

PE20-014

DTNA

12-14-2020

MEMO TO ODI



**Service of Process
Transmittal**

06/13/2019

CT Log Number [REDACTED]

TO: Tessa Cierny
Mercedes-Benz USA, LLC
ONE MERCEDES-BENZ DRIVE
SANDY SPRINGS, GA 30328-4312

RE: Process Served in Louisiana

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 USA, LLC and Airstream, Inc., Dfts.

DOCUMENT(S) SERVED: Reply Envelope, Waiver(s), Complaint

COURT/AGENCY: Western District of Louisiana - United States District Court, LA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2013 Mercedes-Benz/Airstream
Sprinter/Interstate, VIN: WD3PF4CD0D5[REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Certified Mail on 06/13/2019 postmarked: "Not Post Marked"

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: Within 30 days from 06/11/2019

ATTORNEY(S) / SENDER(S): Douglas A. Harper
The Nordgren Law Firm, LLC
341 Saint Charles Street
Baton Rouge, LA 70802
(225) 383-0101

ACTION ITEMS: CT has retained the current log, Retain Date: 06/13/2019, Expected Purge Date:
06/18/2019

Image SOP

Email Notification, Benjamin Benson Benjamin.Benson@mbusa.com

Email Notification, Lina Oviedo lina.oviedo@mbusa.com

Email Notification, Mark Johanson mark.johanson@mbusa.com

Email Notification, Tamiko Durham tamiko.durham@mbusa.com

Email Notification, Tessa Cierny tessa.cierny@mbusa.com

Email Notification, Veronique Vernot Veronique.Vernot@mbusa.com

Email Notification, Madison Coker mcoker@wwhgd.com

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06/13/2019

CT Log Number [REDACTED]

TO: Tessa Cierny
Mercedes-Benz USA, LLC
ONE MERCEDES-BENZ DRIVE
SANDY SPRINGS, GA 30328-4312

RE: **Process Served in Louisiana**

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

Email Notification, Jonathan Friedman mbwarranty@wwhgd.com

Email Notification, AUDRA DIAL audra.dial@mbusa.com

Email Notification, SHERRY ROSEN sherry.rosen@mbusa.com

Email Notification, Lance Arnott SOPVerification@wolterskluwer.com

SIGNED:
ADDRESS:
TELEPHONE:

C T Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816-4378
954-473-5503

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THE NORDGREN LAW FIRM, LLC
341 Saint Charles Street, Baton Rouge, LA 70802

Mercedes-Benz USA, LLC
Through its Registered Agent of Service:
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, Louisiana 70816





FOREVER / USA

The Nordgren Law Firm, LLC
Douglas A. Harper
Drew E. Nordgren
341 St. Charles Street
Baton Rouge, LA 70802

UNITED STATES DISTRICT COURT

for the
Western District of Louisiana 

Plaintiff

v.

Mercedes-Benz USA, LLC and Airstream, Inc.

Defendant

)
)
) Civil Action No. _____
)
)

WAIVER OF THE SERVICE OF SUMMONS

To: The Nordgren Law Firm, LLC

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 06/11/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Mercedes-Benz USA, LLC

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the

Western District of Louisiana 

Plaintiff

v.

Mercedes-Benz USA, LLC and Airstream, Inc.

Defendant

Civil Action No. _____

WAIVER OF THE SERVICE OF SUMMONS

To: The Nordgren Law Firm, LLC

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 06/11/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Mercedes-Benz USA, LLC

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

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"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF LOUISIANA

[REDACTED]
Plaintiff

v.

**MERCEDES-BENZ USA, LLC and
AIRSTREAM, INC.**
Defendant

CIVIL ACTION NO:

JURY TRIAL REQUESTED

COMPLAINT

I. Parties

1. Plaintiff, [REDACTED] (hereafter, "Plaintiff"), now and has been at all times material hereto a resident of the State of Louisiana.

2. Defendant, **MERCEDES-BENZ USA, LLC**, (hereinafter also referred to as "defendant" "Mercedes" or "Mercedes-Benz"), is a limited liability company organized under the laws of the State of Delaware, whose domicile address is in the State of Delaware, whose Principal Business Office is located in the State of Georgia, whose agent for service of process in the State of Louisiana is CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816 and whose Principal Place of Business and Registered Office in the State of Louisiana is located at 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816. Upon information and belief, the sole member of Mercedes-Benz USA, LLC is Daimler North America Corporation, a Delaware Corporation which is a subsidiary of Daimler AG, a foreign corporation organized under the laws of Germany.

3. Defendant, **AIRSTREAM, INC.**, (hereinafter also referred to as "defendant" or "Airstream"), is a corporation organized under the laws of the State of Nevada, whose domicile

address is in the State of Nevada, whose Principal Business Office is located in the State of Ohio, whose agent for service of process in the State of Louisiana is CT Corporation System, 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816 and whose Principal Place of Business and Registered Office in the State of Louisiana is located at 3867 Plaza Tower Drive, Baton Rouge, Louisiana 70816.

II. Jurisdiction

3. This Court has jurisdiction over the lawsuit because the suit arises under the Magnusson-Moss Warranty Act, 15 U.S.C. §2310(d). The amount in controversy exceeds \$50,000.00, exclusive of costs and interest.

This Court also has supplemental jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367 as said claims are so related to the claims within this Court's original jurisdiction that they form part of the same case or controversy under Article 3 of the United States Constitution.

III. Venue

4. Venue is proper in this District under 28 U.S.C. §1391(b)(2) as it is the Judicial District in which a substantial part of the events or omissions giving rise to the claim occurred. With particularity, Plaintiff avers that he negotiated and agreed to certain terms of the sale which gives rise to this controversy from his residence in Lafayette Parish, State of Louisiana.

IV. Conditions Precedent

5. All conditions precedent have been performed or have occurred.

V. Facts

A. The Transaction

6. On or about March 11, 2013, after negotiation of certain terms of the sale with sales representatives over the telephone from his residence in Lafayette Parish, State of Louisiana, Plaintiff purchased a new 2013 Mercedes-Benz/Airstream Sprinter/Interstate, VIN **WD3PF4CD0D5** [REDACTED] (hereinafter also referred to as the "Vehicle" or the "Unit") from Turan-Foley Motors, Inc. d/b/a Foley RV Center and Airstream of Mississippi in Gulfport, Mississippi (hereinafter also referred to as "Foley RV"), for purely personal recreation and enjoyment purposes.

7. The purchase price of the Vehicle, excluding fees and costs, was approximately \$118,731.00.

B. Implied Warranties

8. As a result of the sale of the Vehicle to Plaintiff, an implied warranty arose in the transaction which included the guarantee that the Vehicle would pass without objection in the trade under the contract description and that the Vehicle was fit for the ordinary purpose for which such motor vehicles are purchased.

9. Further, an implied warranty arose in the transaction which included the guarantee that the Vehicle would be free from defects that render its use inconvenient or impossible.

10. Subsequent to the sale, the implied warranty arose in connection with the repairs performed by Mercedes-Benz and Airstream. Specifically, Mercedes-Benz and Airstream warranted that the repair work would be and had been performed in a good and workmanlike manner.

