

EXHIBIT 1

FIRST AMENDED CLASS ACTION COMPLAINT

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

TERI CALLEN, STEVE BURTON,
PAUL FINKENAUER, and LORNE
COLLIER,

On behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

DAIMLER AG and MERCEDES
BENZ USA, LLC,

Defendants.

Case No 1:19-CV-01411-TWT

Jury Trial Demanded

**FIRST AMENDED
CLASS ACTION COMPLAINT**

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INTRODUCTION

1. Plaintiffs Teri Callen, f/k/a Teri Kimball-Callen Stomski, Steve Burton, Paul Finkenauer, and Lorne Collier (collectively, “Plaintiffs”) bring this putative class action complaint against Defendants Daimler AG and Mercedes Benz USA, LLC.

2. Plaintiffs bring this action individually and on behalf of all others similarly situated and allege upon personal knowledge, information, and belief that Defendants Daimler AG (“Daimler”) and Mercedes Benz USA, LLC (“MBUSA” and collectively “Mercedes” or “Defendants”) are liable to them and the putative Class under federal and state law for defective materials, workmanship, engineering, manufacturing, development, marketing, and sale of vehicles with defective interior burlled walnut veneer wood finish trim and burlled walnut veneer designo wood trim (in brown) (the “Burl Walnut Wood Trim” or “Burl Walnut Trim Defect”).

3. The vehicles at issue in this litigation include, but may not be limited to, the W212 Mercedes E Series (years 2009 to 2016) equipped with Mercedes’ Burl Walnut Wood Trim (“Class Vehicles”).¹

¹ Discovery will enable Plaintiffs to more precisely determine which model-years share the same uniform (and uniformly defective) wood trim, but upon information and belief, this list includes all affected models and model years.

4. This action is brought to remedy violations of law in connection with Defendants' materials, workmanship, engineering, manufacturing, development, marketing, advertising, selling, warranting, and servicing of the Class Vehicles. The Class Vehicles were all equipped by Mercedes with their Burl Walnut Wood Trim, which has a serious latent defect that causes the trim to substantially fade, grow discolored, and become cloudy over time, with wild variations in where and when the areas of the trim deteriorate, leaving certain areas unaffected and other areas dramatically affected within the same vehicle. Notably, Mercedes cars and SUV's of similar ages to Plaintiffs' vehicles, and which utilized other available trims, are not known to have similar issues.

**MERCEDES' KNOWLEDGE AND ACTIVE CONCEALMENT OF THE DEFECT
(SUMMARY OF MERCEDES' BAD ACTS)**

5. Mercedes knew, prior to Plaintiffs' purchases, and in fact before any purchase of the Class Vehicles by any Class member that purchased a Class Vehicle after the fall of 2009, that the Burl Walnut Wood Trim itself was defective and that their installation of the defective trim would lead to the problems Plaintiffs and Class members are experiencing. However, instead of proactively fixing the known issue, Mercedes instructed their dealers to hide the defect.

6. Specifically, a "Wood Trim Fading or Discoloring Technical Service Bulletin" (LI68.10-P-050) was issued by Mercedes as early as November 22, 2010,

and that bulletin specifically identified the issue (the “First TSB”). The second version of the First TSB is attached as Exhibit A.² The First TSB noted that “[f]ading or discoloration of the burl walnut trim may develop. The most common affected areas are either behind the SRS label (Fig. 1 – passenger side instrument panel) or on the front doors when removing the interior shipping protection material. Other areas may also be affected.” Ex. A, p. 1. A visual example of an affected area was provided:

Fading or discoloration of the burl walnut trim may develop. The most common affected areas are either behind the SRS label (Fig. 1 - passenger side instrument panel) or on the front doors when removing the interior shipping protection material. Other areas may also be affected.

ATTACHMENTS



Fig. 1: Example Of A Faded Area Behind Removed SRS Label

Ex. A, p. 1.

² Plaintiffs are unable to locate the first version of the TSB, but it was issued before November 22, 2010.

7. The cause of the defect is indicated as “Inadequate UV (ultra violet) ray protection.” *Id.* The remedy indicated in the First TSB is to “[r]eplace all wood trim panels with parts kit number as per SI68.30-P-0003A.” *Id.*

8. The First TSB claimed that the Class Vehicles included “Model W212/S212 Affected VIN range: A000988 to A291888 with burl walnut wood trim (sales code 731).”

9. Rather than fixing the issue in all of the Class Vehicles, Mercedes decided to instruct dealers to take measures to hide the defect.

10. Mercedes instructed dealers that, “[f]or vehicles within dealer inventory, it is advisable to inspect these vehicles for fading or discoloration. ***If fading or discoloration is not present then relocate the SRS label to an area on the instrument panel / lower control panel (Fig. 2) and remove any interior transportation protection material from the wood surfaces, such as used on the doors.*** Mercedes provided a visual example of where the dealer should put the SRS label:



G00105497

Fig. 2: Example of SRS Label Location

11. In other words, Mercedes told dealers to check for the fading/discoloration, and if it was not currently visible, Mercedes instructed the dealers to move the stickers so that future fading was not noticeable (the covered area not being subject to any light that contributed to the fading). Apparently, Mercedes believed that if a sticker was not covering part of an area of the trim that was otherwise fading, the fading, though still present, would not be noticeable until long after the customer drove off the lot in their new car.

12. Three years after issuance of the First TSB, Mercedes issued yet another technical service bulletin covering the defect. That bulletin, titled “Fading of Wood Trim in Model Series 212 Technical Service Bulletin” (LI68.30-P-053962) was issued on November 25, 2013 (the “Second TSB”). Version 4 of that Second TSB³ is attached as Exhibit B (Plaintiffs were unable to locate Version 1 of the Second TSB, but it was likely issued much earlier than November of 2013). Similar to the First TSB, the Second TSB acknowledged “[f]ading of the burred walnut veneer wood finish trim parts,” and it noted that the defect was that “UV radiation can cause fading in some cases.” Ex. B, p. 1. The remedy was to replace the affected Burl Walnut Wood Trim with “parts kit of burred walnut veneer wood finish trim . . . from the GLC.” *Id.* Upon information and belief, many versions of the Second TSB were issued, with up to nine (9) versions known to Plaintiffs (Version 9 was issued on August 18, 2015, and is attached as Exhibit C).

13. Unlike the First TSB, which attempted to limit the defective vehicles to those with VIN range: A000988 to A291888, the Second TSB claimed that the Class Vehicles included “MODEL 212 with CODE (731) Burred walnut veneer wood finish trim” and “MODEL 212 with CODE (W 60) Burred walnut veneer designo wood trim, brown.” *See* Ex. B, p. 1; Ex. C, p. 1. In other words, the Second TSB

³ Plaintiffs have been unable to locate versions 1 through 3 of this TSB.

acknowledged that the entire W212 E Series lineup (2010 to 2016) was affected. *See* Ex. B and Ex. C.

14. Although the visual aspect of this defect manifested itself over time (some quickly and some more slowly), Mercedes knew of the defect well prior to the sale of the Class Vehicles, and probably knew about the issue at least as early as the first year of production of the W212 E Series car (2010); yet Mercedes continued to put the latently defective Class Vehicles on the market. Based on public information, it appears that Mercedes sold almost 500,000 E series vehicles between 2010 and 2016 in the United States. Upon information and belief, a large majority of those vehicles were Class Vehicles (those with Burl Walnut Wood Trim).

15. Mercedes breached their express and implied warranties by continuing to sell the defective Class Vehicles and refusing to remedy the issues; instead, actively concealing them from Plaintiffs and the putative Class members.

16. Mercedes also was unjustly enriched at Plaintiffs' expense and fraudulently suppressed their knowledge of the issues with the Burl Walnut Wood Trim on the Class Vehicles in violation of various state consumer protection laws.

PARTIES

17. Plaintiff Teri Callen, f/k/a Teri Kimball-Callen Stomski ("Plaintiff Callen" or "Callen") is an adult resident and citizen of South Carolina. She

purchased her Class Vehicle from an authorized Mercedes dealership in North Carolina at a time when she was an adult resident and citizen of North Carolina.

18. Plaintiff Steve Burton (“Plaintiff Burton” or “Burton”) is an adult resident and citizen of Oregon. He purchased his Class Vehicle from an authorized Mercedes dealership in Sylvania, Ohio at a time when he was an adult resident and citizen of Oregon.

19. Plaintiff Paul Finkenauer (“Plaintiff Finkenauer” or “Finkenauer”) is an adult resident and citizen of Virginia. He purchased his Class Vehicle from a warrantied owner in Williamsburg, Virginia, who bought the vehicle from an authorized Mercedes dealership.

20. Plaintiff Lorne Collier (“Plaintiff Collier” or “Collier”) is an adult resident and citizen of New Jersey. He purchased his Class Vehicle from an Audi Warrington in Warrington, Pennsylvania

21. Defendant MBUSA is a Delaware corporation with its principal place of business in Atlanta, Georgia. It is therefore a citizen of Delaware and Georgia.

22. MBUSA is a wholly owned subsidiary of Daimler.

23. At all times relevant herein, MBUSA has been and has acted as an agent of Daimler and was and is subject to Daimler’s control.

24. Defendant Daimler is a German corporation with its principal place of business in Stuttgart, Germany.

25. Mercedes engineered, manufactured, developed, marketed, distributed, sold, leased, and warranted the Class Vehicles. Mercedes also developed and disseminated the manuals, warranty booklets, advertisements, and promotional materials relating to the vehicles.

26. At all times relevant herein, Daimler (itself and through its related entities) engaged in the business of engineering, developing, and manufacturing the Class Vehicles.

27. Upon information and belief, Daimler maintained final decision-making control over materials, workmanship, engineering, manufacturing, and development of the Class Vehicles, including their defective interior surfaces, and therefore is an essential party to this action concerning a defect in the Class Vehicles' interior wood trim.

28. Upon information and belief, Daimler has, and at all relevant times had, the contractual right to exercise, and in practice has exercised, control over MBUSA's work, including but not limited to the materials, workmanship, engineering, manufacturing, and development of Class Vehicles, the manner of Class Vehicles' marketing and advertisement, the scope of written warranties, the

scope of repairs in practice to be covered under warranty, and representations made and facts withheld from consumers and the public about the Burl Walnut Trim Defect.

29. Daimler has been directly involved in assisting, directing, and controlling MBUSA, and MBUSA's authorized dealers' handling of Class member complaints regarding the Defective Trim.

30. Daimler has held MBUSA out as its agent for all purposes in the United States, but especially for sales and marketing of Class Vehicles and for ongoing management of relationships with purchasers and lessees of Class Vehicles.

31. Daimler established MBUSA as its wholly-owned subsidiary company. It named MBUSA with its official "Mercedes-Benz" title. It provided MBUSA with marketing and technical materials intentionally avoiding any distinction between MBUSA and Daimler. Daimler officially and publicly held out MBUSA as Daimler's presence in the United States for purposes of selling and leasing "Mercedes-Benz" brand vehicles and providing related services.

32. Based on the foregoing actions, representations, and omissions, MBUSA's representations regarding the Class Vehicles that were the responsibility of Daimler in, for example, Daimler's materials, workmanship, engineering,

manufacturing, and development of the Class Vehicles, Plaintiffs were injured because of their purchase or lease of defective Class Vehicles.

JURISDICTION AND VENUE

33. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one class member is of diverse citizenship from one defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

34. This Court also has federal question jurisdiction over this action under 28 U.S.C. § 1331 because this case includes claims arising under federal law.

35. This Court has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367(a).

36. This Court has personal jurisdiction over MBUSA because MBUSA is authorized to do business in this District, conducts substantial business in this District, has its principal place of business in this District, is at home in this District, and some of the actions giving rise to the complaint took place in this District. Each of these facts independently, but also all of these facts together, are sufficient to render the exercise of general personal jurisdiction by this Court over MBUSA permissible under traditional notions of fair play and substantial justice.

37. This Court also has personal jurisdiction over MBUSA under 18 U.S.C. § 1965 because MBUSA is found in, has an agent in, or transacts business in this District.

38. This Court has personal jurisdiction over Daimler because Daimler has continuous and systematic general business contacts in this District.

39. By headquartering its wholly owned subsidiary MBUSA in this District, and using MBUSA as its channel for marketing, distributing, warranting, selling and leasing the Daimler-engineered, manufactured, and developed Class Vehicles in this District and the United States, Daimler has deliberately taken affirmative steps to make Daimler-engineered, manufactured, and developed Class Vehicles available to consumers in this District and the rest of Georgia, including Plaintiffs and Class members; created continuing obligations between Daimler and residents of this District; and purposefully availed itself of the benefits and protections of conducting business in this District.

40. Daimler employees and representatives regularly visit, conduct business, and oversee operations at MBUSA's headquarters in this District, thereby continuously conducting business in this District.

41. Further, Daimler's wholly owned subsidiary MBUSA is at home in this District, and MBUSA's contacts in this District can be attributed to Daimler.

42. Further, MBUSA is an agent of Daimler, and by MBUSA acting as Daimler's agent, such contacts by MBUSA are imputed to Daimler.

43. Venue is proper in this District under [28 U.S.C. § 1391\(b\)](#) because Mercedes, as corporations, are deemed to reside in any judicial district in which they are subject to personal jurisdiction.

