

EA13-003

HOGAN LOVELLS FOR
MERCEDES-BENZ

10-31-2013

Attachment 4

Subject Vehicle Lawsuit
Documents

08/15/2011

CT Log Number 518997078

TO: Charles Shady, General Counsel and Secretary
Mercedes-Benz USA, LLC
One Mercedes Drive, PO Box 350
Montvale, NJ 07645-0350

RE: Process Served in California

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED], etc., Pltfs. vs. Mercedes-Benz USA, LLC, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Cover Sheet, Attachment(s), Cover Sheet Addendum and Statement, Complaint, Exhibit(s), Stipulation Form(s), Informal Discovery Conference Form

COURT/AGENCY: Los Angeles County - Superior Court - Hill Street, CA
Case # BC467507

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Breach of Warranty - Dfts. failed to perform the proper repairs, mal-adjustments or malfunctions relating to the suspension to 2009 Mercedes-Benz E63AMG, VIN WDBUF77X59E [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 08/15/2011 at 15:49

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Tarek H. Zohdy
Norman Taylor & Associates
425 West Broadway, Suite 220
Glendale, CA 91204
818-244-3905

REMARKS: Please note the process server underlined, circled, initialed and/or highlighted the entity name served at time of service at CT.

ACTION ITEMS: CT has retained the current log, Retain Date: 08/15/2011, Expected Purge Date: 09/14/2011
Image SOP
Email Notification, Charles Shady charles.shady@mbusa.com
Email Notification, Patricia Roth patricia.roth@mbusa.com
Email Notification, Paula Staropoli paula.staropoli@mbusa.com

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

**SUMMONS
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

**MERCEDES-BENZ USA, LLC, a limited liability company;
DOWNTOWN L.A. MOTORS, LP, a limited partnership; and
DOES 1 through 50, inclusive,**

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

**HAGOP CHORBADJIAN and SHANT NERSES CHORBADJIAN,
individuals,**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**CONFORMED COPY
OF ORIGINAL FILED**
Los Angeles Superior Court

AUG 12 2011

John A. Claria, Executive Officer/Clerk
By **BOBOTHY SWAIN**

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es): Stanley Mosk Courthouse - Central

111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC467507

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

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

Norman Taylor & Associates, 425 West Broadway Suite 220, Glendale, CA 91204

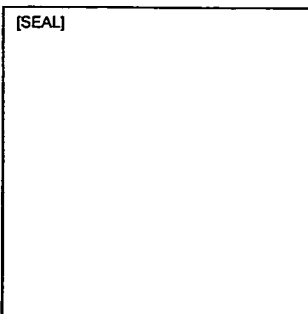
DATE: **AUG 12 2011**
(Fecha)

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
MERCEDES-BENZ USA, LLC, A LIMITED LIABILITY COMPANY
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify): **He**
- by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Tarek Zohdy, Esq. (SBN 247775)
Norman Taylor & Associates
425 West Broadway Suite 220
Glendale, CA 91204
TELEPHONE NO.: (818) 244-3905 FAX NO.: (818) 244-6052
ATTORNEY FOR (Name): Hagop Chorbadian & Shant N. Chorbadian, Plaintiffs

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill Street
MAILING ADDRESS:
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Central District

AUG 12 2011
John A. [Signature], Executive Officer/Clerk
By [Signature] Deputy
BOROTHY SWAIN

CASE NAME:
Chorbadian vs. Mercedes-Benz USA, LLC, et al.

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC467507**
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1) Breach of Express and 2) Implied Warranty - Lemon Law
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 08/12/2011
Tarek Zohdy, Esq. (SBN 247775)
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

- Auto (22)—Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
 - Medical Malpractice—Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment

- Wrongful Termination (36)
- Other Employment (15)

Contract

- Breach of Contract/Warranty (06)
- Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
- Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
- Negligent Breach of Contract/Warranty
- Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
- Collection Case—Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
- Auto Subrogation
- Other Coverage
- Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
 - Writ—Administrative Mandamus
 - Writ—Mandamus on Limited Court Case Matter
 - Writ—Other Limited Court Case Review
- Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

- Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment *(non-domestic relations)*
 - Sister State Judgment
 - Administrative Agency Award *(not unpaid taxes)*
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- RICO (27)
- Other Complaint *(not specified above)* (42)
- Declaratory Relief Only
- Injunctive Relief Only *(non-harassment)*
- Mechanics Lien
- Other Commercial Complaint Case *(non-tort/non-complex)*
- Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 5-7 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Class Actions must be filed in the County Courthouse, Central District. 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ol style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Chorbadjian vs. Mercedes-Benz USA, LLC, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above-
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE: Chorbadjian vs. Mercedes-Benz USA, LLC, et al.	CASE NUMBER
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Judicial Review (Cont'd.)

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.

Provisionally Complex
Litigation

Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.

Enforcement
of Judgment

Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
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Miscellaneous Civil
Complaints

RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.

Miscellaneous Civil Petitions

Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

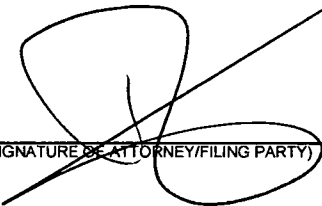
SHORT TITLE: Chorbadjian vs. Mercedes-Benz USA, LLC, et al.	CASE NUMBER
--	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 1801 South Figueroa	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90015	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: 08/12/2011



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

AUG 12 2011

John A. Black, Executive Officer/Clerk
By [Signature] Deputy
DOROTHY SWAIN

1 Norman F. Taylor, Esq. (SBN: 127325)
2 Tarek H. Zohdy, Esq. (SBN: 247775)
3 **NORMAN TAYLOR & ASSOCIATES**
4 425 West Broadway, Suite 220
5 Glendale, California 91204-1269
6 (818) 244-3905 Telephone
7 (818) 244-6052 Facsimile

8 Attorneys for PLAINTIFFS
9 HAGOP CHORBADJIAN and SHANT NERSES CHORBADJIAN

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

12 BC467507

13 HAGOP CHORBADJIAN and SHANT)
14 NERSES CHORBADJIAN, individuals,)
15 Plaintiffs,)
16 vs.)
17 MERCEDES-BENZ USA, LLC, a limited)
18 liability company; DOWNTOWN L.A.)
19 MOTORS, LP, a limited partnership; and)
20 DOES 1 through 50, inclusive,)
21 Defendants.)

22 Case No.:
23 **COMPLAINT RE VIOLATION OF THE**
24 **SONG-BEVERLY CONSUMER**
25 **WARRANTY ACT ["ACT"] {Civil Code §§**
26 **1790 et seq.}:
27 1. BREACH OF EXPRESS**
28 **WARRANTY OBLIGATIONS**
UNDER THE ACT;
2. BREACH OF IMPLIED
WARRANTY OBLIGATIONS
UNDER THE ACT

29 Plaintiffs, HAGOP CHORBADJIAN and SHANT NERSES CHORBADJIAN,
30 (hereinafter collectively referred to as "PLAINTIFFS"), hereby allege as follows:

31 **GENERAL ALLEGATIONS**

32 **COMMON TO ALL CAUSES OF ACTION**

- 33 1. PLAINTIFFS are, and at all times herein mentioned were, individuals
34 residing in the City of La Crescenta , County of Los Angeles, State of California.
35 2. PLAINTIFFS are informed and believe and thereon allege that Defendant
36 MERCEDES-BENZ USA, LLC (hereinafter referred to as "MBUSA"), is, and at all times
37 herein mentioned was, a limited liability company duly licensed and/or authorized to
38

1 conduct business in, and conducting business in the County of Los Angeles, State of
2 California.

3 3. PLAINTIFFS are informed and believe, and thereon allege, that Defendant
4 DOWNTOWN L.A. MOTORS, LP ("DOWNTOWN"), is, and at all times herein mentioned
5 was, a limited partnership, duly licensed and/or authorized to conduct business in, and
6 conducting business in the City of Los Angeles, County of Los Angeles, State of
7 California.

8 4. a) The true names and capacities, whether individual, corporate,
9 associate, or otherwise, of Defendant DOES 1 through 50, inclusive, are unknown to
10 PLAINTIFFS, who therefore sues these Defendants by such fictitious names, and
11 PLAINTIFFS will seek leave to amend this Complaint to set forth their true names and
12 capacities when ascertained.

13 b) PLAINTIFFS are informed and believe, and thereon allege, that each
14 of the Defendants designated herein as a "DOE" is responsible in some manner for the
15 events and happenings herein referred to and caused injury and damage to PLAINTIFFS
16 as herein alleged.

17 5. a) PLAINTIFFS are informed and believe, and thereon allege, that at all
18 times herein mentioned, Defendants, and each of them, were the agents, servants,
19 and/or employees of each of their Co-Defendants.

20 b) PLAINTIFFS are informed and believe, and thereon allege, that in
21 doing the things hereinafter alleged, Defendants, and each of them, were acting in the
22 course and scope of their employment as such agents, servants, and/or employees,
23 and/or with the permission, consent, knowledge, and/or ratification of their Co-
24 Defendants, principals, and/or employers.

25 6. PLAINTIFFS are informed and believe and thereon allege that before
26 August 17, 2009, Defendants MBUSA and/or DOES 1 through 20, inclusive, and each of
27 them (hereinafter individually and collectively referred to as the "MANUFACTURER"),
28 manufactured and/or distributed, in the United States and the State of California, a

1 consumer good identified as a 2009 Mercedes-Benz E63AMG bearing vehicle
2 identification number WDBUF77X59B369707 (hereinafter referred to as the "SUBJECT
3 VEHICLE"), for its eventual sale to retail purchasers. A true and correct copy of the Retail
4 Installment Sales Agreement is attached hereto as Exhibit "A" and incorporated by this
5 reference.

6 7. At all times mentioned herein, the SUBJECT VEHICLE was, and is, a "new
7 motor vehicle" as defined at Civil Code § 1793.22(e)(2) of the Song-Beverly Consumer
8 Warranty Act, Civil Code §§ 1790 et seq. (hereinafter referred to as the "ACT"), in that
9 said SUBJECT VEHICLE was a new motor vehicle purchased with the
10 MANUFACTURER's new car warranty.

11 8. On or about August 17, 2009, PLAINTIFFS purchased the SUBJECT
12 VEHICLE for personal, family, and/or household purposes, from Defendant
13 DOWNTOWN, an authorized dealer and agent of MANUFACTURER, and/or DOES 21
14 through 50, inclusive, and each of them (hereinafter individually and collectively referred
15 to as "DEALER"), retail merchants authorized by MANUFACTURER to do business in the
16 State of California on behalf of MANUFACTURER, for a total consideration over the term
17 of the contract of \$82,003.37.

18 9. MANUFACTURER appended to the SUBJECT VEHICLE an express
19 written "new car" warranty in which it warranted to perform any repairs or replacement of
20 parts necessary to ensure that the SUBJECT VEHICLE and the components therein were
21 free from all defects in material and workmanship, and to perform any adjustments
22 necessary to maintain the utility of the SUBJECT VEHICLE and the parts, components,
23 and various electrical and/or mechanical systems contained therein, for a period of
24 4 years/50,000 miles. A true and correct copy of the express warranty summary is
25 attached hereto as Exhibit "B" and incorporated by this reference.

26 10. PLAINTIFFS duly performed all the conditions on their part under the
27 purchase contract and under each of the express warranties referenced above, except
28

1 insofar as the acts and/or omissions of all Defendants herein, and each of them, as
2 hereinafter alleged, prevented and/or excused such performance.

3 11. a) On or about June 9, 2010, and at an odometer reading of or around
4 13,944 miles, PLAINTIFFS returned the SUBJECT VEHICLE to MBUSA for repairs under
5 the warranties referenced above because it exhibited defects, nonconformities, mal-
6 adjustments or malfunctions relating to the suspension as evidenced by a noise coming
7 from the rear..

8 b) Subsequently, the SUBJECT VEHICLE exhibited further and
9 additional defects, nonconformities, maladjustments or malfunctions in the same
10 components or systems.

11 c) In addition, the SUBJECT VEHICLE subsequently exhibited new and
12 different defects, nonconformities, maladjustments or malfunctions that related to engine
13 as evidenced by an engine light illuminating, not starting, gas smell, gas leak and a
14 tapping sound.

15 12. a) On each occasion on which the SUBJECT VEHICLE exhibited
16 defects, nonconformities, maladjustments, or malfunctions, as hereinabove described,
17 PLAINTIFFS notified MANUFACTURER, through DOWNTOWN or one of
18 MANUFACTURER'S other authorized service and repair facilities, within a reasonable
19 time after PLAINTIFFS discovery thereof.

20 b) On each occasion of notification, PLAINTIFFS attempted to invoke
21 the applicable warranties, demanding that the authorized repair facilities repair such non-
22 conformities pursuant to the warranties.

23 13. a) On each such occasion, Defendants, and each of them,
24 represented to PLAINTIFFS that they could and would make the SUBJECT VEHICLE
25 conform to the applicable warranties, and/or that they had successfully repaired the
26 SUBJECT VEHICLE.

27
28

1 b) However, Defendants, and each of them, failed to make the
2 SUBJECT VEHICLE conform to the applicable warranties, despite a reasonable number
3 of attempts to do so.

4 14. On or about June 16, 2011, PLAINTIFFS discovered that Defendants, and
5 each of them, were unable or unwilling to make the SUBJECT VEHICLE conform to the
6 applicable warranties.

7
8 **FIRST CAUSE OF ACTION**

9 **(Breach of Express Warranty Obligations Under the ACT)**

10 **(Against All Defendants)**

11
12 15. PLAINTIFFS reallege each and every paragraph contained in the
13 GENERAL ALLEGATIONS set forth hereinabove, and hereby incorporate them by this
14 reference as though fully set forth herein.

