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Entity Served	MERCEDEZ-BENZ USA, INC
Case Number	2:22-cv-8130-FLA-AFM
Jurisdiction	CA

Inserts		



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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LENA JAMIL, On Behalf Of Herself
And All Others Similarly Situated,

Plaintiff,

v.

MERCEDES-BENZ USA, LLC

Defendant.

Case No. 2:22-cv-8130

COMPLAINT – CLASS ACTION

Jury Trial Demanded

NATURE OF THE ACTION

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2 1. Plaintiff Lena Jamil (“Plaintiff” or “Jamil”) brings this class action
3 against Defendant Mercedes-Benz USA, LLC (“Defendant” or “MBUSA”) on
4 behalf of herself and all other similarly situated California owners or lessees of
5 Mercedes vehicles equipped with the M274 engine. Due to a defect, known to
6 MBUSA but undisclosed by it to the putative class members, the pistons of the M274
7 engine are prone to premature failure—a circumstance that requires the replacement
8 of the entire engine.

9 2. This was the fate of Plaintiff, who is the original lessee and owner of a
10 2016 Mercedes-Benz C300 that she leased and then bought from a MBUSA factory-
11 authorized dealership in Los Angeles County. When Plaintiff’s car had logged only
12 approximately 95,000 miles, Plaintiff encountered the car’s engine shuddering,
13 losing power on the freeway, such that the car eventually would no longer restart—
14 an obvious safety risk. When Plaintiff had the car towed to MBUSA’s factory-
15 authorized dealership, she was advised that the car had suffered a complete piston
16 failure in at least one cylinder and pieces from that failed piston had penetrated other
17 cylinders of the engine. Piston failure simply does not occur in modern day vehicles
18 absent a defect. The piston is an integral and basic component of an internal
19 combustion engine, whose travel inside the engine’s cylinder causes the
20 compression of the combustible fuel and air mixture that propels the vehicle.

21 3. MBUSA’s dealer advised Plaintiff that her car would require an engine
22 replacement to the tune of approximately \$20,000 or more. Despite Plaintiff
23 complaining about the need to replace an engine in a vehicle that was only a few
24 years old and with just 95,000 miles, neither MBUSA nor its dealership offered to
25 cover any part of the repairs. At no time did MBUSA or its dealer disclose to
26 Plaintiff that the premature piston failure her car had experienced was an occurrence
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1 known to MBUSA to have resulted from a prevalent defect to the M274 engine.

2 4. Unable to afford that exorbitant repair in an approximately 5-year old
3 car, Plaintiff turned to an independent mechanic who agreed to replace the engine
4 with a used long block engine at a cost of nearly \$7,000 plus exchange of Plaintiff's
5 damaged engine. With neither MBUSA nor its dealer agreeing to cover any cost of
6 the repair, Plaintiff was left to pay for this repair out of her own pocket in order to
7 have an operable car, and she did so.

8 5. Plaintiff now brings this action to seek redress for herself and all other
9 California owners and lessees of Mercedes vehicles equipped with the M274 engine
10 for MBUSA's violations of the: California Consumer Legal Remedies Act
11 ("CLRA"); California Song-Beverly Consumer Warranty Act; Commercial Code;
12 and, Unfair Competition Law ("UCL"). Plaintiff seeks, *inter alia*, statutory,
13 compensatory, and punitive damages, as well as attorneys' fees and costs of suit, as
14 classwide redress for MBUSA's violations of these statutes.

15 6. More than 30 days before filing this action, Plaintiff, through her
16 counsel, sent a CLRA demand letter to MBUSA's registered agent in California by
17 way of Certified Mail Return Receipt Requested, informing Defendant of the nature
18 of Plaintiff's grievance under the CLRA and demanding Defendant remedy it within
19 30 days of receipt of the demand letter or, barring that, Plaintiff would initiate this
20 action. MBUSA did not respond. A copy of Plaintiff's CLRA demand letter is
21 attached hereto as Exhibit 1.

22 **JURISDICTION AND VENUE**

23 7. This Court has subject matter over this action pursuant to the Class
24 Action Fairness Act, 28 U.S.C. § 1332 (as amended 2005) because this Class Action
25 Complaint pleads a class action involving more than \$5 million in controversy
26 (excluding prejudgment interest and costs) and involves a putative plaintiff class of
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1 diverse citizenship (*i.e.*, California) than Defendant's citizenship (*i.e.*, Georgia).

2 8. This Court has personal jurisdiction over Defendant Mercedes-Benz
3 USA, LLC because Defendant markets and distributes Mercedes automobiles,
4 including the ones forming the subject of this Class Action Complaint, within this
5 judicial district.

6 9. Venue is proper in this district because Plaintiff is a resident of this
7 judicial district, her vehicle was purchased and malfunctioned within this judicial
8 district, the vehicle was repaired and the damages were incurred within this judicial
9 district, and the events giving rise to Plaintiff's claims took place within this judicial
10 district. Venue in this district is therefore proper pursuant to 28 U.S.C. § 1391.

11 **THE PARTIES AND THEIR EXPERIENCES**

12 10. Plaintiff Lena Jamil is a resident of Glendale, California and is therefore
13 a citizen of California for purposes of diversity of citizenship. She is the original
14 lessee and owner of a 2016 Mercedes Benz C300 automobile, which she leased as a
15 new vehicle on or about April 2016 through a factory-authorized MBUSA dealership
16 in Los Angeles County. When her lease expired, Plaintiff purchased the vehicle
17 from Mercedes-Benz Financial Services, Defendant's authorized lessor. She still
18 owns the vehicle and has been its only registered owner.

19 11. On or about April 2022, when Plaintiff's car had logged only
20 approximately 95,000 miles, Plaintiff encountered the car's engine shuddering and
21 its unexpected loss of power on the freeway, such that the car eventually would no
22 longer restart—an obvious safety risk. After Plaintiff had the car towed to
23 MBUSA's factory-authorized dealership, she was advised the car suffered a
24 complete piston failure in at least one cylinder and pieces from that failed piston had
25 penetrated other cylinders of the engine. MBUSA's dealer advised Plaintiff that, as
26 a result of the piston failure, her car required an engine replacement that would cost
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1 approximately \$20,000 or more for parts and labor.

2 12. Despite Plaintiff complaining about the need to replace an engine in a
3 vehicle that was only a few years old and with just 95,000 miles, neither MBUSA
4 nor its dealership offered to cover any part of the repairs. At no time did MBUSA
5 or its dealer disclose to Plaintiff that the premature piston failure her car had
6 experienced was an occurrence known to MBUSA to have resulted from a prevalent
7 defect to the M274 engine. Unable to afford that exorbitant repair in a car Plaintiff
8 had just purchased three years ago after its lease ended, Plaintiff turned to an
9 independent mechanic who agreed to replace the engine with a used long block
10 engine at a cost of nearly \$7,000 plus exchange of Plaintiff's damaged engine. With
11 neither MBUSA nor its dealer agreeing to cover any cost of the repair, Plaintiff was
12 left to pay for this repair out of her own pocket in order to have an operable car, and
13 she did so.

14 13. Defendant Mercedes-Benz USA, LLC is a limited liability corporation
15 having its principal place of business at 303 Perimeter Center North in Atlanta,
16 Georgia 30346. Defendant is a subsidiary of Daimler, Inc., the manufacturer of
17 Mercedes-Benz-branded vehicles. Founded in 1965, Mercedes-Benz USA, LLC is
18 responsible for the distribution and marketing of Mercedes and Maybach
19 automobiles within the United States. Defendant was the entity responsible for
20 injecting the Mercedes-Benz vehicle currently owned by Plaintiff into the United
21 States stream of commerce.