44. Additionally, Mercedes transact business within the District, MBUSA has its principal place of business in this District, and some of the events establishing the claims occurred in this District.

FACTS

A. GENERAL FACTS

45. Each Class Vehicle is a luxury vehicle that comes with a relatively high price tag in exchange for a vehicle that is superior to others in looks, drivability, fit, and finish. Plaintiffs and the putative Class members sought out the Class Vehicles and purchased the Class Vehicles intentionally after seeing and relying on Mercedes ads. The choice of Mercedes with the Burl Walnut Wood Trim interior was no mistake—when the Burl Walnut Wood Trim is in the condition in which it is sold and should remain, it has a particularly unique interior fit and finish that gives the cars a luxurious look that other interiors do not replicate. Indeed, the Burl Walnut Wood Trim is the most common interior used in Mercedes brand vehicles, and it is

the trim that is the most associated with the Mercedes brand—it is central to the Mercedes branding.

46. The condition of the interior trim on the Class Vehicles is an important aspect of their overall value, is considered by first purchasers as well as secondary purchasers, and determines whether a car will sell at fair market value or not. Burl Walnut Wood Trim specifically is known to last 20+ years without discoloration, fading, or developing a cloudy appearance. Its resilient and durable nature and rich visual appearance has made it a favorite interior of Defendants for decades.

47. The defects in the Burl Walnut Wood Trim have affected the resale and value of the Class Vehicles. Defendants recognize this as they advertised the quality of their interior finishes and offer lower values for cars with interior and trim problems such as those on the Class Vehicles. This is proven by the fact that Defendants seriously discount their offers for any buybacks or secondary purchases of Class Vehicles showing fading, discoloration, and cloudiness in the trim interior.

48. The defects in the Burl Walnut Wood Trim likely stems from one of two sources: 1) a defect in the Burl Walnut Wood Trim itself and its UV resilience or 2) a defect in the application of the UV protectant to the Burl Walnut Wood Trim. This is supported by the indication in the First and Second TSBs that the source of

the defect relates to inadequate “UV” (ultra violet) ray/radiation protection. *See* Ex. A, Ex. B, and Ex. C.

49. Defendants knew that, prior to marketing and selling the Class Vehicles to Plaintiffs and the putative Class members, the Burl Walnut Wood Trim interior was unable to withstand normal exposure to UV radiation but continued to sell the Class Vehicles with the hope that Class members would not notice, or would not notice within any applicable warranty period, the fading, discoloration, and cloudiness that develops in the Burl Walnut Wood Trim interior.

50. Notwithstanding this long-standing problem and extensive knowledge of the issue prior to Plaintiffs’ purchases, Defendants continued to advertise and sell the defective vehicles and failed to issue an appropriate recall. Defendants knowingly failed to provide truthful public information about the defects present in the Burl Walnut Wood Trim interior.

51. Indeed, as indicated in the First TSB, Mercedes not only continued to sell the Class Vehicles, Mercedes actually instructed their dealers to conceal the defect by ensuring that nothing was covering the Burl Walnut Wood Trim (e.g., the SRS label) so that, when that covering (e.g., sticker) was removed, the fading, discoloration, and cloudiness in the surrounding areas would not be apparent to a potential customer. *See* Ex. A (p.1).

52. Defendants benefitted from each of Plaintiffs' and the putative Class members' purchases of their Class Vehicles. For Plaintiffs and those putative Class members who purchased new or Mercedes Certified Pre-Owned ("CPO") vehicles, Defendants received revenue from the sale. A Mercedes CPO is a contract to which MBUSA is a party and/or intended beneficiary; Defendants are intended to receive benefits under the CPO warranty (in the form of money or revenues) and those benefits are explicitly provided by purchasers of CPO warranties, including Plaintiffs Callen, Burton, Finkenauer, Collier, and other Class members that purchased CPO warranties.

53. For Plaintiffs and those putative Class members who purchased certified pre-owned vehicles, Defendants received revenue from the sale of the extended warranties on those Class Vehicles. Defendants also received a benefit from the sale of these certified pre-owned cars because it increased the used market prices, thereby allowing Defendants to charge more for the new cars.

54. Finally, Plaintiffs and Class members who purchased their Class Vehicles used further bestowed a benefit upon Defendants because their purchases increased the used market resale statistics and value, thereby allowing Defendants to charge more for their new vehicle sales. In fact, Defendants tout this "high resale value" as a "long-standing additional ownership benefit," which allows Defendants

to charge a price premium on their vehicles when sold new—in other words, Mercedes props up their new car and CPO car prices by touting the high resale value of their used vehicles. Undoubtedly, the continued sales of Class Vehicles by dealers and private parties in the reseller chain with values bolstered by claims of “high resale value” is vital to the initial price set (and profits gained) by Defendants.

55. For each Class Vehicle, Defendants issued an express warranty which covered the vehicle, including but not limited to, the Burl Walnut Wood Interior Trim, warranting it to be free of defects in materials and workmanship at the time of purchase or lease. That warranty expressly applies to “each subsequent owner” as stated in each of the warranty documents relevant to Plaintiffs.

56. This warranty was a material factor in Plaintiffs’ and Class members’ decisions to purchase Class Vehicles. Each Plaintiff received a copy of the “Service and Warranty Information” from Mercedes for the relevant year of their w212 series vehicle at or before the time of purchase (sometimes referred to herein as the warranty documents or the warranty).

57. Pursuant to the applicable warranty documents for each Plaintiff, each authorized Mercedes-Benz dealer is an authorized agent of Defendants for all warranty, repair, and defect issues, including for purposes of Plaintiffs providing notice of defects, warranty issues, and repair issues. Specifically, each warranty

provides “to the original and each subsequent owner of a new Mercedes-Benz vehicle” that any authorized Mercedes-Benz dealer/center “will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.” Defendants thus specifically, publicly, and indisputably give actual authority to such dealers/centers to serve as their agent vis-à-vis Plaintiffs. Upon information and belief, Defendants exercise actual control over such dealers/centers and Defendants at all relevant times had, the contractual right to exercise, and in practice has exercised, control over such dealers’/centers’ work, including but not limited to the materials, workmanship, repairing, corrections, and communications with Class Vehicle owners, the manner repair, corrections, and communications regarding defects and repairs, claims under the relevant warranties, the scope of repairs in practice to be covered under warranty, and representations made and facts withheld from owners and subsequent owners about the Burl Walnut Trim Defect.

58. Ola Kaellenius, a member of the Board of Management of Daimler AG, Chairman of the Board of Management of Daimler AG, and Head of Mercedes-Benz Cars Division, said it best: “The backbone of [Mercedes] marketing and sales distribution network will remain the dealership.” Automotive News, “Mercedes-Benz seeks new communication ties to customers,” available at

[https://www.autonews.com/article/20150114/OEM09/150119825/mercedes-benz-](https://www.autonews.com/article/20150114/OEM09/150119825/mercedes-benz-seeks-new-communication-ties-to-customers)

[seeks-new-communication-ties-to-customers](https://www.autonews.com/article/20150114/OEM09/150119825/mercedes-benz-seeks-new-communication-ties-to-customers) (quoting Ola Kaellenius) (last accessed June 30, 2019). “‘There will be a one-to-one relationship between the manufacturer and the dealer,’ a role that the dealer has always had, he said.” *Id.* (same).

59. Pursuant to their express and written warranties, Defendants warranted the Class Vehicles, including the interior surfaces, to be free of defects in materials, workmanship, engineering, manufacturing, development, and warranted that repairs or replacements necessary to correct defects in material or workmanship arising during the first 48 months or 50,000 miles, whichever came first, would be made by authorized dealers, without charge.

60. In the warranty documents for each Plaintiff, Defendants represented that “[d]efects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or by the authorized Mercedes-Benz [dealer/center] during new vehicle inspection.” Each of the Plaintiffs relied on this express representation about trim defects, and despite Defendants clear knowledge of the Burl Walnut Trim Defect at least as early as November of 2009, Defendants sought, not to “take care” of the defect, as represented, but to instruct their dealers and centers to actively conceal the defect. Indeed, Defendants employed diversion

by actively making representations about trim defects in order to lull Plaintiffs into a false sense of confidence in Defendants' trim.

61. Defendants similarly expressly and in writing warranted Certified Pre-Owned Class Vehicles, such as that which Plaintiffs own, that the Class Vehicles, including the interior surfaces, were free of defects in materials, workmanship, engineering, manufacturing, development, and warranted that repairs or replacements necessary to correct defects in material or workmanship arising five years subsequent to the expiration of the regular factory warranty would be made by authorized dealers, without charge.

62. Defendants also sold or leased the Class Vehicles under implied warranties of merchantability. Defendants impliedly warranted the Class Vehicles to be merchantable, fit for the ordinary purposes for which they were intended to be used, including the guarantee that they were in a non-defective condition for use by their owners or lessees for the ordinary purpose for which they were intended and were not otherwise injurious. Defendants are under a duty to engineer, manufacture, develop, construct, inspect, and test the Class Vehicles to make them suitable for the ordinary purposes of their use.

63. Defendants breached their warranties for the Class Vehicles because of the latent defect with the Burl Walnut Wood Trim interior. Despite acknowledging

the defect (*see* Ex. A, Ex. B, and Ex. C), and even attempting to conceal and hide it (*see* Ex. A), Defendants breached their warranties by failing to repair the interior as warranted, and otherwise continuing to use the defective Burl Walnut Wood Trim interior on their vehicles.

64. In breach of Defendants' warranties, the Class Vehicles are defective, unfit for the ordinary purposes for which they are intended to be used, and not merchantable.

B. CALLEN'S FACTS

65. In December of 2014, Callen purchased a 2014 Mercedes E350 Sedan, Vehicle Identification No. WDDHF5KB4EA974665, with Burl Walnut Wood Trim from an authorized Mercedes-Benz dealership in Charlotte, North Carolina (Hendrick).

66. At the time Callen purchased her vehicle, it had 11,094 miles and came with a Mercedes CPO warranty and the remaining life of the standard Mercedes warranty. Callen's vehicle is still under the warranty and within the warranty period, and the warranty is from the Defendants and Defendants have an obligation to correct the Burl Walnut Trim Defect under it. As a CPO vehicle, Defendants received revenue from the sale of the vehicle to Callen.

67. One of the main and important reasons for Callen selecting her Class Vehicle was the fit and finish of the interior, which Mercedes touted extensively to her as superior, exclusive, and high quality.

68. Prior to her purchase, Callen saw Mercedes' newspaper, magazine, social media, and television ads touting that the Class Vehicles both new, certified pre-owned, and used were reliable, durable, of good finish, of high fit, and exceptional quality. Callen relied on Defendants' representations in making her purchase.

69. Upon information and belief, the warranty Callen received is the same as the one all Class members received, whether they purchased their vehicle directly through Mercedes or through a subsequent used-car retailer.

70. Callen's Class Vehicle had not been wrecked nor has the interior been modified or refinished – it has the original Burl Walnut Wood Trim interior.

71. Callen purchased her Class Vehicle for her personal, family, and household use and on most days and nights stores it safely and purposefully either outside her home or inside her garage. Her Class Vehicle was not exposed to any airborne or environmental influences which would have adversely affected its interior. Notably, other Mercedes E Series vehicles of similar mileage which do not

include the Burl Walnut Wood Trim interior from the factory do not have the identified issues with fading, cloudiness, or discoloration.

72. Callen expected her Class Vehicle to be of good and merchantable quality, materials, and workmanship and not defective. She had no reason to know, or expect, that the interior of her Class Vehicle was defective. Callen does not have any expertise or special skill in automobile interior trim or manufacturing of the same. Had she known these facts, she would not have bought her Class Vehicle or would have paid less for it.

73. Defendants also represented that the Class Vehicles would be repaired or replaced to correct defects in material and workmanship at the time of purchase or lease in at least the applicable warranties applying to her vehicle. Callen specifically relied on those representations in her decision to purchase the vehicle.

74. Moreover, Mercedes expressly certified that Callen's Class Vehicle's interior "trim and molding" were "OK – Passed" prior to her purchase as part of her CPO report. Callen relied upon this express representation

75. Callen had suspected that there was some fading and cloudiness to the Burl Walnut Wood Trim on the passenger side of the vehicle when she was driving as a passenger in her vehicle sometime in September of 2017. However, Callen first noticed that there was indisputable fading with the Burl Walnut Wood Trim on her

Class Vehicle in November of 2018 when an acquaintance that is a mechanic noticed the issue and drew her attention to it. After her attention was drawn to the issue, she examined the trim on each door, center console, and on and around the dashboard and realized that those areas no longer matched each other, were faded, discolored, and had a cloudy appearance.

76. The Burl Walnut Wood Trim continued to deteriorate and in March of 2018, when it was obvious that there was a systemic problem with her interior trim, Callen called her authorized Mercedes-Benz dealership (as instructed to do under her warranty) in Columbia, South Carolina (Dyer), and requested an appointment to have her faded Burl Walnut Wood Trim fixed, along with another unrelated issue.

77. The Mercedes dealership's service department manager acknowledged that there was an issue with the Burl Walnut Wood Trim interior but declined to help in any way and indicated that the CPO warranty does not cover anything that is trim related.