15 16. The actions of Defendants, and each of them, in failing to perform the
16 proper repairs, parts replacements, and/or adjustments to make the SUBJECT VEHICLE
17 conform to the applicable express warranties constitute a breach of the express
18 warranties that MANUFACTURER provided to PLAINTIFFS, thereby breaching
19 Defendants' obligations under the ACT.

20 17. a) As the result of the actions of Defendants, and each of them, and
21 pursuant to the provisions of the ACT, PLAINTIFFS are entitled to replacement of the
22 SUBJECT VEHICLE, or restitution of the amount actually paid or payable under the
23 contract, at PLAINTIFFS' option, plus prejudgment interest thereon at the legal rate.

24 b) PLAINTIFFS will seek leave of the Court to amend this Complaint to
25 set forth the exact amount of restitution and interest, upon election, when ascertained.

26 18. a) As a further result of the actions of Defendants, and each of them,
27 and pursuant to the ACT, PLAINTIFFS have sustained and are entitled to incidental
28 damages in an amount yet to be determined, plus interest thereon at the legal rate.

1 b) PLAINTIFFS will seek leave of the Court to amend this Complaint to
2 set forth the exact amount of incidental damages when ascertained.

3 19. a) As a further result of the actions of Defendants, and each of them,
4 and pursuant to the ACT, PLAINTIFFS have sustained and are entitled to consequential
5 damages in an amount yet to be determined, plus interest thereon at the legal rate.

6 b) PLAINTIFFS will seek leave of the Court to amend this Complaint to
7 set forth the exact amount of consequential damages when ascertained.

8 20. a) Defendants, and each of them, failed to perform the necessary
9 repairs or service in a good and workmanlike manner.

10 b) The actions taken by Defendants, and each of them, were
11 insufficient to make the SUBJECT VEHICLE conform to the express warranties and/or
12 proper operational characteristics of like vehicles, all in violation of Defendants'
13 obligations under the ACT.

14 21. Although Defendants, and each of them, were unable to service or repair
15 the SUBJECT VEHICLE to conform to the applicable express warranties after a
16 reasonable number of attempts, Defendants failed to replace the SUBJECT VEHICLE or
17 make restitution to PLAINTIFFS in accordance with the ACT.

18 22. Defendants, and each of them, knew of their obligations under the ACT but
19 intentionally failed or declined to fulfill them.

20 23. The failure of Defendants, and each of them, to make the SUBJECT
21 VEHICLE conform to the applicable express warranties was willful, justifying an award of
22 a Civil Penalty as provided in the ACT in an amount not to exceed two (2) times
23 PLAINTIFFS' actual damages.

24 24. The failure of Defendants, and each of them, to replace the SUBJECT
25 VEHICLE or make restitution to PLAINTIFFS was willful, justifying an award of a Civil
26 Penalty as provided in the ACT in an amount not to exceed two (2) times PLAINTIFFS'
27 actual damages.

28

1 25. a) On or about November 22, 2010 and August 5, 2011, PLAINTIFFS
2 made demand upon MANUFACTURER for replacement or restitution, pursuant to the
3 ACT.

4 b) Defendants, and each of them, knew of their obligations under the
5 ACT, but, nevertheless, and despite PLAINTIFFS' demand, failed and refused to make
6 restitution or replacement according to the mandates of the ACT.

7 c) The failure of Defendants, and each of them, to refund the
8 consideration paid and payable, or to replace the SUBJECT VEHICLE with a similar
9 vehicle free from defects, justifies an award of a Civil Penalty in an amount not to exceed
10 two (2) times PLAINTIFFS' actual damages, as provided in the ACT.

11 26. a) As a direct result of the actions of Defendants, and each of them,
12 and in pursuing PLAINTIFFS' claim, it was necessary for PLAINTIFFS to retain legal
13 counsel.

14 b) Pursuant to the ACT, PLAINTIFFS are entitled to the recovery of
15 attorneys' fees based upon actual time expended, and to the recovery of all costs and
16 expenses reasonably incurred in pursuing this matter.

17
18 **SECOND CAUSE OF ACTION**

19 **(Breach of Implied Warranty Obligations Under the ACT)**

20 **(Against All Defendants)**

21
22 27. PLAINTIFFS reallege each and every paragraph contained in the
23 GENERAL ALLEGATIONS set forth hereinabove, and hereby incorporate them by
24 reference as though fully set forth at length herein.

25 28. At the time that MANUFACTURER distributed the SUBJECT VEHICLE into
26 commerce, and at the time that PLAINTIFFS acquired the SUBJECT VEHICLE,
27 Defendants, and each of them, impliedly warranted that the SUBJECT VEHICLE was
28 merchantable as provided in the ACT.

1 29. The SUBJECT VEHICLE was not merchantable, as evidenced by the
2 defects, nonconformities, misadjustments, and/or malfunctions as hereinabove alleged.

3 30. a) As the result of the actions of Defendants, and each of them,
4 PLAINTIFFS have sustained damage in the amount actually paid or payable under the
5 contract, plus prejudgment interest thereon at the legal rate.

6 b) PLAINTIFFS will seek leave to amend this Complaint to set forth the
7 exact amount thereof when ascertained.

8 31. a) As a further result of the actions of Defendants, and each of them,
9 PLAINTIFFS have sustained incidental damages in an amount yet to be determined, plus
10 interest thereon at the legal rate.

11 b) PLAINTIFFS will seek leave to amend this Complaint to set forth the
12 exact amount of incidental damages when ascertained.

13 32. a) As a further result of the actions of Defendants, and each of them,
14 PLAINTIFFS have sustained consequential damages in an amount yet to be determined,
15 plus interest thereon at the legal rate.

16 b) PLAINTIFFS will seek leave to amend this Complaint to set forth the
17 exact amount of consequential damages when ascertained.

18 33. a) The failure of Defendants, and each of them, to refund the
19 consideration paid and payable, or to replace the SUBJECT VEHICLE with a similar
20 vehicle free from defects, justifies an award of a Civil Penalty in an amount not to exceed
21 two (2) times PLAINTIFFS' actual damages, as provided in the ACT.

22 34. a) As a direct result of the actions of Defendants, and each of them,
23 and in pursuing PLAINTIFFS' claim, it was necessary for PLAINTIFFS to retain legal
24 counsel.

25 b) Pursuant to the ACT, PLAINTIFFS are entitled to the recovery of
26 attorneys' fees based upon actual time expended, and to the recovery of all costs and
27 expenses reasonably incurred in pursuing this matter.

28

1 WHEREFORE, PLAINTIFFS pray for judgment against Defendants, and each of
2 them, as follows:

3 **AS TO THE FIRST AND SECOND CAUSES OF ACTION**

- 4 1. For replacement or restitution, at PLAINTIFFS' option, as required under
5 the ACT, in an amount not less than \$82,003.37;
- 6 2. For incidental damages, according to proof;
- 7 3. For consequential damages, according to proof;
- 8 4. For prejudgment interest at the legal rate;
- 9 5. For a civil penalty as provided in the ACT, in an amount not to exceed two
10 (2) times the amount of PLAINTIFFS' actual damages;
- 11 6. For attorneys' fees based upon actual time expended, according to proof;
- 12 7. For all costs and expenses of suit incurred; and,
- 13 8. For such other and further relief as this Court may deem just and proper.

14
15 DATED: August 11, 2011

NORMAN TAYLOR & ASSOCS.

16
17 By: _____

Tarek H. Zohdy, Esq.
Attorney for PLAINTIFFS,
HAGOP CHORBADJIAN and
SHANT NERSES
CHORBADJIAN

EXHIBIT A

Buyer Name and Address (Including County and Zip Code) HAGOP CHORBADJIAN 5221 RAMSDELL AVE LA CRESCENTA CA LOS ANGELES 91214	Co-Buyer Name and Address (Including County and Zip Code) SHANT NERSES CHORBADJIAN 5221 RAMSDELL AVE LA CRESCENTA CA LOS ANGELES 91214	Creditor-Seller (Name and Address) DOWNTOWN LA MOTORS MERCEDES 1801 S FIGUEROA ST LOS ANGELES, CA 90015
---	---	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2009	MERCEDES F63AMG	31	WDBUF77X59B369707	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
0.00 %	\$ 0.00 (e)	\$ 92003.37	\$ 92003.37 (e)	\$ 0.00 is
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of		
One Payment of	N/A	N/A
1 Payments	92003.37	Monthly, Beginning 08/17/09
Payments	N/A	Monthly, Beginning
One Final Payment	N/A	

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late. Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate an insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury \$ N/A Limits	N/A Mos.	\$ N/A
Property Damage \$ N/A Limits	N/A Mos.	\$ N/A
Medical N/A	N/A Mos.	\$ N/A
	N/A Mos.	\$ N/A
Total Vehicle Insurance Premiums		\$ N/A

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer **X** *Chorbadjian*
Co-Buyer **X** *Chorbadjian*
Seller **X**

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price

A. Cash Price of Motor Vehicle and Accessories	\$ 73777.00 (A)
1. Cash Price Vehicle	\$ 73777.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe N/A	\$ N/A
Describe N/A	\$ N/A
B. Document Preparation Fee (not a governmental fee)	\$ 55.00 (B)
C. Smog Fee Paid to Seller	\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid)	\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid)	\$ N/A (H)
I. Sales Tax (on taxable items in A through H)	\$ 7199.62 (I)
J. Optional DMV Electronic Filing Fee	\$ 29.00 (J)
K. (Optional) Service Contract (to whom paid)	\$ N/A (K)
L. (Optional) Service Contract (to whom paid)	\$ N/A (L)
M. (Optional) Service Contract (to whom paid)	\$ N/A (M)
N. (Optional) Service Contract (to whom paid)	\$ N/A (N)
O. (Optional) Service Contract (to whom paid)	\$ N/A (O)
P. Prior Credit or Lease Balance paid by Seller to	\$ N/A (P)
N/A (see downpayment and trade-in calculation)	\$ N/A
Q. (Optional) Gap Contract (to whom paid)	\$ N/A

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

Credit Life: Buyer Co-Buyer Both
 Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	\$ N/A
Credit Disability	N/A Mos.	N/A	\$ N/A
Total Credit Insurance Premiums			\$ N/A (b)

Insurance Company Name **N/A**

Home Office Address _____

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for

P. Prior Credit or Lease Balance paid by Seller to N/A \$ N/A (P)
 (see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) \$ N/A (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ 0.00 (R)

S. Other (to whom paid) N/A \$ N/A (S)
 For N/A

Total Cash Price (A through S) \$ 21059.92 (1)

2. Amounts Paid to Public Officials

A. License Fees \$ 242.00 (A)
-ESTIMATED-

B. Registration/Transfer/Titling Fees \$ 87.00 (B)

C. California Tire Fees \$ 9.75 (C)

D. Other \$ N/A (D)

Total Official Fees (A through D) \$ 343.75 (2)

3. Amount Paid to Insurance Companies
 (Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4. Smog Certification or Exemption Fee Paid to State \$ N/A (4)

5. Subtotal (1 through 4) \$ 22003.37 (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr N/A Make N/A \$ N/A (A)
 Model N/A Odom N/A
 VIN N/A

B. Less Prior Credit or Lease Balance \$ N/A (B)

C. Net Trade-In (A less B) (indicate if a negative number) \$ N/A (C)

D. Deferred Downpayment \$ N/A (D)

E. Manufacturer's Rebate \$ N/A (E)

F. Other \$ N/A (F)

G. Cash \$ N/A (G)

Total Downpayment (C through G) \$ 0.00 (6)
 (If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 22003.37 (7)

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).** You want to buy the credit insurance.

Date X Charles... Buyer Signature Age _____

Date X Charles... Co-Buyer Signature Age _____

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract _____

I want to buy a gap contract.

Buyer Signs X Charles...

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A
 Term N/A Mos. or N/A Miles

1L Company N/A
 Term N/A Mos. or N/A Miles

1M Company N/A
 Term N/A Mos. or N/A Miles

1N Company N/A
 Term N/A Mos. or N/A Miles

1O Company N/A
 Term N/A Mos. or N/A Miles

Buyer X Charles...

SELLER ASSISTED LOAN
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Amount \$ N/A Finance Charge \$ N/A
 Total \$ N/A Payable in N/A
 installments of \$ N/A \$ N/A
 from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
 If this contract reflects the retail sale of a new motor vehicle, the sale is not to be received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:
C AUTO

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

X Charles...
 Buyer
X Charles...
 Co-Buyer

HOW THIS CONTRACT CAN BE CHANGED
 This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X Charles...
 Co-Buyer Signs X Charles...

OPTION: You pay no finance charge if the Amount Financed, item 7, is paid in full on or before N/A, Year . SELLER'S INITIALS _____

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING:
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X Charles...
 Buyer X Charles... Co-Buyer X Charles...

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6B as "Prior Credit or Lease Balance," Seller will refund the difference to you.

