tallahassee, Florida 32301
1-800-321-5366**

Motor Vehicle Defect Notification

(Please print clearly in black ink, or type)

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

- ☐ The vehicle has been out of service at least 15 days to repair one or more substantial defects.
- ☒ 3 or more repair attempts have been made to repair the same substantial defect or condition. This is notification of the first opportunity to correct the continuing substantial defect(s) or condition(s).

Description of continuing defect(s) or condition(s) RADIO RECEPTION IS WEAK.

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

Vehicle Make Mercedes Model E-320 Year 2000

VIN WDDJF165714A Date of Delivery 11/19/2000

Name and City/State of selling dealer or leasing company (if applicable) ALL US CAR RENTALS, INC.

320 ALHAMBRA AVE. CORAL GABLES, FLA.

Name and City/State of authorized service agent(s) attempting previous repairs ALL US CAR RENTALS, INC.

FLA. CORAL GABLES, FLA.

Consumer [REDACTED] Home phone [REDACTED]

Address [REDACTED] Work phone [REDACTED]

MIAMI, FLA. Signature [REDACTED]

Date 7/20/00

White—manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow—consumer's copy, keep for your records.
Pink—Attorney General's copy, send by regular mail.

(1.000)



Mercedes-Benz

Mercedes-Benz USA, LLC
A DaimlerChrysler Company

May 9, 2002

**Office of the Attorney General
Lemon Law arbitration Program
The Capitol
Tallahassee, FL 32399-1050**

**Re: [REDACTED]
Case # 2001-1093/MIA**

Dear Sir/Madam:

Enclosed please find an original Settlement Terms form in the above matter.

Sincerely,


**Mark W. Kelly
Counsel**

MHK/mk

Cc: N. Edelman (w/encl.)



**Office of the Attorney General
Lemon Law Arbitration Program**

This agency is required under the Florida Lemon Law to maintain statistical information on all disputes submitted to the Florida New Motor Vehicle Arbitration Board. Such information includes prehearing settlements and their values, if applicable.

Pursuant to §681.1095(16), Florida Statutes (1997), a manufacturer must verify the settlement terms for disputes approved for arbitration when requested by this agency.

A settlement has been reported to this agency by the consumer for the case listed below. We are requesting that you complete and return this form to this agency within 10 days of its receipt. In addition to the form, you may submit any document evidencing the settlement terms entered into by your company and the consumer. The information should be faxed to (850) 488-7295 or mailed to:

Office of the Attorney General
Lemon Law Arbitration Program
The Capitol
Tallahassee, Florida 32399-1050

SETTLEMENT TERMS

MANUFACTURER Mercedes-Benz USA, Inc.

CASE # 2001-1093/MIA

CONSUMER'S NAME

VIN WDBJF65J9Y

1. What type of settlement did your company and the consumer enter into? (Please check all that apply)

refund ☒ replacement vehicle ☐ trade assistance ☐ repair ☐

warranty extension ☐ buyer's certificate ☐ other ☐

(If other, please specify _____)

2. If your company agreed to provide a replacement vehicle, indicate the type of vehicle your company provided or has agreed to provide. If your company agreed to provide trade assistance, indicate the type of vehicle the consumer acquired.

YEAR _____ MAKE N/A MODEL _____

April 30, 2002

3. If your company agreed to provide a replacement vehicle or trade assistance, please itemize the amounts, if any, the consumer paid or agreed to pay to obtain another vehicle. (e.g., offset for use; model year or different model upgrade; extra options such as larger engine, sun roof, leather, etc.)

TOTAL PAID BY CONSUMER

\$ _____

4. If your company provided or has agreed to provide a refund, please itemize the amounts paid to arrive at the total refund. (e.g., trade-in allowance, down payment, loan or lease payments, collateral charges, offset for use, incidental charges, etc.)

_____ \$ 6,000-

TOTAL PAID TO CONSUMER

\$ 6,000-

5. If your company provided or has agreed to provide a refund and the original vehicle was financed or leased, what is the amount of the refund paid or to be paid to the lienholder or lessor?

\$ 39,057.84

Your Name and Title

Your telephone number

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD**



Consumer,

vs.

MERCEDES-BENZ USA, INC.

Manufacturer.



ORDER DISMISSING CASE AND CLOSING FILE

THIS CASE came before the New Motor Vehicle Arbitration Board upon approval of the Consumer's request for arbitration. The hearing in this case was postponed at the Consumer's request because the parties were negotiating a settlement. The Consumer has failed to notify the Board Administrator of this matter as required by the Order postponing the hearing. Therefore, it is

ORDERED that the Consumers' request for arbitration is considered withdrawn and this case is hereby **DENIED** and the file shall be closed.

DONE and ORDERED this 30th day of April, 2002.

FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD

Copies furnished to:

Consumer

Manufacturer

Manufacturer's Attorney

HINSHAW & CULBERTSON

(W)

MEMPHIS, TENNESSEE
CHAMPAIGN, ILLINOIS
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
JOLIET, ILLINOIS
LENA, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS
SPRINGFIELD, ILLINOIS
WATERMAN, ILLINOIS

SUITE 200
FIRST UNION CENTER
100 SOUTH ASHLAND
TAMPA, FLORIDA 33601

TEL: 813.291.5500
FAX: 813.291.5501
TELEFAX: 813.291.5502

SAN FRANCISCO, CALIFORNIA
FT. LAUDERDALE, FLORIDA
JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
TAMPA, FLORIDA
MINNETONKA, MINNESOTA
MINNEAPOLIS, MINNESOTA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
BLACKSBURG, VIRGINIA
MILWAUKEE, WISCONSIN

April 30, 2002

FILE NO.
809578

Mark Kelly, Esquire
Mercedes-Benz USA, LLC
One Mercedes Drive
Montvale, NJ 07645-0350

Re: [REDACTED], Mercedes-Benz USA, Inc.

Dear Mark:

With regard to the above-captioned matter, please be advised that the Consumer, [REDACTED] delivered the subject vehicle to Bill Usery Motors in Miami, Florida, on March 29, 2002. Luis Gutierrez conducted the vehicle/refund check exchange. At the time of vehicle delivery, Mr. Gutierrez arranged for Mr. Caragol to sign an Odometer Verification Form and a Power of Attorney.

I have enclosed herein for your file copies of the following:

1. Power of Attorney;
2. Odometer Verification Form; and
3. Recquired Vehicle Inspection Report prepared by Andrew Kambich.

As always, I forwarded the original signed settlement documents to Mr. Edleman. Should you need additional information or documentation from me, please do not hesitate to call. Once again, thank you for allowing me the opportunity to represent Mercedes-Benz USA in this matter.

Very truly yours,


Andrew W. Bennett
For the Firm

BWB/cjm
Enclosures

cc: Neil Edleman (With Original Attachments)
Andrew Kambich

POWER OF ATTORNEY

VEHICLE DESCRIPTION

Year: 2000 Make: Mercedes-Benz Model: E-320W Body Type: _____ VIN: WDBUF6519YE [REDACTED]

Federal Odometer Law requires that you state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment.

I, [REDACTED] Appoint _____
(Print Transferor's / Seller's Name)

as my attorney-in-fact to sign all papers and documents required to secure the title and further grant the authority to endorse and transfer title thereto, and to disclose the mileage, on the title for the vehicle described above, exactly as stated in my following disclosure. I certify that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it is _____ the actual mileage.

Transferor's _____ Title _____ Print Name _____ Date of Statement 03-29-02

Co-Transferor's _____
Seller's Signature _____ Print Name _____

Transferor's _____
Street Address _____ City _____ State _____ Zip Code _____

Transferee's _____
Buyer's Signature _____ Print Name _____

Transferee's _____
Street Address _____ City _____ State _____ Zip Code _____

Sworn to and subscribed before me this _____ day of _____, 2002.

(Signature of Notary Public)

(Stamp with Seal Commissioned Name of Notary Public)

****NOTARY REQUIRED FOR TRANSFEROR'S / SELLER'S SIGNATURE.****

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
DIVISION OF MOTOR VEHICLES
NEIL KIRGMAN BUILDING TALLAHASSEE, FLORIDA 32399-0610

VEHICLE IDENTIFICATION NUMBER AND ODOMETER VERIFICATION

PART A - OWNER'S VEHICLE IDENTIFICATION AFFIDAVIT AND ODOMETER DECLARATION

(Completion of this part requires a physical inspection of the vehicle by the owner)

AFFIDAVIT:

DATE March 29, 2002

This is to certify that I, the undersigned, am the lawful owner of the motor vehicle described on this form and that I have, on the date entered above, made a physical inspection of the motor vehicle and have recorded the vehicle identification number and other identification information and the odometer reading and certification in the spaces provided on this form.

VEHICLE IDENTIFICATION (MOTOR NUMBER ALL MAKES THROUGH 1994 - IDENTIFICATION NUMBER 1995 AND LATER)

Vehicle Identification Number	Year	Make	Color	Body	Previous State of Title
DB7F6579YC	2000	McBury			

ODOMETER DECLARATION

WARNING: Federal and State law requires that you state the mileage in connection with an application for a Certificate of Title. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I AM Jose F. Caracol STATE THAT THIS MOTOR VEHICLE'S ☐ 5 DIGIT OR ☒ 6 DIGIT ODOMETER NOW READS 038,415 (NO TENTHS) MILES, DATE READ 03, 29, 02, AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED IN THIS DOCUMENT UNLESS ONE OF THE FOLLOWING IS CHECKED:

- CAUTION:** ☐ 1. IN EXCESS OF ITS MECHANICAL LIMITS. I HEREBY CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE, THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS
DO NOT CHECK IF ACTUAL MILEAGE ☐ 2. IS NOT THE ACTUAL MILEAGE. I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. **WARNING - ODOMETER DISCREPANCY**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT

[Redacted Signature]

[Redacted Signature]

(Owner's Printed Name)

PART B - VERIFICATION OF VEHICLE IDENTIFICATION

(Completion of this part requires a physical inspection of the above described motor vehicle by a licensed Dealer, Florida Notary Public, Police Officer, DMV/Tax Collector Employee or Division of Motor Vehicles Inspector Completing the verification of the vehicle identification number.)

I, the undersigned, certify that I have physically inspected the above described vehicle and find that the vehicle identification number on the vehicle to be identical to the vehicle identification number recorded on this form.

Date: _____ DMV/Tax Collector Employee: _____

(SEAL)

Signature: _____ Printed Name: _____

Commissioned Name of Notary: _____ Notary Signature: _____
(Print, Type or Stamp)

Agency or Dealer Name: _____ Badge # or Dealer #: _____

Florida Compliance Examiner/Inspector Badge or ID Number: _____

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THIS DOCUMENT



Mercedes-Benz

Mercedes-Benz USA, LLC

A DaimlerChrysler Company

March 22, 2002

VIA OVERNIGHT MAIL

Bruce W. Bennett, Esq.
C/o Hinshaw & Culbertson
First Union Center #830
100 South Ashley
Tampa, FL 33602

Re: [REDACTED] MBUSA

Dear Bruce:

Enclosed please find our settlement check in the amount of \$6,000.00 with regard to the above matter.

Should you have any questions, please do not hesitate to contact me directly at 201-573-2231.

Sincerely,


Mark H. Kelly
Counsel

MHK:lps

Enclosure



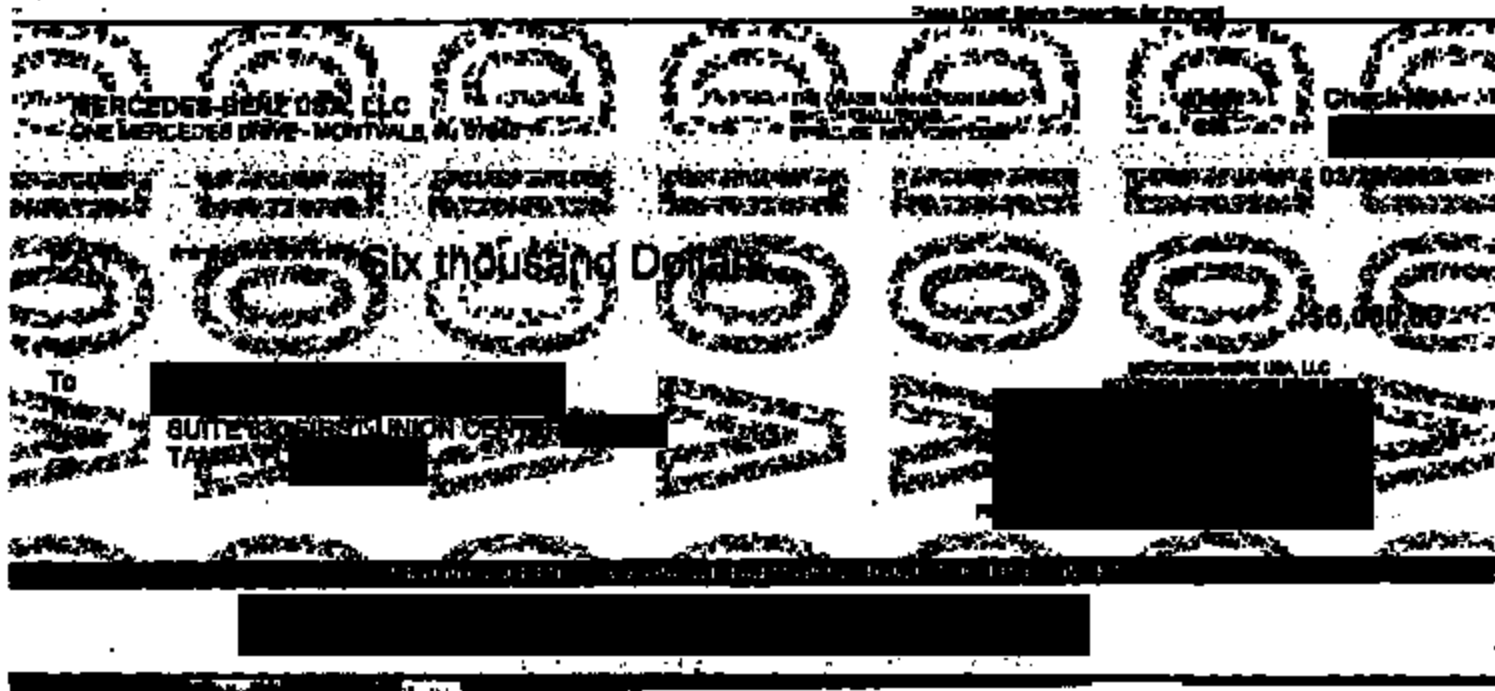
MERCEDES-BENZ USA, LLC
ONE MERCEDES DRIVE - MONTVALE, NJ 07048

Vendor Name
Vendor No.
109483

Check Total
\$6,000.00

Check No. [REDACTED]
Check Date Mar 22, 2002

DATE	INVOICE NUMBER	DOCUMENT NUMBER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
03/31/2002	SETTLEMENT2002	2200007416	6,000.00 6,000.00	0.00 0.00	6,000.00 6,000.00