78. By this time, Callen had heard that at least the First TSB had issued, but the dealership indicated that TSBs did not have any bearing on whether an issue is covered under warranty.

79. Mercedes personnel at the dealership did acknowledge that the Burl Walnut Wood Trim was defective and that they were aware of multiple other W212

E-Series vehicles having the same problem. Yet, Callen's warranty claim was denied, and Defendants failed to make the repair when reported and refused and failed to adequately repair or cover the defect under the warranty.

80. The estimated cost to replace/repair the Burl Walnut Wood Trim is between \$3,000 and \$5,000 dollars, and the replacement of the original interior would substantially depreciate the value of the vehicle.

81. The same defective Burl Walnut Wood Trim was installed in all Class Vehicles.

82. Ultimately, Mercedes has refused to repair or replace the interior wood trim interior of Callen's vehicle, despite acknowledging the common Burl Walnut Trim Defect by the service department manager and the First and Second TSBs.

83. Although it is difficult to see the extent of the defect *via* pictures, the following pictures show Callen's Burl Wood Trim Interior today and the obvious defects:



Callen 1



Callen 2



Callen 3



Callen 4



Callen 5

84. Callen’s vehicle is just one of hundreds of thousands of Class Vehicles that suffer from an irreparable defect in the interior trim that results in fading, discoloration, and clouding of the Burl Walnut Wood Trim interior.

85. Callen’s warranty provides “to the original and each subsequent owner of a new Mercedes-Benz vehicle” that any authorized Mercedes-Benz dealer/center “will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.” In other words, Callen is intended to receive the benefits of the relevant warranty (as expressly indicating in writing by Defendants in the warranty) and those benefits are explicitly to be provided by authorized Mercedes-Benz dealers/centers.

86. Callen complied with all notice requirements under her warranty and Defendants refuse to honor the warranty and repair the Burl Wood Trim Defect.

C. BURTON'S FACTS

87. In November of 2018, Burton purchased a 2014 Mercedes E250 Sedan, Vehicle Identification No. WDDHF9HBXEA895631, with Burl Walnut Wood Trim from an authorized Mercedes-Benz dealership in Sylvania, Ohio.

88. At the time Burton purchased his vehicle, it had 28,053 miles and came with a Mercedes Certified Pre-Owned (CPO) warranty and the remaining life of the standard Mercedes warranty. Burton's vehicle is still under the warranty and within the warranty period, and the warranty is from the Defendants and Defendants have an obligation to correct the Burl Walnut Trim Defect under it. As a CPO vehicle, Defendants received revenue from the sale of Burton's vehicle.

89. Burton spent considerable time searching for and ultimately choosing to purchase his Class Vehicle. He researched online extensively before making his purchase looking at multiple makes of vehicles, all of which had a burl wood interior. He specifically sought out vehicles with burl wood interior as it was an important and critical factor required of his next vehicle. Ultimately, after conducting weeks of research, he settled on his Class Vehicle because of Mercedes' touting of their build quality and exceptional materials. Importantly, the interior burl wood trim is

mentioned by Mercedes as a critical element of their CPO inspection process. This was important to Burton and one main reason he purchased his Class Vehicle. He specifically and only looked at vehicles with the burl wood trim interior because that was a specific requirement of his.

90. One of the primary reasons for Burton selecting his Class Vehicle was the fit and finish of the interior, and specifically the luxurious look and superior finish of the burl wood trim, which Mercedes touted extensively to him as superior, exclusive, and high quality.

91. Indeed, Defendants expressly certified that Burton's Class Vehicle's interior "trim and molding" were "OK – Passed" prior to his purchase. *See Exhibit D.* Burton relied upon this express representation.

92. Prior to his purchase, Burton saw and relied on Defendants' newspaper, magazine, social media (including specially Mercedes' tweets on Twitter), and television ads touting that the Class Vehicles both new and used were reliable, enduring, of good finish, of high fit, and of exceptional quality. Burton relied on Defendants' representations in making his purchase.

93. Burton also saw Mercedes' advertisements online (primarily on YouTube) touting Mercedes' certified pre-owned Class Vehicles were reliable, enduring, of good finish, of high fit, and exceptional quality. He specifically recalls

one such advertisement entitled “Or It Isn’t” which touts the Class Vehicles’ “absolute confidence in 30,000 precision parts,” are “backed by an unlimited mileage warranty,” and are “inspected by Mercedes-Benz factory trained technicians.” In fact, none of these advertisements was true with respect to the Burl Walnut Wood Trim.

94. Upon information and belief, the warranty Burton received is the same as the one all Class members received, whether they purchased their vehicle directly through Mercedes or through a subsequent used-car retailer.

95. Burton’s Class Vehicle had not been wrecked nor has the interior been modified or refinished – it has the original Burl Walnut Wood Trim.

96. Burton purchased his Class Vehicle for his personal, family, and household use and on most days and nights stores it safely and purposefully inside his garage. His Class Vehicle was not exposed to any airborne or environmental influences which would have adversely affected its interior. His interior trim, including the Burl Walnut Wood Trim, has never been replaced and is the same as it was when it left Mercedes’ factory. Notably, other Mercedes E Series vehicles of similar mileage which do not include the Burl Walnut Wood Trim interior from the factory do not have the identified issues with fading, cloudiness, or discoloration.

97. Burton expected his Class Vehicle to be of good and merchantable quality, materials, and workmanship and not defective. He had no reason to know, or expect, that the interior of his Class Vehicle was defective. Burton does not have any expertise or special skill in automobile interior trim or manufacturing of the same. Had he known these facts, he would not have bought his Class Vehicle or would have paid less for it.

98. Defendants also represented that the Class Vehicles would be repaired or replaced to correct defects in material and workmanship at the time of purchase or lease. Burton specifically relied on those representations in his decision to purchase his Class Vehicle.

99. On or about December 19, 2018 Burton first noticed the defects in his Burl Walnut Wood Trim. The Burl Walnut Wood Trim continued to deteriorate, and on or about March of 2019, when it was obvious that there was a systemic problem with his interior trim, Burton notified his authorized Mercedes-Benz dealership (as instructed to do under his warranty) in Wilsonville, Oregon, and requested an appointment to have his defective Burl Walnut Wood Trim fixed, along with another unrelated issue.

100. The Mercedes dealership's service department explained that he was required to set an appointment for an inspection which was ultimately scheduled for

early May 2019. The authorized dealership acknowledged that there was an issue with the Burl Walnut Wood Trim interior but declined to repair or replace the Burl Walnut Wood Trim indicating that the warranty does not cover anything that is trim related.

101. Sean Curry, an authorized Mercedes-Benz dealership representative assisted Burton with filing the required notice of a defective part with Mercedes which ultimately resulted in a MBUSA representative named Mary becoming involved. Despite the involvement of Mary as well as MBUSA's local area repair representative, Burton's defect remains, and Mercedes refuses to repair or replace his Burl Walnut Wood Trim.

102. By this time, Burton had heard that at least the First TSB had issued, but the dealership indicated that TSBs did not have any bearing on whether an issue is covered under warranty.

103. The estimated cost to Burton to replace/repair the Burl Walnut Wood Trim is approximately \$4,000 dollars, and the replacement of the original interior would substantially depreciate the value of the vehicle. *See Exhibit E.*

104. The same defective Burl Walnut Wood Trim was installed in all Class Vehicles.

105. Ultimately, Mercedes has refused to repair or replace the interior wood trim interior of Burton's vehicle, despite acknowledging the common Burl Walnut Trim Defect by the authorized Mercedes-Benz dealership service department and the First and Second TSBs.

106. Although it is difficult to see the extent of the defect *via* pictures, the following pictures show Burton's Burl Wood Trim Interior today and the obvious defects:



Burton 1



Burton 2



Burton 3



Burton 4



Burton 5



Burton 6

107. Burton’s vehicle is just one of hundreds of thousands of Class Vehicles that suffer from an irreparable defect in the interior trim that results in fading, discoloration, and clouding of the Burl Walnut Wood Trim.

108. Burton’s warranty provides “to the original and each subsequent owner of a new Mercedes-Benz vehicle” that any authorized Mercedes-Benz dealer/center “will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.” In other words, Burton is intended to receive the benefits of the relevant warranty (as expressly indicating in writing by Defendants in the warranty) and those benefits are explicitly to be provided by authorized Mercedes-Benz dealers/centers.

109. Burton complied with all notice requirements under his warranty and Defendants refuse to honor the warranty and repair the Burl Wood Trim Defect.

D. FINKENAUER'S FACTS

110. In March of 2018, Finkenauer purchased a 2010 Mercedes E350 Sedan with Burl Walnut Wood Trim from a third party in Williamsburg, Virginia, who bought the vehicle from an authorized Mercedes-Benz dealer in Virginia.

111. At the time Finkenauer purchased his vehicle, it had 36,500 miles. The vehicle currently has 44,650 miles.

112. One of the primary reasons Finkenauer selected his Class Vehicle was the fit and finish of the interior, and specifically the luxurious look and superior finish of the burl wood trim, which Mercedes touted extensively to him as superior, exclusive, and high quality.

113. Prior to his purchase, Finkenauer saw Mercedes' newspaper, magazine, social media, and television ads touting that the Class Vehicles both new, certified pre-owned, and used were reliable, durable, of good finish, of high fit, and exceptional quality. Finkenauer relied on Defendants' representations in making his purchase.

114. Finkenauer also reviewed and received the owner manual, warranty documents, and service records prior to purchasing the Class Vehicle. Upon review

of these documents, Finkenauer saw that the prior owner of the vehicle had the Burl Walnut Wood Trim replaced under warrant approximately three (3) years after purchasing the Class Vehicle due to it discoloring, fading, and becoming cloudy.

115. Upon information and belief, the warranty that benefits Finkenauer is the same as the one all Class members received, whether they purchased their vehicle directly through Mercedes or through a subsequent used-car retailer or seller.

116. Finkenauer's Class Vehicle had not been wrecked but has had the Burl Walnut Wood Trim replaced by Defendants once already (the prior owner) and it has the replacement Burl Walnut Wood Trim interior still in the vehicle. The interior has not otherwise been altered or modified.

117. Finkenauer purchased his Class Vehicle for his personal, family, and household use and on most days and nights stores it safely and purposefully inside his garage. His Class Vehicle was not exposed to any airborne or environmental influences which would have adversely affected its interior. Notably, other Mercedes E Series vehicles of similar mileage which do not include the Burl Walnut Wood Trim interior from the factory do not have the identified issues with fading, cloudiness, or discoloration.

118. Finkenauer expected his Class Vehicle to be of good and merchantable quality, materials, and workmanship and not defective. He had no reason to know,

or expect, that the interior of his Class Vehicle was still defective despite Mercedes having purported to fix the Burl Walnut Trim Defect once already. Finkenauer does not have any expertise or special skill in automobile interior trim or manufacturing of the same. Had he known these facts, he would not have bought his Class Vehicle or would have paid less for it.

119. Defendants also represented that his Class Vehicle would be repaired or replaced to correct defects in material and workmanship at the time of purchase or lease in at least the applicable warranties applying to his vehicle. Finkenauer specifically relied on those representations in his decision to purchase the vehicle.

120. Finkenauer had suspected that there was some fading and cloudiness to the replacement Burl Walnut Wood Trim about six (6) months after his purchase of the vehicle. Tysinger Mercedes, in Hampton, VA, refused to repair the Burl Walnut Trim Defect and told him that the vehicle was out of warranty. Tysinger Mercedes told Finkenauer that they were aware of the Burl Walnut Trim Defect issue but that there was nothing they would do for him because he was out of warranty.

121. The estimated cost to replace/repair the Burl Walnut Wood Trim is between \$3,000 and \$5,000 dollars, and a second replacement of the original interior would substantially depreciate the value of the vehicle and make the issue appear to be a recurring and habitual defect with the vehicle, further degrading its resale value.

122. The same defective Burl Walnut Wood Trim was installed in all Class Vehicles.

123. Ultimately, Mercedes has refused to repair or replace the interior wood trim interior of Finkenauer's vehicle, despite acknowledging the common Burl Walnut Trim Defect (by replacing it once already).

124. Although it is difficult to see the extent of the defect via pictures, the following pictures show Finkenauer's Burl Wood Trim Interior today and the obvious defects:



Finkenauer 6



Finkenauer 7



Finkenauer 8



Finkenauer 9



Finkenauer 10

125. Finkenauer’s vehicle is just one of hundreds of thousands of Class Vehicles that suffer from an irreparable defect in the interior trim that results in fading, discoloration, and clouding of the Burl Walnut Wood Trim interior.

126. Finkenauer’s warranty provides “to the original and each subsequent owner of a new Mercedes-Benz vehicle” that any authorized Mercedes-Benz dealer/center “will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.” In other words, Finkenauer is intended to receive the benefits of the relevant warranty (as expressly

indicating in writing by Defendants in the warranty) and those benefits are explicitly to be provided by authorized Mercedes-Benz dealers/centers.

127. Finkenauer complied with all notice requirements under the warranty documents and Defendants refuse to honor the warranty and repair the Burl Wood Trim Defect.