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) You cannot sue for the amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Charlita Co-Buyer Signature X Charlita

~~The Annual Percentage Rate may be... Seller may assign this contract to receive a part of the Finance Charge.~~

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Charlita Date 08/17/08 Co-Buyer Signature X Charlita Date 08/17/08

Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X _____ Address _____

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A
Address _____ Address _____

Seller Signs DOWNTOWN LA MOTORS MERCEDES Date 08/17/08 Title FIN MG

EXHIBIT B



Mercedes-Benz

Service and Warranty Information 2009

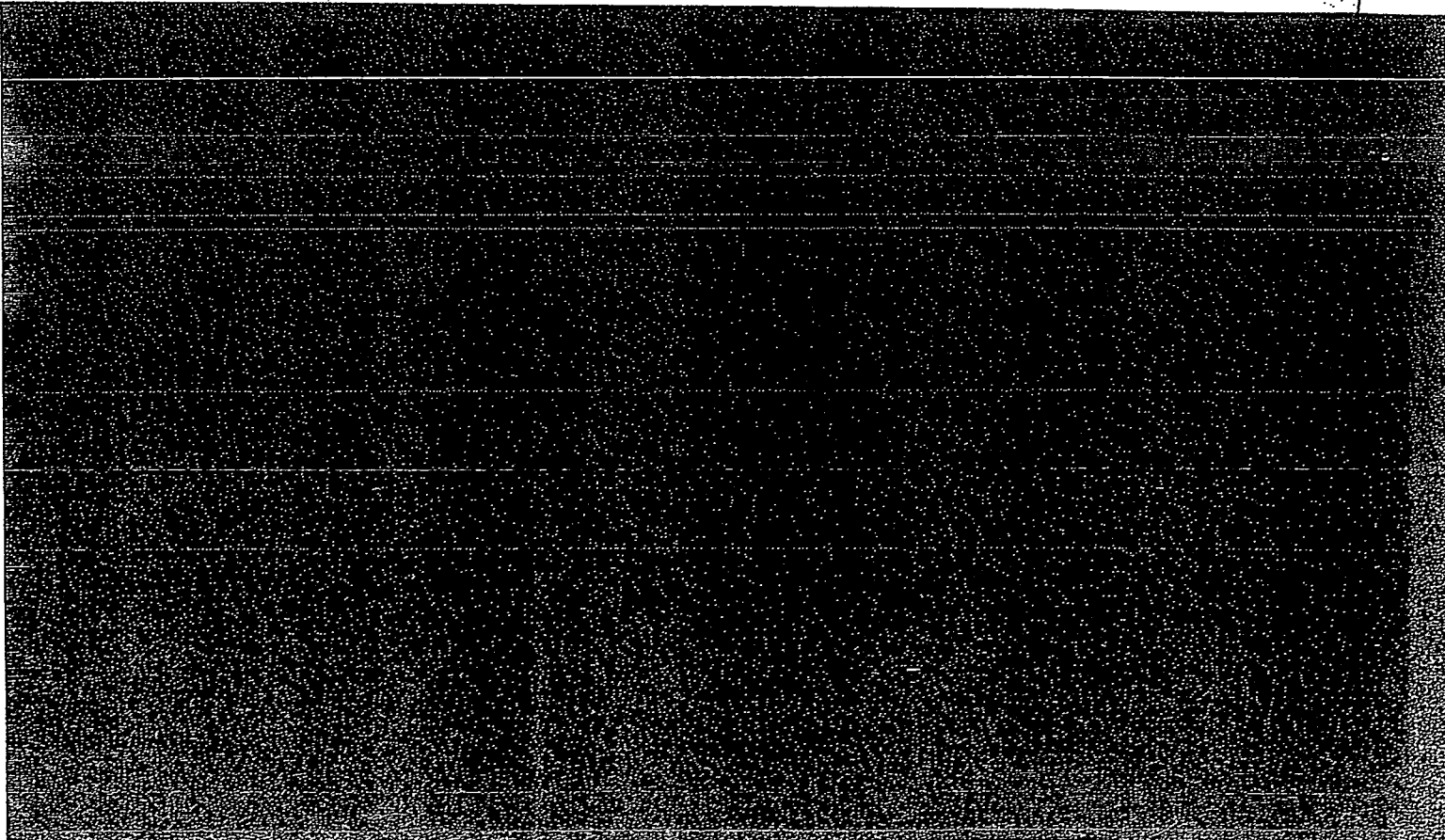
Passenger Cars and Trucks (except Mercedes-Benz SLR McLaren)

QUICK REFERENCE TO WARRANTY COVERAGE

(Complete warranty coverage starts on page 11)

BASIC WARRANTY	4 Years/50,000 Miles
TIRES, WHEEL ALIGNMENT AND BALANCING	1 Year/12,000 Miles
EMISSION PERFORMANCE/CONTROL (Federal)	2 Years/24,000 Miles
EMISSION PERFORMANCE/CONTROL (Federal)	8 Years/80,000 Miles (Limited Coverage - please refer to text)
ELECTRO-HYDRAULIC BRAKE SYSTEM (SL-Class only)	10 Years/Unlimited Miles (Limited Coverage - please refer to text)
EMISSION PERFORMANCE (California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, Vermont, New Jersey*, Oregon, Washington)	3 Years/50,000 Miles
EMISSION CONTROL (California, Maine, Massachusetts, Connecticut, Rhode Island, Pennsylvania, Vermont, New Jersey*, Oregon, Washington)	7 Years/70,000 Miles (Limited Coverage - please refer to text)
Years in Service	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

* Effective as of January 2009 deliveries



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE**

Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.3(c)). There is additional information on the reverse side of this form

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debre Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirde Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. Steven J. Kleifield	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. Barbara Scheper	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	Other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk
By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the Chapter Seven Rules, as applicable in the Central District, are summarized for your assistance.

APPLICATION

The Chapter Seven Rules were effective January 1, 1994. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Chapter Seven Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Individual Calendaring Court will be subject to processing under the following time standards:

COMPLAINTS: All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days of filing.

CROSS-COMPLAINTS: Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

A Status Conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties at a status conference not more than 10 days before the trial to have timely filed and served all motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested jury instructions, and special jury instructions and special jury verdicts. These matters may be heard and resolved at this conference. At least 5 days before this conference, counsel must also have exchanged lists of exhibits and witnesses and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Eight of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Seven Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Seven Rules. Such sanctions may be on a party or if appropriate on counsel for the party.

This is not a complete delineation of the Chapter Seven Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is absolutely imperative.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

[CRC 3.221 Information about Alternative Dispute Resolution]

For additional ADR information and forms visit the Court ADR web application at www.lasuperiorcourt.org (click on ADR).

The plaintiff shall serve a copy of this Information Package on each defendant along with the complaint (Civil only).

What Is ADR:

Alternative Dispute Resolution (ADR) is the term used to describe all the other options available for settling a dispute which once had to be settled in court. ADR processes, such as arbitration, mediation, neutral evaluation (NE), and settlement conferences, are less formal than a court process and provide opportunities for parties to reach an agreement using a problem-solving approach.

There are many different kinds of ADR. All of them utilize a "neutral", an impartial person, to decide the case or help the parties reach an agreement.

Mediation:

In mediation, a neutral person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate

Mediation may be particularly useful when parties have a dispute between or among family members, neighbors, or business partners. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate

Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Arbitration:

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. *Nonbinding arbitration* means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate

If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Neutral Evaluation:

In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate

Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate

Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences:

Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

LOS ANGELES SUPERIOR COURT ADR PROGRAMS

CIVIL:

- **Civil Action Mediation** (Governed by Code of Civil Procedure (CCP) sections 1775-1775.15, California Rules of Court, rules 3.850-3.868 and 3.870-3.878, Evidence Code sections 1115-1128, and Los Angeles Superior Court Rules, chapter 12.)
- **Retired Judge Settlement Conference**
- **Neutral Evaluation** (Governed by Los Angeles Superior Court Rules, chapter 12.)
- **Judicial Arbitration** (Governed by Code of Civil Procedure sections 1141.10-1141.31, California Rules of Court, rules 3.810-3.830, and Los Angeles Superior Court Rules, chapter 12.)
- **Eminent Domain Mediation** (Governed by Code of Civil Procedure section 1250.420.)
- **Civil Harassment Mediation**
- **Small Claims Mediation**

FAMILY LAW (non-custody):

- **Mediation**
- **Forensic Certified Public Accountant (CPA) Settlement Conference**
- **Settlement Conference**
- **Nonbinding Arbitration** (Governed by Family Code section 2554.)

PROBATE:

- **Mediation**
- **Settlement Conference**

NEUTRAL SELECTION

Parties may select a mediator, neutral evaluator, or arbitrator from the Court Party Select Panel or may hire someone privately, at their discretion. If the parties utilize the Random Select Mediation or Arbitration Panel, the parties will be assigned on a random basis the name of one neutral who meets the case criteria entered on the court's website.

COURT ADR PANELS

Party Select Panel The Party Select Panel consists of mediators, neutral evaluators, and arbitrators who have achieved a specified level of experience in court-connected cases. The parties (collectively) may be charged \$150.00 per hour for the first three hours of hearing time. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.

Random Select Panel The Random Select Panel consists of trained mediators, neutral evaluators, and arbitrators who have not yet gained the experience to qualify for the Party Select Panel, as well as experienced neutrals who make themselves available pro bono as a way of supporting the judicial system. It is the policy of the Court that all Random Select Panel volunteer mediators, neutral evaluators, and arbitrators provide three hours hearing time per case. Thereafter, the parties may be charged for additional hearing time on an hourly basis at rates established by the neutral if the parties consent in writing.

Private Neutral The market rate for private neutrals can range from \$300-\$1,000 per hour.

ADR ASSISTANCE

For assistance regarding ADR, please contact the ADR clerk at the courthouse in which your case was filed.

COURT HOUSE	ADDRESS	ROOM	CITY	PHONE	FAX
Antonovich	42011 4th St. West	Norie	Lancaster, CA 93534	(661)974-7275	(661)974-7060
Chatsworth	9425 Penfield Ave.	1200	Chatsworth, CA 91311	(818)576-8565	(818)576-8687
Compton	200 W. Compton Blvd.	1002	Compton, CA 90220	(310)603-9072	(310)223-0337
Glendale	600 E. Broadway	273	Glendale, CA 91208	(818)500-3160	(818)548-5470
Long Beach	415 W. Ocean Blvd.	316	Long Beach, CA 90802	(562)491-6272	(562)437-3802
Norwalk	12720 Norwalk Blvd.	308	Norwalk, CA 90650	(562)807-7243	(562)462-9019
Pasadena	300 E. Walnut St.	109	Pasadena, CA 91101	(626)356-5685	(626)686-1774
Pomona	400 Civic Center Plaza	106	Pomona, CA 91766	(909)620-3183	(909)629-6283
San Pedro	505 S. Centre	209	San Pedro, CA 90731	(310)519-6151	(310)514-0314
Santa Monica	1725 Main St.	203	Santa Monica, CA 90401	(310)260-1829	(310)319-6130
Stanley Mosk	111 N. Hill St.	113	Los Angeles, CA 90012	(213)974-5425	(213)633-5115
Torrance	825 Maple Ave.	100	Torrance, CA 90503	(310)222-1701	(310)782-7326
Van Nuys	6230 Sylmar Ave.	418	Van Nuys, CA 91401	(818)374-2337	(818)902-2440

Partially Funded by the Los Angeles County Dispute Resolution Program

A complete list of the County Dispute Resolution Programs is available online and upon request in the Clerk's Office

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

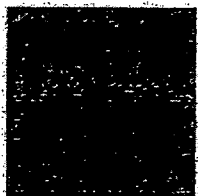


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING		

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lasuperiorcourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation.
(INSERT DATE) (INSERT DATE)
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	➤	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	➤	_____
Date: _____ (TYPE OR PRINT NAME)	➤	(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
 - Request for Informal Discovery Conference.
 - Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, **briefly** describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, **briefly** describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RONAN MCCABE,)	
RANDA HERRING,)	
JON DUSTIN STONE,)	CIVIL ACTION NO.
ADAM DEUEL,)	
MINH VO, and)	1:12-cv-02494-TCB
SUDHIR K. CHAUDHARY,)	
Individually, and on behalf of)	
all others similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	
)	
DAIMLER AG and)	
MERCEDES-BENZ USA, LLC,)	JURY TRIAL DEMANDED
)	
Defendants.)	

SECOND AMENDED CLASS ACTION COMPLAINT

Pursuant to this Court’s July 29, 2013 Order, and Rule 15 of the Federal Rules of Civil Procedure, Plaintiffs RONAN MCCABE, RANDA HERRING, JON DUSTIN STONE, ADAM DEUEL, MINH VO, and SUDHIR K. CHAUDHARY, individually, and on behalf of other similarly situated persons, file this Second Amended Class Action Complaint against DAIMLER AG and MERCEDES-BENZ USA, LLC (“MBUSA”), and in support thereof state:

A. INTRODUCTION

1. Plaintiffs bring this class action to remedy Defendants' unlawful actions in connection with the design, manufacture, marketing, distribution, and sale of 2003-2009 model year W211 E-Class Mercedes-Benz vehicles. These vehicles were designed, manufactured, marketed, distributed, and sold by Defendants.

2. The W211 E-Class generation of Mercedes-Benz brand vehicles were produced by Daimler AG from 2003 to 2009. In 2006, Mercedes had a mid-generation "refresh" of the W211 line; however, the entire generation from 2003-2009 share a common design and manufacturing process with regard to the fuel tank, fuel sending unit, evaporation tubes, and associated fuel system components on these vehicles.

3. Due to undisclosed defects in the fuel tank, fuel sending unit, and evaporation tubes, the vehicles in question experience problems that result in gasoline vapor leaks into the vehicle cabin, liquid gasoline leaks outside of the vehicle, and liquid gasoline absorption into the interior seats.

4. To date, there have been well over one hundred (100) complaints to the National Highway Traffic Safety Administration (NHTSA) regarding the smell

of gasoline in the cabin and/or liquid gasoline leaks outside of this type of Mercedes.

5. As discussed below, Plaintiffs assert claims, on behalf of themselves and the defined Classes, for violations of the Virginia Consumer Protection Act, violations of the California Business & Professions Code, and/or fraudulent concealment.

B. PARTIES

6. Plaintiff Ronan McCabe is, and at all times relevant to this action was, a citizen of the United States and domiciled in Tucker, Gwinnett County, Georgia, which is located within the geographic boundaries of this District and this Division of this District. He brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated, and by bringing this lawsuit in this venue, avails himself of the jurisdiction of this Court.