Mercedes-Benz

Mercedes-Benz USA, LLC

A DaimlerChrysler Company

March 5, 2002

VIA OVERNIGHT MAIL
Mercedes-Benz Credit
C/o Mellon Financial Services
888 South Greenville, Suite 200
Richardson, TX 75081

Attn: MBC 890634

Re: [REDACTED]. MBUSA
Lease Number 01360311280 [REDACTED]
2000 MBCA E32FW
VIN: WDBJF63J9YB [REDACTED]

Dear Sir/Madam:

Enclosed please find our payoff check in the amount of \$39,057.84 with regard to the vehicle in the above matter.

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

Sincerely,


Mark W. Kelly
Counsel

MHK:lpe

Enclosure



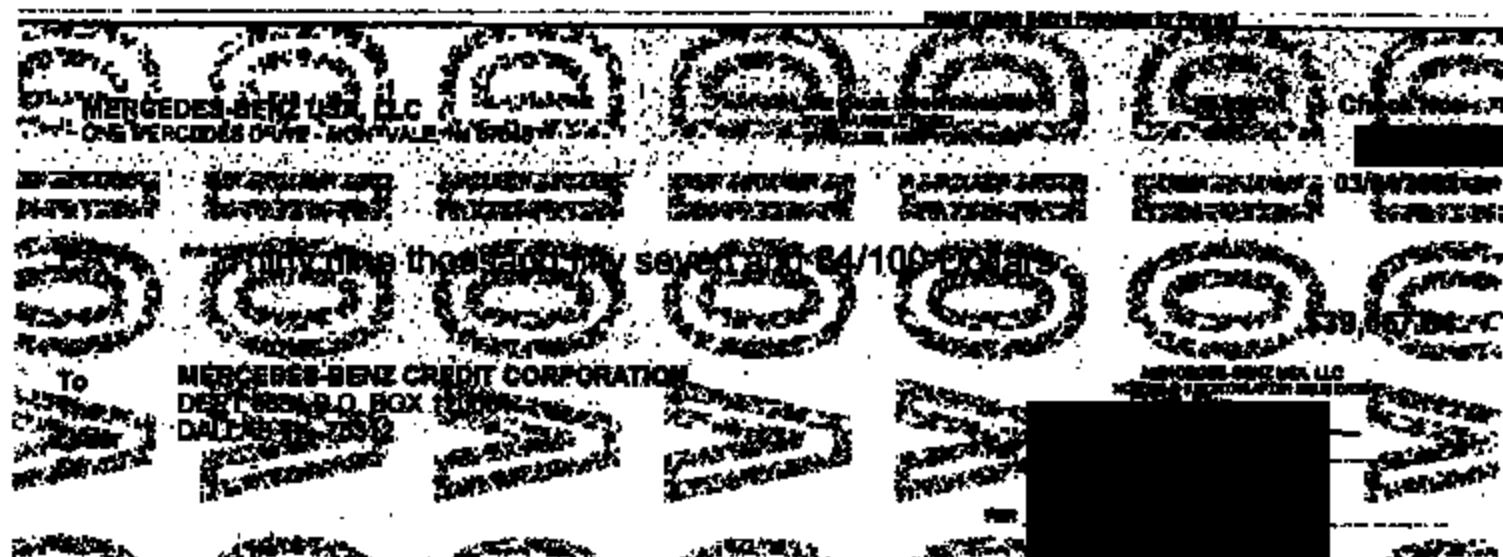
Re: N. Edelman

MERCEDES-BENZ USA, LLC
ONE MERCEDES DRIVE • MONTVALE, NJ 07048

Vendor Name
Vendor No.
107157

MERCEDES-BENZ CREDIT CORPORATION
Check Total
\$39,057.84
Check No. [REDACTED]
Check Date Mar 04, 2002

DATE	INVOICE NUMBER	DOCUMENT NUMBER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
03/01/2002	030102	2200005570	39,057.84	0.00	39,057.84
			39,057.84	0.00	39,057.84



HINSHAW & CULBERTSON

ALBUQUERQUE, NEW MEXICO
ANNE ARBOR, MICHIGAN
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
FORT MYERS, FLORIDA
FORT WORTH, TEXAS
HARTFORD, CONNECTICUT
INDIANAPOLIS, INDIANA
JACKSONVILLE, FLORIDA
KANSAS CITY, MISSOURI
LOS ANGELES, CALIFORNIA
MEMPHIS, TENNESSEE
MINNEAPOLIS, MINNESOTA
NEW YORK, NEW YORK
PHILADELPHIA, PENNSYLVANIA
PORTLAND, OREGON
SAN ANTONIO, TEXAS
SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON
SPRINGFIELD, ILLINOIS
TAMPA, FLORIDA
TULSA, OKLAHOMA
WASHINGTON, D.C.
WICHITA, KANSAS
WILMINGTON, DELAWARE
WISCONSIN

ALBUQUERQUE, NEW MEXICO
ANNE ARBOR, MICHIGAN
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
FORT MYERS, FLORIDA
FORT WORTH, TEXAS
HARTFORD, CONNECTICUT
INDIANAPOLIS, INDIANA
JACKSONVILLE, FLORIDA
KANSAS CITY, MISSOURI
LOS ANGELES, CALIFORNIA
MEMPHIS, TENNESSEE
MINNEAPOLIS, MINNESOTA
NEW YORK, NEW YORK
PHILADELPHIA, PENNSYLVANIA
PORTLAND, OREGON
SAN ANTONIO, TEXAS
SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON
SPRINGFIELD, ILLINOIS
TAMPA, FLORIDA
TULSA, OKLAHOMA
WASHINGTON, D.C.
WICHITA, KANSAS
WILMINGTON, DELAWARE
WISCONSIN

ALBUQUERQUE, NEW MEXICO
ANNE ARBOR, MICHIGAN
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
FORT MYERS, FLORIDA
FORT WORTH, TEXAS
HARTFORD, CONNECTICUT
INDIANAPOLIS, INDIANA
JACKSONVILLE, FLORIDA
KANSAS CITY, MISSOURI
LOS ANGELES, CALIFORNIA
MEMPHIS, TENNESSEE
MINNEAPOLIS, MINNESOTA
NEW YORK, NEW YORK
PHILADELPHIA, PENNSYLVANIA
PORTLAND, OREGON
SAN ANTONIO, TEXAS
SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON
SPRINGFIELD, ILLINOIS
TAMPA, FLORIDA
TULSA, OKLAHOMA
WASHINGTON, D.C.
WICHITA, KANSAS
WILMINGTON, DELAWARE
WISCONSIN

February 27, 2002

FILE NO.
809576

Via Facsimile & US Mail
Mark Kelly, Esquire
Mercedes-Benz USA, LLC
One Mercedes Drive
Montvale, NJ 07645-0350

Re: [REDACTED] v. Mercedes-Benz USA, Inc.
Case No. 2001-1093/MIA

Dear Mark:

With regard to the above-captioned matter, enclosed please find a copy of the current lease payoff quote from Mercedes-Benz Credit. As you will note, said quote is good through March 1, 2002. Thank you for your prompt attention to this matter.

Very truly yours,

Bruce W. Bennett

Bruce W. Bennett
For the Firm

BWB/clm

Enclosure

SIGNED IN MR. BENNETT'S ABSENCE (U)
AVOID DELAY IN MAILING

FAX

RECEIVED

FEB 25 2002

Mercedes-Benz Credit

To:

Company:

Fax Number:

Phone Number:

From: Kristeen Reynolds

Fax Number: 1-800-873-5468

Phone Number: 1-800-654-6222

Time Sent: Saturday, Feb 23, 2002 08:44AM

Pages: 3

Description:

Mercedes-Benz Credit

February 23, 2002

Msgr [REDACTED]

FL [REDACTED]

Dear [REDACTED]

Re: Lease Number 01300311280239001
Year: 00 Make: MBCA Model: E320W
VIN: WDBJF65J9Y [REDACTED]

Thank you for your recent inquiry to Mercedes-Benz Credit. The payoff subject to the terms below, calculated through March 1, 2002, is \$ 39,057.84.

Please mail the payoff check made payable to Mercedes-Benz Credit, a completed odometer statement (next page) and an address for title return to one of the following addresses:

Regular Mail:
Mercedes-Benz Credit
Dept. 0634
PO Box 120001
Dallas, TX 75312-0634

Courier / Overnight Delivery:
Mallen Financial Services
888 South Greenville, Suite 200
Richardson, TX 75081
Attention: MBC 890634

Sending a Cashier's Check will expedite title release by approximately 7 days. If you send a personal check, the title will be released in approximately 14 days. Please note the payoff quote is based on our records as of the date of this letter. It shall not be deemed to modify the terms of your lease agreement. It is subject to adjustments as a result of the reversal of any payment previously applied to the above account.

Should you need additional assistance, please contact our Client Service Center at (800) 654-6662.

Thank you for selecting Mercedes-Benz Credit to serve your financing needs.

Sincerely,


Kristeen Reynolds
Client Service Representative



Mercedes-Benz

Mercedes-Benz USA, LLC

A DaimlerChrysler Company

January 4, 2002

VIA TELEFAX 813-276-1956

Bruce W. Bennett, Esq.
c/o Hinshaw & Culbertson
First Union Center #830
100 South Ashley
Tampa, FL 33602

Re: [REDACTED] v. MBUSA

Dear Bruce:

Attached is the Consumer's Prehearing Information Sheet in the above matter.

Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,

Mark H. Kelly
Counsel

MHK/mk



*** TI REPORT ***

TRANSMISSION ON

TX/RX NO	2040	
CONNECTION TEL		010132701000
SUBADDRESS		
CONNECTION ID		
ST. TIME	01/04 10:00	
USAGE T	02'00	
PGS.	0	
RESULT	OK	



Mercedes-Benz

Mercedes-Benz USA, LLC -
A DaimlerChrysler Company

January 4, 2002

VIA TELEFAX 813-276-1956

Bruce W. Barnett, Esq.
c/o Hinshaw & Culbertson
First Union Center #830
100 South Ashley
Tampa, FL 33602

Re: [REDACTED] v. MBUSA

Dear Bruce:

Attached is the Consumer's Prehearing Information Sheet in the above matter.

Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,


Mark H. Kelly
Counsel

MHK/rsk

HINSHAW & CULBERTSON

BELEVILLE, ILLINOIS
BLOOMINGTON, ILLINOIS
CHAMPAIGN, ILLINOIS
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
JOLIET, ILLINOIS
LIBEL, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS
SPRINGFIELD, ILLINOIS
WAUKEGAN, ILLINOIS

SOUTH B6
FIRST UNION CENTER
100 SOUTH ASHLEY
TAMPA, FLORIDA 33606

TEL 813/7613442
TELEFAX 813/7613444

SAN FRANCISCO, CALIFORNIA
FT. LAUDERDALE, FLORIDA
JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
MUNSTER, INDIANA
MINNEAPOLIS, MINNESOTA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
BROOKFIELD, WISCONSIN
LAKE GENEVA, WISCONSIN
MILWAUKEE, WISCONSIN

TELECOPIER TRANSMISSION

DATE: March 19, 2002

MATTER NO: 808576

MATTER NAME: [REDACTED] v. Mercedes-Benz

TO: Mark Kelly, Esquire

Telecopier No.: 201-573-0117

FROM: Bruce W. Bennett, Esq.

NO. OF PAGES (including this cover sheet): 2

COMMENTS: Social Security Number: [REDACTED]

☐ Return to (other than above)

☒ Sent By Carol Miller
Please call 1-813-276-233

If you do not receive the number of pages listed above, please call the number indicated above.

If you are not the intended recipient of this telefax, please send to (813) 276-1956 or call the number indicated above at our expense immediately, so that we can arrange for the return of this document to us at no cost to you. Thank you.

HINSHAW & CULBERTSON

ALBUQUERQUE, NEW MEXICO
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
JOLIET, ILLINOIS
LAKE, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS
SPRINGFIELD, ILLINOIS
WAGONS, ILLINOIS

ST. LOUIS, MISSOURI
TAMPA, FLORIDA, INC.