22 **THE M274 ENGINE'S DEFECT, NHTSA'S INVESTIGATION, MBUSA's**
23 **NON-DISCLOSURE, AND CLASS MEMBERS' RESULTING HARM**

24 14. Regrettably, Plaintiff's experience is hardly anomalous, and she does
25 not bring this action on a clean slate. MBUSA has received countless reports and
26 complaints from vehicle owners who have experienced the same effect of the piston
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1 defect that plagued Plaintiff's car. At each turn, MBUSA turned a deaf ear, not only
2 failing to make or cover repairs but also failing to provide any disclosure about this
3 safety-related defect plaguing its cars. Plaintiff is just the latest victim of MBUSA's
4 material omission.

5 15. Indeed, the effects of the piston defect plaguing the M274 engine are so
6 significant and pose such a safety concern that less than two months ago, the
7 National Highway Transportation and Safety Administration's ("NHTSA") Office
8 of Defect Investigations ("ODI") opened a formal investigation of this same problem
9 after receiving customer complaints about the same and conducting an initial review.
10 A copy of NHTSA's ODI Resume document acknowledging the opening of the
11 investigation is attached hereto as Exhibit 2.

12 16. At the same time, press articles also reported on this same development
13 and highlighted the experiences of complaining M274 engine-equipped vehicle
14 owners—experiences that are almost identical to the one Plaintiff encountered. An
15 article in the automotive trade journal Autoevolution dated September 23, 2022
16 entitled, "*Feds Accept Defect Petition Regarding Mercedes M-274 Engine Issue*,"
17 details NHTSA's decision to open its investigation after receiving a consumer
18 petition to do so. A copy of that news article is attached hereto as Exhibit 3. The
19 article quotes and details another California owner's complaint—a report that may
20 as well have been lifted from Plaintiff Jamil's narrative:

21 "The complaint, which bears ID number 11450360, begins by
22 mentioning the car's 51,000 miles (82,077 kilometers). Based in
23 Chino, the owner of the C 300 reports that he was driving at 70 miles
24 per hour (113 kilometers per hour) when he heard a popping
25 sound. *'The car loses power, I pushed on the gas, and it started to
26 shake violently. I panicked as the construction on the freeway was not
27 allowing drivers a shoulder to pull over on.'*

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2 Towed to the nearest dealership, the C 300 was diagnosed with a
3 cracked piston in cylinder one.”

4 Ex. 3 hereto (*italics in original*).

5 17. Needless to say, a vehicle whose defective engine causes it, or makes it
6 prone, to lose power and shake on freeways and roadways poses a safety risk. And,
7 under California, such a defect implicating a safety risk imposes on the manufacturer
8 or seller a duty to disclose the defect even if the defect manifests after the expiration
9 of the vehicle’s warranty’s durational limit.

10 18. A piston, of course, is an integral and critical component of a car and
11 its engine. Pistons travel inside the engine’s cylinders to cause the compression of
12 the combustible fuel and air mixture that propels the vehicle. A defective piston,
13 therefore, inhibits the vehicle’s ability to move under its own power. Worse yet, in
14 this case, when the defect causes a piston to crack, particles of that cracked piston
15 are also spewed into other cylinders, thereby rendering the whole engine inoperative.
16 Here, the M274 engine left the factory assembly line with defective piston
17 components that made failure of the car virtually certain to occur during the cars’
18 useful life. Thus, independent of any safety-related risk posed by the defect,
19 MBUSA, having knowledge of this critical component defect that existed since the
20 vehicle’s assembly, also separately had a duty to disclose this defect under California
21 law.

22 19. Despite its clear legal duty to do so, MBUSA never provided any
23 disclosure to any of the putative class members about the presence of a defect to the
24 pistons of the M274 engine. That omission was material because an objectively
25 reasonable consumer would have been influenced by a disclosure that the key critical
26 component of his vehicle’s engine contained a defect that made the car prone to fail
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1 and require a complete engine replacement to the tune of approximately \$20,000, as
2 MBUSA's factory-authorized dealer demanded from Plaintiff when her car fell prey
3 to this undisclosed defect.

4 20. MBUSA knew of the defect plaguing the pistons of the M274
5 engines before their sale. For starters, MBUSA's parent company was the
6 manufacturer and assembler of the vehicle and its engine, thereby having direct and
7 unique knowledge of its properties, characteristics, defects, and shortcomings.
8 Further, MBUSA and its parent company circulated internal "Learning Modules"
9 and technical bulletins to its dealers and mechanics that detailed this defective
10 condition, its consequences, and repairs needed thereby. MBUSA, however, chose
11 not to disclose these modules or bulletins to unsuspecting consumers like Plaintiff
12 or the putative class members. Moreover, by the time Plaintiff leased and then
13 purchased her car, MBUSA had received numerous owner reports of piston failure
14 in cars equipped with the M274 engine. It disclosed nothing to consumers.

15 21. MBUSA had the choice and ability to prominently disclose this
16 defect and its consequences in a manner that would inform the putative class but
17 elected not to do so, knowing that any such disclosure would negatively affect
18 MBUSA's ability to sell or charge as much for the Class vehicles. Any such
19 disclosure—especially one implicating a safety concern as this alleged defect—
20 could have been disclosed in a manner that would have been seen by the putative
21 class in similar fashion to how automobile manufacturers disclose other safety
22 warnings. Not only could MBUSA have made a disclosure in the vehicle Owner's
23 Manual that accompanies every vehicle sale, but MBUSA also could have posted
24 such a warning on the vehicle's instrument cluster, dashboard, or other prominent
25 area of the car, ensuring that it would be viewable to any consumer countenancing
26 the purchase of the car.

1 22. Plaintiff relied on this material omission by MBUSA when she initially
2 leased and then purchased her car. Had MBUSA disclosed the defect, Plaintiff
3 would not have leased and purchased the vehicle at all or would not have done so at
4 the price and terms she did. Moreover, because MBUSA's wholesale nondisclosure
5 of the defect is a material omission, this reliance can be presumed classwide under
6 California law.

7 23. Plaintiff and all members of the putative class have been directly and
8 proximately injured and suffered financial harm as a direct and foreseeable result of
9 MBUSA's material omission and statutory violations. Plaintiff and all putative
10 class members suffered a diminution in value due to this material omission because,
11 as a result of MBUSA's nondisclosure, they paid more for their vehicle purchase or
12 lease than they would have paid had MBUSA disclosed that the vehicles' engines
13 were plagued with the piston defect. Further, those class members like Plaintiff,
14 who did experience a manifestation of the defect and were forced to pay the cost to
15 repair it (typically entailing an engine replacement), also sustained the additional
16 financial injury of being forced to expend significant out-of-pocket money to repair
17 or replace the engine or components damaged by the piston defect. In Plaintiff's
18 case, this added out-of-pocket cost to replace her engine with a used replacement
19 engine totaled approximately \$6,859 (and the trade of her damaged engine).