128. To the extent any warranty on Finkenauer's Class Vehicle is expired, that warranty's durational limits were unreasonable and unconscionable on the fact of this case. At the outset, due to unequal bargaining power and lack of effective warranty competition among dominant firms in the automobile manufacturing industry, Finkenauer, Class members, and consumers relationship with Mercedes was tainted by an absence of any choice in the length of the warranty—there was no meaningful alternative to accepting Mercedes' attempted limitation of the duration of the warranty and an extreme disparity in bargaining power between the parties. Additionally, and as noted above, burl walnut wood trim interiors ordinarily are manufactured to last 20+ years in service without developing discoloration, cloudiness, and fading, which is substantially longer than the 48 month/50,000 mile warranty for interior trim in the relevant warranty for Finkenauer, and his vehicle has less than 50,000 miles on it. Furthermore, Defendants also specifically employed diversion in the NVLW to comfort consumers about their burl walnut

wood trim by representing “[d]efects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or . . . new vehicle inspection,” which further deprived consumers of any meaningful choice in the warranty as to trim defect like the Burl Walnut Trim Defect here. Finkenauer, Class members, and consumers would not reasonably expect, then, that the trim would need repair, and the Burl Walnut Trim Defect could not be detected until it expressed itself—a point furthered by the fact that it was *already replaced once*. Indeed, Mercedes abused their superior knowledge of burl walnut wood trim in general, and their specific knowledge of the Burl Walnut Trim Defect, and knowing Finkenauer’s, Class members’, and consumers’ relative ignorance on the subject, which exhibits a lack of subjective good faith and equal footing in the bargaining process. Defendants further perpetrated their deception by replacing with defective Burl Walnut Wood Trim with equally defective wood trim despite Defendants’ knowledge that the replacement trim was also defective and with the knowledge that the defect would not express itself until after the warranty period expired. Any durational limits of Finkenauer’s warrant are thus unconscionable.

E. COLLIER'S FACTS

129. In May of 2013, Collier purchased a 2011 Mercedes E350 Sedan, Vehicle Identification No. WDDHF8HB2BA471799, with Burl Walnut Wood Trim from Audi Warrington in Warrington, Pennsylvania.

130. At the time Collier purchased his vehicle, it had approximately 14,300 miles. The vehicle currently has 46,280 miles and is used only on the weekend and for special occasions.

131. One of the primary reasons Collier selected his Class Vehicle was the fit and finish of the interior, and specifically the luxurious look and superior finish of the burl wood trim, which Mercedes touted extensively to him as superior, exclusive, and high quality. Plaintiff Collier also has a second vehicle, a 2005 Cadillac SRX, which he uses to drive daily to and from work and for errands, and that vehicle also has Burl Walnut Wood Trim interior.

132. Prior to his purchase, Collier saw Mercedes's newspaper, magazine, social media, and television ads touting that the Class Vehicles both new, certified pre-owned, and used were reliable, durable, of good finish, of high fit, and exceptional quality. Collier relied on Defendants' representations in making his purchase.

133. Collier also reviewed and received the owner manual, warranty documents, service records, and original sticker, prior to purchasing the Class Vehicle.

134. Upon information and belief, the warranty that benefits Collier is the same as the one all Class members received, whether they purchased their vehicle directly through Mercedes or through a subsequent used-car retailer or seller.

135. Collier's Class Vehicle had not been wrecked nor has the interior been modified or refinished – it has the original Burl Walnut Wood Trim.

136. Collier purchased his Class Vehicle for his personal, family, and household use and on most days and nights stores it safely and purposefully inside his garage, and he uses the vehicle only on the weekends and for special occasions. His Class Vehicle was not exposed to any airborne or environmental influences which would have adversely affected its interior. Notably, other Mercedes E Series vehicles of similar mileage which do not include the Burl Walnut Wood Trim interior from the factory do not have the identified issues with fading, cloudiness, or discoloration. Additionally, his 2005 Cadillac SRX's Burl Walnut Wood Trim is still in pristine condition, despite the Cadillac being used for Collier's daily trips.

137. Collier expected his Class Vehicle to be of good and merchantable quality, materials, and workmanship and not defective. He had no reason to know,

or expect, that the interior of his Class Vehicle was defective. Collier does not have any expertise or special skill in automobile interior trim or manufacturing of the same. Had he known these facts, he would not have bought his Class Vehicle or would have paid less for it.

138. Defendants also represented that his Class Vehicle would be repaired or replaced to correct defects in material and workmanship at the time of purchase or lease in at least the applicable warranties applying to his vehicle. Collier specifically relied on those representations in his decision to purchase the vehicle.

139. Collier noticed the fading, cloudiness, and discoloration of his Burl Walnut Wood Trim when he was detailing his vehicle in late April of 2019 and compared the top of his center console to other parts of his trim. At first, he thought the issue was one of the Burl Walnut Wood Trim not being sufficiently polished, but he soon discovered that polishing had no effect on the discoloration, cloudiness, and fading of the trim pieces.

140. Collier scheduled an appointment with Mercedes-Benz of Cherry Hill, New Jersey for June 29, 2019, and during that appointment, he showed the Service Advisor, Tom Glembocki, that the Burl Walnut Wood Trim had faded, discolored, and become cloudy on the door and dash pieces of trim. Collier was told that his warranty expired and Mercedes would not remedy the defect under the warranty

terms. The Service Advisor, Tom Glembocki, told him that the only remedy is to replace the Burl Walnut Wood Trim and that the parts costs alone are “staggering.” Cherry Hill gave Collier an invoice quote for the costs of a discrete subset of all pieces of Burl Walnut Wood Trim (those most badly faded), which totaled \$1,784.40 for parts alone and not including labor. *See Exhibit G.* Mr. Glembocki discussed with Collier the fact that there is a TSB issued for the defect, but Mr. Glembocki told Collier that because there was no recall of the Burl Walnut Wood Trim and the vehicle is out of warranty and that Mercedes would not provide any remedy for the Burl Walnut Trim Defect. He told Collier that they were aware of the Burl Walnut Trim Defect issue but that there was nothing they would do for him because he was out of warranty.

141. The estimated cost to replace/repair the Burl Walnut Wood Trim in its entirety is between \$3,000 and \$5,000 dollars for parts and labor, and the replacement of the original interior would substantially depreciate the value of the vehicle.

142. The same defective Burl Walnut Wood Trim was installed in all Class Vehicles.

143. Ultimately, Mercedes has refused to repair or replace the interior wood trim interior of Collier's vehicle, despite acknowledging the common Burl Walnut Trim Defect.

144. Although it is difficult to see the extent of the defect via pictures, the following pictures show Collier's Burl Wood Trim Interior today and the obvious defects:



Collier 11



Collier 12



Collier 13



Collier 14



Collier 15

145. Collier’s vehicle is just one of hundreds of thousands of Class Vehicles that suffer from an irreparable defect in the interior trim that results in fading, discoloration, and clouding of the Burl Walnut Wood Trim interior.

146. Collier’s warranty provides “to the original and each subsequent owner of a new Mercedes-Benz vehicle” that any authorized Mercedes-Benz dealer/center “will make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period.” In other words, Collier is intended to receive the benefits of the relevant warranty (as expressly indicating in

writing by Defendants in the warranty) and those benefits are explicitly to be provided by authorized Mercedes-Benz dealers/centers.

147. Collier complied with all notice requirements under the warranty documents and Defendants refuse to honor the warranty and repair the Burl Wood Trim Defect.

148. To the extent any warranty on Collier's is expired, that warranty's durational limits were unreasonable and unconscionable on the fact of this case. At the outset, due to unequal bargaining power and lack of effective warranty competition among dominant firms in the automobile manufacturing industry, Collier, Class members, and consumers relationship with Mercedes was tainted by an absence of any choice in the length of the warranty—there was no meaningful alternative to accepting Mercedes attempted limitation of the duration of the warranty and an extreme disparity in bargaining power between the parties. Additionally, and as noted above, burl walnut wood trim interiors ordinarily are manufactured to last 20+ years in service without developing discoloration, cloudiness, and fading, which is substantially longer than the 48 month/50,000 mile warranty for interior trim in the relevant warranty for Collier, and his vehicle has less than 50,000 miles on it. Indeed, Collier's 2005 Cadillac SRX has Burl Walnut Wood Trim and is still in pristine condition after almost 15 years. Furthermore,

Defendants also specifically employed diversion in the NVLW to comfort consumers about their burl walnut wood trim by representing “[d]efects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or . . . new vehicle inspection,” which further deprived consumers of any meaningful choice in the warranty as to trim defect like the Burl Walnut Trim Defect here. Collier, Class members, and consumers would not reasonably expect, then, that the trim would need repair, and the Burl Walnut Trim Defect could not be detected until it expressed itself. Indeed, Mercedes abused its superior knowledge of burl walnut wood trim in general, and its specific knowledge of the Burl Walnut Trim Defect, and knowing Collier’s, Class members’, and consumers’ relative ignorance on the subject, which exhibits a lack of subjective good faith and equal footing in the bargaining process. Any durational limits on Collier’s warrant are thus unconscionable.

F. THE INTENDED AND ORDINARY PURPOSE OF A MERCEDES VEHICLE

149. Plaintiffs bought for more than transportation. Plaintiffs’ Class Vehicles are not solely for “transportation,” as other non-luxury vehicles might be, but their intended and ordinary purpose is also for display, enjoyment, and resale value. Plaintiffs each sought out Mercedes vehicles for purposes of displaying the vehicle (status symbol), enjoying the unique aesthetics of a Mercedes with its

normally unique and unparalleled interior fit and finish, and for their high resale value specifically attributed to its aesthetics, durability of materials, and desirability as a status symbol. In the course of dealings and trade between Plaintiffs and Defendants, Defendants also advertised the Class Vehicles to Plaintiffs as more than mere transportation. Defendants, in their “Vehicle Care Guide” (relied upon and given to every Plaintiff) acknowledge this: “the appearance of your Mercedes-Benz is a main component of its high resale value ‘a long-standing additional ownership benefit’.” Defendants also expressly merchanted the Class Vehicles as being ones with exceptional “visual presence” and where “every visible surface has been crafted with the finest materials and coatings to ensure the best appearance and durability.” Other marketing by Defendants related to the fact that the Class Vehicles were sold as more than mere transportation are cited throughout this operative complaint.

150. Ola Kaellenius has recently confirmed that the purpose of a Mercedes vehicle is not just transportation—Mercedes vehicles are neither bought just for transportation nor advertised as mere transportation: “Mercedes must continue to deliver the dream, said Kaellenius. ‘We have the customer with the right aspiration and the right dream. A brand is promise. Most customers in the luxury segment buy the brand promise because they expect the brand to deliver.’” *Supra*, Automotive News (quoting Ola Kaellenius) (last accessed June 30, 2019).

G. MERCEDES' MARKETING AND CONCEALMENT

151. Mercedes knowingly manufactured and sold the Class Vehicles with the Burl Walnut Trim Defect, while willfully concealing the true inferior quality and sub-standard performance of the Class Vehicles' interior trim. That is demonstrated by the First TSB, issued in 2010 (*see* Ex. A), and is further shown by the Second TSB, issued five years later in 2015 (*see* Ex. B and Ex. C).

152. A Mercedes is not a Toyota or Hyundai. Defendants make sure nobody thinks those brands are comparable by spending billions of dollars on a highly sophisticated and continuous media campaign. Mercedes is a luxury brand whose sales depend on consumers having “emotional experience” resulting from the “visual presence” of their vehicles. Defendants make great efforts—and successfully so—to place Mercedes above brands like Nissan and Honda. They do so on the idea that their vehicles are “superior to others in looks, drivability, fit, and finish.” The heart and soul of a Mercedes vehicle is, according to Defendants, “perfection” and “fascination.” The marketing is deliberate, precise, and effective. Defendants' success affords them a substantial price premium for their vehicles compared to non-luxury competitors. Defendants' marketing is, by nature, comparative in nature and designed to create the impression that the Class Vehicles are better than their

contemporaries and non-luxury vehicles, and it does so using specific language and exacting word choice such that consumers compare Mercedes to non-luxury brands.

153. Mercedes directly markets the Class Vehicles to consumers *via* extensive nationwide, multimedia advertising campaigns on television, the Internet, billboards, print publications, mailings, and through other mass media.

154. Mercedes' marketing material describes the various Class Vehicles as "state-of-the-art," "luxury," "fine craftsmanship," and "the most advanced vehicles on the road." Mercedes' slogan for their vehicles is "the best or nothing."

155. Although Mercedes knew of the Burl Walnut Wood Trim interior's propensity to fade, discolor, and become cloudy on Class Vehicles, it failed to notify Plaintiffs and Class members of this prior to their purchase of the vehicle.

156. Instead, Mercedes informed consumers that "[d]efects in paint, trim or other appearance items are normally taken care of during our new vehicle preparation or by the authorized Mercedes-Benz Center during new vehicle inspection." Yet at the same time, it was instructing dealers on how to hide the latent defect in the Burl Walnut Wood Trim interior by removing stickers from the trim to ensure any fading, discoloration, and clouding of the trim was not noticeable until after the Class Vehicle was driven off the lot. *See Ex. A.*

157. When Plaintiffs purchased their vehicle, they relied upon representations of Mercedes that the cars had been inspected and any interior trim defects, including those in the Burl Walnut Wood Trim, were “taken care of” prior to placing the vehicles on the market.