ST. LOUIS, MISSOURI

TELEPHONE 314.455.1111

SAN FRANCISCO, CALIFORNIA
ST. LOUIS, MISSOURI
JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
TAMPA, FLORIDA
MINNEAPOLIS, MINNESOTA
ST. LOUIS, MISSOURI
AMSTERDAM, NETHERLANDS
BRUSSELS, BELGIUM
LUXEMBOURG, LUXEMBOURG

February 18, 2002

FILE NO.
809576

Mark Kelly, Esquire
Mercedes-Benz USA, LLC
One Mercedes Drive
Montvale, NJ 07645-0360

Re: [REDACTED] v. Mercedes-Benz USA, Inc.
Case No. 2001-1083/MIA

Dear Mark:

With regard to the above-captioned matter, enclosed please find a copy of my settlement confirmation letter to [REDACTED]. As you will note, the Consumer refund amount is \$8,000.

Also enclosed is a copy of the lease payoff quote from Mercedes-Benz Credit Corporation. Please send the lease payoff check directly to Mercedes-Benz Credit Corporation. Should you have any questions or comments regarding this matter, please do not hesitate to call.

Very truly yours,


Bruce W. Bennett
For the Firm

BWB/cim

Enclosure

HINSHAW & CULBERTSON

DELEVILLE, ILLINOIS
BLOOMINGTON, ILLINOIS
CHAMPAIGN, ILLINOIS
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
JOLIET, ILLINOIS
LIBERT, ILLINOIS
PEORIA, ILLINOIS
ROCKFORD, ILLINOIS
SPRINGFIELD, ILLINOIS
WAUKEGAN, ILLINOIS

SUITE 800
FIRST UNION CENTER
100 SOUTH ARLEY
TAMPA, FLORIDA 33602

(813) 276-1958
TELEFAX (813) 276-1958

SAN FRANCISCO, CALIFORNIA
FT. LAUDERDALE, FLORIDA
JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
MUNSTER, INDIANA
MINNEAPOLIS, MINNESOTA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
BROOKFIELD, WISCONSIN
LAKE GENEVA, WISCONSIN
MILWAUKEE, WISCONSIN

TELECOPIER TRANSMISSION

DATE: March 19, 2002

MATTER NO: 009576

MATTER NAME: [REDACTED] v. Mercedes-Benz

TO: Lisa/Mark Kelly, Esquire

Teletypewriter No.: 201-573-2595

FROM: Bruce W. Bennett, Esq.

NO. OF PAGES (including this cover sheet): 2

COMMENTS: Still waiting on call back for SSN!

() Return to (other than above)

(✓) Sent By Carol Miller
Please call 1-813-276-233

If you do not receive the number of pages listed above, please call the number indicated above.

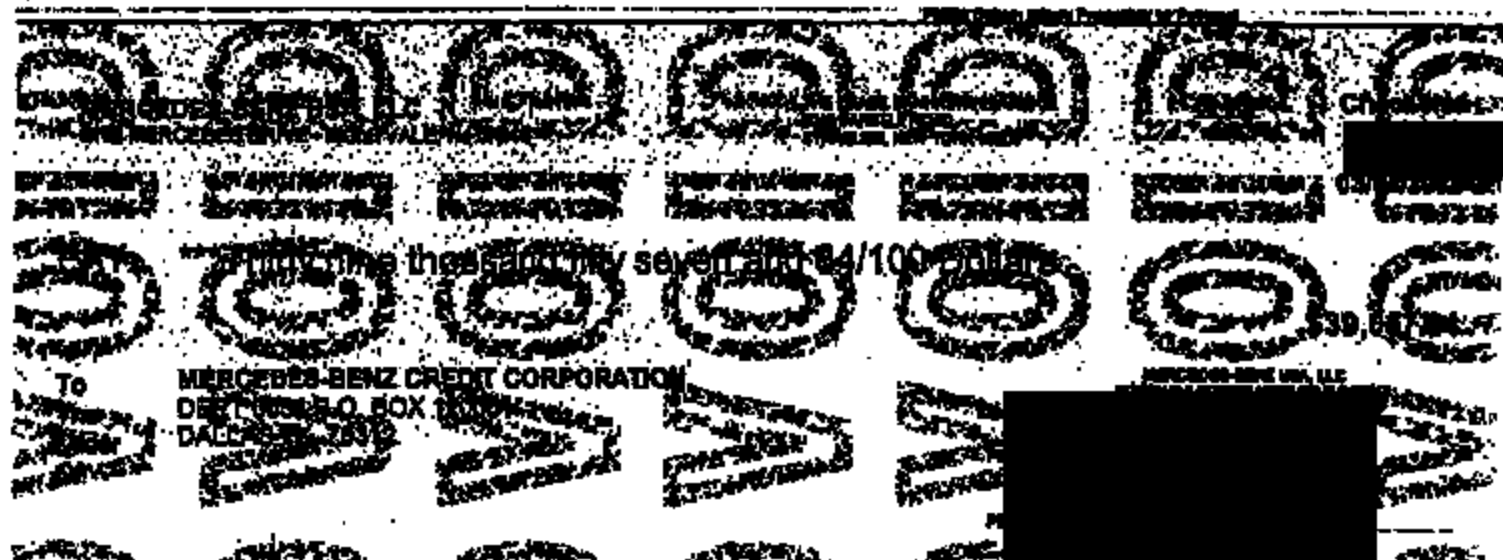
If you are not the intended recipient of this teletypewriter, please send to (813) 276-1958 or call the number indicated above at our expense immediately, so that we can arrange for the return of this document to us at no cost to you. Thank you.

MERCEDES-BENZ USA, LLC
ONE MERCEDES DRIVE - MONTVALE, NJ 07045

Vendor Name
Vendor No.
107187

MERCEDES-BENZ CREDIT CORPORATION
Check Total
\$39,057.84
Check No. [REDACTED]
Check Date Mar 04, 2002

DATE	INVOICE NUMBER	DOCUMENT NUMBER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
03/01/2002	030102	2200005870	39,057.84	0.00	39,057.84
			39,057.84	0.00	39,057.84





CHECK PICK-UP by LISA - ext. 2230

CHECK REQUISITION

Number _____

Due Date NonePAYEE Merridian Bank CreditADDRESS Dept. 0634
P.O. Box 120001Dallas, TX 75312-0634AMOUNT \$ 39,057.84 Thirty Nine Thousand Fifty Seven Dollars and 84/100 Cents
(FIGURES) (WORDS)PURPOSE Settlement of Florida Lemon Law Arbitration Case No. 2001-1075/KS, Caracol v. NBUA, involving 2000 E320 VIN # WDMJF85J8YB102132 for alleged problems with radio system, driver's seat, dashboard, a/c vent panel, ashtray defect, crank light pulley, a/c blower, fuel gauge, transmission, sun visor, electrical, transmission and oxygen sensor. NBUA to buy back vehicle.

APPROPRIATION # _____

DOC. REC # OR TRN ID _____

(REQUIRED IF AN INDIVIDUAL OR PARTNERSHIP, NOT AN EMPLOYEE)

NAME/DATE (PLEASE PRINT)

REQUESTED BY Mark E. Kelly 3/1/02APPROVED BY Anthony P. La Spada 3/1/02APPROVED BY
(IF NEEDED)VOUCHER # 22-5570

VENDOR # _____

107157

LOC/COST CTR.	PROJECT	ACCOUNT	FACD CMT/SUB.	CUST CMT/SUB.
<u>100</u>	<u>9999</u>	<u>340210</u>		

NOTE: ALL CHECK REQUISITIONS MUST HAVE SUPPORTING DOCUMENTATION ATTACHED.

345.11018008

NO # 196489

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD
Lemon Law Arbitration Program
110 Southeast Sixth Street
Ninth Floor
Fort Lauderdale, Florida 33301
(954)712-4600

Miami, FL

Consumer,

vs.

Mercedes-Benz USA, Inc.
One Mercedes Drive
Montvale, NJ 07645-0350,

Manufacturer.

CASE NO.: 2001-1093/MIA

ORIGINAL TO
LEGAL - MARY KELLEY

CONSUMER'S PREHEARING INFORMATION SHEET

IMPORTANT: This form is to be completed by you and must be received, with all attachments, by the Board Administrator at the address at the top of this form, and by all manufacturers at the addresses listed above no later than five (5) days before the date of your hearing. (A Notice of Hearing giving the hearing date will be mailed to you under separate cover.) Any witnesses not included on this form must be made known in writing to the Board Administrator and all the manufacturers listed above no later than five (5) days before the hearing or they may not be allowed to testify. Documents not listed on and attached to this form must be received by the Board Administrator and all the manufacturers listed above at least five (5) days prior to the hearing or they will not be considered by the Board, unless the Board finds that you have good cause for not submitting them on time.

Please check all that apply:

- ☐ I will be bringing an interpreter to the hearing.
- ☐ I will be represented by an attorney at the hearing. My attorney is

Name: _____

Former Referral 146979
137212
Sum 384340, 370425 131011

Address: _____

City: _____, State: _____, Zip: _____

Telephone: (____) _____, Fax: (____) _____

3. ☒ I hereby request that the Board inspect or ride in the consumer's motor vehicle at the hearing. **NOTE:** Regardless of your answer to this question, *please bring the vehicle and proof of insurance to the hearing.* If the vehicle cannot be brought to the hearing, notify the Board Administrator immediately.

4. Attach copies of records, documents, affidavits, and papers you want the Board to consider. **DO NOT** include copies you already have sent with your Request for Arbitration.

5. I intend to call the following witnesses to testify at the hearing:

NAME	ADDRESS
<u>MR. F. GONZALEZ</u>	<u>9101 NW 125th</u> <u>MIAMI FL 33172</u>
<u>MR. A. NABUT</u>	<u>5555 E B AVE</u> <u>MIAMI FL 3313</u>
<u>A. QUINTANA</u>	<u>6464 INDIAN CRL. RD 124</u> <u>MIAMI BEACH, FL 33141</u>
_____	_____
_____	_____

PLEASE NOTE: Listing witnesses on this form does not constitute a request for the issuance of a subpoena. If a subpoena is necessary to compel the attendance of a witness listed on this form, a separate, written request for a subpoena must be sent to the Board Administrator at the address at the top of this form. *Please refer to page 4, paragraphs (16)-(18) of "Hearings before the Florida New Motor Vehicle Arbitration Board" for more information regarding subpoenas.*

I have sent a copy of this completed document, including all attachments, to each
Manufacturer listed on page one by U.S. Mail on Dec 27, 2001.
ALSO TO Mr. Bennett.

[REDACTED]
(Name - please print)

[REDACTED]
(Address)

Miami FL [REDACTED]

[REDACTED]
(Telephone)

(DLA/LL-007)
(3/98)

SPECIAL MAILGRAM

October 12, 2001

[REDACTED]
Miami, Florida [REDACTED]

Subject: Model E320W
Serial No. 210065-1A-102197

Dear [REDACTED]

We are in receipt of the Motor Vehicle Defect Notification you sent to this office, which arrived October 11, 2001.

Your authorized Mercedes-Benz dealership, in conjunction with our regional manager, is in the best position to address matters of this nature on behalf of Mercedes-Benz USA, LLC. Arrangements have been made for your concerns to be reviewed on a local level; you may expect further contact shortly, if not already.

Sincerely,

Honora Duffy
National Customer Assistance Representative

Fax copy of
Both to:
Wayne Shewchuk
SPOM 08/12/02

10/11/01

Customer Assistance Referral

CA Ref ID: 146979 Prices: Both Legals: No Status: PND Last Update: 10/11/2001

Address:

Title:

Phone:

Residence:

OCON XREF:

City: Miami

FL

Carres ID: 193307

Open Date: 10/11/2001 Agent: Honora Duffy Orig By: M Orig CD: H0 Region: 2 Market: 6

Service Retailer: 14302 BILL USSERY MOTORS I CORAL GABLES FL Assign Agent: SOM - 21

Orig Retailer: 14302 BILL USSERY MOTORS I CORAL GABLES FL

Sell Retailer: 14302 BILL USSERY MOTORS I CORAL GABLES FL

Disp Amt: Carr Fwd: Y Mailgram Sent: Y Hist Fwd:

DBAG VIN: 2100651B Model: E320W 2000

World VIN: WDBJF65J9Y

Mileage: 24233

Engine Number: 11294130683256

Prod Date: 02/18/2000

Warranty Start Date: 05/19/2000

Close Agent:

Field Closing Date: 00/00/0000

Close With:

Close By:

Close How:

Owner Satisfied:

Add'l Doc:

TPR #:

Involved Information

➤ Jose Caragol - L 5790 Sw 35TH St, Miami, FL 331554827
 305-688-3800, Primary Residence
 305-688-0128, Secondary Residence

Job # 655990

Customer Assistance Referral -- Full Notes

Open Date: 10/11/2001 11:54:02

Agent: Honora Duffy

Note Type: PC

Primary Phone: [REDACTED]
Current Mileage: 24235
Warranty Start Date: 05/18/2000
StarMark Warranty: N/A
Previous CA Referrals: 131011, 137212
Previous Summary Notes: 370425, 384340

See former Cases/Sum Notes ... Jose Caracol sent another Motor Vehicle Defect Notification (he filled it out 10/8/01, sent via Express Mail from Post Office - date stamp on envelop 10/8/01).

Customer had wrote in comments section:

"Transmission - hard shift - documented. Electrical - door locks/lights (interior) - now window/key gets locked-jammed/radio continues-wake reception. Vehicle at dealer - over 30 days of service"

Below mailgram will be sent:

October 12, 2001

[REDACTED]
Miami, Florida [REDACTED]

Subject: Model E320W
Serial No. 210065-1A-102197

Dear [REDACTED]

We are in receipt of the Motor Vehicle Defect Notification you sent to this office, which arrived October 11, 2001.