7. Plaintiff Randa Herring is, and at all times relevant to this action was, a citizen of the United States domiciled in Newnan, Georgia, which is located within the geographic boundaries of this District. She brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated, and by bringing this lawsuit in this venue, avails herself of the jurisdiction of this Court.

8. Plaintiff Jon Dustin Stone is, and at all times relevant to this action was, a citizen of the United States and domiciled in Dallas, Texas. He brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated, and by bringing this lawsuit in this venue, avails himself of the jurisdiction of this Court.

9. Plaintiff Adam Deuel is, and at all times relevant to this action was, a citizen of the United States and domiciled in Houston, Texas. He brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated, and by bringing this lawsuit in this venue, avails himself of the jurisdiction of this Court.

10. Plaintiff Minh Vo is, and at all times relevant to this action was, a citizen of the United States and domiciled in Sterling, Virginia. He brings this action in an individual capacity, and in the capacity of the class representative of others similarly situated, and by bringing this lawsuit in this venue, avails himself of the jurisdiction of this Court.

11. Plaintiff Sudhir K. Chaudhary is, and at all times relevant to this action was, a citizen of the United States domiciled in Napa, California. He brings this action in an individual capacity, and in the capacity of the class representative

of others similarly situated, and by bringing this lawsuit in this venue, avails herself of the jurisdiction of this Court.

12. Defendant DAIMLER AG, is an alien corporation duly registered in the Federal Republic of Germany with its main corporate offices located in the Mercedesstr. 137, 70327 Stuttgart, Germany, with additional facilities at 70546, Stuttgart, Germany. DAIMLER, AG, is the parent corporation of Mercedes-Benz USA, LLC. Defendant DAIMLER AG may be served by delivering a copy of the Summons and Complaint, pursuant to Federal Rules of Civil Procedure 4(h)(2) and 4(f)(2)(c)(ii), Article 10(a) of the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (referred to as “The Hague Service Convention”), and other applicable laws, to DAIMLER AG, Mercedesstr. 137, 70327, Stuttgart, Germany.

13. Defendant Mercedes-Benz USA, LLC, is a duly certified corporation of the State of New Jersey with its principal corporate offices located at One Mercedes Drive, Montvale, Bergen County, New Jersey. Defendant Mercedes-Benz USA, LLC may be served by delivering a copy of the Summons and Complaint to its registered agent for service of process, CT Corporation System, 1201 Peachtree Street, N.E., Atlanta, Fulton County, Georgia 30361, which is located within this Division and this District.

C. JURISDICTION AND VENUE

14. This court has jurisdiction over this action under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d). The aggregate claims of the individual class members exceed the sum value of \$5,000,000 exclusive of interest and costs, there are believed to be in excess of 100 class members, and this is a class in which more than two-thirds of the proposed Plaintiff classes on the one hand, and Defendants on the other hand, are citizens of different states.

15. Venue and personal jurisdiction is proper in this district because both Defendants transact business and derive substantial revenues from business activity in this District, and further because Plaintiffs McCabe and Herring are residents of this District. *See* LR 3.1(B)(2), NDGa. Defendants' contacts with the district are sufficient to subject Defendants to personal jurisdiction in this Court. Further, aliens, such as Daimler AG, may be sued in any district. 28 U.S.C. § 1391(d).

D. FACTUAL BACKGROUND

16. The vehicles at issue were designed, manufactured, marketed, and sold or leased by Defendants. The Mercedes-Benz vehicles in question were accompanied by MBUSA's New Vehicle Warranty, which expressly promised to "warrant to the original and each subsequent owner of a new Mercedes-Benz vehicle that any authorized Mercedes-Benz Center will make any repairs or

replacements necessary, **to correct defects in material or workmanship arising during the warranty period.** See “**Exhibit A**” to Orig. Compl. (Mercedes-Benz Service and Warranty Information 2009, at p. 11 (emphasis added)).¹ Other warranties for other year models contain similar provisions.

17. Mercedes-Benz USA, LLC, which is a subsidiary of Daimler AG, operates as the United States sales division responsible for importing the vehicles to the United States, selling the vehicles to authorized dealers, and servicing the vehicle warranties.

18. Daimler designed and manufactured over 300,000 W211 E-Class vehicles for model years 2003-2009, which were shipped to the United States and sold by MBUSA. The models include the E320, E350, E500, E550, E55 AMG, and E63 AMG.

19. Due to defects in the design and/or manufacturing, the vehicles at issue are prone to emit gasoline fumes into the cabin and leak liquid gasoline from the gas tank outside of the vehicle. The defect is contained in or around the evaporation tubes located in the gasoline tank, which causes either the gasoline

¹ Plaintiffs attached as “**Exhibit A**” to Orig. Compl. only the warranty booklet for the 2009 model year vehicles; however, the express warranties that accompanied all defective vehicles are substantially similar.

fumes to emanate from the tank into the cabin, or the liquid gasoline to leak out of the tank, or both. The gasoline leaks from the evaporation tubes and pools on top of the fuel sending units. Vehicle owners have also experienced gasoline pooling underneath their vehicles. Others have had interior rear seats ruined by absorbing leaking gasoline. Owners have also experienced strong odors of gasoline in the closed confines of the vehicle cabins. All of these conditions result from a defect in the fuel tank, fuel sending unit, evaporation tubes, and associated fuel system components that are common to all W211 E-Class vehicles.

20. Owners of the affected vehicles have a reasonable expectation that normal and routine use of their vehicles will not result in exposure to gasoline vapors or the potential of such exposure from defective parts or components during the vehicle life. Exposure to gasoline vapor is dangerous for cabin occupants, which can lead to sickness and other health related issues. Many states have published information concerning health and safety risks of uncontained gasoline. For example, The Illinois Department of Public Health published the dangers of breathing gasoline on its website:²

Many adverse health effects of gasoline are due to individual chemicals in gasoline, mainly BTEX, that are present in small amounts. Breathing small amounts of gasoline vapors can lead to nose and throat

² <http://www.idph.state.il.us/envhealth/factsheets/gasoline.htm>

irritation, headaches, dizziness, nausea, vomiting, confusion and breathing difficulties. Symptoms from swallowing small amounts of gasoline include mouth, throat and stomach irritation, nausea, vomiting, dizziness and headaches. Some effects of skin contact with gasoline include rashes, redness and swelling. Being exposed to large amounts of gasoline can lead to coma or death.

21. The Texas Department of Insurance published, “Gasoline Safety A 5-Minute Safety Training Aid,” which also discusses not only the health effects of exposure, but also the explosive dangers.

The number one hazard of gasoline is fire or explosion. Liquid gasoline does not burn, but gasoline vapors do. Since the vapors are heavier than air, they move along close to the ground and can collect in low areas. Any ignition source (cigarette, match, hot exhaust pipe or any spark) can ignite gasoline vapors. When gasoline vapors ignite, one gallon of gasoline can explode with the same force as 14 sticks of dynamite.

Gasoline can also cause adverse health effects. Contact with the skin causes the skin to dry and crack. Prolonged breathing of gasoline vapors can cause dizziness, nausea, or vomiting.... Gasoline contains a toxic chemical called Benzene. Benzene is a known carcinogen, therefore you should avoid breathing gasoline vapors or taking gasoline into your mouth.

See “**Exhibit B**” to Orig. Compl. (Gasoline Safety).³

22. ChevronTexaco published a Material Safety Data Sheet also warning of the safety hazards of gasoline.

³ “An explosion is possible if the vapors are lit by a spark or flame . . .” Wisconsin Department of Health Services,
<http://www.dhs.wisconsin.gov/eh/chemfs/fs/gasoline.htm>

Inhalation: The vapor or fumes from this material may cause respiratory irritation. Symptoms of respiratory irritation may include coughing and difficulty breathing. Breathing this material at concentrations above the recommended exposure limits may cause central nervous system effects. Central nervous system effects may include headache, dizziness, nausea, vomiting, weakness, loss of coordination, blurred vision, drowsiness, confusion, or disorientation. At extreme exposures, central nervous system effects may include respiratory depression, tremors or convulsions, loss of consciousness, coma or death.

Cancer: Prolonged or repeated exposure to this material may cause cancer. Gasoline has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Contains benzene, which has been classified as a carcinogen by the National Toxicology Program (NTP) and a Group 1 carcinogen (carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Contains ethyl benzene which has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC). Contains naphthalene, which has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC).

Whole gasoline exhaust has been classified as a Group 2B carcinogen (possibly carcinogenic to humans) by the International Agency for Research on Cancer (IARC).

See “**Exhibit C**” to Orig. Compl. (Material Safety Data Sheet).

23. Without taking into consideration the foreseeability of cigarette smoking in or around the affected vehicles⁴ and the possibility of ignition sources

⁴ The Centers for Disease Control and Prevention (CDC) estimates 45.3 million people in the United States smoke cigarettes.

if same are located in proximity to a leaking fuel container, Daimler designed and manufactured the affected vehicles with ashtrays and cigarette lighters in both the front seating and rear seating areas of the cabin. The cigarette lighter and ashtray in the rear of the vehicles are located in close proximity to where the gasoline leaks out of the tank. Daimler reasonably expects vehicle occupants may light and smoke cigarettes in the affected vehicles. Thus, Daimler has a duty to occupants to keep them safe from harmful gasoline vapors that may cause sickness or explosion.

24. On January 23, 2012, NHTSA opened an investigation into the gasoline leaks on 2003-2006 Mercedes-Benz E55 vehicles. *See* “**Exhibit D**” to Orig. Compl. (NHTSA Campaign Summary PE12001).

25. NHTSA states that complaints allege leakage of raw fuel pooling and/or spraying on vehicle components.

26. The report also cites recall campaign #2008-020001, which was initiated by MBUSA to remedy an issue of leaking gasoline. *See* “**Exhibit E**” to Orig. Compl. (Voluntary Emissions Recall Campaign #2008-020001 Notice Letter).

http://www.cdc.gov/tobacco/data_statistics/fact_sheets/adult_data/cig_smoking/index.htm

27. The recall campaign only applied to certain 2003-2006 E-Class vehicles. It did not remedy the issue concerning gas leakage, with further leakage resulting from E-Class vehicles having the recall campaign performed. Many of the vehicles receiving the “recall” are still experiencing unsafe fuel containment issues, simply because Defendants either misdiagnosed the source of the gasoline and vapor leaks, or chose to conceal the actual source of the leaks, which would have been a greater cost to Defendants to remedy through recall. With gasoline tanks still leaking, Defendants refuse to acknowledge owner complaints, because the vehicles already had “recalls” performed. Moreover, in regard to the other affected 2003-2009 E-Class vehicles with substantially similar designs, neither Daimler nor MBUSA have issued any pertinent recall to address this problem.

28. Daimler has received ample notice of the problems affecting all vehicles with these substantially similar designs, as there are well over one hundred complaints regarding unsafe fuel containment issues across all E-Class vehicles. These Complaints can be found using the search function at the NHTSA website <http://www.odi.nhtsa.dot.gov/complaints>.

29. The following are excerpts of some complaints to NHTSA concerning the safety issues associated with the defect complained of herein:

Date of Failure – December 5, 2011. *See* “**Exhibit F**” to Orig. Compl. (Complaint 12/5/11)

Both fuel sending units leaking from the top of the fuel tank. Fuel was puddling under the rear seats and was dripping on the ground. My 6 year old son got in the car this morning and complained that it smelled like gas. This is a major safety issue as well as an environmental issue. What would happen if the leaking fuel came in contact with a hot exhaust pipe? A recall was issued for the same problem in 2008. However, the recall did not resolve the problem. It only delays it until you are out of warranty and are forced to pay out of pocket for a costly repair.

Date of Failure – December 1, 2009. *See* “**Exhibit G**” to Orig. Compl. (Complaint 12/1/09)

The contact owns a 2005 Mercedes Benz E55. The contact stated that there was a strong fuel odor inside of the vehicle while parked. The vehicle was taken to an authorized dealer on several occasions where the fuel pump was replaced but the failure persisted. The vehicle was towed back to the dealer and the contact was informed that the fuel sending unit was leaking. The manufacturer was made aware of the failure. The failure mileage was unavailable.

Date of Failure – June 4, 2011. *See* “**Exhibit H**” to Orig. Compl. (Complaint 6/4/11)

Fuel system leaks at sending unit/pump after fueling up vehicle. Fuel sits on top of sending unit/pump until fuel tank reaches approx $\frac{3}{4}$ of a tank. Vehicle had campaign (recall) for fuel sender conducted in 2008 according to dealer and MBUSA. Have contacted both about the issue and neither say they've heard of a problem. Dealer said they would look into it but would charge a diagnostic fee. Have pictures of fuel on of sending unit/pump also. After fueling vehicle the vehicle cannot be stored in my garage due to the vapor fumes filling my garage also my house. After fueling a strong smell of garage can be smelt (sic) outside of the vehicle and in the summer months smelt inside the vehicle at times.

Date of Failure – August 8, 2011. *See* “**Exhibit I**” to Orig. Compl. (Complaint 8/8/11)

Fuel smell in cabin of vehicle and fuel soaked charcoal canister. Mercedes Benz is not able to correct problem. Pressured (sic) checked tank and replaced charcoal soaked canister, problem still not resolved.

Date of Failure – August 1, 2011. *See* “**Exhibit J**” to Orig. Compl. (Complaint 8/1/11)

2005 Mercedes E55. Vehicle has a strong gas smell. Found gaskets at fuel senders leaking again. There was a recall to repair this issue in 2008 seems like it didn't fit the issue.

Date of Failure – July 14, 2011. *See* “**Exhibit K**” to Orig. Compl. (Complaint 7/14/11)

Fuel tank leak. Garage is filled with gas smell. After reading on line, it seems that thousands of other MB E-Class (Model Year 03-06) are having the same exact issue. This is a clear safety hazard and in the hot and humid Virginia weather, the car is a mobile bomb waiting to go off. Please forward this to the engineer that is working/looking at the existing complaints for the same issue.