C. Express Warranties

11. In addition to the implied warranties that arose in the transaction, certain representations and express warranties were made, including that any malfunction in the Vehicle occurring during a specified warranty period resulting from defects in material or workmanship would be repaired, and that repair work on the Vehicle had, in fact, repaired the defects.

12. Plaintiff's purchase of the Vehicle was accompanied by express warranties offered by the Defendants Airstream and Mercedes-Benz and extended to Plaintiff. These warranties were part of the basis of the bargain of Plaintiff's contract to purchase the Vehicle.

13. The basic warranties covered any repairs or replacements needed during the warranty period due to defects in factory materials or workmanship. Any required adjustments would also be made during the basic coverage period. All warranty repairs and adjustments, including parts and labor, were to be made at no charge.

D. Actionable Conduct

14. In fact, when delivered to Plaintiff, the Vehicle was defective in materials and workmanship, with such defects being discovered within the warranty periods. These defective conditions have manifested since the purchase. Such defects include but are not limited to the descriptions within the following facts:

- a) On or about October 12, 2014, Plaintiff tendered the vehicle to BIJ LA, LLC d/b/a Mercedes-Benz of Baton Rouge in Baton Rouge, Louisiana (hereinafter "Mercedes-Benz of Baton Rouge") with complaints regarding defective conditions in the vehicle. Specifically, Plaintiff indicated that while in operation, the vehicle's Electronic Stability

Program (“ESP”) and Anti-Lock Brake System (“ABS”) warning lamps had become illuminated and that when this occurred, the vehicle’s cruise control became inoperable. Technicians ran diagnostic tests on the vehicle, finding multiple diagnostic trouble codes stored in the vehicle’s system relating to ABS/ESP failure and to malfunctions in one or more of the vehicle’s wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle’s left rear wheel speed sensor. Plaintiff was without use of the vehicle for approximately seven (7) days when it was returned to him in an allegedly repaired and defect-free condition.

b) On or about April 21, 2015, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, again complaining of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which rendered the vehicle’s cruise control inoperable. Technicians ran a diagnostic test on the vehicle, again finding diagnostic trouble codes stored in the vehicle’s system relating to ABS/ESP failure and to malfunctions in one or more of the vehicle’s wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle’s left front wheel speed sensor after having found it to be “faulty”. Plaintiff was without use of the vehicle for approximately two (2) days when it was returned to him in an allegedly repaired and defect-free condition.

c) On or about September 8, 2015, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a third (3rd) time of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which

Program (“ESP”) and Anti-Lock Brake System (“ABS”) warning lamps had become illuminated and that when this occurred, the vehicle’s cruise control became inoperable. Technicians ran diagnostic tests on the vehicle, finding multiple diagnostic trouble codes stored in the vehicle’s system relating to ABS/ESP failure and to malfunctions in one or more of the vehicle’s wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle’s left rear wheel speed sensor. Plaintiff was without use of the vehicle for approximately seven (7) days when it was returned to him in an allegedly repaired and defect-free condition.

b) On or about April 21, 2015, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, again complaining of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which rendered the vehicle’s cruise control inoperable. Technicians ran a diagnostic test on the vehicle, again finding diagnostic trouble codes stored in the vehicle’s system relating to ABS/ESP failure and to malfunctions in one or more of the vehicle’s wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle’s left front wheel speed sensor after having found it to be “faulty”. Plaintiff was without use of the vehicle for approximately two (2) days when it was returned to him in an allegedly repaired and defect-free condition.

c) On or about September 8, 2015, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a third (3rd) time of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which

rendered the vehicle's cruise control inoperable. Technicians ran a diagnostic test on the vehicle, again finding diagnostic trouble codes stored in the vehicle's system relating to one or more of the vehicle's wheel speed sensors. Technicians indicated they believed the cause to be a faulty right front and left front wheel speed sensor. In an attempt to address this defective condition, technicians replaced the vehicle's left front wheel speed sensor for the second (2nd) time and replaced the vehicle's right front wheel speed sensor. The vehicle was returned to Plaintiff later that day in an allegedly repaired and defect-free condition.

d) On or about December 15, 2015, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a fourth (4th) time of a defective condition in the vehicle which caused the vehicle's ABS and ESP warning lamps to become illuminated and which rendered the vehicle's cruise control inoperable. Technicians ran a diagnostic test on the vehicle, again finding diagnostic trouble codes stored in the vehicle's system relating to ABS/ESP failure and to malfunctions in one or more of the vehicle's wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle's right rear wheel speed sensor. Plaintiff was without use of the vehicle for approximately three (3) days when it was returned to him in an allegedly repaired and defect-free condition.

e) While on vacation with his family, on or about May 6, 2016, Plaintiff tendered the vehicle to Mercedes-Benz of Midlothian in Midlothian, Virginia complaining for a fifth (5th) time of a defective condition in the vehicle which caused the vehicle's ABS and ESP warning lamps to become illuminated and which rendered the vehicle's cruise control

inoperable. Plaintiff further avers that when this malfunction occurred on this occasion, it seemed to coincide with a “jerking” sensation in the vehicle’s transmission. Technicians ran various diagnostics, finding the vehicle had the “wrong wheel base”. In an attempt to address this condition, technicians “updated” the vehicle to the “correct wheel base”. The vehicle was returned to Plaintiff later that day in an allegedly repaired and defect-free condition.

f) On or about June 21, 2016, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a sixth (6th) time of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which rendered the vehicle’s cruise control inoperable. Technicians ran various diagnostic tests, finding diagnostic trouble codes stored in the vehicle’s system relating to failures or malfunctions in the vehicle’s ESP control unit and one or more of the vehicle’s wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle’s left rear wheel speed sensor for the second (2nd) time, replaced the vehicle’s ESP Control Unit and performed a “brake flush”. Plaintiff was without use of the vehicle for approximately 18 days when it was returned to him in an allegedly repaired and defect-free condition.

g) On or about September 18, 2017, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a seventh (7th) time of a defective condition in the vehicle which caused the vehicle’s ABS and ESP warning lamps to become illuminated and which rendered the vehicle’s cruise control inoperable. Technicians ran various diagnostic tests,

finding diagnostic trouble codes stored in the vehicle's system relating apparently to one or more of the vehicle's wheel speed sensors. In an attempt to address this defective condition, technicians replaced the vehicle's right rear wheel speed sensor for the second (2nd) time. The vehicle was returned to Plaintiff later that day in an allegedly repaired and defect-free condition.

h) On or about October 12, 2018, Plaintiff tendered the vehicle to Mercedes-Benz of Baton Rouge, complaining for a eighth (8th) time of a defective condition in the vehicle which caused the vehicle's ABS and ESP warning lamps to become illuminated and which rendered the vehicle's cruise control inoperable. Technicians ran various diagnostic tests, finding diagnostic trouble codes stored in the vehicle's system relating to failures or malfunctions in the vehicle's ESP and/or ABS. In an attempt to address this defective condition, technicians replaced the vehicle's right front wheel speed sensor for the second (2nd) time. The vehicle was returned to Plaintiff later that day in an allegedly repaired and defect-free condition.