20
21 **CLASS ACTION ALLEGATIONS**

22 24. Pursuant to Federal Rule of Civil Procedure 23, Plaintiff brings this
23 action as a class action on behalf of all owners and lessees within California of
24 Mercedes vehicles equipped with the M274 engine, subject to the qualifications
25 listed herein. Collectively, the foregoing vehicles are referred herein as the "Class
26 vehicles." Plaintiff is the original lessee and current owner of a Class vehicle in
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1 California. Specifically excluded from the class are all judicial officers assigned to
2 this case, as well as all federal and state employees, and the employees of Defendant
3 or its corporate affiliates. Also excluded from the class definition are any individuals
4 who allegedly have suffered personal injuries as a result of the alleged defects.
5 Plaintiff reserves the right to amend or supplement this class definition as discovery
6 or other case developments warrant.

7 25. Although the exact number of class members is presently unknown,
8 Plaintiff is informed and believes, based upon the number of Mercedes-Benz
9 vehicles manufactured for sale in the U.S. that were originally equipped with the
10 M274 engine, and thereon alleges that the class will number in the thousands of
11 consumers, thereby making joinder impracticable.

12 26. Class certification is also appropriate because there are questions of fact
13 and/or law that are common to the class members. Among these common questions
14 of fact and/or law are:

15 a. Whether Defendant is responsible for injecting allegedly defective vehicles
16 into the United States' stream of commerce;

17 b. Whether the Class vehicles are defective, and, if so, the nature of the defect;

18 c. Defendant's knowledge and Defendant's concealment of the defect;

19 d. Whether Defendant violated the California CLRA, Song-Beverly
20 Consumer Warranty Act, California Commercial Code, and UCL;

21 e. Whether class members are entitled to the relief sought, and if so, the proper
22 scope of such relief.

23 27. Plaintiff's claims are typical of the claims of the absent class members
24 in that Plaintiff, like all the absent class members, claims that she is an owner of a
25 Mercedes vehicle in California that was factory-equipped with the M274 engine that
26 is defective. Plaintiff is a member of the class she seeks to represent, and the claims
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1 she advances on her own behalf are identical to the claims asserted on behalf of the
2 class.

3 28. Plaintiff is an adequate class representative in that, as a member of the
4 class and as a current owner of an allegedly defective Mercedes vehicle equipped
5 with the M274 engine, Plaintiff's interests are entirely aligned with those of the
6 class. There are no individual conflicts that prevent Plaintiff from adequately
7 representing the class. Plaintiff has also retained competent counsel experienced in
8 class action litigation.

9 29. Class certification is proper because common questions of fact and law
10 predominate over questions that may affect only individual members of the class.
11 The Class vehicles are manufactured on an assembly line setting, subject to a
12 common design and manufacturing plan, such that evidence of a defect in the engine
13 and piston components would be one that would predominate over the entire class
14 membership, as would evidence of Defendant's course of action, knowledge of the
15 alleged defect, and any alleged concealment thereof.

16 30. A class action presents a superior form of adjudication over individual
17 litigation. The costs of litigating this action against a large and sophisticated
18 defendant like MBUSA in comparison to the recovery or relief sought would make
19 individual litigation impracticable. In addition, forcing individual litigation would
20 risk the result of inconsistent rulings with respect to Defendant's duties owed to the
21 various vehicle owners and lessees.

22 31. A class action is manageable. The proposed class represents an
23 identifiable community that can be readily identified, and the relief sought is one
24 that can be overseen by the Court.
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COUNT I

(VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT)

32. Plaintiff hereby incorporates by reference each of the preceding allegations as though fully set forth herein.

33. Defendant has violated the following provisions of Cal. Civ. Code §1750 et. seq.: (a) Cal. Civ. Code §1770(a)(5): by representing that its goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have; (b) Cal. Civ. Code §1770(a)(7): by representing that its goods or services are of a particular standard, quality, or grade, if they are of another; (c) Cal. Civ. Code §1770(a)(9): by advertising goods and services with the intent not to sell them as advertised; and, (d) Cal. Civ. Code §1770(a)(14): by representing that its subscription service confers or involves rights, remedies, or obligations which it does not have or involve.

34. Defendant undertook the above and acts or practices in transactions intended to result, or which did result, in the sale of its vehicles to customers for personal, family, or household use.

35. Defendant has therefore violated the Consumers Legal Remedies Act, and Plaintiff prays for declaratory, equitable and injunctive relief authorized by that Act.

36. More than 30 days before filing this Class Action Complaint Plaintiff served Defendant with a written demand by way of Certified Mail Return Receipt Requested under California Civil Code, § 1782, seeking that Defendant provide full redress for the CLRA violations complained of. *See* Exhibit 1 hereto. Defendant did not respond.

37. Plaintiff therefore also has standing to and does seek, *inter alia*, money damages as redress for Defendant's CLRA violations, including all available

1 compensatory, statutory, punitive damages, and attorneys' fees and costs. These
2 include damages for the diminution of value sustained by all putative class members
3 as well as damages for the out-of-pocket costs of repairs sustained by those class
4 members, like Plaintiff, whose cars manifested the defect and who therefore paid
5 out-of-pocket to repair or replace the engine components damaged as a result of this
6 defect.

7 **COUNT II**

8 **(VIOLATION OF CALIFORNIA'S SONG-BEVERLY CONSUMER**
9 **WARRANTY ACT, CAL. CIV. CODE, §§1790 ET SEQ.)**

10 38. Plaintiff hereby incorporates by reference paragraphs 1-31 as though
11 fully set forth herein.

12 39. The Class vehicles equipped with the M274 engine are "consumer
13 goods" within the meaning of California Civil Code, §1791(a) and Plaintiff and all
14 class members were "buyers," "retail buyers," or "lessees" within the meaning of
15 California Civil Code, §§1791(b) and 1791(h), as concerns the purchase or lease of
16 the Class vehicles.

17 40. By operation of California law under the Song-Beverly Consumer
18 Warranty Act, Cal Civ. Code §1790 et seq., the sale and lease of each of the Class
19 vehicles carried with it an implied warranty of merchantability for the Class vehicles
20 under whose terms the vehicles were to be of merchantable quality in that they:

- 21 (1) Pass without objection in the trade under the contract description.
22 (2) Are fit for the ordinary purposes for which such goods are used.
23 (3) Are adequately contained, packaged, and labeled.
24 (4) Conform to the promises or affirmations of fact made on the container or
25 label.

1 41. Each of the Class vehicles left the assembly line in an unmerchantable
2 quality because a car manufactured with a defective piston—a critical component
3 of its engine—in the manner alleged herein would neither pass without objection in
4 the trade under the contract description nor be fit for the ordinary purpose for
5 which such cars are used. Defendant therefore breached the Song-Beverly
6 Consumer Warranty Act’s implied warranty of merchantability with respect to
7 Plaintiff’s and each of the class member’s M274 engine-equipped cars.

8 42. Defendant fraudulently concealed the presence of the vehicles’ lack of
9 merchantable quality by affirmatively concealing from, and failing to disclose to,
10 Plaintiff and the class members MBUSA’s knowledge that the M274 engine-
11 equipped Mercedes vehicles were plagued off the assembly line with a defect to
12 their pistons that made the cars prone to suffer piston failure and require engine
13 replacement, as Plaintiff experienced. MBUSA had this knowledge but provided it
14 only, at most, to its own personnel in the form of internal learning modules,
15 bulletins, and other repair documents that MBUSA affirmatively opted to keep
16 from consumers even as MBUSA was marketing and selling these defect-plagued
17 cars to Plaintiff and the class members. MBUSA’s fraudulent concealment was
18 orchestrated by MBUSA not only to avoid losing sales of the M274 engine-
19 equipped cars but also because MBUSA knew that, by failing to disclose this
20 defect, it could make extra revenues by the sale of replacement engines and parts
21 that aggrieved consumers would have to pay for to have their cars repaired.