Date of Failure – April 7, 2011. *See* “**Exhibit L**” to Orig. Compl. (Complaint 4/7/11)

Fuel sending units cracked on driver's side causing gas to pool on top of senders...literally six inches from where my three year old sits in the car. Fuel is pooling on the top of the sender units and then draining down the gas tank and outside of the vehicle. In addition, the entire cabin of vehicle inside and out smells of fuel.

Date of Failure – January 1, 2012. *See* “**Exhibit M**” to Orig. Compl. (Complaint 1/1/12)

The interior cabin of my 2006 Mercedes Benz E500 has a strong odor of gasoline. Especially after refueling. Recently, I get headaches and dizzy

when driving. So I have to roll down the windows to get rid of the smell. I have addressed this problem to multiple Mercedes Benz service centers and they said that there is no danger but if I wanted the smell to go away, it would cost me appx \$2000. I feel that this is a danger while driving because the fumes can cause the driver to pass out, or a spark in the car possibly from a short circuit or cigarette lighter could ignite in the car and cause an accident. After doing research regarding this matter, it seems it is the exact complaint of: Reference NHTSA Action Number: PE12001. I feel that this engineering/manufacturing defect should be addressed by Mercedes Benz and repaired due to its potential hazards it may cause on the highway.

Date of Failure – January 27, 2010. *See* “**Exhibit N**” to Orig. Compl. (Complaint 1/27/10)

The contact owns a 2006 Mercedes Benz E350. The contact stated that the fuel pump which is located under the drivers seat was leaking. The seats and the carpet were saturated with fuel due to the leak. The dealer repaired the fuel pump that was leaking. The manufacturer was not notified after the vehicle was taken to the service center. The failure mileage was 94,000.

Date of Failure – November 11, 2010. *See* “**Exhibit O**” to Orig. Compl. (Complaint 11/11/10)

I am a single 1 owner of a 2003 Mercedes Benz E55 AMG and it is leaking fuel into the back seat above the tank. The recall that was issued in 2008 were performed and it is now leaking again, has wrecked the insulation above the tank. MB refused to help.

Date of Failure – October 23, 2010. *See* “**Exhibit P**” to Orig. Compl. (Complaint 10/23/10)

I came out to my car the morning after filling up the tank fully and smelled a strong odor of gasoline inside the car. I drove it to the dealer and it turns out the fuel filter/fuel sending units had cracked and were leaking fuel. There is a sending unit on either side of the fuel tank under the rear passenger seats, and the fuel was leaking out the tops of these sending units into the cabin of the vehicle. Because I caught it early, the gasoline had only

pooled on the top of the fuel sending unit and not spilled into the seats and footwells. The dealer diagnosed the issue as cracked sending units and said both needed to be replaced. I did some research online and found that there had been a voluntary recall on my car in 2008 by Mercedes-Benz for this exact issue. The recall had been performed but clearly had not fixed the issue, as these parts failed again less than 2 years later....

Date of Failure – December 26, 2010. *See* “**Exhibit Q**” to Orig. Compl. (Complaint 12/26/10)

My 2003 Mercedes E55 AMG sedan has a strong smell of fuel coming from the vehicle. I contacted my local dealer and they said the problem was fixed back in 2008. Apparently the problem has not been solved and I fear an explosion from my garage filling up with fumes and 2 sources of fire. My furnace and my water heater.

Date of Failure – February 7, 2011. *See* “**Exhibit R**” to Orig. Compl. (Complaint 2/7/11)

I smell strong gas odor at rear driver side, when I get the full tank of gas. I went to a shop and lift the car that I can see the gas leak around the tank. I just want to say this kind of leaking very dangerous, because under the tank is exhaust pipe. That would be fired when too much gas leaking and no MIL light come on. Also no any recall for the problem when I call to ask the MB dealer.

Date of Failure – January 10, 2011. *See* “**Exhibit S**” to Orig. Compl. (Complaint 1/10/11)

Both fuel sending units leaking from the top of the fuel tank. Fuel was puddling under the rear seats and was dripping on to the ground. Both sending units were replaced at our expense. Other owners of the same vehicle are having the same issues and Mercedes is not cooperating with starting a recall process. This issue is a safety concern as well as an environmental issue.

Date of Failure – August 23, 2010. *See* “**Exhibit T**” to Orig. Compl. (Complaint 8/23/10)

Whenever I fill the gas tank strong smell of gas in the cabin of the car. I removed the rear seat to find the insulation barrier soaked in gas and inside the maintenance panel where the fuel filter assy. on the LH side of the car, just beneath the LH passenger seat cushion, had a puddle of gas present.

Date of Failure – June 1, 2010. See “**Exhibit U**” to Orig. Compl. (Complaint 6/1/2010)

2005 Mercedes Benz E55 fuel sending unit was spraying gas into the compartment which is underneath the driver side back passenger seat. There was a recall on the car already and it was replaced and failed in just 18 months. Brought the car to Mercedes of Freehold and they said “Been changed under recall” and they can’t do anything for me now that the new part has failed. Ended up buying the part out of pocket and replacing it because it was not under warranty any more. Gas being sprayed under the back passenger seat is not safe at all! Not to mention my cabin was filled with gas fumes.

Date of Failure – August 14, 2010. See **Exhibit V**” to Orig. Compl. (Complaint 8/14/10)

The contact owns a 2003 Mercedes E55. The contact was driving 35 MPH when he noticed an overpowering gasoline fuel odor from the vehicle interior. The dealer made repairs to the fuel tank seals. Later while refueling the vehicle, the contact noticed a large puddle of gasoline under the vehicle. He further inspected the failure and found a large puddle of gasoline fuel atop the fuel tank. The contact stated the vehicle was previously repaired under an unknown manufacturer’s recall for the fuel assembly in 2008. The vehicle was not further repaired. The failure mileage was 55,000 and the current mileage was 64,000.

30. NHTSA mandates that manufacturers issue recalls for safety related defects. If a manufacturer identifies a safety defect, the manufacturer notifies NHTSA, as well as vehicle or equipment owners, dealers, and distributors. A

safety defect is one which poses an unreasonable risk to safety and is common to a group of vehicles of the same manufacture or design. The manufacturer must then fix the problem at no charge to the consumer. This requirement has no limitation on vehicle mileage and applies to all vehicles within 25 years of manufacture. *See* 49 USC §30101 *et seq.*

31. Despite being aware of the defect as early as 2008, and perhaps sooner, Defendants failed to notify NHTSA and issue a recall to correct the defect. Leaking fuel tanks pose an unreasonable risk of safety to vehicle owners for risk of fire/explosion and health related problems. Defendants failed to repair or replace defective fuel tanks under vehicle warranties and/or pursuant to 49 USC §30101 *et seq.* Instead, Defendants chose to ignore and conceal the defect, instructing Mercedes-Benz technicians only to replace fuel sending units under warranty after repeated owner complaints.

32. Defendants also instructed Mercedes-Benz technicians not to issue replacement parts to the vehicles included in recall campaign #2008-020001 after replacement parts also failed. These replacement parts issued under recall campaign #2008-020001 did not correct the defect, because the defect was either misidentified by Defendants or concealed to defer costs to owners for complete replacement of gasoline tanks that will once again exhibit the same gasoline leaks.

33. These vehicles still suffer from leaking fuel tanks and the affected E-Class owners covered under campaign #2008-020001 are not being given proper replacement parts after the failure of recalled parts under campaign #2008-020001.

34. Defendants were apparently hoping these customers would be assuaged or that the fuel tanks and fuel sending units would be out of warranty by the time customers came back for the necessary repair and/or replacement. By engaging in this behavior, Defendants sought to profit by not incurring the cost of replacing parts under warranty and by further realizing revenue on part sales for replacements. Defendants still have not redesigned and manufactured the fuel tanks free of all defects. Owners who have been forced by Defendants to purchase and replace defective gasoline tanks out-of-pocket only received new defective gasoline tanks. Defendants have not remanufactured these defective gasoline tanks to be free from the safety defect at issue.

35. With full knowledge that the gasoline tanks in E-Class models were defectively designed and/or manufactured, Defendants failed to reengineer the parts at issue and continued to sell vehicles with safety defects through the 2009 model year. Defendants never disclosed the defects or the potential risks of those defects to consumers, nor did they revise warranties for an extension on the defective parts already included in earlier models. Rather, Defendants did nothing

to remedy safety defects concerning proper storage of explosive and flammable gasoline.

36. Due to the common defects contained in the fuel tank, fuel sending unit, evaporation tubes, and associated fuel system components, which are substantially similar across the E-Class vehicle lines and model years identified herein, all fuel tanks have to be replaced. Some owners have paid thousands of dollars to replace the gas tank, fuel sending units, and evaporation tubes, which is passed on to owners following warranty expiration, because Defendants did not issue a recall for the defective parts, even though they knew the defects to exist in E-Class vehicles. Failure to adequately contain gasoline and gasoline fumes render the vehicles unsafe to drive and unsafe to store in garages due to the potential for explosions and sickness.

37. After obtaining the vehicles in question, each of the named Plaintiffs experienced problems with raw fuel and gasoline fumes leaking from their E-Class vehicle gas tanks. These vehicles exhibit common safety defects across all lines and model years of E-Class vehicles identified herein, and created by Defendants, for which Defendants have the responsibility to correct.

E. NAMED PLAINTIFFS' EXPERIENCES

I. MCCABE

38. Plaintiff Ronan McCabe is, and at all times relevant to this action was, a resident of Tucker, Georgia. On or about January 24, 2012, McCabe purchased a 2006 Mercedes-Benz E55 AMG.

39. McCabe expected to receive a vehicle that was designed and manufactured to conform to the standard automotive quality for fuel containment. McCabe did not receive a vehicle that conformed to the standard he expected to receive.

40. At the time of the purchase, Defendants failed to disclose to McCabe or to the public the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E55 AMG vehicles, like the one purchased by McCabe. This defect was material in that he never would have purchased the vehicle had he known this defect existed. The defect also substantially affected the value of McCabe's vehicle. As a result of the defect, McCabe received a vehicle that has a diminished value for what he believed he had paid for and purchased. The vehicle additionally has a diminished value due to a negative market effect simply because it contains a safety defect.

41. McCabe used his vehicle as intended and foreseen by the Defendants.

42. On January 25, 2012, McCabe noticed a strong gasoline odor emanating from the right side rear of his E55 AMG vehicle. McCabe contacted MBUSA concerning the issue, and was informed his E55 AMG, which was or should have been a recalled vehicle under campaign #2008-020001, was not eligible for repairs under the recall campaign. McCabe was instructed to take his vehicle to a Mercedes-Benz service center to be diagnosed.

43. On January 26, 2012, McCabe presented his E55 AMG vehicle at Atlanta Classic Cars, an authorized Mercedes-Benz service center, for diagnosis. Service technicians diagnosed the fuel leak as coming from the fuel-sending unit on the left side of the gasoline tank. Service technicians replaced McCabe's fuel sending unit at a cost of \$302.87 to McCabe.

44. On February 3, 2012, McCabe noticed the gasoline odor and liquid fuel leak was once again present in his E55 AMG vehicle. On or about February 6, 2012, McCabe again presented his E55 AMG vehicle at Atlantic Classic Cars, and explained he was still experiencing a strong odor of gasoline in the vehicle cabin after the gasoline tank was filled. Mercedes-Benz service technicians diagnosed the issue as the gasoline tank leaking from the feed tube. Service technicians replaced the gasoline tank, fuel sending units, fuel pump, and rings and seals at an additional cost of \$1,632.25 to McCabe. Despite the gasoline tank and fuel-

sending unit being replaced, defects still exist in McCabe's vehicle, which can cause strong fuel odor to become present in the vehicle cabin if the gas tank is completely filled.

II. HERRING

45. Plaintiff Herring is, and at all times relevant to this action was, a resident of Newnan, Georgia. On or about April 9, 2009, Herring purchased a used 2006 Mercedes-Benz E500 from an authorized Mercedes-Benz dealership, Mercedes-Benz of South Atlanta. The vehicle was covered by a factory warranty at the time of purchase.

46. Herring expected to receive a vehicle that was designed and manufactured to conform to the standard automotive quality for fuel containment. Herring did not receive a vehicle that conformed to the standard she expected to receive.

47. At the time of the purchase, Defendants failed to disclose to Herring or to the public the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E500 vehicles, like the one purchased by Herring. This defect was material in that she never would have purchased the vehicle had she known this defect existed. The defect also substantially affected

the value of Herring's vehicle. As a result of the defect, Herring received a vehicle that has a diminished value from what she believed she had paid for and purchased.

48. Throughout her ownership of the vehicle, she used the E500 vehicle as it was intended and foreseen by the Defendants.

49. On or about July 29, 2012, Herring noticed a strong gasoline odor inside her E500 vehicle.

50. On or about July 30, 2012, Herring presented her E500 vehicle to Mercedes-Benz of South Atlanta, an authorized Mercedes-Benz service center, for diagnosis. Service technicians immediately identified the strong fuel smell and diagnosed the fuel leak as coming from the gas tank or its related components.

51. Mercedes-Benz of South Atlanta quoted Herring \$2,896.64 to replace both fuel level senders, seals, and covers, and to replace the fuel tank in her vehicle. Alternatively, Mercedes-Benz of South Atlanta offered to allow Herring to trade-in her defective vehicle towards the purchase of a different vehicle, but with a reduction in price paid for her trade-in to reflect the problem with the fuel smell in her vehicle.