Your authorized Mercedes-Benz dealership, in conjunction with our regional manager, is in the best position to address matters of this nature on behalf of Mercedes-Benz USA, LLC. Arrangements have been made for your concerns to be reviewed on a local level; you may expect further contact shortly, if not already.

Sincerely,

Honora Duffy
National Customer Assistance Representative

NO 193307

OCT 11 2001

Motor Vehicle Defect Notification

(Please print clearly in black ink, or type)

(Vehicle at Dealer)

Pursuant to the Florida Lemon Law, notice is given to the manufacturer as follows:

1. The vehicle has been out of service at least 15 days to repair one or more substantial defects.

2. 3 or more repair attempts have been made to repair the same substantial defect or condition. This is notification of the final opportunity to correct the continuing substantial defect(s) or condition(s).

Description of continuing defect(s) or condition(s)

TRANSMISSION - HARD SHIFTS - DAMAGED
 FLAT TIRE - DIRTY TREAD / LEAKS (INTERIOR) - NEW WINDOW / KEY
 GEAR LATCH - DAMAGED / POWER CONTINUOUS - WORK REQUIRED

(NOTE: this is not a complete description; the manufacturer should ascertain all appropriate information.)

Vehicle Make

2001 Mercedes

Model

E-320

Year

2001

VIN

WIDUB1F1615519121R

Date of Delivery

Name and City/State of selling dealer or leasing company (if applicable)

300 ALMERCIA AVE, CORAL GABLES, FLA 33124 - BILL USERY MOTORS INC

Name and City/State of authorized service agent(s) attempting previous repairs

33124 - BILL USERY MOTORS INC - 300 ALMERCIA AVE, CORAL GABLES FLA 33124

Consumer

Address

MIAMI FLA

Home phone

Work phone

Signature

Date stated

10-08-01

White - manufacturer's copy, send by registered (return receipt requested) or express mail. Yellow - consumer's copy, keep for your records. Pink - Attorney General's copy, send by regular mail. (1/88)



Mercedes-Benz

Mercedes-Benz USA, LLC
A DaimlerChrysler Company

December 3, 2001

VIA OVERNIGHT

Bruce W. Bennett, Esq.
c/o Hinshaw & Culbertson
First Union Center #830
100 South Ashley
Tampa, FL 33602

Re: [REDACTED] v. MBUSA
2000 E320 VIN #E [REDACTED]

Dear Bruce:

Enclosed is the Notice of Arbitration form and related materials in the above matter that were served upon us via certified mail on 12/3/01. We will provide you with the history file for this vehicle under cover of separate letter.

In accordance with our prior conversations, any settlement of this matter needs to be reviewed with this office for prior approval.

Should you have any further questions or comments, please do not hesitate to contact me.

Sincerely,

[REDACTED]
Mark H. Kelly

MHK/mk

2000 E320

WDBJF65J94R [REDACTED]



**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD
Lemon Law Arbitration Program**

NOTICE OF ARBITRATION

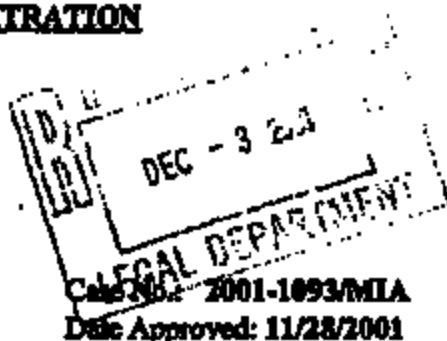
**[REDACTED]
Miami, FL [REDACTED]**

Consumer,

vs.

**Mercedes-Benz USA, Inc.
One Mercedes Drive
Montvale, NJ 07645-0350,**

Manufacturer.



YOU ARE HEREBY NOTIFIED that the Request for Arbitration filed by the above-named consumer has been approved for arbitration before the Florida New Motor Vehicle Arbitration Board. A hearing shall be scheduled within 40 calendar days of the date of approval indicated above. A Notice of Hearing stating the date, time and location of the hearing will be mailed to you at a later date. The case has been assigned to the Board's Miami region. The case number is 2001-1093/MIA and it shall be stated on all communications concerning this case. Please read carefully all information enclosed with this Notice. It will help you prepare and present your case to the Board. Any further questions or correspondence regarding your case, or any change of address, should be directed to Mr. Richard Scott or Ms. Beth Greenfield-Mandler, Board Administrator(s), at (954)712-4600, Office of the Attorney General, Lemon Law Arbitration Program, 110 Southeast Sixth Street, Ninth Floor, Fort Lauderdale, Florida 33301.

TO THE CONSUMER: You must submit current proof of insurance on the vehicle which is the subject of this case to the Board Administrator at the address given above prior to the date of your hearing, or bring such proof with you to the hearing. If you leased or financed your vehicle, please bring to the hearing verification of the number and amount of payments made to the lessor or lienholder. *Please read all of the information contained in this Notice.*

Arbitration hearings are open to the public. If you want to observe a hearing before attending your own, call the Board Administrator at the number above to find out whether any hearings are scheduled. For more information about the Lemon Law, please refer to the publication entitled "Consumer Guide to the Florida Lemon Law," which was given to you at the time you purchased/leased your vehicle, or visit the Attorney General's web site at <http://legal.firm.edu> and click on the "Lemon Law" button.

PREHEARING SETTLEMENTS: The Manufacturer may attempt to resolve a dispute with the Consumer before the hearing. This is called a settlement. The parties are free to negotiate and agree to any settlement that is satisfactory to them. It is suggested that the Manufacturer be requested to put the terms of a settlement offer in writing and that a definite time for completion of the settlement be included. If an offer is made by the Manufacturer and the Consumer would like to know how the offer compares with what the arbitration board might award during a hearing, the Consumer may contact the board administrator assigned to their case and request this information. The Consumer must contact the board administrator to advise of the settlement negotiations so that any scheduled hearing may be postponed, pending the outcome of the settlement negotiations. Settlement agreements are NOT confidential and the parties will be requested to verify the settlement terms to the Office of the Attorney General.

DISCOVERY (the exchange of information between the parties): The Manufacturer can inspect the Consumer's vehicle before the arbitration hearing according to the procedure explained at paragraphs (9) through (14) of the publication, *Hearings Before the Florida New Motor Vehicle Arbitration Board*, enclosed with this Notice, and the parties may obtain copies of documents from each other as explained at paragraph (19) of the publication. No other discovery can be conducted unless permitted by the Board.

PREHEARING INFORMATION SHEET: Both parties must complete the enclosed Prehearing Information Sheet as instructed on the Sheet. It is the responsibility of the consumer and each manufacturer to complete the Prehearing Information Sheet and mail it so as to insure that the original Sheet and all attachments are received by the Board at the address specified on the Sheet, with a copy to be received by the opposing party no later than 5 days prior to the date of the hearing. (You will receive a Notice of Hearing giving the hearing date.) If more than one manufacturer is named above, each named manufacturer must receive a copy of the Prehearing Information Sheet with attachments from the consumer and every other named manufacturer no later than 5 days prior to the date of the hearing. Be certain to retain a copy of the Prehearing Sheet and any attachments for your own use at the hearing. Any amended prehearing information sheets will be deemed to supersede all previously submitted prehearing information sheets.

SUBPOENAS: Subpoenas for witnesses or documents, if required, may be issued by the Board Administrator upon written request to the Board. You must send your written request for subpoena to the Board Administrator far enough in advance of the hearing to allow for service prior to the hearing. You do not have to know when your hearing is scheduled to request a subpoena. Upon receipt of the request, a subpoena will be issued to you at the time the hearing is scheduled. See page 4 of *Hearings Before the Florida New Motor Vehicle Arbitration Board* for further details regarding subpoena requests.

FILING VIA FACSIMILE: The filing of papers via facsimile (fax machine) is permitted only when necessary to meet a filing deadline. Facsimiles of more than 10 pages will not be accepted. All facsimile documents must be followed by original documents or "hard copies" via regular or express mail, whichever is appropriate. Facsimiles received after 5:00 p.m. Eastern Time will be considered filed the next business day.

TO THE MANUFACTURER: If the subject vehicle is a leased vehicle, please bring verification of the amount of the purchase price to the hearing. Enclosed with your copy of this Notice is a copy of the consumer's Request for Arbitration form and supporting documents, and a Manufacturer's Answer to be completed and filed with the Board Administrator at the address given on the Answer form within 15 days of your receipt of this Notice. An Answer filed by mail or courier service will be considered to be filed when postmarked by the United States Postal Service or when the courier's shipping date is affixed. No other form is permitted.

The Board Administrator will send a copy of the Manufacturer's Answer to the consumer upon receipt of the completed form. If more than one manufacturer is named in this Notice, then each manufacturer must serve a copy of the Manufacturer's Answer upon the other. Any amendments to the Answer must be served upon the consumer and any other manufacturer, if applicable, by the manufacturer whose Answer is amended.

PLEASE NOTE: Arbitration is an informal process; it is not court. Most issues involved in the claim will be addressed at the arbitration hearing, unless otherwise provided in the Board's procedures or deemed necessary by the Board.

IMPORTANT: You should retain and bring to the hearing copies of all forms and documents you have submitted. If you have not done so and are in need of additional copies, you should contact your Board Administrator at (954)712-4600, and request copies far enough in advance of the hearing to allow for receipt prior to the hearing date. The Consumer should plan to bring the motor vehicle to the hearing. If this is not possible, notify the Board Administrator immediately.

(1/99)

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD**

**Lemon Law Arbitration Program
110 Southeast Sixth Street
Ninth Floor
Fort Lauderdale, Florida 33301
(954)712-4600**

Miami, FL

Consumer,

vs.

CASE NO.: 2001-1093/MIA

**Mercedes-Benz USA, Inc.
One Mercedes Drive
Montvale, NJ 07645-0350,**

Manufacturer.

MANUFACTURER'S PREHEARING INFORMATION SHEET

IMPORTANT: This form is to be completed by you and must be received, with all attachments, by the Board Administrator at the address at the top of this form, and by the consumer and all manufacturers at the addresses listed above no later than five (5) days before the date of your hearing. (A Notice of Hearing giving the hearing date will be mailed to you under separate cover). Any witnesses not included on this form must be made known in writing to the Board Administrator and the consumer listed above *no later than* five (5) days before the hearing or they may not be allowed to testify. Documents not listed on and attached to this form must be received by the Board Administrator and the consumer listed above at least five (5) days prior to the hearing or they will not be considered by the Board, unless the Board finds that you have good cause for not submitting them on time.

Please check all that apply:

1. ☐ The Manufacturer's representative will bring an interpreter to the hearing.

2. _____ The Manufacturer will be represented at the hearing by the attorney identified below:

Name: _____

Address: _____

City: _____, State: _____, Zip: _____

Telephone: (____) _____, Fax: (____) _____

3. _____ On behalf of the Manufacturer, I hereby request that the Board inspect or ride in the consumer's motor vehicle at the hearing.

4. Attach copies of records, documents, affidavits, and papers you want the Board to consider. **DO NOT** include copies previously sent to the Board, or previously received by the manufacturer with the consumer's Request for Arbitration.

5. The Manufacturer's representative/attorney intends to call the following witnesses to testify at the hearing:

NAME/TITLE

ADDRESS

PLEASE NOTE: Listing witnesses on this form does not constitute a request for the issuance of a subpoena. If a subpoena is necessary to compel the attendance of a witness listed on this form, a separate, written request for a subpoena must be sent to the Board Administrator at the address at the top of this form. Please refer to page 4, paragraphs (16)-(18) of "Hearings before the Florida New Motor Vehicle Arbitration Board" for more information regarding subpoenas.

I have provided a copy of this completed form, including all attachments, to the consumer and to all other Manufacturers listed on page one by U.S. Mail on _____, 20____.

(Company Name)

By: _____
(Signature)

(Name - please print)

(Title)

(Address)

(Telephone)

(DLA/LL-007a)
(3/98)

For Office Use:
Postmark: _____

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD
Lemon Law Arbitration Program
110 Southeast Sixth Street
Ninth Floor
Fort Lauderdale, Florida 33301
(954)712-4600**

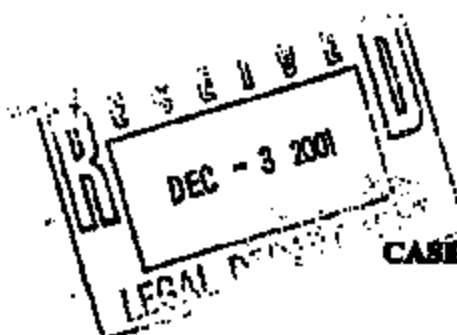
[REDACTED]
Miami, FL, [REDACTED]

Consumer,

vs.

Mercedes-Benz USA, Inc.
One Mercedes Drive
Montvale, NJ 07645-9350,

Manufacturer.



CASE NO.: 2001-1093/MIA

MANUFACTURER'S ANSWER

I, representative of Manufacturer, acknowledge receipt of the Consumer's Request for Arbitration.

I assert no defense and hereby offer to provide: (check one) _____ a refund of \$ _____; _____ a replacement motor vehicle acceptable to the consumer as defined in 681.102(22), Florida Statutes. Less the offset provided by law.

The Consumer is not entitled to relief for the following reasons: (check all that apply)

_____ The Request for Arbitration was not filed within 60 days after the expiration of the Lemon Law rights period, or 30 days after the final action of a certified procedure (if applicable), whichever date occurred later.