22 43. Plaintiff and the class members have all been directly, foreseeably,
23 and proximately damaged as a result of MBUSA’s breach of its implied warranty
24 of merchantability under the Song-Beverly Consumer Warranty Act by, *inter alia*,
25 suffering a diminution of value to their defect-plagued cars and by incurring out-
26 of-pocket costs for the repair of their vehicles necessitated by MBUSA’s breach of
27 the implied warranty of merchantability.

44. Plaintiff therefore has standing to and does seek, *inter alia*, money damages as redress for Defendant's violations of the Song-Beverly Consumer Warranty Act's implied warranty of merchantability, including all available compensatory, statutory, punitive damages, and attorneys' fees and costs. These include damages for the diminution of value sustained by all putative class members as well as damages for the out-of-pocket costs of repairs sustained by those class members, like Plaintiff, whose cars manifested the defect and who therefore paid out-of-pocket to repair or replace the engine components damaged as a result of this defect.

COUNT III
**(BREACH OF IMPLIED WARRANTY ACT UNDER CALIFORNIA
COMMERCIAL CODE, §2314 ET SEQ.)**

45. Plaintiff hereby incorporates by reference paragraphs 1-31 as though fully set forth herein.

46. By operation of California law under the California Commercial Code, §2314 et seq., the sale and lease of each of the Class vehicles carried with it an implied warranty of merchantability for the Class vehicles under whose terms the vehicles were to be of merchantable quality in that they:

- (1) Pass without objection in the trade under the contract description.
- (2) Are fit for the ordinary purposes for which such goods are used.
- (3) Are adequately contained, packaged, and labeled.
- (4) Conform to the promises or affirmations of fact made on the container or label.

47. Each of the Class vehicles left the assembly line in an unmerchantable quality because a car manufactured with a defective piston—a critical component of its engine—in the manner alleged herein would neither pass without objection in

1 the trade under the contract description nor be fit for the ordinary purpose for
2 which such cars are used. Defendant therefore breached the California
3 Commercial Code's implied warranty of merchantability with respect to Plaintiff's
4 and each of the class member's M274 engine-equipped cars.

5 48. Defendant fraudulently concealed the presence of the vehicles' lack of
6 merchantable quality by affirmatively concealing from, and failing to disclose to,
7 Plaintiff and the class members MBUSA's knowledge that the M274 engine-
8 equipped Mercedes vehicles were plagued off the assembly line with a defect to
9 their pistons that made the cars prone to suffer piston failure and require engine
10 replacement, as Plaintiff experienced. MBUSA had this knowledge but provided it
11 only, at most, to its own personnel in the form of internal learning modules,
12 bulletins, and other repair documents that MBUSA affirmatively opted to keep
13 from consumers even as it was marketing and selling these defect-plagued cars to
14 Plaintiff and the class members. MBUSA's fraudulent concealment was
15 orchestrated by MBUSA not only to avoid losing sales of the M274 engine-
16 equipped cars but also because MBUSA knew that, by failing to disclose this
17 defect, it could make extra revenues by the sale of replacement engines and parts
18 that aggrieved consumers would have to pay for to have their cars repaired.

19 49. Plaintiff and the class members have all been directly, foreseeably,
20 and proximately damaged as a result of MBUSA's breach of its implied warranty
21 of merchantability under the California Commercial Code by, *inter alia*, suffering
22 a diminution of value to their defect-plagued cars and by incurring out-of-pocket
23 costs for the repair of their vehicles necessitated by MBUSA's breach of the
24 implied warranty of merchantability.

25 50. Plaintiff therefore has standing to and does seek, *inter alia*, money
26 damages as redress for Defendant's violations of the California Commercial
27 Code's implied warranty of merchantability, including all available
28

1 compensatory, statutory, punitive damages, and attorneys' fees and costs. These
2 include damages for the diminution of value sustained by all putative class
3 members as well as damages for the out-of-pocket costs of repairs sustained by
4 those class members, like Plaintiff, whose cars manifested the defect and who
5 therefore paid out-of-pocket to repair or replace the engine components damaged
6 as a result of this defect.

7 **COUNT IV**

8 **(VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW, CAL.**
9 **BUS. AND PROFESSIONS CODE, § 17200 ET. SEQ.).**

10 51. Plaintiff hereby incorporates by reference paragraphs 1-31 as though
11 fully set forth herein.

12 52. California's Unfair Competition Law ("UCL") prohibits and makes
13 actionable any unlawful, unfair, or deceptive business practice. MBUSA's actions,
14 as alleged herein, in connection with the sale and marketing of the Class vehicles
15 with a latent undisclosed defect to their piston components amounts to, at least, an
16 unlawful and deceptive business practice and, hence, a violation of the UCL.

17 53. For at least the reasons alleged in Counts I-III of this Class Action
18 Complaint, Mercedes' actions are an unlawful business practice in that MBUSA's
19 violation of the CLRA, Song-Beverly Consumer Warranty Act, and California's
20 Commercial Code is independently unlawful and violates those separate statutes.

21 54. MBUSA's marketing and sale of the Class vehicles without disclosing
22 the existence of the latent defect plaguing the cars' piston components of the M274
23 engines when Defendant knew of the defect also amounts to a fraudulently deceptive
24 business practice within the meaning of the UCL. The conduct was fraudulent and
25 deceptive because it was intended to and did mislead and deceive the Plaintiff and
26 the class members. Had MBUSA disclosed to the Plaintiff or to the public at large
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1 that the M274 engine-equipped vehicles contained a latent defect that would result
2 in their vehicle's piston and engine failing well before its useful or reasonably
3 expected lifetime, Plaintiff would not have purchased her vehicle. MBUSA knew
4 that if it were to make such a disclosure as to the existence of this latent defect,
5 consumers at large would feel and react similarly and forego their purchases of these
6 vehicles or pay less for the cars than they paid without having such a disclosure. As
7 a result, MBUSA intentionally elected to conceal its knowledge of this existing
8 latent defect.

9 55. MBUSA's business practice of marketing, distributing, and selling the
10 M274 engine-equipped cars while materially omitting any mention of the defect
11 plaguing the cars' piston components also was an unfair business practice within the
12 meaning of the UCL.

13 56. As a direct, proximate, and foreseeable result of MBUSA's unlawful
14 fraudulently deceptive, and unfair business practices, Plaintiff and the class members
15 sustained an ascertainable loss, in that: they are left with, or have paid, an expense
16 of thousands of dollars to have their vehicles repaired to remedy the defective piston
17 components and engine; their vehicles have sustained a loss or diminution of value
18 as a result of this undisclosed defect; and, have or will incur incidental expenses
19 attributable to the loss of use of the vehicle during the time that the vehicles are being
20 repaired.

21 57. Moreover, because of MBUSA's unlawful, fraudulently deceptive, and
22 unfair business practices, class members conveyed moneys and benefits to
23 MBUSA's in the form of either the purchase price or lease payments for their
24 vehicles and/or the repair and parts costs for their vehicles to repair the damage
25 caused by the defect at issue.