i) On or about March 19, 2019, while Plaintiff was driving the vehicle on Interstate 85 through Atlanta, Georgia the vehicle's "Check Engine" and "ABS" warning again became illuminated, rendering the vehicle's cruise control and other systems inoperable. Further, Plaintiff would testify that when this occurred, the vehicle additionally suffered from apparent transmission malfunctions which caused the vehicle to jerk violently and erratically. Accordingly, Plaintiff navigated through gridlock traffic to pull to the side of the Interstate. Plaintiff avers he again contacted representatives of Airstream notifying

them of the issues. Plaintiff was told Airstream could not or would not attempt to repair the vehicle and Plaintiff was instructed to contact Mercedes-Benz or a Mercedes-Benz representative. After unsuccessfully attempting for roughly 2.5 hours to have the vehicle towed to a local Mercedes-Benz and/or Airstream-authorized dealer or service center, Plaintiff was advised by a representative of Mercedes-Benz of Baton Rouge to attempt to restart the vehicle and drive it to a local service center. Plaintiff did so and tendered the vehicle to Atlanta Classic Cars, Inc. in Duluth, Georgia. Technicians ran various diagnostics, finding diagnostic trouble codes stored in the vehicle's system relating to failures or malfunctions in one or more of the vehicle's wheel speed sensors and the vehicle's ESP. In an attempt to address this defective condition, technicians replaced the vehicle's left rear wheel speed sensor for the third (3rd) time. The vehicle was returned to Plaintiff later that day in an allegedly repaired and defect-free condition.

15. To date, Plaintiff has been without use of the Vehicle for approximately 35 days while the Vehicle has been out for nine (9) separate attempts to repair defective conditions in the Vehicle.

16. The defects experienced by Plaintiff with the Vehicle substantially or completely impaired its use, value and safety. Neither Plaintiff nor any reasonable consumer would have purchased the Vehicle if they had known of these defects prior to the sale.

17. Plaintiff directly notified defendants Mercedes-Benz and Airstream and notified same through its authorized warranty service dealers of the defective conditions of the Vehicle on several occasions.

COUNT 1: VIOLATIONS OF LOUISIANA REDHIBITION LAWS

18. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

19. The Vehicle is a “thing” under La. Civil Code Articles 2520, et seq.

20. Defendant Mercedes, is a “manufacturer” under La. Civil Code Articles 2520, et seq.

21. Defendant Mercedes, as the “manufacturer” of the Vehicle as defined under La. Civil Code Articles 2520, et seq., is deemed to have knowledge of any and all defects in the subject Vehicle it manufactured. Thus, Mercedes by law is deemed to be a “bad faith” seller as defined under La. Civil Code Articles 2520, et seq.

22. Defendant, Airstream, is a “manufacturer” under La. Civil Code Articles 2520, et seq.

23. Defendant Airstream, as the “manufacturer” of the Vehicle as defined under La. Civil Code Articles 2520, et seq., is deemed to have knowledge of any and all defects in the subject Vehicle it manufactured. Thus, Airstream by law is deemed to be a “bad faith” seller as defined under La. Civil Code Articles 2520, et seq.

24. Foley RV is a “seller” under La. Civil Code Articles 2520, et seq.

25. Plaintiff is a “buyer” under La. Civil Code Articles 2520, et seq.

26. The defects described in the Vehicle meet the definition of redhibitory defects as defined in La. Civil Code Articles 2520, et seq.

27. Plaintiff provided Mercedes-Benz and Airstream sufficient opportunity to repair his defective vehicle.

28. Plaintiff has performed each and every duty required of him under Louisiana Redhibition Laws, except as may have been excused or prevented by the conduct of Mercedes-Benz and Airstream, as herein alleged.

29. The hidden defects in the Vehicle existed at the time of sale, but were not discovered by Plaintiff until after its delivery and within applicable warranty periods. Due to these defects, the Vehicle’s use has been rendered unsafe, inconvenient and/or impossible, causing the Vehicle

to be out for repair on nine (9) separate occasions. Neither Plaintiff nor a reasonable buyer would have purchased the Vehicle had he known of the defects in it prior to the sale. Further, the defects in the Vehicle have effectively diminished and/or eliminated any significant resale value of the Vehicle.

30. The conduct of Airstream and Mercedes-Benz constitutes a breach of the implied warranties contained under Louisiana Redhibition Law and entitles Plaintiff to a rescission of the sale and return of purchase price plus all collateral costs of the sale including financing charges, insurance premiums and other out of pocket expenses incidental to and in connection with the sale.

31. Under Louisiana Redhibition Laws, Plaintiff is further entitled to recover a sum equal to the aggregate amount of costs and expenses, including Attorney Fees if Plaintiff prevails. As a result of Defendants Airstream and Mercedes-Benz's misconduct and breach(es) alleged herein, and in an effort to protect his rights and enforce the terms of the agreement set forth above, it has become necessary for Plaintiff to employ the legal services of The Nordgren Law Firm, LLC. Plaintiff has and continues to incur legal fees, costs and expenses in connection therewith.

32. Plaintiff asserts that defendants Airstream and Mercedes-Benz designed, manufactured, assembled and inspected the Vehicle in a manner so as to significantly or completely diminish its value and utility, further rendering it defective and unsafe for its intended use and purpose and its use inconvenient or impossible by, among other things:

- a. Designing, manufacturing and/or assembling the Vehicle such that its wheel speed sensors would not properly function;
- b. Designing, manufacturing and/or assembling the Vehicle such that its ESP module would not properly function; AND
- c. Improperly Designing, manufacturing and/or assembling the Vehicle with respect to its

wheel base.

COUNT 2: VIOLATION OF THE MAGNUSSON-MOSS WARRANTY ACT

33. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

34. Plaintiff is a “consumer” as defined by the Magnusson-Moss Warranty Act (hereinafter “WARRANTY ACT”), 15 U.S.C. §2301(3).

35. Defendant, Mercedes-Benz, is a “supplier” and “warrantor” as defined in the WARRANTY ACT, 15 U.S.C. §2301(4) and (5).

36. Defendant, Airstream, is a “supplier” and “warrantor” as defined in the WARRANTY ACT, 15 U.S.C. §2301(4) and (5).

37. The Vehicle is a “consumer product” as defined by the WARRANTY ACT, 15, U.S.C. §2301(1), because it is normally used for personal, family or household purposes.

38. The express warranties pertaining to the Vehicle are a “written warranty” as defined in the WARRANTY ACT, 15 U.S.C. §2301(6).

39. The actions of Defendants Mercedes-Benz and Airstream in failing to tender the Vehicle to Plaintiff free of defects and failing on multiple occasions to repair the Vehicle so as to bring it into conformity with the written warranty and of failure to replace said Vehicle constitutes a breach of the written and implied warranties under the WARRANTY ACT and is thus a violation of the Magnusson-Moss Warranty Act.

40. Plaintiff has performed all things agreed to and required of him under the sales contract and warranty terms, except as may have been excused or prevented by the conduct of Defendants Mercedes-Benz and Airstream herein alleged, including notifying Mercedes-Benz and Airstream

directly and through its authorized warranty service dealers of the defective conditions of the Vehicle on several occasions.