52. Herring elected to trade-in the defective E500 vehicle. During the trade-in process, Mercedes-Benz of South Atlanta deducted \$3,937 from the trade-

in value of her vehicle, as their valuation of the diminished value of the vehicle due to the fuel smell and fuel-related defects.

III. STONE

53. Plaintiff Jon Dustin Stone is, and at all times relevant to this action was, a resident of Dallas, Texas. On or about July 7, 2011, Stone purchased a 2007 Mercedes-Benz E63 AMG.

54. Stone expected to receive a vehicle that was designed and manufactured to conform to the standard automotive quality for fuel containment. Stone did not receive a vehicle that conformed to the standard he expected to receive.

55. At the time of the purchase, Defendants failed to disclose to Stone, or the public, the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E63 AMG vehicles, like the one purchased by Stone. This defect was material in that he never would have purchased the vehicle had he known this defect existed. The defect also substantially affected the value of Stone's vehicle. As a result of the defect, Stone received a vehicle that has a diminished value for what he believed he had paid for and purchased. The vehicle additionally has a diminished value due to a negative market effect simply because it contains a safety defect.

56. Stone used his vehicle as intended and foreseen by the Defendants.

57. On or about January 18, 2012, Stone presented his E63 AMG at Mercedes-Benz of Plano complaining of a fuel odor and liquid fuel leak. Mercedes-Benz service technicians replaced the left side fuel-sending unit and installed a new seal on the right side fuel-sending unit.

58. On or about January 20, 2012, Stone again presented his E63 AMG to Mercedes-Benz of Plano complaining of bad fuel odor in the cabin still emanating from the gasoline tank. Service technicians found a “material defect” in the *new* left side fuel-sending unit that was installed two days earlier. They once again replaced the fuel-sending unit on the left side.

59. On or about February 3, 2012, Stone presented his E63 AMG at Mercedes-Benz of Plano after seeing a liquid fuel leak pool underneath his vehicle while parked in his garage. Mercedes-Benz service technicians then replaced the entire gasoline tank. Despite the gasoline tank and fuel sending unit being replaced, a defect still exists in the parts, which can cause strong fuel odor to become present in the vehicle cabin if the gas tank is completely filled.

IV. DEUEL

60. Plaintiff Adam Deuel is, and at all times relevant to this action was, a resident of Houston, Texas. On or about June 11, 2011, Deuel purchased a 2004 Mercedes-Benz E500 from Expo Motorcars in Houston, Texas.

61. Deuel expected to receive a vehicle that was designed and manufactured to conform to the standard automotive quality for fuel containment. Deuel did not receive a vehicle that conformed to the standard he expected to receive.

62. At the time of the purchase, Defendants failed to disclose to Deuel or to the public the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E500 vehicles, like the one purchased by Deuel. This defect was material in that he never would have purchased the vehicle had he known this defect existed. The defect also substantially affected the value of Deuel's vehicle. As a result of the defect, Deuel received a vehicle that has a diminished value for what he believed he had paid for and purchased. The vehicle additionally has a diminished value due to a negative market effect simply because it contains a safety defect.

63. Deuel used his vehicle as intended and foreseen by the Defendants.

64. On or about August 10, 2012, Deuel noticed a strong gasoline odor inside his E500 vehicle. On August 13, 2012, Deuel presented his vehicle at Mercedes-Benz of Houston North, notifying the Mercedes-Benz technicians of a fuel leak in his vehicle.

65. Service technicians diagnosed the fuel leak as coming from the fuel-sending unit on the left side of the gasoline tank, telling Deuel “Anytime you’re leaking fuel, that’s a safety issue.” Service technicians replaced Deuel’s fuel sending unit at a cost of \$1,042.12 to Deuel.

66. The fuel leak in Deuel’s vehicle was so potent, the fuel escaped the tank through the top and soaked into the rear seat upholstery. It created a large brown stain in the leather, which could not be cleaned. Deuel was forced to replace the rear seat on August 16, 2012 at a cost of \$289.00. Despite the fuel-sending unit being replaced, defects still exist in the parts, which can cause strong fuel odor to become present in the vehicle cabin if the gas tank is completely filled.

V. VO

67. Plaintiff Minh Vo is, and at all times relevant to this action was, a resident of Sterling, Virginia. On or about December 15, 2008, Vo purchased a certified pre-owned 2006 Mercedes-Benz E500 from an authorized Mercedes-Benz

dealership, Mercedes-Benz of Arlington, Virginia. The vehicle was covered by a factory certified pre-owned (“CPO”) warranty at the time of purchase.

68. On or about December 23, 2010, Vo also purchased a pre-owned 2005 Mercedes-Benz E55 AMG from Infiniti of Tyson’s Corner in Vienna, Virginia. The vehicle was not covered by a factory warranty at the time of purchase.

69. When Vo purchased each of these vehicles, he expected to receive vehicles that were designed and manufactured to conform to the standard automotive quality for fuel containment. Vo did not receive vehicles that conformed to the standard he expected to receive.

70. At the time of the purchase, Defendants failed to disclose to Vo or to the public the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E55 AMG and E500 vehicles, like the ones purchased by Vo. This defect was material in that he never would have purchased the vehicles had he known this defect existed. The defect also substantially affected the value of Vo’s vehicles. As a result of the defect, Vo received vehicles that have a diminished value for what he believed he had paid for and purchased. The vehicles additionally have a diminished value due to a negative market effect simply because they contain a safety defect.

71. Vo used his vehicles as intended and foreseen by the Defendants.

72. On or about March 14, 2011, Vo presented his E55 AMG at Mercedes-Benz of Arlington complaining of gasoline odor both inside and outside of the vehicle. Although his vehicle was part of the recall campaign #2008-020001, Defendants refused to replace the defective parts under the recall, because the recall was already performed prior to Vo's ownership. Service technicians replaced one fuel sending unit and two seal rings at a cost to Vo of \$945.28. Despite the fuel-sending unit being replaced, the defect still exists in the gasoline tank causing strong fuel odor to become present in the vehicle cabin when the gas tank is completely filled.

73. Vo is also experiencing the same gasoline odor in his E500, which has not had any parts replaced yet. Vo cannot park his E-Class vehicles in his garage for fear of fire or explosion. Vo is also concerned for the health of his child and is forced to drive with the windows open for additional ventilation.

VI. SUDHIR K. CHAUDHARY

74. Plaintiff Sudhir K. Chaudhary is, and at all times relevant to this action was, a resident of Napa, California. Mr. Chaudhary purchased a 2003 Mercedes-Benz E500 pre-owned from a dealership with a factory warranty.

75. Mr. Chaudhary expected to receive a vehicle that was designed and manufactured to conform to the standard automotive quality for fuel containment.

Chaudhary did not receive a vehicle that conformed to the standard she expected to receive.

76. At the time of the purchase, Defendants failed to disclose to Chaudhary or to the public the fact that there were underlying safety defects with the gasoline tanks contained in Mercedes-Benz E500 vehicles, like the one purchased Chaudhary. This defect was material in that he never would have purchased the vehicle had he known this defect existed. The defect also substantially affected the value of Chaudhary's vehicle. As a result of the defect, Chaudhary received a vehicle that has a diminished value from what he believed he had paid for and purchased.

77. Throughout his ownership of the vehicle, Chaudhary used it as intended and foreseen by the Defendants.

78. At some point during her ownership, Chaudhary noticed a strong fuel odor inside the vehicle after refueling.

79. Chaudhary presented his vehicle to an authorized Mercedes-Benz dealership, notifying the Mercedes-Benz technicians of a fuel leak in her vehicle.

80. The authorized Mercedes-Benz dealership refused to perform repairs on his vehicle pursuant to the vehicle's warranty plan.

81. This repair, however, did not resolve the fuel smell in Chaudhary's E500.

82. Chaudhary paid \$4045 for repairs to the vehicle in attempt to fix the fuel smell problem.

F. CLASS ACTION ALLEGATIONS

83. Plaintiffs McCabe and Herring bring this action as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of themselves and the following Class:

All current and former owners and lessees of 2003-2009 Mercedes-Benz E320, E350, E500, E550, E55 AMG, and E63 AMG that reside in Georgia ("Georgia Class").

Georgia Subclass:

All members of the Georgia Class who incurred out of pocket expenses for parts and labor to replace gasoline tanks, fuel sending units, rings, and any other parts located within or part of the gasoline tank assembly.

Excluded from the Georgia Class are Defendants, as well as Defendants' employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in

this litigation and the Honorable Timothy C. Batten, Sr. Plaintiffs reserve the right to amend the definition of the Class if discovery and/or further investigation reveal that the Georgia Class should be expanded or otherwise modified.

84. Plaintiffs Stone and Deuel bring this action as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of themselves and the following Class:

All current and former owners and lessees of 2003-2009 Mercedes-Benz E320, E350, E500, E550, E55 AMG, and E63 AMG that reside in Texas (“Texas Class”).

Texas Subclass:

All members of the Texas Class who incurred out of pocket expenses for parts and labor to replace gasoline tanks, fuel sending units, rings, and any other parts located within or part of the gasoline tank assembly.

Excluded from the Texas Class are Defendants, as well as Defendants’ employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in this litigation and the Honorable Timothy C. Batten, Sr. Plaintiffs reserve the right to amend the

definition of the Class if discovery and/or further investigation reveal that the Texas Class should be expanded or otherwise modified.

85. Plaintiff Vo brings this action as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of himself and the following Class:

All current and former owners and lessees of 2003-2009 Mercedes-Benz E320, E350, E500, E550, E55 AMG, and E63 AMG that reside in Virginia (“Virginia Class”).

Virginia Subclass:

All members of the Virginia Class who incurred out of pocket expenses for parts and labor to replace gasoline tanks, fuel sending units, rings, and any other parts located within or part of the gasoline tank assembly.

Excluded from the Virginia Class are Defendants, as well as Defendants’ employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in this litigation and the Honorable Timothy C. Batten, Sr. Plaintiff reserves the right to amend the definition of the Class if discovery and/or further investigation reveal that the Virginia Class should be expanded or otherwise modified.

86. Plaintiff Chaudhary brings this action as a class action pursuant to Federal Rule of Civil Procedure 23, on behalf of herself and the following Class:

All current and former owners and lessees of 2003-2009 Mercedes-Benz E320, E350, E500, E550, E55 AMG, and E63 AMG that reside in California (“California Class”).

Excluded from the California Class are Defendants, as well as Defendants’ employees, affiliates, officers, and directors, including franchised dealers, any individuals who experienced physical injuries as a result of the defects at issue in this litigation and The Honorable Timothy C. Batten, Sr. Plaintiff reserves the right to amend the definition of the Class if discovery and/or further investigation reveal that the California Class should be expanded or otherwise modified.

87. The Texas Class, Georgia Class, Virginia Class, and California Class are hereinafter referred to collectively as “Classes.”

88. Numerosity / Luminosity / Impracticality of Joinder: The members of the Classes are so numerous that joinder of all members would be impractical. Plaintiffs reasonably estimate that there are thousands of Class members who purchased the relevant vehicles. The members of the Classes are easily and readily identifiable from information and records in Defendants’ possession, control, or custody.

89. Commonality and Predominance: There is a well-defined community of interest and common questions of law and fact that predominate over any questions affecting the individual members of the Classes. These common legal and factual questions, which exist without regard to the individual circumstances of any Class member, include, but are not limited to, the following:

- a. Whether the gasoline tanks, fuel sending units, and evaporator tubes in the subject vehicles are defective;
- b. Whether Defendants omitted, misrepresented, concealed, or manipulated material facts from Plaintiffs and the Classes regarding the defects, the actions taken to address the defects, and the end result of said actions;
- c. Whether Defendants engaged in fraudulent business practices with respect to the sale of the Mercedes-Benz E-Class vehicles;
- d. Whether Defendants had a duty to disclose the defects to the Plaintiffs and Classes;
- e. Whether Defendants had a duty to issue a recall for the defective parts at issue;
- f. Whether Defendants violated the Virginia Consumer Protection Act;

- g. Whether Defendants violated the California Unfair Business Practices;
- h. Whether Defendants engaged in fraud;
- i. Whether Plaintiffs and the Classes are entitled to damages; and,
- j. Whether Plaintiffs and the Classes are entitled to equitable relief or other relief, and the nature of such relief.

90. Typicality: The Plaintiffs' claims are typical of Classes in that Plaintiffs and the Classes all have purchased vehicles that contain defective parts that cause Plaintiffs to suffer from improper fuel containment in affected vehicles and sustain damages as a direct proximate result of the same wrongful practices that the Defendants engaged in. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the members of the Classes' claims. Plaintiffs' claims are based upon the same legal theories as the members of the Classes' claims. The only difference between the Plaintiffs' and members of the Classes' claims would lie in the exact amount of damages sustained, which could be determined readily and does not bar class certification.

91. Adequacy: Plaintiffs will fully and adequately protect the interests of the members of the Classes and have retained class counsel who are experienced and qualified in prosecuting class actions, including consumer class actions and

other forms of complex litigation. Neither the Plaintiffs nor their counsel have interests which are contrary to, or conflicting with, those interests of the Classes.

92. Superiority: A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because, *inter alia*: it is economically impracticable for members of the Classes to prosecute individual actions; prosecution as a class action will eliminate the possibility of repetitious and redundant litigation; and, a class action will enable claims to be handled in an orderly, expeditious manner.

G. COUNT 1 – VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT (“VCPA”)

93. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

94. Plaintiff Vo and members of the Virginia Class are consumers engaged in “consumer transactions” in purchasing or leasing a 2003-2009 Mercedes-Benz E-Class Vehicle as defined in § 59.1-198.

95. The 2003-2009 Mercedes-Benz E-Class vehicles are “goods” as defined in § 59.1-107. Defendants are “persons” as defined in § 59.1-198.