158. Further, Plaintiffs relied on the representations that their vehicle would “achieve [the] high quality levels expected of Mercedes” and that if Mercedes had knowledge of a defect it would “[implement] measures to continuously improve.”

159. Since 2010, “[t]he best or nothing” has been the slogan used in almost every media campaign created by Mercedes to describe their vehicles. When “[t]he best or nothing” slogan was first rolled out, Joachim Schmidt, executive vice president-sales and marketing for Mercedes at their global base in Stuttgart, Germany, stated: “For us, that means we want to deliver the very best in all areas – be that in research and development, production, sales, service and aftermarket business or in purchasing.” According to Mr. Schmidt, the claim made in the new slogan is reflected in Mercedes’ core values of perfection, fascination, and responsibility and is also a part of their corporate culture. Autotrader, *Mercedes-Benz has New Global Slogan: The Best or Nothing* (June 2010), <https://www.autotrader.com/car-news/mercedes-benz-has-new-global-slogan-best-or-nothin-67400>.

160. Mercedes states in their Vehicle Care Guide, the “emotional experience” that results from the “visual presence” of their vehicles “is why every visible surface has been crafted with the finest materials and coatings to ensure the best appearance and durability customers that “[a]s you might expect, aside from its visual attractiveness, the appearance of your Mercedes-Benz is a main component of its high resale value. (a long-standing additional ownership benefit).”

161. The interior of the vehicle is an essential part of that attractiveness and appearance, and it drives the “high resale value” of the Class Vehicles. According to Mercedes, “a sense of flow isn’t limited to the vehicle’s exterior. It continues within, where elegant lines outline a space of pure refinement. While the materials, workmanship, engineering, manufacturing, and development that go into a Mercedes-Benz interior are countless, there is only one goal: When you step inside and close the door, you should feel at home. We achieve that through painstaking craftsmanship, applied to even the smallest details.” Further, “[s]pecialists select the color palette and materials for every interior surface. Textures, gloss levels, grain and other details are chosen based in part on their ability to convey high levels of quality.”

162. Mercedes touts their interiors and states that “[c]ollectively, all interior elements should create a driving environment that makes occupants feel both at ease

and in control. The care and craftsmanship with which every Mercedes-Benz is built should be readily apparent.” Indeed, according to Defendants, “it goes without saying that basic upkeep of [Plaintiffs’] vehicle’s component, be it paint, leather, wood, wood veneer or plastic, is a vital link to ownership enjoyment and increased resale value.” Nonetheless, Mercedes knew that this particular interior, the Burl Walnut Wood Trim interior, was far from any standard that it touts to consumers and their customers, and it knew this at the very beginning of the run of their W212 vehicles. Despite that, Mercedes is still offering CPO versions of these vehicles today, and with incentives.



163. With respect to CPO vehicles, as a “certified pre owned” Mercedes vehicle, Mercedes touted their “painstaking certification process.” Indeed, “[t]o qualify for Pre-Owned Certification, a Mercedes-Benz vehicle must meet stringent criteria and pass a rigorous inspection.” That inspection includes a “32 Point Appearance Inspection,” three of which cover “Trim” (“Wood and / or Chrome Trim,” “Trim and Moldings,” and “Door Panels”), to ensure that every “Certified Pre-Owned vehicle is a clean-skinned beauty . . . with high quality fit and finish, inside and out.” Plaintiffs and Class members relied upon Defendants’

“certification” which ultimately was found to be deceitful and could not have been actually conducted if the Burl Walnut Wood Trim was not replaced or repaired before being sold, given Defendants’ direct knowledge of the defect.

164. These advertisements and marketing related to the vehicle interior led Plaintiffs and the putative Class members to form a reasonable belief and expectation that the interior Burl Walnut Wood Trim used on the Class Vehicles was of high quality, would endure, and positively impact the value of the Vehicles. Not only did Defendants make representations regarding the quality, durability, and resale value of the Class Vehicles, but they also make representations regarding the high quality and standard of the repairs they make to the Class Vehicles.

165. As a result, each Plaintiff was caused to expect that the interior trim and the application process used on the Class Vehicles, including any UV protectant, would not cause the interior trim to fade, discolor, and become cloudy under normal conditions and cause other problems that would negatively impact the value of the Class Vehicles.

166. Plaintiffs and the putative Class members were exposed to Defendants’ pervasive, long-term, national, multimedia marketing campaign touting the supposed quality and durability of the Class Vehicles and their component parts, including interior trim, and they justifiably made their decisions to purchase their

Class Vehicles based on Defendants misleading marketing that concealed the true, defective nature of the Burl Walnut Wood Trim interior used in the Class Vehicles.

167. Plaintiffs and the Class, in deciding to purchase the Class Vehicles, reasonably relied upon Mercedes to inform the public and potential purchasers of Mercedes cars of any defects in the Class Vehicles, including defects in the Burl Walnut Wood Trim. Mercedes failed to inform Plaintiffs and Class of the defect with the Burl Walnut Wood Trim interior, and Plaintiffs and Class would not have purchased the vehicles had they known of the defects in the interior, or they would have paid a much lower price for the vehicles had they known of the defect.

1. Mercedes Knew Of The Burl Walnut Wood Trim Interior Defect Prior To Sale Or Lease Of The Class Vehicles.

168. Defendants were aware of irreparable defects with the Burl Walnut Wood Trim interior used in Class Vehicles. Defendants were aware of these defects at the time they advertised and sold the Class Vehicles and thereafter when they continued to disseminate information about the vehicles for Plaintiffs and those putative Class members who purchased their Class Vehicles on the primary and secondary market. *See* Ex. A, Ex. B and Ex. C.

169. At those times, the defects with the Burl Walnut Wood Trim interior that Mercedes knew about included—but were not limited to—defects in the manufacture, process, materials, and workmanship of the vehicle. Mercedes failed

to inform Plaintiffs and the putative Class members about the defects, and the defects have rendered the vehicle unmerchantable.

170. Prior to a new interior trim system being used on a vehicle, automakers such as Mercedes typically employ multiple standards and test protocols to ensure long life and film integrity of the interior trim system. In addition to extensive exterior and accelerated weathering evaluation of materials there is additional aggressive testing prior to the qualification of an automotive interior trim systems to ensure the system will endure when exposed to environmental elements. These tests often run over the course of two-to-five years before a vehicle using the interior trim system is brought to market.

171. Most of these test procedures are developed and standardized by the American Society for Testing and Materials (“ASTM”) and the Society of Automotive Engineers (“SAE”), and typically include (some of which may not necessarily be applied to internal trim) the following:

- a) accelerated weathering tests to assess paint color, gloss retention, and appearance in general, such as Xenon Arc (subjecting test panels to intense radiation), QUV (subjecting test panels to high ultra-violet light and condensing humidity cycles), EMMAQUA (placing test panels on racks that rotate with the sun to provide maximum UV light exposure),

and humidity tests (subjecting test panels to 100% relative humidity at 100°F for several weeks);

- b) long-term outdoor weathering tests, where test panels are placed on so called “test fences” at 45-degrees facing south (according to ASTM standards) in various environments, such as Florida (high UV light, humidity, and salt spray), Arizona (intense UV light and temperature), and industrial sites (high pollutants such as acid rain and various chemicals);
- c) corrosion resistance tests, including salt spray (subjecting test panels to 5 wt. salt spray at 95°F for several weeks), cyclic corrosion (subjecting test panels to various cycles of salt spray, humidity, wet/dry, temperature), condensing humidity (subjecting test panels to temperature cycling in highly saturated air, CASS (subjecting test panels to salt spray with added acetic acid for accelerated testing), and Kesternich (subjecting test panels to acid rain simulation);
- d) physical and mechanical tests, including flexibility, impact resistance, abrasion resistance, scratch and mar resistance, coating thickness, adhesion, and hot and cold cycling; and

- e) chemical properties testing, including resistance to solvents, chemicals, and various fluids the vehicle will likely encounter in the open environment.

172. On information and belief, Mercedes performed several of the above-described ASTM and SAE test procedures. In fact, Mercedes has developed what is referred to as “Mercedes SAE Standards & Testing” that are used in connection with the testing of their vehicles, including DBL 5471 for a test relating to the “Trim & Molded Padded Parts for Vehicle Interiors (composite parts)” and DBL 5307 “Frame Retardant Properties / Interior Trim Parts,” as well as various other tests relating to the performance of the interior trim materials used on their vehicles, including the Class Vehicles, in simulated real-world conditions. Applied Technical Services, Mercedes SAE Standards & Testing, <http://www.atslab.com/automotive-testing/mercedes-sae-standards-testing.php> (last visited March 27, 2019).

173. The development of the Burl Walnut Wood Trim system, including the testing performed in connection therewith, would have revealed the Burl Walnut Trim Defect. The details regarding the testing performed by Mercedes and the results of that testing are in the exclusive custody and control of Mercedes.

174. On information and belief, prior to the manufacture and sale of any of the Class Vehicles, Mercedes knew of the Burl Walnut Trim Defect through, or as evidenced by, sources such as pre-release materials, workmanship, engineering, manufacturing, development, and testing information; technical service bulletins; service center data; early consumer complaints made directly to Mercedes, collected by NHTSA ODI, and/or posted on public online vehicle owner forums; testing done, including testing in response to consumer complaints; aggregate data from Mercedes dealers; and other internal sources unavailable to Plaintiffs and Class members without discovery.

2. Mercedes Knew Of The Burl Walnut Trim Defect From Their Own Technical Service Bulletins.

175. Defendants were aware of and on actual or constructive notice about the above referenced complaints and investigations.

176. As noted above, Defendants have previously issued a Technical Service Bulletins (TSBs) concerning the defect with the Burl Walnut Wood Trim used in their vehicles. On at least as early as November 22, 2010, Mercedes issued the First TSB (TSB # LI68.10-P-050415 Version 2). *See Ex. A.* The First TSB concerns “Model W212/S212 Affected VIN range: A000988 to A291888 with burl walnut wood trim (sales code 731)” and cites the issues as “[f]ading or discoloration of the

burl walnut trim.” *Id.* A visual example of the defect being exposed was provided as follows:



177. According to Defendants, “[t]he most common affected areas are either behind the SRS label . . . or on the front doors when removing the interior shipping protection material” although “[o]ther areas may also be affected.” *Id.* The cause of the problem was identified as “[i]nadequate UV (ultra violet) ray protection.” *Id.* The remedy identified was to “[r]eplace all wood trim panels with parts kit number as per SI68.30-P-0003A.” *Id.* Defendants instructed dealers to “[p]lease use damage code for most affected part with damage type “XX.” *Id.*

178. The First TSB noted that to fix the issue and replace the trim, the following work had to be done:

- “Remove/install trim strip on dashboard”
- “Remove/install stowage compartment or ashtray housing”
- “Disassemble/assemble center console”

- “Assemble/disassemble door liner in rear Door”
- “Disassemble/assemble front door liner”

Ex. A, p. 2.

179. However, if the defect was not already detectable to the eye, the First TSB instructed dealers to conceal the defect by removing any coverings, including stickers, from the affected areas so that any such fading, discoloration, or cloudiness would not be noticeable as compared to the covered area when any coverings or stickers were removed. *See id.*

180. Specifically, Defendants instructed that “[i]f fading or discoloration is not present then relocate the SRS label to an area on the instrument panel / lower control panel (Fig. 2) and remove any interior transportation protection material from the wood surfaces, such as used on the doors.”



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Ex. A, p. 1-2

181. On November 25, 2013, Defendants issued the Second TSB (LI68.30-P-053962), which contained substantially the same information as the first except expanded the Class Vehicles from a finite VIN # range (“A000988 to A291888 with burl walnut wood trim (sales code 731)”) to the entire W212 series, including “MODEL 212 with CODE (731) Burlled walnut veneer wood finish trim” and “MODEL 212 with CODE (W60) Burlled walnut veneer designo wood trim, brown.” See Ex. B, p. 1 and Ex. C, p. 1. Like the First TSB, the Second TSB noted the defect which caused “[f]adding of the burled walnut veneer wood finish trim parts” that

was caused by “UV radiation.” *Id.* The Second TSB noted that the damage code for affected components is damage type “26.” See Ex. B, p. 2 and Ex. C, p. 2.

182. As noted above, on August 18, 2015, Mercedes issued a ninth version of the Second TSB “LI68.30-P-053962,” with the same title as version four of the Second TSB.

183. Mercedes knew of the Burl Walnut Trim Defect from at least as early as the date they decided to initially issue the First TSB (November 22, 2010). See Ex. A. Upon information and belief, it takes between six months to more than one year (or longer) from the start of a defect investigation to the issuance of a TSB, such as the TSBs issued here. Accordingly, based on the second version of the First TSB alone, Mercedes knew of the Burl Walnut Trim Defect as early as November of 2009 and no later than February of 2010. In addition, Mercedes knew that the Burl Walnut Trim Defect had not been remedied and continued to affect the Class Vehicles, as evidenced by the issuance of multiple versions of the TSB over the course of multiple model years, including up and until the last year of the W212 model. Shockingly, despite the fact that Mercedes admitted to the Burl Walnut Trim Defect back in 2010 when the First TSB was issued, they chose to deceive consumers and instruct dealers on how to hide the defect if it has not become apparent to the naked

eye. Indeed, Mercedes continued to use the same defective Burl Walnut Wood Trim on the Class Vehicles for six more years.