41. As a direct and proximate result of the acts and omissions of Defendants Mercedes-Benz and Airstream, Plaintiff has been damaged in an amount in excess of \$118,731.00, according to proof at trial.

42. Pursuant to the Magnusson-Moss Warranty Act, 15 U.S.C. §2310(d)(2), Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney's fees, if Plaintiff prevails. As a result of the misconduct of Defendants Mercedes-Benz and Airstream and breach alleged herein, and in an effort to protect his rights and enforce the terms of the agreement set forth above, it has become necessary for Plaintiff to employ the legal services of The Nordgren Law Firm, LLC. Plaintiff has and continues to incur legal fees, costs and expenses in connection therewith.

E. Damages

43. The conduct described above has been and is a producing and proximate cause of damages to Plaintiff.

44. Plaintiff's damages include costs associated with the sale, including down payment/trade-in value with interest accruing from the date of the sale, all collateral costs at the time of the sale, any and all finance charges, insurance premiums, maintenance costs, repair costs and damages together with applicable penalties and attorney fees allowed by law, with legal interest upon the entire sums awarded from date of judicial demand, until paid, and for all costs of these proceedings.

45. The damages Plaintiff has suffered as a direct and proximate result of the acts and omissions of the defendants Mercedes-Benz and Airstream exceed \$118,731.00.

F. Request for Rescission

46. Plaintiff seeks the remedy of rescission of the sale contract.

47. Plaintiff revokes his acceptance of the Vehicle for the reason that its defects substantially impair its use, value and safety to Plaintiff and the acceptance was based on Plaintiff's reasonable reliance on the false representations and warranties of the Defendants Airstream and Mercedes-Benz that the Vehicle would be free from defects which would diminish its value or which would render its use dangerous, inconvenient or impossible or that the defects in the Vehicle would be repaired so as to bring it into conformity with the aforementioned written warranty. No reasonable buyer would have purchased the Vehicle with knowledge of these defects prior to the sale. Accordingly, Plaintiff seeks a cancellation of the sales contract and an order of the court restoring to him the money obtained by Defendants Mercedes-Benz and Airstream as a result of the false representations and breaches of express and implied warranties as set forth above, and other collateral costs and expenses occasioned by the sale of the Vehicle. Plaintiff also seeks cancellation of the debt and offers to return the Vehicle to Mercedes-Benz and/or Airstream.

G. Attorney Fees and Costs

48. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and expenses, including attorney fees, if Plaintiff prevails. As a result of Mercedes-Benz and Airstream's misconduct and breach alleged herein, and in an effort to protect his rights and enforce the terms of the agreement set forth above, it has become necessary for Plaintiff to employ the legal services of The Nordgren Law Firm, LLC. Plaintiff has and continues to incur legal fees, costs and expenses in connection therewith.

H. Prayer for Relief

49. For these reasons, Plaintiff prays for judgment against Defendants Mercedes-Benz and Airstream for the following:

- a. For general, special and actual damages according to law;
- b. Rescinding the March 11, '2013 sale of the **2013 Mercedes-Benz/Airstream Sprinter/Interstate, VIN WD3PF4CD0D5** [REDACTED] and returning to Plaintiff the purchase price including interest, all collateral costs at the time of the sale, any and all finance charges, insurance premiums, maintenance costs, repair costs and damages;
- c. For incidental and consequential damages according to law;
- d. Out of pocket damages for expenditures related to any cost of repairs, deductibles and towing charges;
- e. Any diminution in value of the Vehicle attributable to the defects;
- f. Past and future economic losses;
- g. Prejudgment and post-judgment interest;
- h. Attorney fees;
- i. Costs of suit, expert fees and litigation expenses; and
- j. All other relief this Honorable Court deems appropriate.

I. Demand for Jury Trial

50. Plaintiff hereby demands a trial by jury to the extent authorized by law.

Signature Block on Following Page

RESPECTFULLY SUBMITTED:

The Nordgren Law Firm, LLC
341 Saint Charles Street
Baton Rouge, Louisiana 70802
Telephone: (225) 383-0101
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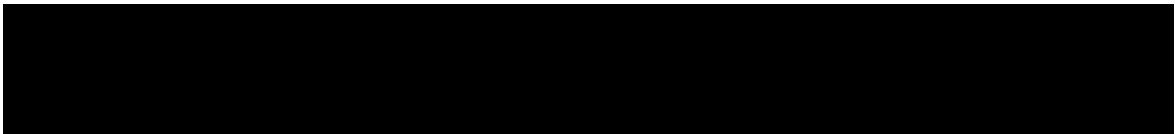
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Attorneys for Plaintiff,
Gene Dupree

PE20-014

DTNA

12-14-2020

MEMO TO ODI





BBB AUTO LINE

January 4, 2019

[REDACTED]
GARIBALDI OR [REDACTED]

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Mr [REDACTED]

We would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, pursuant to Rule 6 of the BBB AUTO LINE Arbitration Rules, your case has been closed because we have not received a signed *Customer Claim Form*.

While we notified the manufacturer of your complaint, we cannot require the manufacturer to submit to arbitration without a signed *Customer Claim Form*. If you wish to proceed through BBB AUTO LINE, please return this form, and a new case will be opened.

Please contact us at 1.800.955.5100 if you have any questions or if you believe we have made an error.

Sincerely,

Mary Ann Khalifeh at Extension 527

CC: Tara Masterson

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: [REDACTED] Start Date: 12/10/18
Customer Name: [REDACTED] State: OR
VIN: WDAPF4CC8D9 [REDACTED] Probable Hearing Location: Lake Oswego

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☐ YES ☒ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info: _____

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO

If you checked YES, please indicate the customer's response below:

- ☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$_____

I will participate ☐ By phone ☐ In person ☐ In writing

Return this form as soon as possible

To: Completed by: _____ Date: ____/____/____

BBB AUTO LINE Future contact: _____

Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



BBB AUTO LINE

December 10, 2018

CUSTOMER ADVOCACY
MERCEDES-BENZ USA LLC
303 PERIMETER CENTER NORTH SUITE 202
ATLANTA GA 30346

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Madam/Sir:

The customer listed above has completed the *Customer Claim Form (CCF)*, and the case is officially open in the BBB AUTO LINE program. Enclosed you will find an updated *CCF* and any support documentation provided by the customer. Please note that for Florida and California cases and cases opened via mail, support documentation may not have been supplied by the customer. When received, this information will be forwarded to you under separate cover.

Please review the customer's claim and submit any documentation you may have pertaining to this claim as soon as possible. We will contact you within the next couple of days to discuss the claim, explain our telephone settlement efforts, which we may utilize prior to arbitration and offer our assistance in the settlement process. If you resolve the dispute, or if you believe that any portion of claim is not eligible for arbitration, please contact me at 800.334.2406.

Thank you for your active participation in the BBB AUTO LINE program.