_____ The Consumer did not submit the claim to the manufacturer's state-certified informal dispute settlement procedure prior to filing the Request for Arbitration.

_____ The alleged nonconformity does not substantially impair the use, value or safety of the motor vehicle.

_____ The alleged nonconformity was the result of _____ an accident, _____ abuse, _____ neglect or _____ unauthorized modifications or alterations of the motor vehicle by persons other than the manufacturer or its authorized service agent. (Check all that apply).

_____ The claim by the consumer is not filed in good faith.

_____ Other (specify): _____

_____ I hereby request the right to view the consumer's motor vehicle. See, "Hearings Before The Florida New Motor Vehicle Arbitration Board," pp. 3-4.

_____ In the event the Board should decide in favor of the consumer and award a replacement motor vehicle, such a vehicle, as defined in 681.102(22), Florida Statutes, will be available.

The Manufacturer's agent or attorney whose name appears below should be the person to whom notices, correspondence or communication in regard to this case should be addressed:

NAME: _____

ADDRESS: _____

TELEPHONE: () _____ FAX: () _____

I HEREBY CERTIFY that the assertions made in the foregoing Answer are true and correct to the best of my knowledge and belief and that the Answer has been sent to the Board and to all other Manufacturers named in this case by U.S. Mail on _____, 20____.

By: _____
Manufacturer Agent/Attorney
Signature

(Type name)

(Title)

IMPORTANT: This form must be filed with the Board Administrator at the address given at the top of this form no later than 15 days from the date of receipt of the Notice of Arbitration. Failure to use this form will result in the answer being considered untimely filed. If filed by mail, the United States Postal Service postmark will be the filing date; or, if a courier service is used, the shipping date of the courier service will be the filing date.

Affirmative defenses not timely raised in this form, an attachment to it, or in a timely filed amended Answer cannot be raised at the hearing unless permitted by the Board.

NOTE: Any amendments to this Answer must be filed with the Board Administrator and served upon the Consumer and any other named Manufacturers in this case by no later than 5 days prior to the hearing.

For Office Use:
Copy mailed to Consumer
on: _____ (date)
By: _____ (initials)

(DLA/LI-006, 696)

W310-1023

COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO



[REDACTED]

PLAINTIFF

See below whether an
all future pleadings

vs. --

vs. [REDACTED]

DEFENDANT

PERSONS OF SUCH SERVICE
1. [REDACTED]
2. [REDACTED]

D-1

You are notified
that you have been named defendant(s) in a complaint filed by

[REDACTED]

CINCINNATI OH

Plaintiff(s)

In the Hamilton County, Common Pleas Court Division,
GREGORY MATHIAS, 1000 BROADWAY, ROOM 304,
CINCINNATI, OH 45202

You are hereby summoned and required to serve upon the plaintiff's
attorney, or upon the plaintiff, if he/she has no attorney of record, a
copy of an answer to the complaint within twenty-eight (28) days after
service of this summons on you, exclusive of the day of service. Your
answer must be filed with the Court within three (3) days after the
service of a copy of the answer on the plaintiff's attorney.

If you fail to appear and defend, judgment by default will be rendered
against you for the relief demanded in the attached complaint.

COURT CLERK
Clerk, Court of Common Pleas
Hamilton County, Ohio

Name and Address of Attorney
JOHN W. BROWN, JR.
4153 MONTGOMERY BLVD.
CINCINNATI OH 45224

By [REDACTED]

Deputy

Date July 2, 1994

[REDACTED]

[REDACTED]

In The
HAMILTON COUNTY COURT OF COMMON PLEAS
Hamilton County, Ohio

A0304961

Case No.

Plaintiff,

vs.

Mercedes Benz of Cincinnati, LLC,
a.k.a. Daimler Motors,

COMPLAINT

is

Mercedes Benz of North America,

Defendant.

FILED
JUL 14 - 14 1:30
CLERK OF COURT
HAMILTON COUNTY, OHIO

Now comes Gail S. Coughlin, by and through undersigned counsel and, as her Complaint, alleges as follows:

1. For all those relevant [redacted], hereinafter Plaintiff, has been a resident of Hamilton County, State of Ohio.
2. For all those relevant Mercedes Benz of Cincinnati, LLC, hereinafter Daimler Motors, has been located in Hamilton County, State of Ohio.
3. Mercedes Benz of North America, hereinafter Mercedes, manufactures motor vehicles and sells them throughout the United States.
4. Mercedes Benz of North America maintains a dealer network and through that network markets its vehicles in the State of Ohio.
5. Mercedes Benz of North America is subject to this Court's jurisdiction through Ohio's Long Arm statutes. See [redacted], *Simmons* (1996), 189 Ohio App. 3d 367, 376;

██████████ v. Mitchell's Ford, Inc. (1990), 53 Ohio St.3d 73, 76, 559 N.E.2d 477, 480.

6. Sometime in early 1998 Plaintiff purchased a 1998 ML320 Mercedes Benz manufactured by Mercedes from Defendant Dana. The purchase was memorialized in writing on Ohio Certificate of Title No. 3101847682 showing that on January 21, 1998, Gail Smith Coughlin purchased a 1998 ML320 VIN 4JGAB54B6WA ██████████ with 604 miles on the odometer for \$43,930.00 from Dana Motor Company LLC.
7. The vehicle came with a new car warranty issued by defendant Mercedes Benz of North America.
8. The ML320 was not trouble free and Plaintiff had to return it periodically for repair under the manufacturer's warranty.
9. Unfortunately the source of the problems proved elusive and Dana was unable to diagnose and properly repair them.
10. Eventually the warranty period ran and the car was no longer covered under Mercedes' new car warranty.
11. On or about April 2, 2002, Plaintiff took her ML320 to Dana complaining of a ticking noise underneath the hood.
12. Dana replaced the water pump, ball joints and serpentine belt. Dana charged the Plaintiff \$735.47 for the repair. Plaintiff's Exhibit A.
13. While the original noise was no longer present another noise was evident when the Plaintiff picked up her car. Plaintiff had to return her car a second time to have the new

acids repaired.

14. On or about June 23, 2002, the Plaintiff's ML 320 broke down again. This time the power steering failed.
15. The plaintiff called the Mercedes road service number. When the tow truck driver arrived he checked under the hood.
16. The harmonic balancer wheel had split in two. The harmonic balancer wheel drives the serpentine belt which, in turn, drives the power steering pump. Plaintiff's Exhibits B, C.
17. The tow truck driver took the vehicle to Dana for repair.
18. Dana gave the Plaintiff a written estimate for \$1,247.50 to repair her car. Plaintiff's Exhibit D.
19. Plaintiff was told that the parts on the written estimate were necessary because they were no longer able to perform the functions for which they were designed, i.e., they were broken.
20. Plaintiff asked that all parts be returned to her.
21. Dana thereafter told Plaintiff that they were unable to get one of the parts necessary to repair her vehicle because Mercedes had redesigned that part.
22. Dana told Plaintiff that the redesigned part would require additional work and would require another new water pump. That redesigned part was the timing chain cover and water pump housing.

23. Dena told Plaintiff that all parts and work were necessary to assure that the vehicle would run as it should, i.e., that the vehicle would not run properly unless the parts were replaced.
24. When Plaintiff went to pick up her car, she was given a revised bill for \$2,862.57. Plaintiff's Exhibit E.
25. When Plaintiff's agent went to pick up the parts from plaintiff's car, numerous parts were missing.
26. Defendant's service department was notified that all of the parts listed on the invoice were not returned as requested and the service department was asked where the missing parts were.
27. Dena did not have an explanation and made no attempt to supply the missing parts. The service department's attitude was impatient even when notified that plaintiff specifically asked that all parts be returned and that several parts were missing.

FIRST CAUSE OF ACTION - VIOLATION OF CONSUMER PROTECTION STATUTE

28. Plaintiff restates paragraphs one through twenty-seven as if fully rewritten herein.
29. Regulations make it "a deceptive act or practice" in a consumer transaction for a supplier to fail to tender to the consumer any replaced parts." 16 C.F.R. 100.43-13(C)(13). See also *Yarnall v. Capital Lincoln-Mercury Sales, Inc.* (1993), 24 Ohio App.3d 124, 523 N.E.2d 177.
30. Dena is a "supplier" as defined in R.C. 1343.01(C).

31. Plaintiff is a "consumer" as defined in R.C. 1345.01(D).
32. By refusing to return or failing to return the replaced parts, Dene has committed an Unfair or Deceptive Consumer Sales Practice as defined in R.C. 1345.02. See Yarnall, supra.
33. Plaintiff is entitled to triple damages as a result of Dene's violation of R.C. 1343.01, et seq. See R.C. 1345.09(B), R.C. 1345.02, R.C. 1345.02(A)(3). Yarnall, supra.
34. Plaintiff is entitled to reasonable attorney fees. See R.C. 1345.09(F)(2).

SECOND CAUSE OF ACTION - VIOLATION OF CONSUMER PROTECTION STATUTE

35. Plaintiff recites paragraphs one through thirty-four as if fully rewritten herein.
36. When Dene repaired Plaintiff's automobile, they told her she needed a new brand oil pan.
37. An oil pan has two functions, oil, it keeps dirt out of the crankcase and it keeps oil in the crankcase.
38. There were no holes in Plaintiff's oil pan. There were no cracks in Plaintiff's oil pan. Plaintiff's oil pan did everything an oil pan is supposed to do and there was no reason to replace it. Plaintiff's Belbin's F. through F.
39. Even though Plaintiff's oil pan kept the dirt out and kept the oil in, Dene insisted that she needed a new oil pan. It is an unfair or deceptive consumer sales practice to insist that a replacement or repair is needed if it is not. R.C. 1345.02(B)(7).
40. Plaintiff gained no functional benefit and Dene violated R.C. 1345.02(B)(7).

THIRD CAUSE OF ACTION - VIOLATION OF CONSUMER PROTECTION STATUTE

41. Plaintiff restates paragraphs one through forty as if fully recited herein.
42. When Dana repaired Plaintiff's automobile, they told her she needed a new timing case.
43. A timing case/timing chain cover/water pump housing, keeps dirt out of the engine and keeps engine fluids in the engine.
44. There was nothing wrong with Plaintiff's timing case because it kept dirt out of the engine and fluids in the engine. Plaintiff's Exhibits Q through U.
45. It is an unfair or deceptive consumer sales practice to state that a replacement or repair is needed if it is not. P.C. 1345.02(B)(7).
46. The Plaintiff's timing case did what it was supposed to do, i.e., keep dirt out of the engine and keep fluids in the engine.
47. Dana committed an unfair or deceptive consumer sales practice by replacing Plaintiff's timing case when the old one did what a timing case is supposed to do. P.C. 1345.02(B)(7).

FOURTH CAUSE OF ACTION - VIOLATION CONSUMER PROTECTION STATUTE

48. Plaintiff restates paragraphs one through forty-seven as if fully recited herein.
49. Dana originally presented Plaintiff with an estimate for \$1,247.50. Plaintiff's Exhibit D.
50. When Plaintiff went to pick up her car, she was given a bill for \$2,852.40. Plaintiff's

Exhibit E

31. When Dats presented Plaintiff with the original estimate, it implied that a price advantage existed, i.e., Dats invited Plaintiff to contact with it for the repair work by offering an estimate.
32. However, when Dats presented Plaintiff with the final bill, it was apparent that there was no price advantage, i.e., take and switch.
33. It is an unfair or deceptive consumer sales practice to represent that a price advantage exists if it does not. F.C. 1541.02(b)(1).
34. Dats violated the consumer protection statute by suggesting that a price advantage existed when it did not. F.C. 1541.02(b)(1).

FIFTH CAUSE OF ACTION — VIOLATION CONSUMER PROTECTION STATUTE

35. Plaintiff restates the allegations contained in paragraphs one through fifty-four as if fully rewritten herein.
36. When Mercedes manufactured Plaintiff's automobile, it invited consumers to purchase that class of vehicles by alleging that they were reliable, i.e., Mercedes advertised that its cars were reliable.
37. When Mercedes manufactured Plaintiff's vehicle it implicitly held itself out as being able to supply repair parts in sufficient quantity and of sufficient quality to ensure that the purchasers would not be inconvenienced, i.e., Mercedes supplies repair parts and represents that it can supply the necessary parts to repair the vehicles it manufactures.

58. Mercedes breached its duty to supply the necessary repair parts because it could not supply the correct part to repair the Plaintiff's vehicle but, instead, offered a redesigned part and told Plaintiff that the correct part was unavailable.
59. Due to Mercedes failure to maintain a correct inventory of parts necessary to repair ML300 Plaintiff was forced to pay a higher amount and Plaintiff was forced to pay for additional labor that would not have been necessary otherwise.
60. Mercedes violated Ohio's Consumer Protection Statute by supplying an automobile with the implicit trust that the necessary parts for repair would be available and thereafter refusing to supply the correct parts and, instead, offering some part that was not a copy of the original.

SIXTH CAUSE OF ACTION - BREACH WORKMANLIKE DUTY

61. Plaintiff asserts paragraphs one through sixty as if fully written herein.
62. Plaintiff has regularly maintained the vehicle by adhering to the service schedule recommended by Mercedes.
63. Plaintiff consistently had the factory recommended service done by Dase.
64. On April 2, 1991, Dase replaced Plaintiff's water pump. Plaintiff's Exhibit A.
65. At that time Dase's mechanics replaced the serpentine belt. Plaintiff's Exhibit A.
66. In order to replace the serpentine belt and the water pump Dase's mechanic had to work on or around Plaintiff's harmonic balancer wheel, i.e., the serpentine belt goes around the harmonic balancer wheel and the mechanic had to wrap the belt around the wheel and

apply pressure to the harmonic balance wheel via the suspension belt when installing the water pump.