96. Defendants are “suppliers” as defined in § 59.1-198.

97. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting

2003-2009 Mercedes-Benz E-Class vehicles as equipped with gasoline tanks that contain the gasoline placed inside. *See* 59.1-200(A)(1).

98. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting 2003-2009 Mercedes-Benz E-Class vehicles as having warranties that required Defendants to correct defects. *See* 59.1-200(A)(1).

99. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting 2003-2009 Mercedes-Benz E-Class vehicles as having characteristics, uses, and benefits that they did not have in fuel containment. *See* 59.1-200(A)(5).

100. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting 2003-2009 Mercedes-Benz E-Class vehicles as having characteristics, uses, and benefits that they did not have in having warranties that required Defendants to correct defects. *See* 59.1-200(A)(5).

101. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting that 2003-2009 Mercedes-Benz E-Class vehicles were of a particular standard or quality of containing gasoline, which they were not. *See* 59.1-200(A)(6).

102. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction involving misrepresenting that 2003-2009 Mercedes-Benz E-Class vehicle repairs and service were performed as part of a recall to correct defects in the gasoline tank, which caused fuel leaks. *See* 59.1-200(A)(10).

103. Defendants engaged in fraudulent acts or practices committed as suppliers in connection with a consumer transaction in manufacturing and selling gasoline tanks as replacement parts for 2003-2009 Mercedes-Benz E-Class vehicles which they knew to be defective. *See* 59.1-200(A)(14).

104. Plaintiff Vo presented his vehicle and claim to an authorized Mercedes-Benz service center on March 14, 2011, giving Defendants a reasonable opportunity to correct the defect. Defendants failed to do so.

**H. COUNT 2 – VIOLATION OF UNFAIR BUSINESS PRACTICES
UNDER CALIFORNIA BUSINESS & PROFESSIONS CODE
§ 17200, *et seq.***

105. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

106. At all times mentioned herein, Plaintiffs allege that Defendants knew that the design of the fuel tank, fuel sending units, and evaporation tubes were

defective and posed an unreasonable safety risk to the public, due to the vehicles' inability to contain fuel properly.

107. With full knowledge of the facts identified herein, Defendants knowingly sold and continued to sell vehicles equipped with defective fuel tanks, fuel sending units, and evaporation tubes to California residents, while concealing and suppressing the nature and scope of the defects. Such concealment and suppression was done to maximize their profits and their market share, and to avoid a costly recall and/or the cost of replacing the fuel tank, fuel sending units, and evaporation tubes on each of the affected vehicles.

108. The business acts and practices of Defendants are unfair, unlawful, and deceptive within the meaning of Business & Professions Code § 17200, *et seq.*, in that such acts and practices are deceptive and substantially damaging to consumers and contrary to public policy. Consumers, including Plaintiff Chaudhary, who relied on the representations and warranties made, are injured when Defendants fail to honor the warranty as prescribed herein, and due to the safety concerns that exist in the subject vehicles.

109. Moreover, Defendants' unlawful and unfair business practices present a continuing and ongoing threat to the public in that Defendants will continue to mislead and deceive the public regarding the quality and nature of the affected

vehicles, in that Defendants will continue to fail to honor and/or refuse to honor the terms of the express warranties provided to the consuming public.

110. Under Business and Professions Code § 17203, Plaintiff Chaudhary and the California Class seek an order enjoining Defendants from engaging in the unfair and unlawful practices and acts identified herein. Said Code section also provides for equitable monetary relief so as to preclude the retention of all monies improperly obtained by Defendants as a result of such practices and acts.

111. The acts and conduct alleged herein were willful, reckless, and done with malice such that an award of exemplary damages is warranted.

I. COUNT 3 – FRAUDULENT CONCEALMENT

112. Plaintiffs repeat and reallege the allegations of the preceding paragraphs as if fully set forth herein.

113. Defendants concealed facts from all Plaintiffs and the public that Defendants knew 2003-2009 Mercedes-Benz E-Class vehicles were manufactured with a fuel tank defect.

114. Defendants had a duty to disclose the facts to Plaintiffs and the public, but failed to do so.

115. The facts that were not disclosed were and are material.

116. Defendants knew the Plaintiffs were ignorant of the facts and that Plaintiffs did not have an equal opportunity to discover the facts.

117. By failing to disclose the facts, Defendants intended on inducing Plaintiffs to purchase the vehicles wherein they would have to pay out-of-pocket costs to replace defective parts.

118. Plaintiffs reasonably relied on Defendants' nondisclosure.

119. Plaintiffs were injured as a result.

120. It was omitted to Plaintiffs and classes that 2003-2009 Mercedes-Benz E-Class vehicles were designed and manufactured with a fuel tank defect. Plaintiffs and classes would have never purchased their 2003-2009 Mercedes-Benz E-Class vehicles had they known of the safety defect contained within the gasoline tank. 2003-2009 Mercedes-Benz E-Class vehicles contain material safety defects that Defendants knew at the time of distribution or should have known and recklessly manufactured and distributed vehicles to consumers in the United States without knowledge of the defect. Defendants had a duty to disclose such defects to Plaintiffs and Class Members that the 2003-2009 Mercedes-Benz E-Class vehicles would conform to safety standards as designed and manufactured, but failed to do so. As a result of the defect, Plaintiffs and classes have suffered injury.

121. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and classes have suffered or will suffer damages, which include, without limitation, the diminution in value of Plaintiffs' and class vehicles and reimbursement of the costs and expenses already expended by Plaintiffs and classes as a result of the defects in an amount to be determined at trial.

122. As a direct and proximate result of Defendants' conduct, (in addition to the other relief sought by Plaintiff Stone and the Texas class, and in addition to the relief sought by the other named plaintiffs and the other classes for fraud) Plaintiff Stone and the Texas class are entitled to treble damages and attorneys' fees.

J. JURY DEMAND

The Plaintiffs reserve the right to amend this complaint and demands a trial by jury for all of their claims at law.

K. DAMAGES AND PRAYER

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them jointly and severally, as follows:

1. An order certifying this action as a class action, appointing Plaintiffs as class representatives and appointing Plaintiffs' counsel as lead Class counsel;

2. All compensatory damages on all applicable claims in an amount to be proven at trial, and, as allowed by law, for such damages to be trebled or multiplied upon proof of claims under laws allowing for trebling or multiplying of compensatory damages based upon Defendants' violations of law;

3. An order directing disgorgement and restitution of all improperly retained monies by Defendants;

4. An order permanently enjoining Defendants from engaging in the unlawful practices, as alleged herein;

5. For an injunction to prohibit Defendants from engaging in the unconscionable commercial practices complained of herein, and for an injunction requiring to give notice to persons to whom restitution is owing of the means by which to file for restitution;

6. For punitive damages against Mercedes-Benz USA in an amount to be determined at trial;

7. An award of attorneys' fees, costs, and expenses;

8. There are no claims from a split-recovery statute being made against Daimler AG; and,

9. All other and further relief, including equitable and injunctive relief, that the Court deems appropriate and just under the circumstances.

This 28th day of August, 2013.

Respectfully submitted,

CONLEY GRIGGS PARTIN LLP

/s/ Ranse M. Partin

Cale Conley

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Ranse M. Partin

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COUNSEL FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that I have filed the foregoing **Second Amended Class Action Complaint**, by electronically filing said pleading with the Clerk of the Court, using the CM/ECF electronic filing system, which will automatically send notice of said filing via electronic mail to the following attorneys of record:

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This 23rd day of September, 2013.

CONLEY GRIGGS PARTIN LLP

/s/ Ranse M. Partin

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EA13-003

HOGAN LOVELLS FOR
MERCEDES-BENZ

10-31-2013

Attachment 6

Peer Vehicle Lawsuit
Documents

CT CORPORATION
A WoltersKluwer Company

**Service of Process
Transmittal**

09/24/2007
CT Log Number 512616470

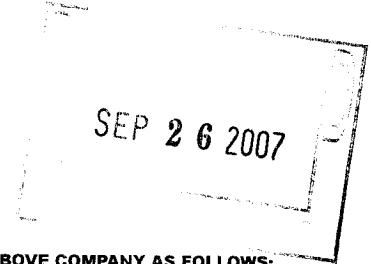


W310.6516

TO: Frank P Berenz
Mercedes-Benz USA, LLC
One Mercedes Drive, PO Box 350
Montvale, NJ 07645-0350

RE: Process Served in Ohio

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)



ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED] Pltf. vs. Mercedes Benz, U.S.A., L.L.C., Dft.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Complaint, Jury Demand

COURT/AGENCY: Cuyahoga County Common Pleas Court, OH
Case # CV07635599

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Failure to correct and/or repair defects on a 2006 Mercedes CLS500C

ON WHOM PROCESS WAS SERVED: C T Corporation System, Cleveland, OH

DATE AND HOUR OF SERVICE: By Certified Mail on 09/24/2007 postmarked on 09/20/2007

APPEARANCE OR ANSWER DUE: Within 28 days after service, exclusive of the day of service - answer is required to be served on Pltf.'s attorney // Answer must also be filed with the court within 3 days after service on Pltf.'s attorney

ATTORNEY(S) / SENDER(S): G. Brad Riffe
Kahn & Associates, L.L.C.
55 Public Square, Suite 650
Cleveland, OH 44113
216-621-6101

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day , 798770120568

SIGNED: C T Corporation System
PER: Debra Justice
ADDRESS: 1300 East 9th Street
Suite 1010
Cleveland, OH 44114
TELEPHONE: 216-621-4270

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

**SUMMONS IN A CIVIL ACTION COURT OF COMMON PLEAS, CUYAHOGA COUNTY JUSTICE CENTER
CLEVELAND, OHIO 44113**

CASE NO.
CV07635599

DI CM

SUMMONS NO.
10804107

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

IAN FRIEDMAN
VS
MERCEDES BENZ, U.S.A., L.L.C., ET AL

PLAINTIFF

DEFENDANT

MERCEDES BENZ USA LLC
C/O CT CORPORATION SYSTEM
1300 E 9TH STREET SUITE 1010
CLEVELAND OH 44114-0000

You have been named defendant in a complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Said answer is required to be served on:



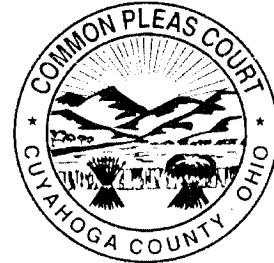
Plaintiff's Attorney

G. BRAD RIFFE
55 PUBLIC SQ STE 650
CLEVELAND, OH 44113-0000

Case has been assigned to Judge:

MICHAEL J RUSSO
Do not contact judge. Judge's name is given for attorney's reference only.

GERALD E. FUERST
Clerk of the Court of Common Pleas



DATE
Sep 19, 2007

By _____
Deputy

COMPLAINT FILED 09/13/2007



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

IAN FRIEDMAN)
4269 Brainard Road)
Orange Village, OH 44022)
Plaintiff,)

vs.)

MERCEDES BENZ, U.S.A., L.L.C.)
c/o CT Corporation System)
1300 E. 9th Street, Suite 1010)
Cleveland, Ohio 44114)
Defendant.)

Judge: MICHAEL J RUSSO

CV 07 635599

COMPLAINT

(Jury Demand Endorsed Hereon)

Now comes Plaintiff, Ian Friedman, by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, Ian Friedman, Esq., is an adult individual citizen and legal resident of the State of Ohio, residing at 4269 Brainard Road, Orange Village, OH 44022.
2. Defendant, Mercedes Benz, U.S.A., L.L.C., is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Delaware and can be served at its local residence c/o CT Corporation System, 1300 E. 9th Street, Suite 1010, Cleveland, Ohio 44114.
3. On or about March 10, 2007, Plaintiff leased a 2006 Mercedes CLS500C, manufactured and warranted by Defendant, bearing the Vehicle Identification Number WDDDJ75X86A022169 (hereinafter the "vehicle").

4. The vehicle was purchased or leased in the State of Ohio and is registered in Ohio.
5. The price of the vehicle and/or the total of payments is approximately \$42,818.88.
6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.
7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.
8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
10. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
11. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).
12. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).

13. One or more of the warranties given to Plaintiff by Defendant was a “Written Warranty” as defined by 15 U.S.C. §2301(6) and/or a “Service Contract” as defined by 15 USC 2301(8).
14. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.
15. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle’s nonconformities pursuant to 15 U.S.C. §2310 (e).
16. Section 15 U.S.C. §2310 (d) (1) provides:

Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....
17. As a direct and proximate result of Defendant’s failure to comply with Defendant’s express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.
18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.
19. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney’s fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT II
OHIO UNIFORM COMMERCIAL CODE

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
21. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:
 - a. Express Warranty
 - b. Implied Warranty of Merchantability; and
 - c. Implied Warranty of Fitness for a Particular Purpose.
22. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
23. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.
24. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

25. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT III
IMPLIED WARRANTY IN TORT

26. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
27. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:
- a. Implied Warranty of Merchantability sounding in Tort; and
 - b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.
28. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.
29. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

30. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT IV
OHIO CONSUMER SALES PRACTICES ACT

31. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.
32. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."
33. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).
34. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C)& (B).
35. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY

36. In connection with said transaction, Defendant committed unfair, deceptive and unconscionable acts and practices in violation of R.C. §1345.02 and R.C. §1345.03.

Said acts and practices include, but are not limited to, the following:

37. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.
38. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.
39. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.
40. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.
41. Defendant's representation that the vehicle was merchantable was untrue.
42. Defendant's violation of the Magnuson-Moss Warranty Act constitutes an unfair, deceptive and/or unconscionable sales practice.
43. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE
BY ATTORNEY GENERAL RULES

44. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. §1345.05(B)(2).
45. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. §1345.05(A)(3).