Sincerely,

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact Date: 12/10/18
Start Date: 12/10/18

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Garibaldi	State: OR	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Mercedes	Model: Sprinter	Year: 2015	Current mileage: 21000
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Mike Thompson RV, Sante Fe Springs, CA			
Primary Servicing dealer/city/state: Mercedes Benz of Anaheim,			
Acquired as ☒ new ☐ used ☐ demo ☐ leased		Is the vehicle in your possession? ☒ yes ☐ no	
Purchase/lease date: 02/01/14		Mileage at purchase/lease:	
First repair attempt date: 01/01/15		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: ☒ Automatic ☐ Manual
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

He wants the vehicle fixed or buy it back.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER WDAPF4CC8D9[REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Case Number: [redacted]

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
ABS & traction control system malfunction		3		yes
anti-skid lights comes on		3		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700

Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

1. Review and sign the **Customer Claim Form (CCF)**. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).

2. Make one *clear* **copy** of the following documents, preferably on 8.5" X 11" standard paper:

- ☐ **Sales Agreement/Purchase Contract** or **Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
- ☐ Current **Vehicle Registration**;
- ☐ **Work Orders**, including proof of payment if you are seeking reimbursement.
- ☐ Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. We are not able to return documents to you. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

IMPORTANT NOTE: We may request your vehicle loan or lease account number for purposes of completing a repurchase or replacement transaction. We will never request your Social Security Number or other sensitive financial information (e.g., bank account numbers). For your security, please redact (black out) any such information from your documents before sending.

3. Mail or fax all your documentation to the address below:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700**

**QUESTIONS? We're here to help.
Call (800) 955-5100**



BBB AUTO LINE

December 10, 2018

CUSTOMER ADVOCACY
MERCEDES-BENZ USA LLC
303 PERIMETER CENTER NORTH SUITE 202
ATLANTA GA 30346

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Madam/Sir:

We have recently been contacted by one of your customers with a product complaint. Enclosed is information taken during the initial phone call.

You may contact the customer to resolve the complaint directly. Once the customer returns the completed CCF, the case will be opened, the 40 day clock will begin and all information received for the case will be sent to you.

Thank you for your participation in the BBB AUTO LINE program.

Sincerely,

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact Date: 12/10/18
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: Garibaldi	State: OR	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Mercedes	Model: Sprinter	Year: 2015	Current mileage: 21000
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Mike Thompson RV, Sante Fe Springs, CA			
Primary Servicing dealer/city/state: Mercedes Benz of Anaheim,			
Acquired as ☒ new ☐ used ☐ demo ☐ leased		Is the vehicle in your possession? ☒ yes ☐ no	
Purchase/lease date: 02/01/14		Mileage at purchase/lease:	
First repair attempt date: 01/01/15		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: ☒ Automatic ☐ Manual
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no			Date of accident:
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

He wants the vehicle fixed or buy it back.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER WDAPF4CC8D9 [REDACTED]

SECTION 4: VEHICLE PROBLEMS (List primary problem first)

Case Number: [redacted]

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
ABS & traction control system malfunction		3		yes
anti-skid lights comes on		3		yes

Total days out of service for all problems: _____

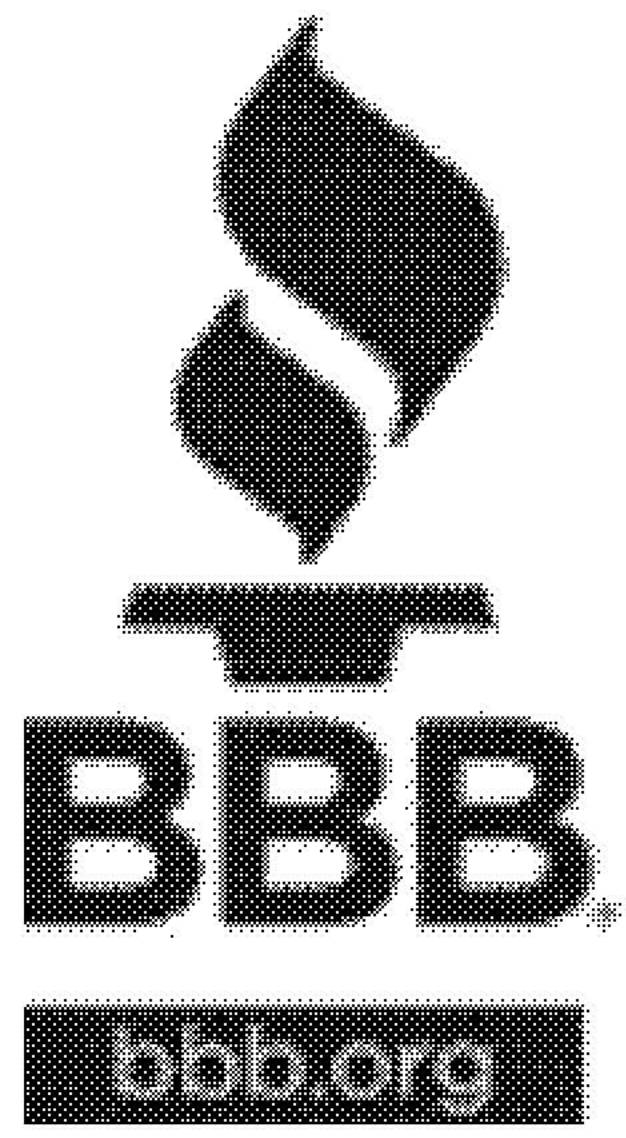
Signature of Titled Owner(s) _____ Date _____

Printed Name of Titled Owner(s) _____

I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700



BBB AUTO LINE

December 10, 2018

[REDACTED]
GARIBALDI OR [REDACTED]

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Mr [REDACTED]

Thank you for contacting the BBB AUTO LINE program. Your claim will be opened once your properly completed *Customer Claim Form (CCF)* is returned to our office.

Please review the information outlined below and follow the instructions.

- * *Completing Your BBB AUTO LINE Claim* - Please read this document first. It explains what you need to do to help us handle your claim.
- * *Program Summary* - This document explains the types of claims that may be arbitrated in the BBB AUTO LINE program and the remedies available.
- * *CCF* - Information we have on file regarding your complaint is recorded on the *CCF*. Please verify the accuracy of the information and make any necessary changes. Please provide the Vehicle Identification Number (VIN).

If you would like to review the programs rules and policies, please visit www.auto.bbb.org/rules/.

We have notified the manufacturer about your contact with us and they may contact you to discuss your case. Please let us know if you reach a settlement so we can record that information in your file.

Once we receive your signed CCF with the VIN, if eligible, we will officially open your case. Within a few days, we will contact you by phone to discuss your case. Our goal is to help you and the manufacturer in reaching a mutually satisfactory resolution to your dispute.

BBB AUTO LINE staff are here to help you. Please call me at (800)955-5100 if you have any questions or if I can be of help.

Council of Better Business Bureaus, Inc.

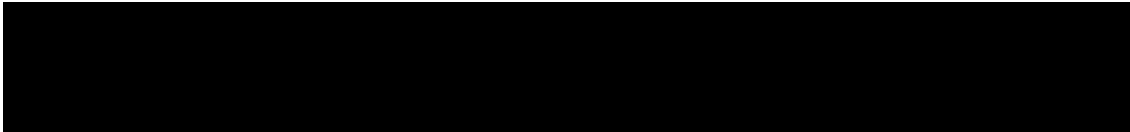
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PE20-014

DTNA

12-14-2020

MEMO TO ODI



December 2, 2019

[REDACTED]
YORBA LINDA CA [REDACTED]

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Mr. [REDACTED]:

We have determined that your case is outside the jurisdiction of the BBB AUTO LINE program because we have not received your signed *Customer Claim Form*. Your case has been closed.