3. Mercedes Knew Of The Burl Walnut Trim Defect From Class Member Complaints Made Directly To Mercedes.

184. Mercedes also knew about the Burl Walnut Trim Defect based on complaints made directly to Mercedes. The large number of complaints, and the consistency of their descriptions of fading, discoloration, and cloudy appearance caused by the defective trim, alerted Mercedes to this substantial defect affecting their most popular and highest selling vehicle.

185. Information as to the full extent of complaints made directly to Mercedes about the defective trim is information presently in the exclusive custody and control of Mercedes and is not yet available to Plaintiffs prior to discovery.

186. However, many Class Vehicle owners complained directly to Mercedes and Mercedes dealerships about the Burl Walnut Trim Defect issues they experienced. The number and consistency of these complaints should have alerted Mercedes to the existence of the Burl Walnut Trim Defect and some of these are reproduced below:

- a) “My case is under consideration. Will know soon what they decide. Here is the photo of what I sent them regarding the fading. It is most prominent on the dashboard trim. You can see from the picture that the dash trim is really ‘washed out’” Posted on mbworld.org June 10, 2015.

- b) “When I was researching the MB ELW, my SA at my local MB dealer said the faded wood was not covered under the ELW. . . . I agree that if your complaints are noted on the service record then that helps your cause. The fading is pretty noticeable and you and the dealer should be able to spot it. Of course the dealer could be telling you it's not faded when it is. If you are very concerned, you could check with another dealer or post some pics here for other opinions.” Posted on mbworld.org June 28, 2015.
- c) “just want to give an update on my case too, my service advisor have been very helpful, however, after submitting the case for approval, MB only decide to cover the labor on the repair, not the parts, I wish it would be the other way around. Currently I'm in the process of drafting an email to MBCC, I'm going to try to push as hard as possible on this” Posted on mbworld.org July 8, 2015.
- d) “I am just suspicious about how this faded wood is being handled in general - maybe it's how MBUSA handles it and not the dealer's fault. For one, the customer has to bring it up and complain as stated in the TSB. Unless you are familiar with the issue from reading about it here, most folks won't realize their wood is faded. Ideally the dealer would point out the issue when they see the car for routine service and ask if the customer would like it addressed. But when I asked about this at my dealer, the SA told me that they're told not to bring it up, the customer has too. MBUSA will only cover it if they document that the customer complains. Maybe some dealers are doing their customers a favor and bringing it up - you would think they would do that so they'd get the work. Then you read about a situation like the OP's where they just replace one piece.” Posted on mbworld.org July 10, 2015.
- e) “Hi, have a CPO 2014 E350 4Matic, purchased with 22K miles in 2016, with (I think) walnut wood trim. The wood has faded noticeably - on the dash, center console and the doors. It's been garaged since I picked it up, and presumably since new. Has anyone else had this problem and had any luck getting it covered under the CPO warranty? I called my local shop and they initially said it would be covered but when I brought it in they said just the opposite (with an attitude).” Posted on mbworld.org October 20, 2018.

- f) “I agree completely. It's impossible to ignore and impacts the driving experience. Then MB tries to hide behind a warranty exclusion when the car's only five years old! I will fight this with MB US. Over the years, my wife and I have had 1 Lexus, 2 Audis, 2 BMWs, 4 MB's, we maintain them by the book and they look and run excellent when we move on to our next car. None of these cars has had any type of interior problem, except for this one. What I learned from posting is that this has been a known problem, for years. MB knew about it and didn't disclose it when it sold the car to me. To say that I am extremely annoyed would be an understatement.” Posted on mbworld.org October 21, 2018.
- g) “Well MB finally got back to me. They're offering to pay half of the parts cost, and that's it. Not happy and not going to do it.” Posted on mbworld.org February 3, 2019.
- h) “I am one of the unsuspecting fools that got faded wood. easy way to tell is open the doors. The piece between the door and the drivers side fuse panel is as it is supposed to be dark. Everywhere else faded. I like the wrap idea but probably still have to pull panels and trim to get a real good fit around and a nice tight professional looking install. Sounds like previous owners either didn't know, didn't care or didn't fight MB hard enough to get it replaced. Not the worst thing in the world. Yes cheap and should have had better UV protection but yes probably a half a million extras that the want to get rid of either through warranty or production. Just because they improve product usually it goes to future vehicles.” Posted on mbworld.org February 3, 2019.
- i) “Now I'm embarrassed to share pictures of my faded wood. Looks gray in places like OP's. No luck with goodwill out of warranty unless you count a service coupon of 15% off \$3k or whatever they wanted for it.” Posted on mbworld.org February 7, 2019.
- j) “The dealer said he would talk to the regional manager. So I phone head office to find out if any of this has been logged anywhere because I complained. Wouldn't you know it, no complaint logged anywhere. So I lodge a complaint with head office! Shortly after that the dealer leaves a message on my vm saying they wouldn't provide a free replacement. Covering their [bases] more than anything else it seems. Even Hyundai

has better quality when it comes to wood trim. A real disappointment.”
Posted on mbworld.org September 4, 2017.

- k) “I have a 2011 E550 where all of the simulated wood trim is badly faded. I took the car to Mercedes of Culter Bay to have it verified at the request of MBUSA. It was, and despite it being a known issue which caused the need to change products for production, MBUSA, their answer was; tough luck because it was a couple K miles from warranty.” Posted on mbworld.org October 18, 2014.
- l) “I have the same problem. The wood trim is fading on my 2010 E350, and I've contacted the MB US Headquarters. They agreed to pay for the materials, but I need to pay for the labor fee which is more than 800 dollars. Since this was their fault for not putting a UV protection layer on the trim, this is completely unreasonable. The customer service at HQ that I talked to were unhelpful and impolite (the lady hung up on me when I wanted to talk to a supervisor), and my case went nowhere. I don't know what the next step is, but if we've got enough people here with the same problems, I think we can figure something out.” Posted on mbworld.org November 2, 2014.
- m) “I have the same issue with my 2011 E350 out of warranty (by time not mileage). After dealer verification and talking to MBUSA, by request, they told me to take a hike. Very disappointed - this is my 9th MB and I have never had even a hint of fading trim in these cars.” Posted on mbworld.org October 11, 2015.
- n) “I have a CPO 2011 E350, and got declined on the repair, but I have more than 5 MB dealerships in 50 miles range, should I try the rest of them?” Posted on mbworld.org October 13, 2015.
- o) “My local dealer told me to go to MBUSA. MBUSA said they would not offer any goodwill but did ask dealer to provide a discount. IIRC they offered to take 15% off but it was still too rich for my blood. MBUSA told me that since I bought it from a non-MB dealer, as a first time MB owner and it was out of warranty (by 200 miles) when I purchased it that I was not eligible for any consideration. Sad to see that folks who have owned 9 MB's or others who purchased from a MB

dealer and being treated the same way. So much for loyalty.” Posted on mbworld.org October 13, 2015.

- p) “I too have this problem with my 2010 e350. I just purchased this car about a week ago and hadn't noticed the faded trim until my girlfriend mentioned it to me after I took it home. Having never owned a mb I assumed the wood grain was a faded/beige color. After comparing to the wood grain of the cup holder and steering wheel, It was night and day. Makes the car depreciate a lot more now that I can't unsee it. Compare the wood grains one the dash vs the cup holder and steering wheel. I contacted mbusa and spoke with a customer rep who wasn't too friendly. She ultimately told me to go to a local dealer to have them look at it and contact upper management as a goodwill claim. I went to Mercedes Burlington and now am waiting for someone to contact me. I'm highly doubtful I'll get any goodwill as this is my first MB and it was purchased privately.” Posted on mbworld.org November 1, 2015.
- q) “I have 2011 E350 and started noticing that the wooden trim around the dash board is beginning to fade exhibiting cloudiness, discoloration and sun-spots. I am aware that there was a technical bulletin for this problem on earlier W212s. However my VIN number falls well outside the range of the affected cars. Took the car to Mercedes Benz San Diego and showed it to the service advisor and his manager. First they tried to tell me that it was a normal occurrence of wood 'maturing' in the sun. When I pointed the color difference between the color of the wood trim around the dashboard and the ones on the doors, they agreed that there was definitely fading. The service advisor took pictures with his iPhone and promised to escalate it directly to MB HQ to get their guidance. Today (two weeks later) I get a call from SA with an offer. He claimed that it would cost MB over \$3000 to replace all the wood trim in the car but they would be willing to do it if I would cover \$1000! They could also replace just the faded pieces under warranty but, obviously, they wouldn't match the rest of the wood trim around the car. I am getting impression that the dealer is trying to cut corners and get away with doing the work. No reasonable person would replace just several wood panels to ruin the look of the interior. But I am also not insane to pay \$1000k for something that should be done under warranty. I think they know this and using this tactic for me to just go

away. What do you guys think? I am going to try a different dealer but is there a way to escalate this issue?" Posted on mbworld.org July 12, 2012.

- r) "Well, I got a call back from the customer rep who reviewed my case. They said they will not make a goodwill adjustment in my case. Their reason why was I just purchased the vehicle (not a long term owner) and it is also my first MB (everyone has a first right). I asked who could I appeal their decision to and they said no one. No supervisor can review - the rep is empowered by executive management. More warm fuzzies. Despite my personal situation, what I can't seem to get past is the fact that they are not concerned with an inferior product that they provided their customers. Why was this not recalled and required to be replaced? Why are they only doing this for customers who complain during the warranty period? If they know their product is defective they should fix it even if that means issuing a recall. Imagine how many people out there don't know about this and are driving around with faded wood. Most of them with 2010 or 2011 models with this issue are either out warranty or less than a year from expiration. They might be thinking to themselves that the quality of MB has gone down. People that see their cars may also get the same impression. I know this is not a faulty GM ignition switch. It is cosmetic. And I understand that all car parts show their age with time and use. But many have reported the fading right when they bought their cars. Heck this thread started 3.5 years ago. Maybe if I wait long enough and others out of warranty have this issue they will eventually address it. Not holding my breath..." Posted on mbworld.org April 3, 2014.

Accounts of this problem and attempts to get Defendants to fix the issue are countless. Defendants are well aware of this issue and refuse to cover it under warranty, and upon information and believe, some individual dealers have fixed the issue and absorbed the cost under a "goodwill account."

187. Even more surprising, even where the Burl Walnut Wood Trim has been repaired/replaced, the replacement Burl Walnut Wood Trim has faded, discolored, and been rendered cloudy in appearance. In other words, the repair kits for the Burl Walnut Wood Trim are just as defective as the original Burl Walnut Wood Trim installed in the Class Vehicles in the first instance.

188. Defendants are aware that replacement Burl Walnut Wood Trim fades, discolors, and becomes cloudy just like the original trim, yet they continue to replace defective Burl Walnut Wood Trim interior with equally defective Burl Walnut Wood Trim interior. Unsurprisingly, this leads to the need to replace it yet again, and in short order. Many Class Vehicle owners complained directly to Defendants and Mercedes dealerships about the Burl Walnut Trim Defect issues they experienced even with the replacement trim. The number and consistency of these complaints should have alerted Mercedes to the fact that replacing the Burl Walnut Wood Trim with equally defective wood trim does not solve their customers' problems. Some Class members' experience with this and reporting to Defendants are reproduced below:

- a) "Folks, I just wanted to report some good news. I just got my faded wood recently replaced... a second time. The first time was in 2013, entire wood trim replaced under warranty, and it didn't take long for the wood to fade again. . . . was out of warranty. They replaced all of the wood trim. Luckily after working with a customer service and the

local dealer, the repair was good-willed” Posted on mbworld.org September 3, 2017.

- b) “My CPO and then my extended has been covering this problem because I had the first set replaced under the factory warranty. I’m on my 4th full wood trim replacement on my 2010 E350 4Matic because the replacements get milky quicker then the original. This is the 4th time at \$3,000 a pop courtesy of MB, and whomever their subpar supplier may be?” Posted on benzworld.org on May 11, 2015.

189. This problem was also documented in an article from “NBC 6 Responds,” a “consumer investigative center” at NBC Miami Channel 6. *See* <https://www.nbcmiami.com/news/local/Cars-Wood-Trim-Fades-in-Hot-Florida-Sun-431177953.html>. There, Lawrence Mintz documented his experience with the defective Burl Walnut Wood Trim. “When his 2010 Mercedes E-350 was just three years old, the trim had faded and he had it replaced. This car was still under warranty, so the fix was free.” *Id.* “Fast forward to 2017 and the wood trim has faded again. [That time, he was] told the repair will come out of his pocket.” *Id.* Defendants told him that “it would cost [him] \$3,800 to replace the wood.” *Id.* NBC 6 Responds got involved and publicized the matter, and only after the public shaming and aggressive advocacy from NBC 6 Responds did Defendants finally capitulate and replace the trim pursuant to a “goodwill gesture.” This, however, does not protect him in the future for when that second trim inevitably fades, discolors, and becomes cloudy just like his first two trim packages because Defendants are simply

replacing defective Burl Walnut Wood Trim with equally defective Burl Walnut Wood Trim. This is no solution because it just kicks the can down the road and gives Defendants a stronger argument that they should not be forced to replace it.