67. Either the mechanic breached a duty of workmanlike care by not properly inspecting Plaintiff's harmonic balance wheel or the mechanic breached a duty of workmanlike care by not contacting the service department to let them alert the plaintiff of the need for a harmonic balance wheel or Dana's service department breached a duty of workmanlike care by failing to notify Plaintiff that the harmonic balance wheel was about to fail.
68. If Dana had replaced the water pump in a workmanlike fashion it would have spotted the problem harmonic balance wheel. Dana's service department was not acting in a workmanlike manner because a competent mechanic following in a workmanlike fashion would have spotted the problem when he was replacing the water pump.
69. Dana's service department was not performing in a workmanlike fashion because, if it was, it would have located the worn harmonic balance wheel before it failed a mere 4,000 miles later. Had Dana acted in a workmanlike fashion, the harmonic balance wheel could have been replaced for less than \$200. Dana's failure to perform in a workmanlike manner resulted in injury to the plaintiff through additional costs.
70. Dana breached a duty to perform in a workmanlike fashion by failing to properly inspect Plaintiff's harmonic balance wheel when the mechanic was working on or in the vicinity of that wheel. In the alternative, Dana breached a duty to perform in a workmanlike fashion by failing to alert the Plaintiff that his harmonic balance wheel was about to fail.

SEVENTH CAUSE OF ACTION — VIOLATION OF CONSUMER PROTECTION STATUTE

71. Plaintiff reserves paragraphs one through seventy as if fully recited herein.

72. Dana's service department told Plaintiff that certain repairs were necessary when they were not. More specifically, Dana told Plaintiff that all replacement parts, and the labor necessary to replace those parts were necessary when those parts were fulfilling their intended purpose.
73. Dana's service department was in a position to know that the parts it recommended replacing were not broken and that the Plaintiff would not derive a benefit from the replacement of those parts but that Dana would benefit financially by convincing the Plaintiff to replace those parts.
74. Dana's service department knew that the Plaintiff was likely to rely on its statements.
75. Dana violated the consumer protection statute by knowingly making a misleading statement of opinion on which the consumer was likely to rely to her detriment.
76. Dana was in a position to know that a normal consumer would rely on its representations and those representations would induce a normal consumer to purchase parts and labor that were not necessary for the proper repair of his car.
77. Simply stated, a normal person is not familiar with automotive design and will not know which parts are necessary to properly repair his car. Dana, however, is familiar with automotive design and took advantage of its superior knowledge by replacing parts it knew were not necessary for the operation of the vehicle.
78. Specifically, Dana misled the Plaintiff to her detriment and to its benefit by telling the Plaintiff that it was necessary to replace anything other than the maximum balance wheel.
79. Dana violated the consumer protection statute by making misleading representations with expectation that the consumer would rely on those representations to her detriment.

EIGHTH CAUSE OF ACTION — FAILURE TO REPAIR IN A WORKMANLIKE FASHION

80. Plaintiff recites paragraphs one through seventy-nine as if fully averred herein.
81. After picking up her car from Dene, Plaintiff noticed that it began consuming oil.
82. Before Dene worked on Plaintiff's car, it did not use oil.
83. Not long after the Plaintiff picked up her car, the check engine light came on. The check engine light remains on but, prior to the repairs performed by Dene, the check engine light never came on.
84. When Plaintiff began to complain about the expense of repair and the oil consumption, Dene tried to sell her a new car instead of properly repairing the existing problems.
85. There is no reason for the Plaintiff's vehicle to begin using oil unless the repairs were not performed in a workmanlike manner.
86. Dene breached a duty to repair in a workmanlike fashion because there are now additional problems which cannot reasonably be explained as normal wear and tear.

NINTH CAUSE OF ACTION — FAILURE TO REPAIR IN WORKMANLIKE FASHION

87. Plaintiff recites the allegations contained within paragraphs one through eighty-six as if fully averred herein.
88. Before Dene replaced plaintiff's automatic balance wheel the vehicle did not use an inordinate amount of oil.

88. After Dana replaced the harmonic balancer wheel the vehicle started using oil.
89. Dana has regularly changed the oil on the vehicle and added oil when the indicator shows that the vehicle is low on oil.
90. Plaintiff's vehicle requires synthetic oil and failure to put the correct type of oil in the engine will result in excessive oil consumption.
91. Mercedes recommends synthetic oil only due to the engine design.
92. The use of improper oil followed by excessive oil consumption and oiling problems is a cause and effect already documented in the a class action suit. See O'Kane v. Mercedes Benz USA, LLC United States District Court for the Eastern District of Pennsylvania Case No. 01-2902.
93. Had the correct oil been installed in plaintiff's vehicle, it would not use an excessive amount of oil.
94. Mercedes Benz of North America knew or should have known that using a non-synthetic oil would cause premature engine problems and excessive oil consumption. Mercedes Benz of North America designed the engine.
95. Mercedes Benz of North America did not immediately notify its dealers and customers that use of a non-synthetic oil would be detrimental.
96. By the time Mercedes Benz of North America notified its dealers and customers regarding the need for synthetic oil only, Dana had already installed non-synthetic oil in Plaintiff's car on at least one occasion.

98. Mercedes Benz of North America breached a duty by failing to immediately inform its customers and dealerships that its engines required synthetic oil only.
99. In the alternative, Daimler breached a duty to install only synthetic oil in Plaintiff's vehicle.
100. Failure to use synthetic oil only results in excessive oil consumption and premature engine failure.
101. Due to the excessive oil consumption the engine will have to be overhauled.

WHEREFORE, Plaintiff respectfully asks this Honorable Court to find that the Defendants have violated R.C. 1345.01, et seq., as alleged above and that this Honorable Court award her \$2,861.67 plus treble damages as required under Ohio's Consumer Protection statutes, plus attorney fees as required under Ohio's Consumer Protection statutes. Further, Plaintiff asks that this Court award an amount sufficient to properly repair the engine in plaintiff's car, plus the costs of these proceedings plus punitive damages due to Defendant's egregious and purposeful actions designed to take advantage of a customer unfamiliar with the workings of an automobile, plus any other remedy this Court deems fair and just. Plaintiff respectfully asks this Honorable Court to find that Defendants' unworkmanlike conduct has resulted in damages which shall be determined at time of trial. Plaintiff further asks that this Honorable Court award disposition of value and sufficient money to cover the cost of rental vehicles necessitated by Defendants' failure to provide her with reliable transportation and advertised and as promised.

Cedeno, Ohio 43021

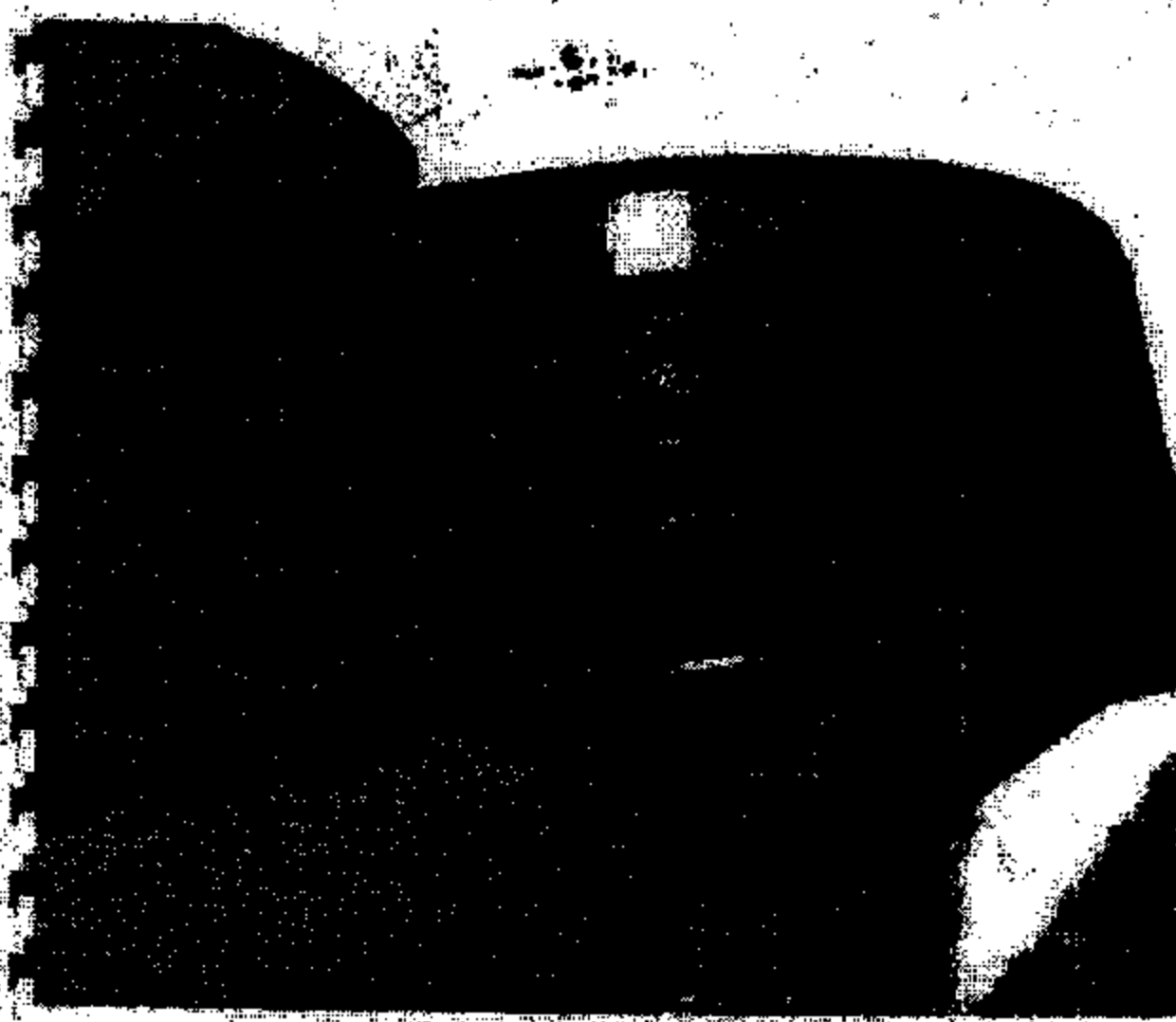
TO THE CLERK OF COURTS

Pursuant to the Ohio Rules of Civil Procedure please serve the foregoing Complaint upon the herein named defendants: Mercedes of Cincinnati, LLC at 8727 Montgomery Road, Cincinnati, Ohio 45236 and Mercedes of North America at Mercedes Benz USA, LLC, 1 Mercedes Drive, Montvale, New Jersey 07645.





ORIGINAL: SUBJECT 1



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FROM:

PER NO. 1

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101538



Mercedes-Benz

CINCINNATI, OH
BOM:

BOM:

EXPLORER 3
PAGE 3

Mercedes-Benz of Cincinnati, LLC

4000 Cincinnati Ave. Cincinnati, OH 45212

Tel: (513) 581-1111

Fax: (513) 581-1111

SERVICE ADVISOR: 324 CINCINNATI, OH

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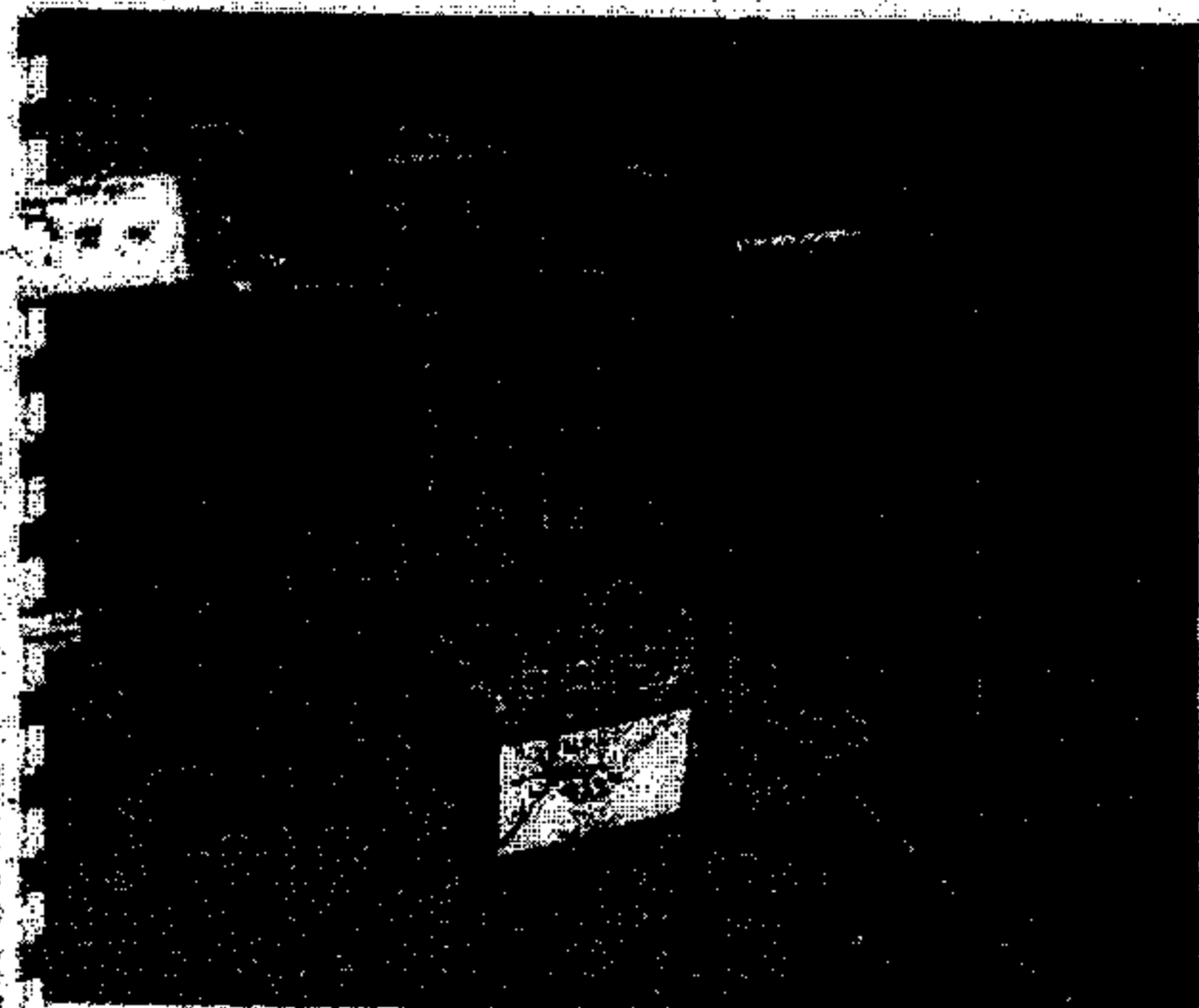
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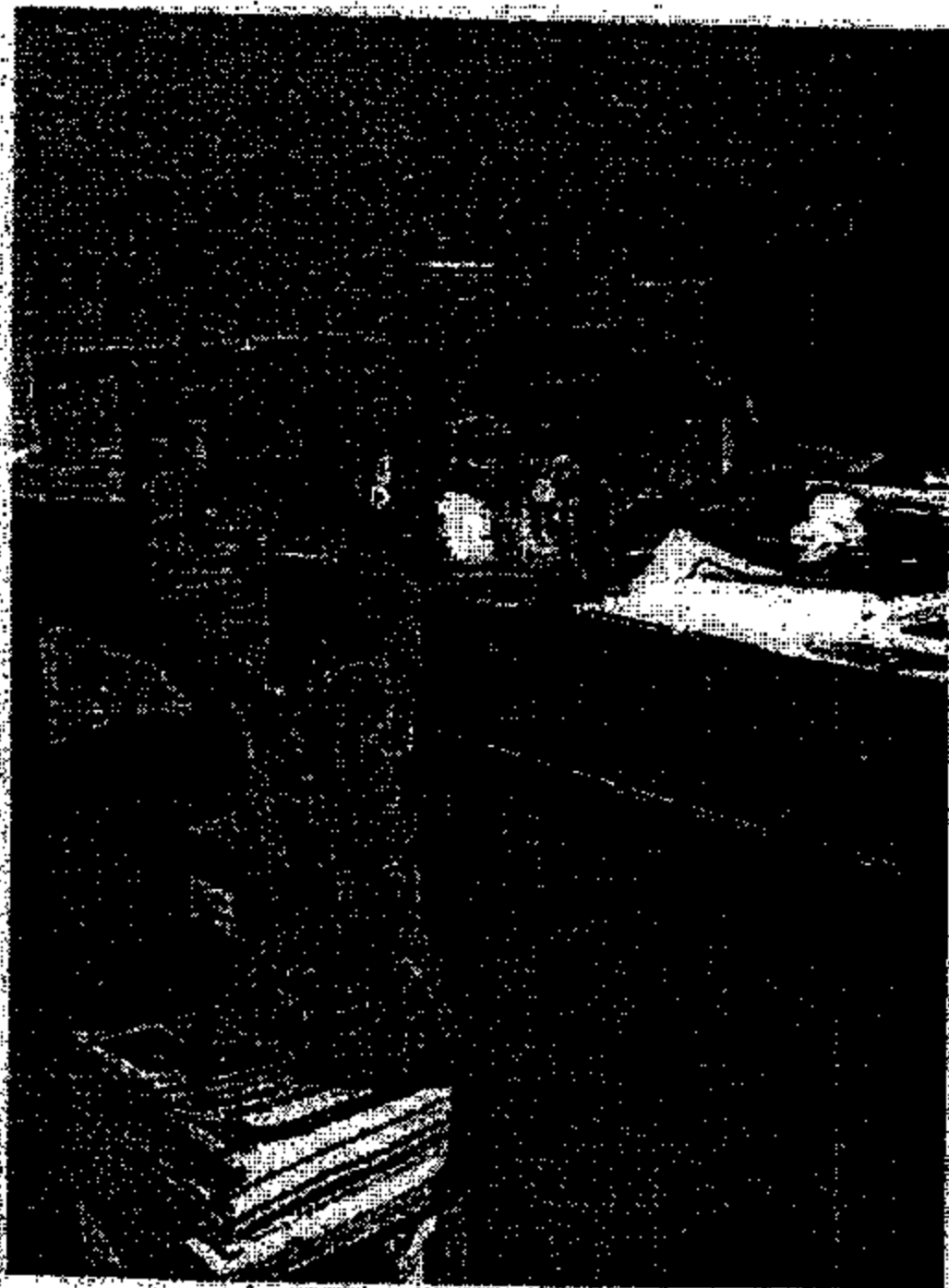
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CINCINNATI, OH

Flota(123) 101538 100704



Blindfolded Subject 1



PLACER, EDWIN E.



Pictorial's Exhibit 2



Plaintiff's Exhibit I



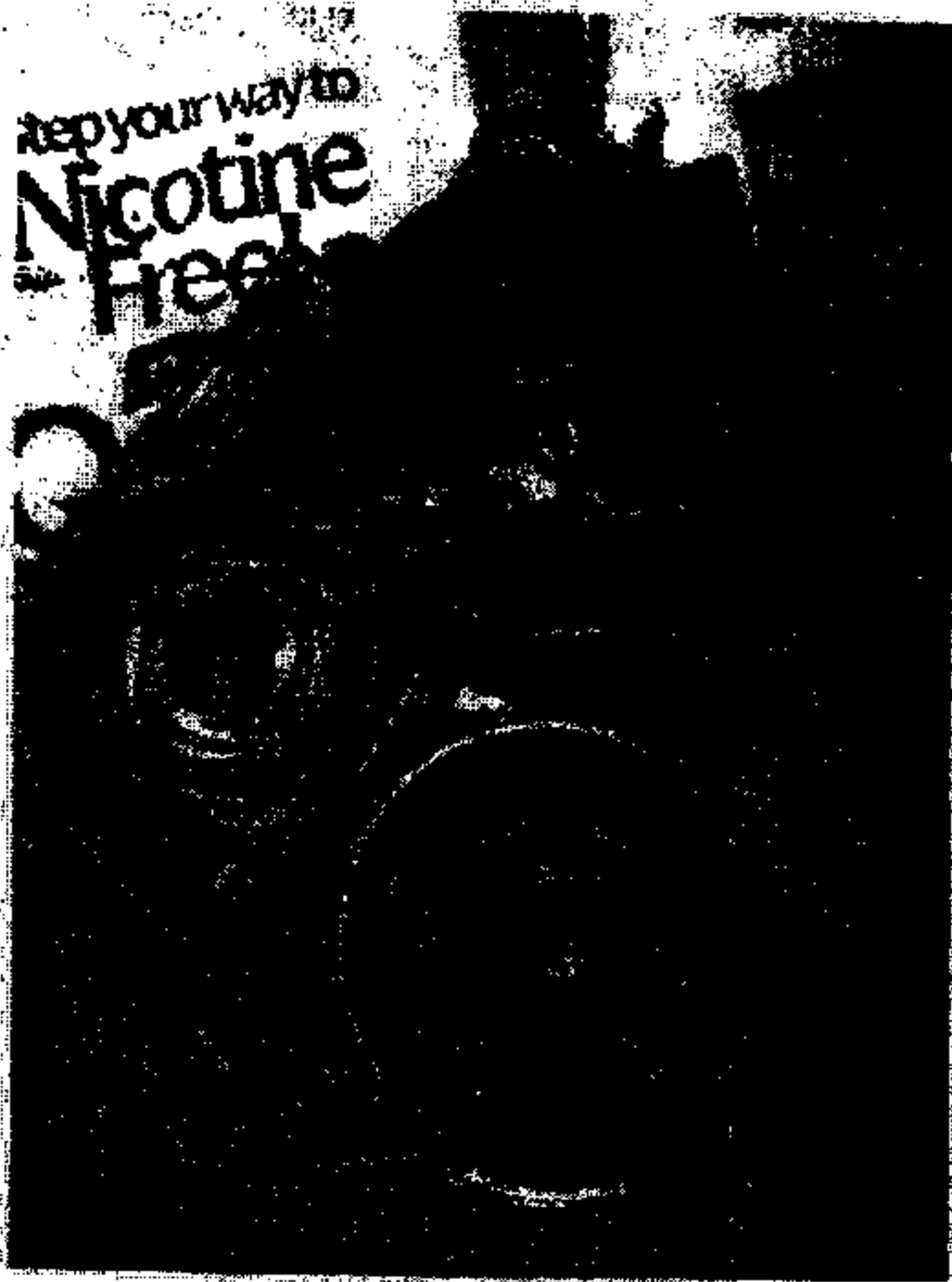
Plaintiff's Exhibit 1

[REDACTED]



ENCLOSURE 1

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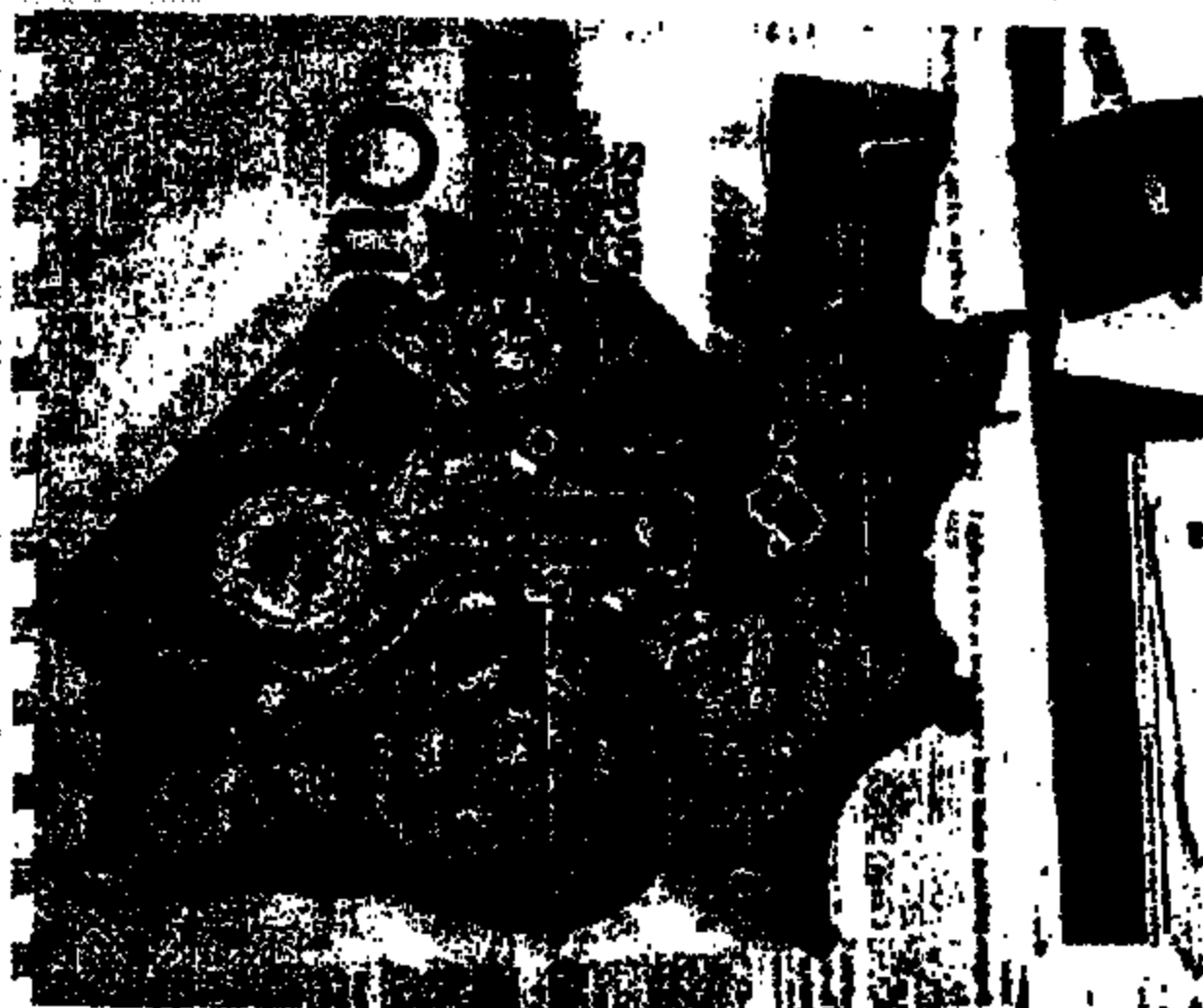
WINSTON'S VARIETY