Please refer to the booklet *How BBB AUTO LINE Works* for further explanation of the jurisdictional requirements. If you wish to proceed through BBB AUTO LINE, please return your *Customer Claim Form*, and a new case will be opened.

If you disagree with this finding, you may appeal it by sending us a written statement indicating why you think your claim is within the jurisdiction of the BBB AUTO LINE program. This statement must be mailed to the following address within 30 days from the date of this letter:

BBB AUTO LINE
3033 Wilson Blvd
Suite 600
Arlington, VA 22201

You may fax your appeal to our office at 1.703.247.9700.

When your appeal is received in our office it will be forwarded to the manufacturer representative, who will be given five days to submit a written position on the appeal. If a written position is received it will be shared with you, and you will be given five days to submit written comments. A BBB AUTO LINE arbitrator will review your appeal letter, this Out of Jurisdiction Notice, any written position from the manufacturer, any comments, and the Arbitration Rules. The arbitrator will then make a decision as to whether your claim is potentially within the jurisdiction of BBB AUTO LINE arbitration. If this review determines that you may proceed to arbitration, your complaint will proceed to a hearing before a different arbitrator in accordance with the BBB AUTO LINE Rules for Arbitration.

Please note the arbitrator ruling on your appeal will only decide whether your claim may be heard in arbitration. Even if the arbitrator decides that your claim is potentially within the program's jurisdiction, the arbitrator who presides over your hearing will examine all the facts in your case and may decide that the

evidence presented at the hearing does not establish that the claim is within the jurisdiction of BBB AUTO LINE or that any award should be made in your case.

Thank you for bringing your complaint to our attention.

Sincerely,

Mary Ann Khalifeh at Extension 5271

CC: Tara Masterson



**MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)**

Case Number:



Vehicle: 2013 Mercedes-Benz Sprinter

Customer Name:



VIN: WDAPF4CC8D9



Probable Hearing Location:

Manufacturer's Position:

Mercedes-Benz USA, LLC (MBUSA) is in receipt of [REDACTED] request concerning the subject vehicle and we are currently reviewing the file. Please note MBUSA will continue to honor all of the terms of any remaining Mercedes-Benz Warranty.

Documentation Provided (please check):

- ☐ Technical Service Bulletin(s)
- ☐ Recall Notice(s)
- ☐ Vehicle Repair Records
- ☐ Purchase/Lease documentation
- ☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing

☐ By phone ☐ In person ☐ In writing

Form completed by: Tara Masterson Date: 11/18/2019

Future Contact: Tara Masterson

Phone: 1-800-367-6372 ext. 4673 Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700



Completing your BBB AUTO LINE Claim . . . It's as easy as 1, 2, 3

1. Review and sign the **Customer Claim Form (CCF)**. If any information is missing or incorrect, please write the corrections or additions directly on the form. Please print or verify your VIN (Vehicle Identification Number) and lienholder or leasing company information on the bottom of the first page and complete the grid on the second page. You may attach additional sheets if the grid does not provide enough space. Please list *all* of your problems on the grid (do not write "see attached repair orders" instead of listing your problems).
2. Make one *clear copy* of the following documents, preferably on 8.5" X 11" standard paper:
 - ☐ **Sales Agreement/Purchase Contract** or **Lease Agreement** containing the purchase or lease price, sales tax and other expenses associated with your purchase or lease;
 - ☐ If the vehicle is no longer in your possession: **Proof of Transfer of Ownership** or **Termination of Lease**, or an **Affidavit** signed under penalty of perjury;
 - ☐ Current **Vehicle Registration**;
 - ☐ **Work Orders**, including proof of payment if you are seeking reimbursement.
 - ☐ Any other relevant documents, such as notice(s) sent to the manufacturer, along with any confirmation(s) of receipt (Please do not send photographs or video/audio recordings).

Please do not send originals. You may wish to make a complete set of copies for your file before mailing.

Paper clip (do not staple) your documents to the signed **CCF**. Please do not fold your documents.

IMPORTANT NOTE: We will never request your Social Security Number or other sensitive financial information unrelated to your vehicle's purchase or lease (e.g., bank account numbers). For your security, please redact (black out) any such information from your documents before sending.

3. Mail or fax all your documentation to the address below:

**BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington, VA 22201
Fax: 703-247-9700**

**QUESTIONS? We're here to help.
Call (800) 955-5100**



**MANUFACTURER RESPONSE FORM
(CALIFORNIA ARBITRATION POSITION STATEMENT)**

Case Number:



Customer Name:

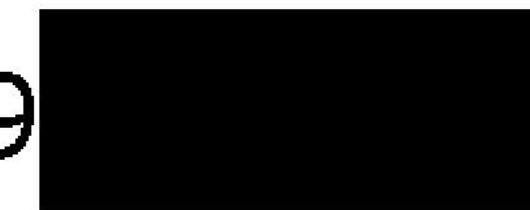
Newport Beach

Probable Hearing Location:

Vehicle: 2015 Sprinter

WDAPF4CC8D9

VIN:



Manufacturer's Position:

Documentation Provided (please check):

- ☐ Technical Service Bulletin(s)
- ☐ Recall Notice(s)
- ☐ Vehicle Repair Records
- ☐ Purchase/Lease documentation
- ☐ Other: _____

The manufacturer's position and documentation will be furnished to the customer and the arbitrator prior to a hearing in this case.

I will participate in a hearing

☐ By phone ☐ In person ☐ In writing

Form completed by: _____ Date: ____/____/____

Future Contact: _____

Phone: _____ Fax: _____

Please return this form as soon as possible to: BBB AUTO LINE

Fax: 703.247.9700

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



BBB AUTO LINE

November 18, 2019

CUSTOMER ADVOCACY
MERCEDES-BENZ USA LLC
303 PERIMETER CENTER NORTH SUITE 202
ATLANTA GA 30346

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Madam/Sir:

The customer named above has submitted all required information to open a claim, and his/her case is officially opened in the BBB AUTO LINE program. Enclosed you will find a *Customer Claim Form*, a *Manufacturer's Response Form (MRF)*, and any supporting documentation provided by the customer.

Please review the customer's claim. We will contact you within seven days to discuss possible settlement of the claim. If you resolve the dispute, or if you would like our help sooner, please contact me.

Please send us:

- a) Your position in this dispute in writing on the attached *MRF*
- b) Copies of any documents relevant to this dispute, including the following:
 - Technical service bulletins (if any)
 - Recall notices (if any)
 - Vehicle repair records; and
 - Purchase/lease contracts with respect to this vehicle.

Please complete the *MRF* and fax it to me at 703.247.9700 no later than seven days from the date of this letter.

Your position on the *MRF* and any documents that you attach will be sent to the consumer and arbitrator prior to the hearing.

Thank you for your active participation in the BBB AUTO LINE program. You may call me at 800.334.2406 (see the extension listed below) if you have any questions.