190. Further, knowledge of the defect is evidenced by recognition of an issue with the Burl Walnut Trim Defect by the Mercedes' employee Plaintiffs spoke with about their vehicle's trim issues when they complained directly to Mercedes. For example, Callen and Burton were specifically told by an employee at their Mercedes dealership that Mercedes knew about the defect and it was a problem with the Burl Walnut Wood Trim.

4. Mercedes Knew Of The Burl Walnut Trim Defect From Repair Data.

191. Mercedes also knew or should have known about the Burl Walnut Trim Defect because of the large number of replacement/repair jobs they performed on vehicles with Burl Walnut Wood Trim interior due to fading, discoloration, and the cloudy appearance of the trim.

192. For instance, the service department manager at the Mercedes dealership expressed to Callen that he had been involved in replacing numerous Burl Walnut Wood Trim interiors in Class Vehicles.

193. Upon information and belief, Mercedes collects, reviews, and analyzes detailed information about repairs made on vehicles at their dealerships and service

centers, including the type and frequency of such repairs. Complete data on such repairs is exclusively within Mercedes' control and unavailable to Plaintiffs prior to discovery.

5. Mercedes Knew Of The Burl Walnut Trim Defect From Class Member Complaints Collected By NHTSA's Office Of Defect Investigations.

194. Mercedes knew or should have known about the Burl Walnut Trim Defect based on manufacturer communications with the NHTSA.

195. Federal law requires automakers like Mercedes to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement, backed by criminal penalties for violation, of confidential disclosure of defects by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, [114 Stat. 1800](#) (2000).

196. Thus, automakers should and do monitor NHTSA databases for consumer complaints regarding their automobiles as part of the automakers ongoing obligation to identify potential defects in their vehicles, including material and workmanship related defects, such as trim defects causing fading, discoloration, and a cloudy appearance to the interior trim.

197. From their monitoring of the NHTSA databases, Mercedes knew or should have known about the defective Burl Walnut Wood Trim which was demonstrating fading, discoloration, and cloudiness in its appearance.

6. Mercedes Knew Of The Burl Walnut Trim Defect Based On Class Member Complaints On Public Online Forums.

198. In addition to complaints made directly to Mercedes and communications with the NHTSA, many Class Vehicle owners posted complaints about the Burl Walnut Trim Defect on public online vehicle owner forums. The following is a small sampling of such complaints:

- a) “My wood trim on my 2010 E350 is fading. I only have 12,500 miles and have kept the car garaged mostly. I noticed in another forum some people have the same problem. I went through the first 10-15 pages here and didn't see anything. Is anyone else having this problem. I found this bulletin, LI68.10-P-050415, option code 731 (burl wood). Affects VIN series A000988 through A291888 on another site. I brought the car in last week and was told they would replace the wood early this week. Now they're telling me there is a national back-log on the trim and cannot say when they will get it. Is there that big of a problem with the wood trim? Anyway, I posted a quick [video] to display my wood trim fading.” Posted on benzworld.org October 16, 2013.
- b) “I just purchased a 2010 e350 last Friday. Unbelievably enough, I did not notice the fading until I sat in the passenger seat in the daytime earlier today. The fading is really bad. I noticed it just before heading to the dealer - asked the dealer about it and they said it would be \$4k to replace!!! My car is out of warranty due to miles. Any suggestions?? Posted on mbworld.org on June 11, 2010.” Posted on benzworld.org January 20, 2014.

- c) “Just to say that I too had fading wood on my 2010 E350. The car was out of MB warranty but still covered under the dealer 1 year CPO. Of course the dealer 1 year CPO does not include warranty on this item. I appealed to reason and the dealer said they'd do it if I paid the labor, which is about \$450. I found this to be acceptable since I knew the wood was not covered under the dealer CPO warranty (the sales guy was helpfully clear that it only covers mechanical stuff at the time I bought the car). The wood kits are \$2300 so the full nut would have been \$2750. So good for the dealer and I'll get the problem fixed. Wish I knew about it at the time of purchase but such is life.” Posted on benzworld.org August 29, 2014.
- d) “Just for everyone's information. The Mercedes part number for the burled walnut replacement trim kit is 2126801293 (or A2126801293 if you like putting the A in front). List price for this is \$2900. I have reports of people getting it for just under \$2000 but not's on a good day. My interior is fading and I am out of warranty (in time not milage) and MB will not help. So, even if your interior trim is not fading severally, I'd recommend taking it in and having it replaced before your warranty runs out and you are on your own. And, please, if you find any good pricing out there please pass it along.” Posted on benzworld.org October 7, 2015.
- e) “I agree and did talk to MB and was rejected. I intend to take it a bit further than that - but really don't want to hijack this thread. I'd simply recommend that others use their warranty to it's full extent especially on this issue because it needs to be addressed. As I said in an earlier post - I have had 8 others of varying levels of age (see sig) and never saw this issue until the W212 which is, otherwise, an excellent vehicle. It's extremely disappointing.” Posted on benzworld.org October 7, 2015.
- f) “Hello everyone. Does anyone know if this is also a common problem on w212 2013 e350 wagons? I recently bought mine from dealer with original factory warranty left over. I have noticed some fading in certain areas. Should this be covered under warranty. Thanks in advance.” Posted on benzworld.org July 4, 2016.

199. As shown by this small sampling of complaints from forums and websites such as www.mbworld.org and www.benzworld.org, which are shown directly above and the other public forum complaints referenced above in this Complaint, consumers have been vocal in complaining for years about the Burl Walnut Trim Defect and the damage it has caused. A multi-billion-dollar vehicle materials, engineering, manufacturing, and development company such as Mercedes undoubtedly tracks and has tracked such sites and was aware or should reasonably have been aware of the Burl Walnut Trim Defect in the Class Vehicles.

200. In sum, Mercedes has actively concealed the existence and nature of the latent defects with the Burl Walnut Wood Trim interior from Plaintiffs and the putative Class members since at least early 2010 despite their knowledge of the existence and pervasiveness of the Burl Walnut Wood Trim, and certainly well before Plaintiffs and the putative Class members purchased their Class Vehicles. Specifically, Mercedes has:

- a) failed to disclose, at and after the time of purchase, lease, and/or service, any and all known material defects of the Class Vehicles, including the interior trim defect;

- b) failed to disclose, at and after the time of purchase, lease, and/or service, that the Burl Walnut Wood Trim in the Class Vehicles were defective and not fit for their intended purposes;
- c) failed to disclose, and actively concealed, the fact that the interior trim and UV protectant used on the Class Vehicles were defective, despite the fact that Mercedes learned of the defect as early as 2010, and likely even earlier;
- d) failed to disclose, and actively concealed, the existence and pervasiveness of the Burl Walnut Trim Defect even when directly asked about it by Class members during communications with Mercedes, Mercedes Customer Assistance, Mercedes dealerships, and Mercedes service centers;
- e) actively concealed the trim defect by forcing Class members to bear the cost of replacing the Burl Walnut Wood Trim, while at the same time performing those services at no (or lower) cost for certain of those who complained vocally and often, and even then, often requiring dealers to utilize their “good will” account instead of recognizing the issue for what it is—a known defect that Defendants have attempted to hide for almost 10 years;

- f) actively concealed the interior trim defect by inadequately repairing or replacing the Burl Walnut Wood Trim in the Class Vehicles such that the replacement trim also fades, discolors, and becomes cloudy in the same way the original did, and as a result, the trim defect has never been permanently corrected in the Class Vehicles, even though Plaintiffs and the putative Class members were led to believe that the services would cure, and, in fact, had cured the trim defect in their Class Vehicles;
- g) actively concealed the trim defect by knowingly repairing or replacing the Class Vehicles with the same defective Burl Walnut Wood Trim, while knowing and concealing that the replacement or repair to the Class Vehicles would not prevent and/or cure the problems associated with the defect because the replacement trim used in the Class Vehicles remained defective; and
- h) actively concealed the trim defect by knowingly repairing or replacing the Class Vehicles with Burl Walnut Wood Trim using the same process, in both manufacturing and application, while knowing and concealing that repairing or replacing the trim in the vehicles with the same Burl Walnut Wood Trim would not prevent and/or cure the

problems associated with the trim defect because the process by which the Burl Walnut Wood Trim was manufactured and installed in the Class Vehicles remained defective.

H. DEFENDANTS' INADEQUATE REMEDY

201. As evidenced by the repair instructions in the First and Second TSBs (*see* Ex. A, Ex. B, and Ex. C), as well as the experiences of Class members and the estimates they have received after their Class Vehicles experienced the interior trim defects, repairing or replacing the Class Vehicles, even if done properly, does not cure the trim defect and does not remedy the diminution of value that occurs as a result of the removal of the original interior.

202. As shown above, Defendants alleged solution, which they sometimes cover under warranty but usually do not, just kicks the can down the road because the replacement Burl Walnut Wood Trim interior pieces are just as defective as the original Burl Walnut Wood Trim that it replaced—in other words, the Burl Walnut Wood Trim, even if replaced, is replaced with defective Burl Walnut Wood Trim and is a ticking time bomb that is guaranteed to fade, discolor, and become cloudy again. Defendants appear to have adopted a strategy of fixing the issue where it is absolutely necessary (*e.g.*, when a consumer watchdog like NBC 6 Responds

intervenes) in the hope of wearing out their customers with the hopes that they accept the fate of their alleged luxury interior trim.

203. However, even if the Class Vehicles were properly repaired without Defendants simply installing another defective Burl Walnut Wood Trim, their values would still be diminished, as altered newer vehicles are worth less than vehicles with original interiors. Indeed, there is a stigma associated with interiors that are altered in vehicle, especially from a luxury brand like Mercedes, and the fact that a vehicle's interior has been altered is often used by a potential buyer as a bargaining chip to lower the price.

204. In addition, anticipated car purchasers often shy away from a vehicle that has its interior altered, as it rings alarm bells that the vehicle may have been damaged in an accident or subjected/exposed to unnatural conditions and replaced as a result. A non-original interior could also be an indication of major repairs to the Class Vehicle that are being hidden.

205. In fact, Mercedes even tells their dealers that when evaluating vehicles for inclusion in their CPO Program that they “ensure our Certified Pre-Owned vehicles offer the hallmark appearance of a Mercedes-Benz” and to “evaluate and address any areas in need of repair or refinishing—both inside and out—to provide the high-quality finish for which Mercedes-Benz is known.”

206. Indeed, Mercedes dealerships know about the issues with the Burl Walnut Wood Trim interior and factor that into their decisions to purchase and offer that vehicle for sale, whether through the CPO program or otherwise, which results in the value being worth less than it otherwise would be, and especially if it is already displaying fading, discoloration, and cloudiness.

207. Kelley Blue Book (“KBB”) similarly bases its appraisals on the condition of the vehicle. KBB divides the condition of used vehicles into the following four grades:

Excellent condition means that the *vehicle looks new*, is in excellent mechanical condition and needs no reconditioning. This vehicle has never had any paint or body work and is free of rust. The vehicle has a clean Title History and will pass a smog and safety inspection. The engine compartment is clean, with no fluid leaks and is free of any wear or visible defects. The vehicle also has complete and verifiable service records. Less than 5 percent of all used vehicles fall into this category.

Good condition means that the vehicle is *free of any major defects*. This vehicle has a clean Title History, the paint, body *and interior have only minor (if any) blemishes*, and there are no major mechanical problems. There should be little or no rust on this vehicle. The tires match and have substantial tread wear left. A "good" vehicle will need some reconditioning to be sold at retail. Most consumer owned vehicles fall into this category.

Fair condition means that the *vehicle has some* mechanical or *cosmetic defects* and needs servicing but is still in reasonable running condition. This vehicle has a clean Title History, *the* paint, body and/or *interior need work performed by a professional*. The

tires may need to be replaced. There may be some repairable rust damage.

Poor condition means that the *vehicle has severe* mechanical and/or *cosmetic defects* and is in poor running condition. The vehicle may have problems that cannot be readily fixed such as a damaged frame or a rusted-through body. A vehicle with a branded title (salvage, flood, etc.) or unsubstantiated mileage is considered “poor.” A vehicle in poor condition may require an independent appraisal to determine its value.

208. The vehicle’s interior, including trim, has a substantial effect on resale value and, by nature and available valuation scales, and the presence of the Burl Walnut Trim Defect degrades the value of a car to “fair” condition in a car that is otherwise in “excellent” or “good” condition. Additionally, a car that is in “fair” condition cannot possibly be “exceptional,” “the best,” have “high resale value,” be a “clean-skinned beauty . . . with high quality fit and finish, inside and out,” or exhibit or express any of the other adjectives used by Mercedes to advertise their vehicles as luxury or exclusive.

I. PLAINTIFFS AND CLASS MEMBERS WERE DAMAGED BY THE BURL WALNUT TRIM DEFECT

209. Plaintiffs and the putative Class members purchased or leased the Class Vehicles based on their reasonable but mistaken belief that their Class Vehicles were of high quality, durable, and free of defects. However, the Class Vehicles delivered by Mercedes were not those for which Plaintiffs and the putative Class members

bargained. Rather, the Class Vehicles suffered from a common defect—the Burl Walnut Trim Defect. Had Plaintiffs and the putative Class members known of the trim defect, they would have either: (a) paid substantially less for the Class Vehicles; (b) required an immediate remedy that restored the Class Vehicles to the conditions bargained for; or (c) not purchased or leased the Class Vehicles.