Violence & Crime



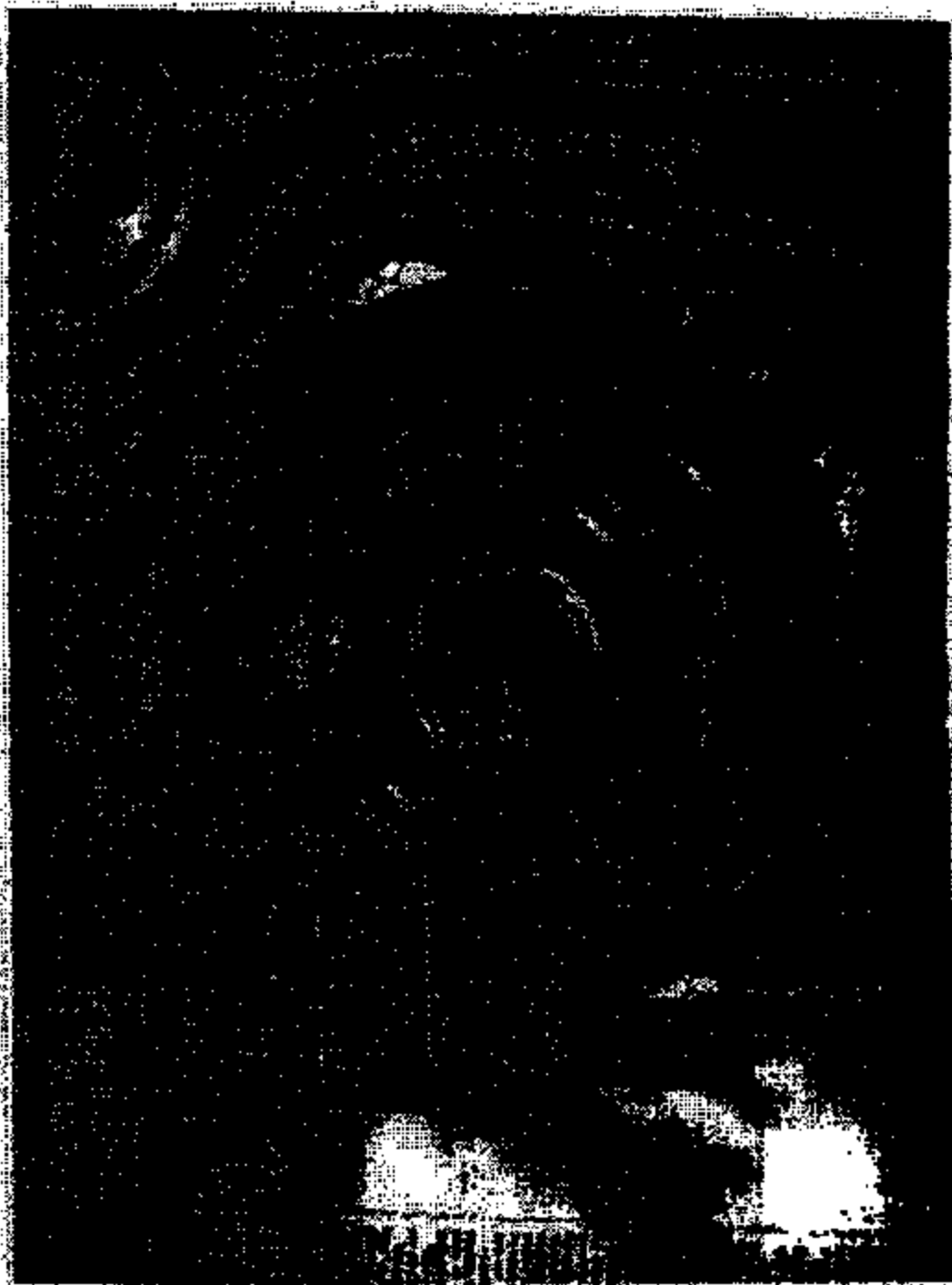
PLATE 12 - 12/11/12



RECEIVED 12/1/80



PLATE 1 - 1000000



STANDARD FORM NO. 1



PLANTING & REMOVAL

HINSHAW & CULBERTSON

345.1101 5025

BILLYVILLE, KANSAS
BLOOMINGTON, KANSAS
CHALMERS, KANSAS
CHICAGO, KANSAS
CRYSTAL LAKE, KANSAS
JOINT, KANSAS
LIMA, KANSAS
PACIFIC, KANSAS
ROCKFORD, KANSAS
SPRINGFIELD, KANSAS
WABERMAN, KANSAS

SUITE 200
FIRST UNION CENTER
100 SOUTH ASHLEY
TAMPA, FLORIDA 33601

813.274.1000

TELEFAX 813.274.1004

January 28, 2000

SAN FRANCISCO, CALIFORNIA
FT. LAUDERDALE, FLORIDA
JACKSONVILLE, FLORIDA
MIAMI, FLORIDA
MINNETONKA, MINNESOTA
MINNEAPOLIS, MINNESOTA
ST. LOUIS, MISSOURI
APPLETON, WISCONSIN
BROOKFIELD, WISCONSIN
LAKESIDE, WISCONSIN
MILWAUKEE, WISCONSIN

FILE NO.
787418

Mark H. Kelly, Esq.
Mercedes-Benz of North America, Inc.
P.O. Box 350
Montvale, New Jersey 07645-0350

Re: [REDACTED] v. Mercedes-Benz of North America, Inc.
Case No. 1999-1126/FTL

Dear Mark:

As a follow-up to my December 23, 1999 letter, please be advised that today I received the Order Dismissing Case and Closing File from the Florida New Motor Vehicle Arbitration Board. Enclosed please find a copy of same. As a reminder, Wayne Shewchuk settled this matter prior to the Lemon Law arbitration hearing.

Now that this matter has been fully resolved, I will close my file. Should you have any questions or comments, please do not hesitate to call.

Very truly yours,


Bruce W. Bennett
For the Firm

BWB:dmm
Enclosure

cc: Mr. Wayne Shewchuk (w/enclosure)

2/14/00 AMH
Please close file
pk
Thank
AMH

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD**

Consumer,

vs.

CASE NO.: 1999-1126/FTL

MERCEDES-BENZ OF NORTH AMERICA, INC.

Manufacturer.

ORDER DISMISSING CASE AND CLOSING FILE

THIS CASE came before the New Motor Vehicle Arbitration Board upon approval of the Consumer's request for arbitration. The Consumer requests withdrawal of the claim because the parties have entered into a settlement. Accordingly, it is

ORDERED that the Consumer's request for arbitration is considered withdrawn and this case is hereby **DISMISSED** and the file shall be closed.

DONE and ORDERED this 26th day of January, 2000.

FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD

Copies furnished to:

Consumer

Manufacturer

Manufacturer's Attorney, Bruce W. Bennett, Esq.

345,110/5025
HINSHAW & CULBERTSON

BALTIMORE, MARYLAND
BIRMINGHAM, ALABAMA
CHICAGO, ILLINOIS
CRYSTAL LAKE, ILLINOIS
FORT MYERS, FLORIDA
FORT WORTH, TEXAS
FREMONT, CALIFORNIA
HARTFORD, CONNECTICUT
INDIANAPOLIS, INDIANA
JACKSONVILLE, FLORIDA
KANSAS CITY, MISSOURI
LOS ANGELES, CALIFORNIA
MEMPHIS, TENNESSEE
MINNEAPOLIS, MINNESOTA
NEW YORK, NEW YORK
PHILADELPHIA, PENNSYLVANIA
PORTLAND, OREGON
SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON
SPRINGFIELD, ILLINOIS
TAMPA, FLORIDA
WASHINGTON, DISTRICT OF COLUMBIA
WICHITA, KANSAS
WILSON, NORTH CAROLINA

SUITE 1200
FIRST UNION CENTER
200 SOUTH AVENUE
TAMPA, FLORIDA 33601

TEL 813/271-1200

TELEFAX 813/271-1200

December 23, 1999

SAN FRANCISCO, CALIFORNIA
FT. LAUDERDALE, FLORIDA
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SAN FRANCISCO, CALIFORNIA
SEATTLE, WASHINGTON
SPRINGFIELD, ILLINOIS
TAMPA, FLORIDA
WASHINGTON, DISTRICT OF COLUMBIA
WICHITA, KANSAS
WILSON, NORTH CAROLINA

FILE NO.
787418

Mark H. Kelly, Esq.
Mercedes-Benz of North America, Inc.
P.O. Box 350
Montvale, New Jersey 07645-0350

Re: [REDACTED] v. Mercedes-Benz of North America, Inc.
Case No. 1999-1126/FTL

Dear Mark:

With regard to the above-captioned matter, please be advised that I spoke with Wayne Shewchuk today and he advised me that he reached an amicable pre-arbitration settlement with the Consumer. Therefore, the Lemon Law arbitration hearing scheduled for January 27, 2000 will be cancelled.

Wayne has completed the settlement and is currently in the process of forwarding to me a letter setting forth the settlement terms. I assume that the settlement documents will be forwarded directly to you by Wayne.

Should you have any questions or comments regarding this matter, please do not hesitate to call me or Wayne.

Very truly yours,


Bruce W. Bennett
For the Firm

708/713/1200
708/713/1200

BWB:dmm

cc: Mr. Wayne Shewchuk

345.11015025
B

A PARTNERSHIP INCLUDING FLORENCE CORRELATION

Hinchaw & Calbertson
MEMORANDUM

To: File

From: BWB

Re: [REDACTED] v MBNA
1998 MB 320/K1

DAYS OUT	MILEAGE	DATE	PROBLEM
	4	12/01/97	Pre-delivery inspection
	5	12/09/97-12/11/97	<u>AUTOHAUS</u> Add portable phone Add fender flairs Add tow hitch Add grill guard chrome Add fog lamps Add side step bars
	10	12/17/97	Date of Delivery (lease)
1	665	12/26/97	<u>AUTOHAUS</u> Check engine light on Fuel evaporation system replaced Found and replaced leaking carbon canister purge valve Left front tire has a nail Plugged front left tire
2	2708	01/28/98-01/29/98	<u>AUTOHAUS</u> Car vibrates from 65-75 MPH Rotate balance Right rear tire out of round Oil change Scratches on rear hatch and by driver door Replace cooler line from transmission
	3997	02/18/98	<u>AUTOHAUS</u> Tire went flat - replace one tire

	13907	07/15/98	AUTOHAUS Perform first service
	17186	08/19/98	AUTOHAUS Replace left rear tire cut in side wall of tire
5	20305	10/08/98-10/12/98	AUTOHAUS Car going in low range by itself A/C will blow warm air intermittently when sitting at idle Replace L/S auxiliary fan Right rear brake light inoperable Clock light bulb inoperable Detail car (n/c per IBS coupon)
2	22498	11/12/98-11/13/98	AUTOHAUS Check engine light coming on Replaced evaporation emissions shut off valve Brake pad light on
2	23588	12/02/98-12/03/98	AUTOHAUS Driver's side window is inoperable Power window switch replaced Inner sliding roof seal is pulled out Rear wiper motor is noisy Replace rear wiper motor assembly
2	22660 (?)	12/04/98-12/05/98	AUTOHAUS Car was just here for repairs Engine cranks but will not start all the time Replace fuel pump assembly
3	26918	01/20/99-01/22/99	AUTOHAUS Blower fan inside went inoperable Checks o/k at this time Check engine light is on all the time Replace fuel tank assembly Transfer case, shift motor

<p>*(97) 3</p>	<p>27713</p>	<p>02/03/99-02/11/99</p>	<p>AUTOHAUS Customer complains car went into low range when driving Replace transfer case motor Replace shift rod bushing Eight days rental *On 02/05/99 @ 9:30 a.m. Sean left message advising car was ready & again @ 12:30 p.m. Customer called back @ 1:45 p.m. and was again advised car was ready. Wayne Shewchuk was advised at this time. Wayne Shewchuk spoke to customer @ 10:00 a.m. on 02/11/99 & advised customer to pick up car.</p>
<p>*(67) 3</p>	<p>30164-30184</p>	<p>04/07/99-04/12/99</p>	<p>AUTOHAUS Customer states transmission makes strange noises Could not verify *Customer notified by Chuck Thompson (service manager) and by Wayne Shewchuk on 04/09/99 that car was ready to be picked up</p>
	<p>35375</p>	<p>08/01/99</p>	<p>L.P. EVANS Battery died Replace battery</p>
<p>4</p>	<p>35577</p>	<p>08/10/99-08/13/99</p>	<p>L.P. EVANS Squeaking/whining noise in rear Replace defective differential Perform recall re: COWI seal chips Perform recall re: epc harness</p>
<p>8</p>	<p>36433-36438</p>	<p>09/22/99-09/29/99</p>	<p>L.P. EVANS No power steering Harmonic balancer came apart Replace timing chain cover</p>

		09/22/99	Motor Vehicle Defect Notification received by MBNA
		09/27/99	Response letter sent by MBNA to Consumer
2	38535-38540	11/11/99-11/12/99	<u>AUTOHAUS</u> Whining noise at front of engine Replaced generator
35			

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD**

345-1101825
LEGAL DEPARTMENT

JAN 31 2000

Consumer,

vs.

CASE NO.: 1999-1126/FTL

MERCEDES-BENZ OF NORTH AMERICA, INC.

Manufacturer.

ORDER DISMISSING CASE AND CLOSING FILE

THIS CASE came before the New Motor Vehicle Arbitration Board upon approval of the Consumer's request for arbitration. The Consumer requests withdrawal of the claim because the parties have entered into a settlement. Accordingly, it is

ORDERED that the Consumer's request for arbitration is considered withdrawn and this case is hereby DISMISSED and the file shall be closed.

DONE and ORDERED this 26th day of January, 2000.

FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD

Copies furnished to:

Consumer

Manufacturer

Manufacturer's Attorney, Bruce W. Bennett, Esq.