26 58. Plaintiff and the class members are entitled to and do seek an order of
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1 restitution forcing MBUSA to restore to them the benefits and monies they conveyed
2 to MBUSA in connection with their lease or purchase of the Class vehicles or any
3 repair or replacement of the defective parts of these vehicles.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff and the class members pray for judgment against
7 Defendant as follows:

8 a) That the Court determine that this action may be litigated as a class action,
9 and that Plaintiffs and her counsel be appointed Class representative and class
10 counsel, respectively;

11 b) That the Court enter judgment against Defendant and in favor of Plaintiff
12 and the class and its members on all counts;

13 c) That the Court declaring as a matter of law that Defendant's practices
14 alleged in this Class Action Complaint amount to violations of the California
15 Consumer Legal Remedies Act, Song-Beverly Act, California's Commercial Code,
16 and the UCL;

17 d) That all available and the full extent of recoverable damages be awarded to
18 Plaintiff and the class members according to proof;

19 e) That Defendant be ordered to pay Plaintiff and the class members punitive
20 damages;

21 f) That Defendant be ordered to fund a common fund from which any award
22 of money damages, claims, administration and notice costs, attorneys' fees, and
23 costs of suit will be paid;

24 g) That Defendant be enjoined from continuing to either market such vehicles
25 without making disclosure as to the defective nature of the vehicles' engines;

26 h) That, for Defendant's violations of the UCL, Defendant be ordered to
27

1 restore to Plaintiff and the class members the moneys conveyed to Defendant by
2 Plaintiff and the class members while Defendant was engaged in unlawful, unfair,
3 or fraudulently deceptive business practices in connection with the lease, sale, or
4 repair of the Class vehicles;

5 i) That Defendant be ordered to pay Plaintiff's counsel and class counsel's
6 attorneys' fees and costs of suit;

7 j) That Plaintiff and the class members be awarded all such other relief as this
8 Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure on all causes of action so triable.

Dated: November 7, 2022

Respectfully submitted,

THE KATRIEL LAW FIRM, P.C.

/s/ Roy A. Katriel

Roy A. Katriel, Esq. (SBN 265463)
2262 Carmel Valley Road, Suite 201
Del Mar, CA 92014
Tel: (619) 363-3333
Email: rak@katriellaw.com

THE KALFAYAN LAW FIRM, APC

Ralph B. Kalfayan (SBN 133464)
2262 Carmel Valley Road, Suite 200
Del Mar, CA 92014
Tel: (619) 232-0331
Email: ralph@rbk-law.com

Counsel for Plaintiff and the Proposed Class

EXHIBIT 1 TO CLASS ACTION COMPLAINT

Jamil v. Mercedes-Benz USA, LLC

August 23, 2022

Mercedes-Benz USA, LLC
c/o CT Corporation System (CA Registered Agent)
330 N. Brand Boulevard
Suite 700
Glendale, CA 91203

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Re: CLRA Notice and Demand Letter

Dear Mercedes-Benz USA, LLC:

Pursuant to the California Consumers Legal Remedies Act, California Civil Code § 1782, Lena Jamil notifies Mercedes-Benz USA, LLC ("MBUSA") that MBUSA has violated California Civil Code §§ 1750 et seq., and that Ms. Jamil will file a money damages claim under the California Consumer Legal Remedies Act on behalf of herself and a class of similarly situated owners and lessees in California of Mercedes vehicles equipped with the M274 engine, unless within 30 days of receipt of this letter MBUSA provides the complete relief and redress sought by her as detailed in this letter. The subject vehicles' M274 engines have a defect that makes them prone to premature piston failure—a fate suffered by Ms. Jamil. Her vehicle's piston failed prematurely, requiring an engine replacement. MBUSA's factory-authorized dealer diagnosed the problem and demanded Ms. Jamil pay approximately \$20,000 for an engine replacement to remedy the defect and the damage caused thereby. Despite Ms. Jamil's repeated demands, neither MBUSA nor its dealer agreed to offer any redress or compensation for this defect of MBUSA's own making.

Ms. Jamil, who is the original owner of her 2016 Mercedes C300, maintains that MBUSA violated the California Consumer Legal Remedies Act, including these statutory provisions: Cal. Civ. Code §§ 1770(a)(5), 1770(a)(7), 1770(a)(9), and 1770(a)(14), in connection with the distribution of Mercedes vehicles equipped with the M274 engines that bore defective piston components that MBUSA failed to disclose. Ms. Jamil's investigation, including that done through counsel, reveals this is a defect and problem affecting many similarly situated owners of Mercedes vehicles equipped with the M274 engine. MBUSA has known about this issue but offered no disclosure about it to unsuspecting purchasers or lessees like Ms. Jamil.

Ms. Jamil demands MBUSA: immediately notify her and all owners and lessees in California of Mercedes vehicles equipped with the M274 engine that a defect in the pistons of

their Mercedes vehicles exists and was known to but not disclosed by MBUSA; offer to repair or replace all M274 engines for all California owners and lessees to remedy the defective pistons in these vehicles at no cost to the owners or lessees, without regard to whether a particular vehicle is within the durational or period limits of MBUSA's express warranty; refund any costs already incurred by California owners and lessees of these vehicles who, like Ms. Jamil, paid to have their engines replaced or otherwise repaired because of the defect in the M274 engine's pistons; pay Ms. Jamil as well as all California owners and lessees of the M274 engine-equipped vehicles for the loss of value and loss of use of their vehicles because of the defective piston components; and, reimburse Ms. Jamil and California owners and lessees for the fees and expenses incurred by their attorneys in pursuing this matter. Ms. Jamil also demands that MBUSA henceforth cease offering for sale or lease, through its factory-authorized dealers, any vehicle containing a defect that makes the vehicle unduly prone to experience premature piston failure.

Sincerely,

A handwritten signature in black ink, appearing to read 'R3 Katriel', is written over the typed name.

Roy A. Katriel, Esq.

Counsel for Lena Jamil

Cc: Ralph B. Kalfayan, Esq.

EXHIBIT 2 TO CLASS ACTION COMPLAINT

Jamil v. Mercedes-Benz USA, LLC

	ODI RESUME	OFFICE OF DEFECTS INVESTIGATION  Authentic US Government Information National Highway Traffic Safety Administration uses a digital certificate to ensure the content has remained unchanged		
U.S. Department of Transportation National Highway Traffic Safety Administration	<table style="width: 100%;"> <tr> <td style="width: 50%;"> Investigation: DP 22-002 Prompted by: Petition Date Opened: 09/12/2022 Investigator: Tariq Bond Approver: Stephen Ridella Subject: Engine failure (wrist pin) </td> <td style="width: 50%; vertical-align: top;"> Reviewer: Gregory Magno </td> </tr> </table>		Investigation: DP 22-002 Prompted by: Petition Date Opened: 09/12/2022 Investigator: Tariq Bond Approver: Stephen Ridella Subject: Engine failure (wrist pin)	Reviewer: Gregory Magno
Investigation: DP 22-002 Prompted by: Petition Date Opened: 09/12/2022 Investigator: Tariq Bond Approver: Stephen Ridella Subject: Engine failure (wrist pin)	Reviewer: Gregory Magno			

MANUFACTURER & PRODUCT INFORMATION
Manufacturer: Mercedes-Benz USA, LLC Products: 2015 C300 Population: 92,539 (Estimated)
Problem Description: Improper wrist pin used in the M274 engine may cause engine failure