Sincerely,

Mary Ann Khalifeh at Extension 5271

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 · Arlington, VA · 22201 · Phone 800.955.5100 · Fax: 703.247.9700

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact date: 11/18/19
Start date:

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: YORBA LINDA	State: CA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Mercedes	Model: Sprinter	Year: 2015	Current mileage: 24500
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: MIKE THOMPSON RV, SANTE FE SPRINGS, CA			
Primary Servicing dealer/city/state: Mercedes Benz of Anaheim,			
Acquired as ☒ new ☐ used ☐ demo ☐ leased		Is the vehicle in your possession? ☒ yes ☐ no	
		Date of sale or termination of lease:	
Purchase/lease date: 02/01/14		Mileage at purchase/lease:	
First repair attempt date: 01/01/15		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles registered in California by vehicle owner/lessee:	
		Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no		Date of accident:	
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Customer would like a buyback.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER WDAPF4CC8D9[REDACTED]	
Lienholder/Leasing Company _____	Phone Number _____

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
ABS & traction control system malfunction		4		yes
anti-skid lights comes on		4		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700

BBB AUTO LINE
Customer Claim Form

Case number: [REDACTED]
Contact date: 11/18/19
Start date: 11/18/19

Please make any necessary corrections to the information below, print or verify your VIN number and lienholder/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed).

SECTION 1: CUSTOMER INFORMATION

Titled owner: [REDACTED]		
Mailing address: [REDACTED]		
City: YORBA LINDA	State: CA	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone:	Cell phone:
Fax:	E-mail address: [REDACTED]	

SECTION 2: VEHICLE INFORMATION

Make: Mercedes	Model: Sprinter	Year: 2015	Current mileage: 24500
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: MIKE THOMPSON RV, SANTE FE SPRINGS, CA			
Primary Servicing dealer/city/state: Mercedes Benz of Anaheim,			
Acquired as ☒ new ☐ used ☐ demo ☐ leased		Is the vehicle in your possession? ☒ yes ☐ no	
		Date of sale or termination of lease:	
Purchase/lease date: 02/01/14		Mileage at purchase/lease:	
First repair attempt date: 01/01/15		First repair attempt mileage: 0	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles registered in California by vehicle owner/lessee:	
		Transmission type: ☒ Automatic ☐ Manual	
Has the vehicle been in an accident/had body damage? ☐ yes ☒ no		Date of accident:	
Description of damage:			

SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

Customer would like a buyback.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER WDAPF4CC8D9[REDACTED]
Lienholder/Leasing Company _____ Phone Number _____

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
Example:				
A/C won't cool properly	Any Dealer, Inc.	2	4/23/06 3,500 miles 5 days 6/10/07 12,700 miles 1 day	yes
ABS & traction control system malfunction		4		yes
anti-skid lights comes on		4		yes

Total days out of service for all problems: _____

Signature of Titled Owner(s) _____ Date _____
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

BBB AUTO LINE
3033 Wilson Blvd., Suite 600
Arlington VA, 22201
Fax: 703-247-9700



BBB AUTO LINE

November 18, 2019

[REDACTED]
YORBA LINDA CA [REDACTED]

Re: [REDACTED] vs Mercedes-Benz WDAPF4CC8D9 [REDACTED]

Dear Mr [REDACTED]

Thank you for contacting the BBB AUTO LINE program. We have opened your claim under the number shown above. In order to facilitate your claim, please review the information outlined below:

- * *Completing Your BBB AUTO LINE Claim* - Please read this document first and follow the instructions.
- * *Customer Claim Form (CCF)* - Information we have on file regarding your complaint is recorded on the CCF. Please verify the accuracy of the information and make any necessary changes and additions. Please verify that the Vehicle Identification Number (VIN) is correct. **PLEASE NOTE: Per Rule 2D of the BBB AUTO LINE Arbitration Rules, your case will not be arbitrated unless we receive a signed Customer Claim Form. If we have not received this form within 10 days from the date of this letter, your case will be closed.**
- * *How BBB AUTO LINE Works (California)* - This brochure explains how to use the program, the steps for you to follow to enable us to process your dispute, the eligibility requirements, and the remedies available through the program.

The program's rules and policies are also available at www.auto.bbb.org/CA/.

In some cases, the manufacturer may contact you directly to discuss the settlement options. Please let us know if you reach a settlement with the manufacturer.

If you would like more information about our program, you may request a free copy of our written *Operating Procedures*.

BBB AUTO LINE staff are here to help you resolve your concerns. Please call me at (800)955-5100 if you have any questions.

Sincerely,

Mary Ann Khalifeh at Extension 5271

Council of Better Business Bureaus, Inc.

3033 Wilson Boulevard, Suite 600 • Arlington, VA • 22201 • Phone 800.955.5100 • Fax: 703.247.9700



BBB AUTO LINE

MANUFACTURER RESPONSE FORM

Case Number: [REDACTED] Start Date: 12/10/18
Customer Name: [REDACTED] State: OR
VIN: WDAPF4CC8D9 [REDACTED] Probable Hearing Location: Lake Oswego

This claim is ☐ IN Warranty ☐ OUT of Warranty
Has the customer contacted you regarding the claim? ☐ YES ☒ NO
Is the VIN listed above correct? ☐ YES ☐ NO
If you checked NO, please indicate the correct VIN: _____
Customer Contact Info: _____

SETTLEMENT INFORMATION

What, if anything, are you willing to offer the customer to settle this dispute? Please include as much detail as possible (e.g., dealership name for repairs, specific dollar figures, etc.).

Has this offer been communicated to the customer? ☐ YES ☐ NO

If you checked YES, please indicate the customer's response below:

- ☐ The customer accepted the offer on ____/____/____
☐ The customer rejected the offer on ____/____/____
☐ The customer has not indicated a response to the offer.

If the customer accepts this offer, **when will the settlement be performed?** Please indicate a specific performance date or time frame: _____

ARBITRATION INFORMATION

Please list customer requests that you feel are ineligible for arbitration and explain why.

Please write your position as to the cause of each problem listed on the *Customer Claim Form*.

Please indicate the decision you request the arbitrator to render:

List the amount of any over allowance/negative equity: \$_____

I will participate ☐ By phone ☐ In person ☐ In writing

Return this form as soon as possible

To: Completed by: _____ Date: ____/____/____

BBB AUTO LINE Future contact: _____

Fax: 703.247.9700 Phone: _____ Fax: _____

Council of Better Business Bureaus, Inc.