Said acts and practices include, but are not limited to, the following:

46. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-3-13.
47. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE
BY OHIO COURTS

48. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. §1345.02 and/or R.C. §1345.03 by Courts of the State of Ohio.
49. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. §1345.05(A)(3).

Said acts and practices include, but are not limited to, the following:

50. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

51. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).
52. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).
53. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc., No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).
54. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of \$25,000.00 and/or the statutory minimum of \$200 for each additional unlawful act specified, over and above any treble damage award;
2. Costs, including expert witness fees and reasonable attorney's fees;
3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and
4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.



G. BRAD RIFFE (0073843)

55 Public Square

Suite 650

Cleveland, Ohio 44113

Ph.: (216) 621-6101


Fax: (216) 621-6006

Attorney for Plaintiff

JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs and the determination of which damages shall be trebled, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.



G. BRAD RIFFE (0073843)
Attorney for Plaintiff

070971LL / FRIEDMAN, I. V. MERCEDES\T:\team50\template\document\00000060.dot

03/11/2011

CT Log Number 518169759

TO: Charles Shady, General Counsel and Secretary
Mercedes-Benz USA, LLC
One Mercedes Drive, PO Box 350
Montvale, NJ 07645-0350

RE: Process Served in Maryland

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [REDACTED], Plaintiff, Mercedes-Benz USA, LLC, Dft.

DOCUMENT(S) SERVED: Writ of Summons and Notice of Intention to Defend (2 sets), Complaint, Attachment(s), Affidavit

COURT/AGENCY: Baltimore County District Court, MD
Case # 080400069002011

NATURE OF ACTION: Product Liability Litigation - Failure to install the updated parts - Seeking \$686.72

ON WHOM PROCESS WAS SERVED: The Corporation Trust Incorporated, Baltimore, MD [REDACTED]

DATE AND HOUR OF SERVICE: By Certified Mail on 03/11/2011 postmarked on 03/09/2011 [REDACTED]

JURISDICTION SERVED : Maryland

APPEARANCE OR ANSWER DUE: Within 15 days - Answer // June 3, 2011 at 9:00 a.m. - Trial/Appearance

ATTORNEY(S) / SENDER(S): Marc Seldin Rosen
26 South Street
Baltimore, MD 21202
410-244-1155

ACTION ITEMS: CT has retained the current log, Retain Date: 03/11/2011, Expected Purge Date: 04/10/2011
Image SOP
Email Notification, Charles Shady charles.shady@mbusa.com
Email Notification, Patricia Roth patricia.roth@mbusa.com
Email Notification, Paula Staropoli paula.staropoli@mbusa.com

SIGNED: The Corporation Trust Incorporated
PER: Billie Swoboda
ADDRESS: 351 West Camden Street
Baltimore, MD 21201
TELEPHONE: 410-539-2837



DISTRICT COURT OF MARYLAND for Baltimore County
 Located at 120 E. Chesapeake Avenue, Towson Maryland 21286

WRIT OF SUMMONS

Defendant : **MERCEDES BENZ USA, LLC**
 Serve On : MERCEDES BENZ USA, LLC
 Address : 1 MERCEDES DRIVE
 MONTVALE, NJ 07645

Date Filed : Feb 28, 2011
 Issue Date : Mar 3, 2011
 Case Number : 080400069002011
 Complaint No. : 001

Trial Date : Jun 3, 2011
Trial Time : 09:00 am
Trial Room :

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within sixty days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

MUST BE SERVED BY ^{May} ~~Apr 2~~ 2011 Michael P. Vach, Administrative Clerk / AN

To Private Process Server :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

I served a summons by delivery of the complaint and all supporting papers to _____ on date ___/___/20___ at location _____
 The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older; (3) of suitable discretion in that relationship to the defendant is _____ and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I concluded that individual served is of suitable age discretion are: _____

The cost of service is \$ _____

Description of the Defendant / Person Served : Race _____ Sex _____ Height _____ Weight _____ Age _____

I was unable to serve because _____

Attempt: _____ Attempt: _____ Attempt: _____ Attempt: _____

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Date : ___/___/20___ Signature : _____

CUT HERE ----- CUT HERE

NOTICE OF INTENTION TO DEFEND

Defendant : MERCEDES BENZ USA, LLC

Case # 080400069002011

Trial Date : Jun 3, 2011

Complaint # 001

Notice : If you **contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 60 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

A **corporation** may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense : _____

_____/_____/20___ (_____) _____ (_____) _____
 Date Signature Work Phone Home Phone

 Address

Case Num.



Check this box if this is a new address.



DISTRICT COURT OF MARYLAND for Baltimore County
Located at 120 E. Chesapeake Avenue, Towson Maryland 21286

WRIT OF SUMMONS

Defendant : **MERCEDES BENZ USA, LLC**
Serve On : **MERCEDES BENZ USA, LLC**
Address : **1 MERCEDES DRIVE**
MONTVALE, NJ 07645

Date Filed : Feb 28, 2011
Issue Date : Mar 3, 2011
Case Number : 080400069002011
Complaint No. : 001

Trial Date : Jun 3, 2011
Trial Time : 09:00 am
Trial Room :

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within sixty days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

MUST BE SERVED BY *May* ~~APR 2~~, 2011 **Michael P. Vach, Administrative Clerk / AN**

To Private Process Server :

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:

I served a summons by delivery of the complaint and all supporting papers to _____
on date ___/___/20___ at location _____
The person I left the papers with acknowledged being: (1) A resident of above listed address; (2) 18 years of age or older;
(3) of suitable discretion in that relationship to the defendant is _____
and that; (4) the above listed address is the defendant's residence or usual place of abode. The facts upon which I
concluded that individual served is of suitable age discretion are: _____
The cost of service is \$ _____

Description of the Defendant / Person Served : Race _____ Sex _____ Height _____ Weight _____ Age _____

I was unable to serve because _____

Attempt: _____ Attempt: _____ Attempt: _____ Attempt: _____

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information and belief and do further affirm I am a competent person over 18 years of age and not party to the case.

Date : ___/___/20___ Signature : _____

CUT HERE ----- CUT HERE

NOTICE OF INTENTION TO DEFEND

Defendant : **MERCEDES BENZ USA, LLC**

Case # **080400069002011**

Trial Date : **Jun 3, 2011**

Complaint # **001**

Notice : If you **contest the claim** or any part thereof, you must complete this Notice of Intention to Defend and file with the court listed at the top of this summons no later than 60 days after you receive this Summons and be present in court on the trial date. If you do not appear judgment by default or the relief sought may be granted.

A corporation may enter an appearance only by an attorney except that an officer of the corporation may appear on its behalf if the action is based on a claim that does not exceed \$5,000.00.

Any reasonable accommodation for persons with disabilities should be requested by contacting the court prior to trial.

Possession and use of cell phones and other electronic devices may be limited or prohibited in designated areas of the court facility.

SEE ATTACHED NOTICE FOR IMPORTANT INFORMATION

I intend to be present at the trial of this claim and demand proof of the Plaintiff's claim.

Explanation of defense : _____

_____/_____/20___ (_____) _____ (_____) _____
Date Signature Work Phone Home Phone

Address

Check this box if this is a new address.

Case Num.





DISTRICT COURT OF MARYLAND FOR BALTIMORE COUNTY

LOCATED AT (COURT ADDRESS)

120 E. Chesapeake Avenue
Towson, MD 21286

CASE NO.

CV

PARTIES

Plaintiff

BURTON ROSEN
8204 Anita Road
Baltimore, MD 21208

VS.

Defendant(s):

1. MERCEDES BENZ USA, LLC
1 Mercedes Drive
Montvale, New Jersey 07645

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

2.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

3.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

4.

Serve by:

- Certified Mail
Private Process
Constable
Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Marc Seldin Rosen, Esquire
26 South Street
Baltimore, MD 21202
(410) 244-1155

COMPLAINT \$5,000 or under over \$5,000 over \$10,000

Clerk: Please docket this case in an action of contract tort
replevin detinue bad faith insurance claim

The particulars of this case are:

Plaintiff, Burton Rosen, purchased a 2006 Mercedes Benz CLS500 (VIN WDDDJ75X56A026759) from Defendant, Mercedes Benz USA, LLC. On or about October 13, 2010, the vehicle experienced a fuel leak. Mr. Chris Imwold, an ASE Certified Mechanic, discovered that the leaking component part was an older part, designed for a different Mercedes Benz. Mr. Rosen the sole owner of the vehicle, had never had any service provided on this part - the part was in the vehicle from the moment it was purchased. The part was defective.

CONTINUED ON NEXT PAGE

(See Continuation Sheet)

- Legal
Contractual %

The Plaintiff claims:

- \$ 686.72 plus interest of \$ and attorney's fees of \$ plus court costs.
Return of the property and damages of \$ for its detention in an action of replevin.
Return of the property, or its value, plus damages of \$ for its detention in action of detinue.
Other: costs and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Telephone Number: (410) 244-1155

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.

- Properly authenticated copy of any note, security agreement upon which claim is based
Itemized statement of account
Interest worksheet
Vouchers
Check
Other written document
EXPERT AFFIDAVIT
Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters. Defendant is in the military service.

No Defendant is in the military service and the facts supporting this statement are:

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

I am unable to determine whether or not any Defendant is in military service.

1/21/11 Date

Signature of Affiant

The Defendant sold the Plaintiff the subject vehicle with a defective part, and as the part was not made for a 2006 Mercedes Benz CLS 500, the Defendant breached its warranty to Plaintiff, and sold Plaintiff a defectively manufactured product.

The Plaintiff was forced to acquire the proper replacement part and have it installed, causing damage in the amount of \$686.72.

Demand was made on Defendant to reimburse Plaintiff, and Defendant refused solely on the ground that Plaintiff utilized the services of Mr. Chris Imwold rather than a Mercedes dealership.

The Mercedes dealership confirmed that the subject part was not intended for the 2006 CLS500.

DIAMOND SUNOCO

1718 REISTERSTOWN RD.
BALTIMORE, MD 21208
(410) 486-1739

*** ASE Certified ***

NAME/ADDRESS	TODAY'S PHONE	MILEAGE 62,294	Invoice Number 40647
BETTY ROSEN	HOME PHONE (410) 484-0988	COLOR BLACK	Invoice Date 10/13/2010
	WORK PHONE	LICENSE NO. KWX264	SOLD BY 1
ACCOUNT NO. ROSE027	CELL PHONE	VIN WDDDJ75X56A026759	PURCHASE ORDER NO.

2006 MERCEDES-BENZ CLS500 5L 4966cc V8 GAS FI N (1431841)

Completed Date: 10/13/2010

QTY.	PART NO.	DESCRIPTION	OTHER	PRICE	DISC	TOTAL
1.00	211-470-40-9	FUEL PRESSURE REG/SENDING UNIT		\$252.00		\$252.00
4.00	L	LABOR		\$89.00		\$356.00
1.00	211-440-05-0	CABLE HARNES		\$12.50		\$12.50
1.00	211-471-02-4	BRACKET		\$16.50		\$16.50
1.00	211-471-05-7	SEAL RING		\$16.50		\$16.50

PAID
BBT

I hereby authorize the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on above vehicle to secure the amount of repairs thereto. It is also understood that you will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control.

Total Jobs	\$0.00	Subtotal	\$668.00
Total Parts	\$297.50	Disc	\$0.00
Total Labor	\$356.00	Sales Tax %	6.000
Total Other	\$0.00	Sales Tax	\$18.72
Shop Supplies	\$14.50	Total	\$686.72
TENDER			
Cash			\$686.72
Total Tendered:			\$686.72

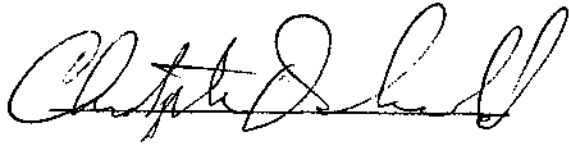
Approved X

AFFIDAVIT

I, Chris Imwold, being over the age of eighteen (18) and competent to testify, do hereby state as follows:

1. I am employed as the Shop Manager and Chief Mechanic for an automobile service in Baltimore County, Maryland. I have been a mechanic for approximately 30 years.
2. I have, during the course of my career, serviced thousands and thousands of vehicles.
3. On October 13, 2010 I serviced a 2006 Mercedes-Benz CLS500, VIN WDDDJ75X56A026759, Tag No. KWX 264 (Maryland) which is owned by Mr. Burton Rosen.
4. I discovered a fuel leak. I removed the back seat and determined that the source of the fuel leak was the Fuel Pressure Reg/Sending Unit.
5. I contacted the Mercedes Benz dealership and was able to determine that the part that caused the leak was designed for a Mercedes Benz other than the 2006 CLS500. Specifically, the Mercedes Benz parts department advised that the part that was in the vehicle was for an older model Mercedes Benz.
6. I had regularly serviced the subject vehicle and the part that was leaking was, in my opinion, an original part, i.e. it came with the vehicle when sold to Mr. Rosen.
7. I ordered parts from Mercedes Benz appropriate for (and originally intended for) the 2006 CLS500 and repaired the vehicle.
8. My invoice for the replacement of the defective part, including labor, was \$686.72.
9. It is my opinion, as a Shop Manager and Lead Mechanic that the leak would not have occurred had the updated part been installed in the vehicle at the time it was manufactured.
10. Consequently, but for the failure of the manufacturer to install the updated parts that were listed for the CLS500 Mr. Rosen would not have experienced the fuel leak and would not have had to spend \$686.72 for the replacement parts.

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

A handwritten signature in black ink, appearing to read "Chris Imwold". The signature is written in a cursive style with a horizontal line through the middle of the letters.

Chris Imwold

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

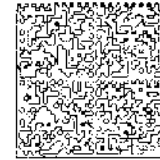
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BALTIMORE, MARYLAND 21202-3272

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