FAILURE REPORT SUMMARY																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;"></th> <th style="width: 15%; text-align: center;">ODI</th> <th style="width: 25%; text-align: center;">Manufacturer</th> <th style="width: 20%; text-align: center;">Total</th> </tr> <tr> <td>Complaints:</td> <td style="text-align: center;">1</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Crashes/Fires:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td>Injury Incidents:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td>Number of Injuries:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td>Fatality Incidents:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> <tr> <td>Number of Fatalities:</td> <td style="text-align: center;">0</td> <td style="text-align: center;">TBD</td> <td style="text-align: center;">TBD</td> </tr> </table>		ODI	Manufacturer	Total	Complaints:	1	TBD	1	Crashes/Fires:	0	TBD	TBD	Injury Incidents:	0	TBD	TBD	Number of Injuries:	0	TBD	TBD	Fatality Incidents:	0	TBD	TBD	Number of Fatalities:	0	TBD	TBD
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Fatality Incidents:	0	TBD	TBD																									
Number of Fatalities:	0	TBD	TBD																									

ACTION / SUMMARY INFORMATION
Action: Further evaluation of Defect Petition for a grant or deny decision
Summary: The Office of Defects Investigation (ODI) received a petition dated April 29, 2022 requesting investigation of engine piston damage attributed to improperly sized wrist pins in the M274 engine found in the owner's 2015 C300. The petitioner reported that their MY 2015 Mercedes C300 vehicle lost power while driving at highway speeds accompanied by shaking, white smoke from the exhaust, and a burnt oil smell. Subsequent diagnosis at the dealership identified a cracked piston. The petition alleges that all Mercedes-Benz models equipped with a variation of the M274 engine should be included in the evaluation and cites Mercedes TSB LI03.10-P-060916. The petitioner's vehicle is equipped a 2.0L M274 DE20LA engine calibrated to run on 91 Octane or higher gasoline and contains diamondlike coating (DLC) wrist pins. None of the other Mercedes models referenced in the petition contain this engine configuration. Thus, the scope of the petition will primarily focus on those vehicles that contain DLC coated wrist pins like those in the petitioner's vehicle. This defect petition has been opened to evaluate the allegations raised and conditions reported in the petition and to determine whether to grant or deny the petition. The petition itself can be reviewed at NHTSA.gov under ODI Number 11450360.

XENTRY**SB-10058545-4447****Clattering/rattling engine noise on deceleration**

Topic number	LI03.10-P-060916
Version	4
Design group	03.10 Connecting rods, pistons
Date	07-01-2015
Validity	Engine 274.920 (LS) Modified wrist pins are installed as of engines: 274 920 E0 043259 (as of about April 20, 2015) and 274 920 30 406602 (as of about March 27, 2015)
Reason for change	Cause, Remedy and Validity updated
Reason for block	

Complaint:

Clattering/rattling or knocking noise from the crank assembly of the engine when cold at oil temperatures up to approx. 50°C mostly heard on engine deceleration. The noise diminishes with the increased engine temperature and is not noticeable with engine at operating temperature.

Cause:

The knocking noise might be attributed to the unfavorable tolerance of the piston wrist pin resulting in enlarge end float of the connecting rod in the piston.

Remedy:

Compare the engine sound with another vehicle - the normal sound related to the injectors shutting off during engine deceleration or other general sounds of operation of an direct injected engine might be mistaken for an abnormal engine noise.

Compare the engine sound to the sound attached to this LI if it is similar. If possible compare to other similar vehicles - preferably to vehicles after clean point. Perform other checks such as switching on and off consumers (A/C, lights, radio, etc.) or removing the drive belt to aid in noise analysis. In addition, observe any changes in noise levels with oil pressure switch disconnected (located on the front of the engine next to the harmonic balancer).

If it is determined that the complaint relates to that described in the "Cause", the repair would require replacement of all connecting rods, pistons and rod bearings (some needed replacement parts are listed in parts table). The Lanche-ster balancer bolts will need to be replaced as well. Always refer to the EPC for latest parts specification.

Note:

Refer to the attachment for a WIS draft document with instructions for pistons r&r - or go to temporary postings on STI. Follow other WIS documents during repair (such as instructions for adjusting backlash play at Lanche-ster balancer).

Note:

Please check parts availability before scheduling an appointment for repairs.

Follow parts return policy on replacement parts as the pistons and rods will be inspected at the QEC.

Attachments	
File	Description
M274 LS engine noise.MP3	Engine noise with Y130 connected
Kolben aus-, einbauen_M274_engl.pdf	WIS draft pistons r&r document

XENTRY

Symptoms
Power generation / Engine noise / Knocking/clacking
Power generation / Engine noise / Chattering
Power generation / Engine noise / Rattling
Power generation / Engine noise / Clattering

Parts						
Part number	ES1	ES2	Designation	Quantity	Note	EPC
A 274 030 09 00			Piston	4		X
A 270 030 01 20			Connecting rod	4		X
A 271 038 01 10			Bearing	8		X
A 002 990 24 03			Lanchester balancer bolt short	2		X
A 003 990 04 03			Lanchester balancer bolt long	2		X
A 274 016 00 20			Head gasket	1		X
A 000 016 05 69			Head bolt	10		X

Work units				
Op. no.	Operation text	Time	Damage code	Note
94-1013	LOCATE NOISE		03304 17	
54-7989	D/C GROUND LINE		03304 17	
83-1762	A/C DRAIN FILL		03304 17	
01-2800	ENGINE REMOVE/INSTALL		03304 17	
01-4270	ENGINE STAND		03304 17	
01-5765	CYLINDER HEAD R&R		03304 17	
01-6821	EXTRA WORK FOR CYL HEAD W/ AU-TO TRANS		03304 17	
03-7061	PISTONS R&R		03304 17	
03-7311	PISTON RINGS		03304 17	
83-6623	A/C DRYER		03304 17	
54-0650	12V		03304 17	
54-1011	QUICK TEST		03304 17	
40-6500	4MATIC ONLY ALIGNMENT		03304 17	May claim necessary adjustments. See ASRA

WIS-References			
Document number	Title	Note	Allocation
AR01.10-P-2401MRA	Remove engine with trans-mission		Remedy
AR01.30-P-5800MRB	Remove the cylinder head		Remedy

XENTRY

AR03.20-P-1100MRA	Remove Lanchester balancer		Remedy
AR03.10-A-7021TPX	Pistons removal and installation	Draft only - not official WIS document. Refer to Attachments or Star TekInfo Temporary Postings	Remedy

Validity		
Vehicle	Engine	Transmission
205.048	*	*
205.049	*	*

Full model designation breakdown		
Vehicle	Engine	Transmission
205.048	274.920	722.994
205.048	274.920	725.011
205.049	274.920	722.969

EXHIBIT 3 TO CLASS ACTION COMPLAINT

Jamil v. Mercedes-Benz USA, LLC



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Feds Accept Defect Petition Regarding Mercedes-Benz M274 Engine Issue

Home > News > Safety

23 Sep 2022, 14:42 UTC · By [Mircea Panait](#)

Recently called back over trunk moisture accumulation, the [C 300](#) has been hit with yet another problem. The Office of Defects Investigation within the National Highway Traffic Safety Administration received a petition requesting investigation of engine piston damage attributed to improperly-sized wrist pins in the M274 2.0-liter turbocharged four-cylinder engine of a 2015 model year Mercedes-Benz C 300.



6 photos

The complaint, which bears ID number 11450360, begins by mentioning the car's 51,000 miles (82,077 kilometers). Based in Chino, the owner of the C 300 reports that he was driving at 70 miles per hour (113 kilometers per hour) when he heard a popping sound. *"The car loses power, I pushed on the gas, and it started to shake violently. I panicked as the construction on the freeway was not allowing drivers a shoulder to pull over on."*

As fate would have it, he was lucky enough to be driving at 2:00 am when there was little traffic. The M274-engined C 300 then started blowing thick white smoke through the exhaust, and the owner thought for a moment that his compact executive sedan would explode from the smell of burning oil. Not long after, he discovered oil everywhere in the engine bay.