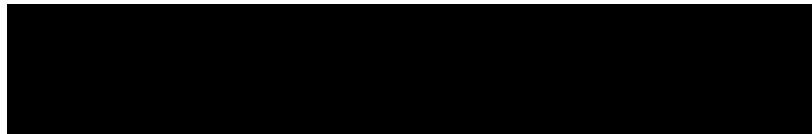
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PE20-014

DTNA

12-14-2020

MEMO TO ODI



CUSTOMER #:

capitaleurocars

The Better Way To Service



INVOICE

www.capitaleurocars.com

BMW MERCEDES-BENZ

3705 W. Tennessee St.

Tallahassee, FL 32304

Phone 850-574-3777 Fax 850-574-3035

DUPLICATE 1

PAGE 1

Repair Shop Registration Number: MV-29155

TALLAHASSEE, FL

HOME:

CONT:

BUS:

CELL:

SERVICE ADVISOR: 696 JOE GRUEN

COLOR		YEAR	MAKE/MODEL		VIN	LICENSE	MILEAGE IN / OUT		TAG
		13	MERCEDES-BENZ TRUCKS		WDAPF4CCXD9		7526/7572		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
22AUG13	DD04JUN13		17:00 24MAR16				CASH	24MAR16	

R.O. OPENED

READY

OPTIONS:

ENG:3.0_Liter_Turbo

10:22 24MAR16 13:19 24MAR16

LINE OPCODE TECH TYPE HOURS

LIST

NET

TOTAL

A PRE-ARBITRATION INSPECTION

MISC INSPECTION

999 ISPM

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

7526 Vehicle inspected by FTS Schraer on behalf of MBUSA and Phil Houser on behalf of Thor. Counsel for consumer was present for diagnostic testing, but left prior to the test drive, waiving his right to be present for the remainder of the inspection. Upon start up, the vehicle had no illuminated dashboard warning lights. Vehicle hooked up to Xentry and scanned for stored / current codes - codes found for non-function front wheel speed sensors. These codes were due to the vehicle being towed in to the dealer with the front wheels off the ground. There were no other codes present. Consumer's attorney advised of a possible limp home mode event, so the transmission and engine modules were scanned for stored codes - none found. Vehicle was then test driven for 46 miles on local roads and I-10. Vehicle performed as designed and no warning lights illuminated during test drive. There were no unintended deceleration events or any drivability concerns during test drive. Hook vehicle up to Xentry on return to shop and recheck for codes after test drive - none present. As of this inspection the vehicle is functioning as designed and all previous repairs have been verified as successful.

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

*SHOP SUPPLY COSTS: We have added a charge equal to 10% of the total cost of labor and parts, not to exceed \$50.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718), and a \$1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state (s.403.7185).

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE

CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	0.00
TOTAL CHARGES	0.00
CAPITAL SAVINGS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

Customer X

VIN	WDAPF4CCXD9	Model	906.155
		series/model	
		designation	
Order number		License plate	

Vehicle data

Name	Actual values
Kilometer reading (EZS)	12026 km
VIN	WDAPF4CCXD9
Writing of the VIN has been inhibited.	NO
Model year	2013
National version	USA

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\..\trees\transp\906\Fahrber\EZS_NAFTA-
sgscreen\cvEZS01.s

Cell co-ordinate: 11 , 9

VIN	WDAPF4CCXD9	Model series/model designation	906.155
Order number	License plate		

Fault codes and events

Control unit: ESP9CEI

Code	Text	Status
C04B000	Component L6/1 (Left front rpm sensor) is faulty.	STORED

Name	Current values (first/last)	Unit
Event / Fault	---	
Odometer reading (when fault first occurred)	---	
Odometer reading (when fault last occurred)	---	
Frequency counter	---	
Operating cycle counter	---	

C04D000	Component L6/2 (Right front rpm sensor) does not function properly. / Air gap / Tires - Wheel size	STORED
---------	--	--------

Name	Current values (first/last)	Unit
Event / Fault	---	
Odometer reading (when fault first occurred)	---	
Odometer reading (when fault last occurred)	---	
Frequency counter	---	
Operating cycle counter	---	

C095100	Faults have occurred simultaneously at several rpm sensors.	STORED
---------	---	--------

Name	Current values (first/last)	Unit
Event / Fault	---	
Odometer reading (when fault first occurred)	---	
Odometer reading (when fault last occurred)	---	
Frequency counter	---	
Operating cycle counter	---	

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\..\trees\transp\global\traktion\esp9\sgscreen\GfEsp9.s
Cell co-ordinate: 1, 3

VIN	WDAPF4CCXD9	Model series/model designation	906.155
Order number		License plate	

Stored fault codes

Control unit: EGS53

Code	Text	Status
D40A	CAN bus - CAN signal 'Front right wheel speed' from control unit N30/4 (ESP control unit) is missing or faulty.	Event STORED

Name	Current values (first/last)	Unit
Frequency counter	4	
Power supply	14.0 13.0	V
Time elapsed after ignition ON [s]	1777.0 9.0	s
Kilometer reading	12086 12112	km
Transmission oil temperature	82 40	°C
Selector lever position	NOT AVAILABLE NOT AVAILABLE	
Selector range valve position	N R	
Actual gear	N R	
Target gear	N R	
Turbine speed	690 210	U/min
Output speed	957 68	1/min

D409	CAN bus - CAN signal 'Front left wheel speed' from control unit N30/4 (ESP control unit) is missing or faulty.	Event STORED
------	--	--------------

Name	Current values (first/last)	Unit
Frequency counter	4	
Power supply	14.0 13.0	V
Time elapsed after ignition ON [s]	1777.0 9.0	s
Kilometer reading	12086 12112	km
Transmission oil temperature	82 40	°C
Selector lever position	NOT AVAILABLE NOT AVAILABLE	
Selector range valve position	N R	
Actual gear	N R	
Target gear	N R	
Turbine speed	690 210	U/min
Output speed	957 68	1/min

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\..\trees\transp\906\Getriebe\EGS\sgscre-en\gfEGS01.s

Cell co-ordinate: 5, 5

VIN	WDAPF4CCXD9 [REDACTED]	Model	906.155
		series/model	
		designation	
Order number		License plate	

Fault codes / Events

Control unit: CR60NFZ

Code	Text	Status
------	------	--------

Filename: C:\Program
Files\Mercedes-Benz\DAS\bin\..\trees\transp\global\Motor\CR60\sgscreen\gfCDI01.s

Cell co-ordinate: 5 , 7

VIN	Model series/model designation	906.155
Order number	License plate	

Model designation 906

Title	Value	Text
VIN	WDAPF4CCXD9 [REDACTED]	
Kilometer reading	12188	

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\..\trees\transp\906\main\bm\stBM906.s
Cell co-ordinate: 7 , 13

VIN	WDAPF4CCXD9	Model series/model designation	906.155
Order number		License plate	

Fault codes and events

Control unit: ESP9CEI

Code	Text	Status
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Filename: C:\Program
Files\Mercedes-Benz\DAS\bin\..trees\transp\global\traktion\esp9\sgscreen\GfEsp9.s
Cell co-ordinate: 1, 3

VIN	WDAPF4CCXD9	Model series/model designation	906.155
Order number		License plate	

Stored fault codes

Control unit: EGS53

Code	Text	Status
------	------	--------

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\..\trees\transp\906\Getriebe\EGS\sgscreen\gfEGS01.s

Cell co-ordinate: 5 , 5

VIN	WDAPF4CCXD9	Model series/model designation	906.155
Order number		License plate	

Fault codes / Events

Control unit: CR60NFZ

Code	Text	Status
------	------	--------

Filename: C:\Program Files\Mercedes-Benz\DAS\bin\...\trees\transp\global\Motor\CR60\sgscreen\gfCDI01.s
Cell co-ordinate: 5, 7