Towed to the nearest dealership, the C 300 was diagnosed with a cracked piston in cylinder one. The cracked piston allowed engine oil to mix with the

MERCEDES BENZ

MODELS:

MERCEDES BENZ C-Class T-Modell (S206)
Compact

MERCEDES BENZ A-Class
Compact

MERCEDES BENZ A-Class Sedan
Compact

MERCEDES BENZ CLS
Medium

MERCEDES BENZ EQE SUV
Compact SUV

MERCEDES BENZ C-Class (W206)
Compact

MERCEDES BENZ EQS
Medium SUV

MERCEDES BENZ EQS (V297)
Upper Premium

MERCEDES BENZ EQB
Medium SUV

MERCEDES BENZ T-Class
Upper Premium

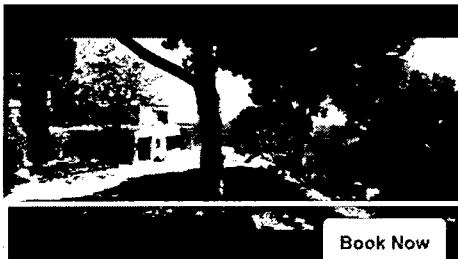
ALL MERCEDES BENZ MODELS →

MORE ON THIS:

- 1 Mercedes Honors Roger Federer With One-Off Neon-Yellow Mercedes-AMG GT 63 S E PERFORMANCE
- 2 2023 Mercedes-Benz GLC Starts Production in Bremen and Sindelfingen
- 3 VATH Gives the Mercedes-Benz V-Class a Sportier, More Stylish Look
- 4 Thousands of Brand-New Mercedes-Benz Cars Sit on an Unused Airfield, Here's Why
- 5 Mercedes-Maybach S 580 Flaunts Executive White n' Black 'Tuxedo Edition' Look on 22s

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Highway Traffic Safety Administration, further states that Mercedes-Benz published a technical bulletin regarding a faulty wrist pin that was causing the pistons to eventually crack.

The owner is referring to manufacturer communication number LI03-10P060916, which clearly states unfavorable tolerance of the piston wrist pin, resulting in knocking, clattering, and rattling noises. This condition makes a mess inside the engine, hence all that oil in the engine bay.

Modified wrist pins were installed as of March 27th and April 20th, 2015 according to Mercedes-Benz. Turning our attention back to the man's petition, he accuses Mercedes of lying about the problem. *"Prior to all this happening, the car always made a tap-tap-tap sound from the engine and Mercedes' said it was normal for 4-cylinder turbos to make this sound (sounded like a diesel). But it turned out to be the loose wrist pin."*

Given time, we'll see if the federal watchdog will delve deeper into this engine issue affecting a yet-undetermined number of M274 engines.

Follow **autoevolution** on Google News
 Download attachment: M274 defect petition (PDF)

#2015 MERCEDES-BENZ C 300 #DEFECT

#MERCEDES-BENZ C 300 #M274 #ENGINE

#MERCEDES-BENZ #ISSUE #NHTSA



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COVERSTORY →

AWD 4-Rotor Mazda RX-7 Took Six Years to Build and It's Finally Ready

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)
OR OF PARTY APPEARING IN PRO PER

CLEAR FORM

Roy A. Katriel (SBN 265463)
 THE KATRIEL LAW FIRM, P.C.
 2262 Carmel Valley Rd., Suite 201
 Del Mar, CA 92014
 Telephone: (619) 363-3333

ATTORNEY(S) FOR: Plaintiff

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

LENA JAMIL, On Behalf Of Herself And All
 Others Similarly Situated,

Plaintiff(s),

v.

MERCEDES-BENZ USA, LLC

Defendant(s)

CASE NUMBER:

2:22-cv-8130

**CERTIFICATION AND NOTICE
 OF INTERESTED PARTIES
 (Local Rule 7.1-1)**

TO: THE COURT AND ALL PARTIES OF RECORD:

The undersigned, counsel of record for Plaintiff Lena Jamil
 or party appearing in pro per, certifies that the following listed party (or parties) may have a pecuniary interest in
 the outcome of this case. These representations are made to enable the Court to evaluate possible disqualification
 or recusal.

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY**CONNECTION / INTEREST**

Lena Jamil	Plaintiff and putative class representative
Mercedes-Benz USA, LLC	Defendant
Roy A. Katriel	Counsel for Plaintiff and the putative class
Ralph B. Kalfayan	Counsel for Plaintiff and the putative class
The Katriel Law Firm, P.C.	Law Firm of Counsel of Counsel for Plaintiff
The Kalfayan Law Firm, APC	Law Firm of Counsel for Plaintiff

11/07/2022

Date

/s/ Roy A. Katriel

Signature

Attorney of record for (or name of party appearing in pro per):

Plaintiff Lena Jamil

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to:

District Judge **Fernando L Aenlle-Rocha**
Magistrate Judge **Alexander F. MacKinnon**

The case number on all documents filed with the Court should read as follows:

2:22-cv-08130 FLA (AFMx)

District judges in the Central District of California refer all discovery-related motions to the assigned magistrate judge pursuant to General Order No. 05-07. Discovery-related motions should be noticed for hearing before the assigned magistrate judge. Please refer to the assigned judges' Procedures and Schedules, available on the Court's website at www.cacd.uscourts.gov/judges-requirements, for additional information.

Clerk, U.S. District Court

November 8, 2022
Date

By /s/ Luz Hernandez
Deputy Clerk

ATTENTION

The party that filed the case-initiating document in this case (for example, the complaint or the notice of removal) must serve a copy of this Notice on all parties served with the case-initiating document. In addition, if the case-initiating document in this case was electronically filed, the party that filed it must, upon receipt of this Notice, promptly deliver mandatory chambers copies of all previously filed documents to the newly assigned-district judge. See L.R. 5-4.5. A copy of this Notice should be attached to the first page of the mandatory chambers copy of the case-initiating document.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

LENA JAMIL

Plaintiff(s)

v.

MERCEDES-BENZ USA, LLC

Defendant(s).

CASE NUMBER:

2:22-cv-08130-FLA-AFM

**NOTICE TO PARTIES OF
COURT-DIRECTED ADR PROGRAM**

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. *See* L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. *See* L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. *See* General Order No. 11-10, §5. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under "ADR."

Pursuant to L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties *before* the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. *See* L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Clerk, U.S. District Court

November 8, 2022
Date

By /s/ Luz Hernandez
Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)
Counsel are required to furnish and discuss this Notice with their clients.**

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years of legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come to the initial scheduling conference prepared to discuss the parties' choice of ADR option. The ADR options available are: a settlement conference before the magistrate judge assigned to the case or the magistrate judge in Santa Barbara, the Court Mediation Panel, and private mediation. Counsel are also required to indicate the client's choice of ADR option in advance of the initial scheduling conference. *See* L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

Each year thousands of civil cases are filed in this district, yet typically no more than one percent go to trial. Most cases are settled between the parties, voluntarily dismissed, resolved through Court-directed or other forms of ADR, or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

LENA JAMIL

PLAINTIFF(S),

v.

MERCEDES-BENZ USA, LLC

DEFENDANT(S).

CASE NUMBER:

2:22-cv-08130-FLA-AFM

**Notice to Counsel Re Consent to Proceed
Before a United States Magistrate Judge**

The parties are advised they may consent to proceed before any available magistrate judge participating in the Voluntary Consent to Magistrate Judges Program to conduct all further proceedings in the case pursuant to 28 U.S.C. § 636(c) and Federal Rules of Civil Procedure 73. The consent list and consent form are available on the court's website at <http://www.cacd.uscourts.gov/judges-requirements/court-programs/voluntary-consent-magistrate-judges-program>. To confirm a particular magistrate judge's availability to schedule the trial in the time frame desired by the parties and/or willingness to accommodate any other special requests of the parties, please contact the magistrate judge's courtroom deputy prior to filing the consent.

Since magistrate judges do not handle felony criminal trials, civil trial dates are not at risk of being preempted by a felony criminal trial, which normally has priority. Further, in some cases, the magistrate judge may be able to assign an earlier trial date than a district judge. The parties can select a participating Magistrate Judge from any of the three divisions in the Central District of California. There may be other advantages or disadvantages which you will want to consider.

The plaintiff or removing party must serve this Notice on each named party in the case.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

Lena Jamil, On Behalf Of Herself And All Others Similarly Situated

DEFENDANTS (Check box if you are representing yourself ☐)

Mercedes-Benz USA, LLC

(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

THE KATRIEL LAW FIRM, P.C.
2262 Carmel Valley Rd., Suite 201
Del Mar, CA 92014 Tel: 619-363-3333

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff ☐ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant ☒ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☒ 1 | ☐ 1 | Incorporated or Principal Place of Business in this State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☒ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. ORIGIN (Place an X in one box only.)

- ☒ 1. Original Proceeding ☐ 2. Removed from State Court ☐ 3. Remanded from Appellate Court ☐ 4. Reinstated or Reopened ☐ 5. Transferred from Another District (Specify) ☐ 6. Multidistrict Litigation - Transfer ☐ 8. Multidistrict Litigation - Direct File

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT:** \$ over \$5 million**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 USC Sec. 1332(d) - Class action on behalf of CA owners and lessees of allegedly defective Mercedes vehicles**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
☐ 375 False Claims Act	☐ 110 Insurance	☐ 240 Torts to Land	☐ 462 Naturalization Application	Habeas Corpus:	☐ 820 Copyrights
☐ 376 Qui Tam (31 USC 3729(a))	☐ 120 Marine	☐ 245 Tort Product Liability	☐ 465 Other Immigration Actions	☐ 463 Alien Detainee	☐ 830 Patent
☐ 400 State Reapportionment	☐ 130 Miller Act	☐ 290 All Other Real Property	TORTS	☐ 510 Motions to Vacate Sentence	☐ 835 Patent - Abbreviated New Drug Application
☐ 410 Antitrust	☐ 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	☐ 530 General	☐ 840 Trademark
☐ 430 Banks and Banking	150 Recovery of Overpayment & Enforcement of Judgment	☐ 310 Airplane	☐ 370 Other Fraud	☐ 535 Death Penalty	☐ 880 Defend Trade Secrets Act of 2016 (DTSA)
☐ 450 Commerce/ICC Rates/Etc.	☐ 151 Medicare Act	☐ 315 Airplane Product Liability	☐ 371 Truth in Lending	Other:	SOCIAL SECURITY
☐ 460 Deportation	152 Recovery of Defaulted Student Loan (Excl. Vet.)	☐ 320 Assault, Libel & Slander	☐ 380 Other Personal Property Damage	☐ 540 Mandamus/Other	☐ 861 HIA (1395ff)
☐ 470 Racketeer Influenced & Corrupt Org.	☐ 153 Recovery of Overpayment of Vet. Benefits	☐ 330 Fed. Employers' Liability	☐ 385 Property Damage Product Liability	☐ 550 Civil Rights	☐ 862 Black Lung (923)
☐ 480 Consumer Credit	☐ 160 Stockholders' Suits	☐ 340 Marine	BANKRUPTCY	☐ 555 Prison Condition	☐ 863 DIWC/DIWW (405 (g))
☐ 485 Telephone Consumer Protection Act	☐ 190 Other Contract	☐ 345 Marine Product Liability	☐ 422 Appeal 28 USC 158	☐ 560 Civil Detainee Conditions of Confinement	☐ 864 SSID Title XVI
☐ 490 Cable/Sat TV	☐ 195 Contract Product Liability	☐ 350 Motor Vehicle	☐ 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	☐ 865 RSI (405 (g))
☐ 850 Securities/Commodities/Exchange	☐ 196 Franchise	☒ 355 Motor Vehicle Product Liability	CIVIL RIGHTS	☐ 625 Drug Related Seizure of Property 21 USC 881	FEDERAL TAX SUITS
☐ 890 Other Statutory Actions	REAL PROPERTY	☐ 360 Other Personal Injury	☐ 440 Other Civil Rights	☐ 690 Other	☐ 870 Taxes (U.S. Plaintiff or Defendant)
☐ 891 Agricultural Acts	☐ 210 Land Condemnation	☐ 362 Personal Injury-Med Malpractice	☐ 441 Voting	LABOR	☐ 871 IRS-Third Party 26 USC 7609
☐ 893 Environmental Matters	☐ 220 Foreclosure	☐ 365 Personal Injury-Product Liability	☐ 442 Employment	☐ 710 Fair Labor Standards Act	
☐ 895 Freedom of Info. Act	☐ 230 Rent Lease & Ejectment	☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability	☐ 443 Housing/Accommodations	☐ 720 Labor/Mgmt. Relations	
☐ 896 Arbitration		☐ 368 Asbestos Personal Injury Product Liability	☐ 445 American with Disabilities-Employment	☐ 740 Railway Labor Act	
☐ 899 Admin. Procedures Act/Review of Appeal of Agency Decision			☐ 446 American with Disabilities-Other	☐ 751 Family and Medical Leave Act	
☐ 950 Constitutionality of State Statutes			☐ 448 Education	☐ 790 Other Labor Litigation	
				☐ 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? ☐ Yes ☒ No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF ☐ Los Angeles, Ventura, Santa Barbara, or San Luis Obispo ☐ Orange ☐ Riverside or San Bernardino	INITIAL DIVISION IN CACD IS Western Southern Eastern	
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? ☐ Yes ☒ No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co? <i>check one of the boxes to the right</i> → B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. ☐ Enter "Southern" in response to Question E, below, and continue from there. NO. Continue to Question B.2. YES. Your case will initially be assigned to the Eastern Division. ☐ Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. ☐ Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? ☐ Yes ☒ No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co? <i>check one of the boxes to the right</i> → C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. ☐ Enter "Southern" in response to Question E, below, and continue from there. NO. Continue to Question C.2. YES. Your case will initially be assigned to the Eastern Division. ☐ Enter "Eastern" in response to Question E, below, and continue from there. NO. Your case will initially be assigned to the Western Division. ☐ Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☒
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	☐	☐	☐
D.1. Is there at least one answer in Column A? ☐ Yes ☒ No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? ☐ Yes ☒ No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓		
QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CACD WESTERN ☒		
QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? ☐ Yes ☒ No			

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**IX(a). IDENTICAL CASES:** Has this action been previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?☒ NO☐ YES

If yes, list case number(s): _____

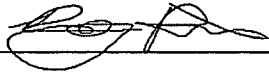
Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY**(OR SELF-REPRESENTED LITIGANT):** _____

DATE: 11/07/2022

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))