210. Because of the disparity between the quality of the Class Vehicles negotiated for and the Class Vehicles actually received, Plaintiffs and the putative Class members suffered economic harm.

211. This economic harm can be quantified as: (a) the economic value of an effective remedy that restores the Class Vehicles to their expected conditions (or the economic harm from the lack of that remedy); (b) the discount that Plaintiffs and the putative Class members would have required to accept the Class Vehicles in their actual condition; and/or (c) the diminished value of the Class Vehicles, both those that have had their Burl Walnut Wood Trim repaired or replaced and those that have not.

212. Plaintiffs and the putative Class members paid premiums to purchase and lease the Class Vehicles as a result of the brand, quality, durability, and value representations made by Mercedes. A vehicle purchased or leased with the reasonable expectation that it is of high quality and durable as advertised is worth

more than a vehicle known to be subject to the problems or risks associated with the Burl Walnut Wood Trim interior. Plaintiffs and the putative Class members were harmed from the day they drove their Class Vehicles off the lot because they did not get what they paid for—a high-quality and durable vehicle that would retain its value under normal conditions.

213. As a direct result of Mercedes' misrepresentations and omissions, Plaintiffs and the putative Class members overpaid for their Class Vehicles and did not receive the benefit of their bargain. Plaintiffs and the putative Class members paid a premium for the Class Vehicles, which Mercedes advertised as being durable and of high-quality, and received Class Vehicles that contained a known but concealed defect. Mercedes was unjustly enriched because it obtained and retained monies paid by Plaintiffs and the putative Class members who paid a price for the Class Vehicles that was higher than the value of the vehicles they received in return.

214. In addition, the widespread disclosure of the trim defect has caused a decrease in the value of the Class Vehicles, and, therefore, Plaintiffs and the putative Class members have suffered a direct pecuniary loss in the form of the decreased value of their Class Vehicles, even when the Burl Walnut Wood Trim fading, discoloration, and clouded appearance has not yet manifested.

215. Because of Mercedes' unfair, deceptive, and/or fraudulent business practices, and their failure to disclose the Burl Walnut Wood Trim and the problems associated therewith, owners and lessees of the Class Vehicles have suffered losses in money and/or property.

216. Plaintiffs and the other Class members were injured as a result of Mercedes' conduct in that Plaintiffs and the other Class members overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value, whether the trim in them are repaired or replaced or not. These injuries are the direct and natural consequence of Mercedes' misrepresentations and omissions.

J. FRAUDULENT CONCEALMENT FACTS DETAILED

217. Absent discovery, Plaintiffs are unaware of, and unable through reasonable investigation to obtain, the true names and identities of those individuals at Mercedes responsible for disseminating false and misleading marketing materials and information regarding the Class Vehicles. Mercedes necessarily is in possession of, or has access to, all this information. Plaintiffs are, however, able to provide sufficient specificity on the concealment, as set forth herein.

218. Defendants owed a duty to Plaintiffs and the putative Class members to disclose to them what was known about the Burl Walnut Wood Trim as soon as they

were known. Defendants knew that Plaintiffs and the putative Class members chose the Mercedes brand and, specifically, the Burl Walnut Wood Trim, intentionally and for the purpose of displaying their luxury vehicles in with this attractive and signature Mercedes interior (when it is not defective). Because of the particular nature of Plaintiffs and the putative Class members who sought out the Mercedes brand and the Burl Walnut Wood Trim, Defendants were on notice that the Plaintiffs and the putative Class members expected certain qualities from the Burl Walnut Wood Trim.

219. Plaintiffs' claims arise out of Mercedes' fraudulent concealment of the interior trim defect and the fading, discoloration, and clouding of the Class Vehicles' Burl Walnut Wood Trim it causes, and their representations about the quality, durability, and value of the Class Vehicles, including the trim used in the Class Vehicles.

220. To the extent that Plaintiffs' claims arise from Mercedes' fraudulent concealment, there is no one document or communication, and no one interaction, upon which the Plaintiffs and putative Class members base their claims. Plaintiffs allege that at all relevant times, including specifically at the time they purchased their Class Vehicles, Mercedes knew, or was reckless in not knowing, of the trim defect; Mercedes was under a duty to disclose the trim defect based upon their

exclusive knowledge of it, their affirmative representations about it, and their concealment of it. Mercedes never disclosed the trim defect to Plaintiffs or the public at any time or place or in any manner.

1. Defendants' Duty To Disclose The Known Defect

221. The particular circumstances of this case gave rise to a duty for Defendants to disclose the Burl Walnut Trim Defect to Plaintiffs and Class members. As noted above, none of the Plaintiffs have any expertise or specific knowledge of vehicle interior manufacturing or wood trim manufacturing. On the other hand, Defendants have superior and extensive knowledge and expertise concerning burl walnut wood, interior trimming, and UV coating of burl walnut wood to ensure the represented durability, fit and finish promised by Defendants. Defendants have manufactured and sold vehicles with burl walnut wood trim for decades, which gives them expertise and asymmetric knowledge of interior trim materials and workmanship as compared to Plaintiffs.

222. Moreover, this is not a situation where Defendants had knowledge and simply neglected to disclose that knowledge. Here, Defendants actively represented that trim defects had been "taken care of." Plaintiffs have no expertise in vehicle trim manufacturing and treatment of burl walnut wood used in Burl Walnut Wood Trim, and they reasonably relied on Defendants (with their significant expertise in

the manufacture and treatment of Burl Walnut interior trimming) and their representations about the Burl Walnut Wood Trim. Defendants, upon endeavoring to make specific representations about their vehicle trim and any associated defects, were required to and had a duty to disclose their full knowledge on that subject, which included their knowledge of the Burl Walnut Trim Defect. That principle is additionally true with respect to Plaintiffs Callen and Burton, who also each received a CPO report stating that their Class Vehicle's interior "trim and molding" were "OK – Passed" prior to their purchase as part of their CPO reports.

223. Additionally, and as noted above, Defendants have made great efforts to tout the superior, luxury nature of the Class Vehicles, and have specifically marketed towards and gained as customers the Plaintiffs and Class members through that marketing campaign and the related points of differentiation, creating a special relationship between Defendants and Plaintiff and Class members, that special relationship being that of a specialty vehicle provider for vehicles with certain qualities, durability, and high resale value.

224. Finally, here, Defendants took steps and actively disseminated information to their agents (Mercedes dealers) directing them to conceal the Burl Walnut Trim Defect to avoid Plaintiffs' and Class members' discovery of the defect prior to their purchases, which warrant a finding of a duty to disclose when active

steps were taken by Defendants to ensure no reasonable (or even particularly educated) Plaintiff or Class member could discover the Burl Walnut Trim Defect prior to their purchases, thereby removing Plaintiffs' and Class members' ability to choose whether or not to purchase (and how much to pay for) the Class Vehicle that had the Burl Walnut Trim Defect.

2. Who, What, When, Where, How, And Why

225. Plaintiffs make the following specific fraud allegations with as much specificity as possible although they do not have access to information necessarily available only to Mercedes, and Plaintiffs further incorporate by reference all statements relied on by "Plaintiffs" as alleged above:

- a) **Who:** Mercedes actively concealed the Burl Walnut Trim Defect from Plaintiffs and the putative Class members while simultaneously touting the quality and durability of the Class Vehicles, as alleged, *supra*. Plaintiffs are unaware of, and therefore unable to identify, the true names and identities of those specific individuals at Mercedes responsible for such decisions but upon information and belief understand them to be employees within the sales and marketing division of Defendants.

- b) **What:** Mercedes knew, or was reckless or negligent in not knowing, that the Class Vehicles contain the Burl Walnut Trim Defect, as alleged, *supra*. Mercedes concealed the Burl Walnut Trim Defect and made contrary representations about the quality and durability, and other attributes of the Class Vehicles, as alleged, *supra*. In fact, Defendants in the First TSB actively instructed dealers to take express steps to hide the Burl Walnut Trim Defect if it was not already expressing itself through the fading, discoloration, and cloudiness that inevitably develops in the defective Burl Walnut Wood Trim, as alleged, *supra*.
- c) **When:** Mercedes concealed material information regarding the Burl Walnut Trim Defect at all times and made representations about the quality and durability of the Class Vehicles, starting no later than 2010, or at the subsequent introduction of certain years models of Class Vehicles to the market, continuing through the time of sale/lease, and on an ongoing basis, and continuing to this day, as alleged, *supra*. Mercedes has not disclosed the truth about the trim defect in the Class Vehicles to anyone outside of Mercedes. Mercedes has never taken any action to inform consumers about the true nature of the trim defect in Class Vehicles. And when consumers brought their Class Vehicles to

Mercedes complaining of the fading, discoloration, and clouding of the Burl Walnut Wood Trim in their Class Vehicles, Mercedes denied any knowledge of, or responsibility for, the Burl Walnut Trim Defect, and in many instances, actually blamed owners/lessees for causing the problem. A prime example of this deception and concealment is when Defendants instructed dealers to take measures to hide the defect in the First TSB, as alleged, *supra*, in as far back as November of 2010 (and likely earlier in the first version of the First TSB, which Plaintiffs have been unable to locate). *See Ex. A.*

- d) ***Where:*** Mercedes concealed material information regarding the true nature of the Burl Walnut Trim Defect in every communication it had with Plaintiffs and the putative Class members and made contrary representations about the quality and durability of the Class Vehicles. Plaintiffs are aware of no document, communication, or other place or thing in which Mercedes disclosed the truth about the Burl Walnut Trim Defect in the Class Vehicles to anyone outside of Mercedes. Such information is not disclosed, never mind adequately disclosed, in any sales documents, displays, advertisements, warranties, owner's manual, or on Mercedes' website—despite the fact that it knew of the defect and

knew how to instruct dealers on how to hide the defect by moving stickers and coverings from the Burl Walnut Wood Trim such that the fading, discoloration, and cloudiness of the Burl Walnut Wood Trim is not apparent to customers when they purchase the Class Vehicle.

- e) **How:** Mercedes concealed the Burl Walnut Trim Defect from Plaintiffs and the putative Class members and made representations about the quality and durability of the Class Vehicles. Mercedes actively concealed the truth about the existence and nature of the Burl Walnut Trim Defect from Plaintiffs and the putative Class members at all times, even though it knew about the Burl Walnut Trim Defect and knew that information about the Burl Walnut Trim Defect would be important to a reasonable consumer, and Mercedes promised in their marketing materials that the Class Vehicles have qualities that they do not have. Prime evidence of Defendants knowledge that the Burl Walnut Trim Defect would be important to decision making is the fact that it instructed dealers to replace Burl Walnut Wood Trim that was expressing the defect and to take efforts to prevent the defect from being apparent in those Class Vehicles that were not yet expressing the

fading, discoloration, and cloudy appearance that would inevitably develop in the Burl Walnut Wood Trim.

- f) **Why:** Mercedes actively concealed material information about the Burl Walnut Trim Defect in Class Vehicles for the purpose of inducing Plaintiffs and the putative Class members to purchase or lease Class Vehicles, rather than purchasing or leasing competitors' vehicles and made representations about the quality and durability of the Class Vehicles. Had Mercedes disclosed the truth, for example in their advertisements or other materials or communications, Plaintiffs (and reasonable consumers) would have been aware of it and would not have bought the Class Vehicles or would have paid less for them.

226. Had Defendants disclosed the Burl Walnut Trim Defect to Plaintiffs and the putative Class members, they would not have been damaged, as alleged *supra*, as they would not have purchased or leased their Class Vehicles. Plaintiffs and the putative Class members, because of the nature of the Class Vehicles as luxury and special vehicles, would have been in a position, whether *via* advertising, marketing, research or otherwise to have learned of Defendants' disclosures concerning the Burl Walnut Trim Defect.

227. Further, had Defendants disclosed the Burl Walnut Trim Defect, the asking price or sticker price of the Class Vehicles would have been considerably less than other Mercedes cars of similar vintage and mileage but with differing interior trims, thereby putting Plaintiffs and the putative Class members in a position to learn of the Burl Walnut Trim Defect prior to purchase or lease. The Class Vehicles would also have been more effectively and consistently compared to competitors' cars, thereby putting Plaintiffs and the putative Class members in a position to learn of the Burl Walnut Trim Defect prior to purchase or lease.

CLASS ACTION ALLEGATIONS

228. Plaintiffs bring this action on behalf of themselves and others similarly situated as a class action pursuant to [Federal Rule of Civil Procedure 23](#). The Classes which Plaintiffs seek to represent are composed of and defined as (collectively "Class"):

- a) A class of all consumer residents in the United States who own, owned, lease, or leased a Class Vehicle.
- b) By Callen, a subclass of all consumer residents in South Carolina who own, owned, lease, or leased a Class Vehicle.
- c) By Callen, a subclass of all consumer residents in North Carolina who own, owned, lease, or leased a Class Vehicle.

- d) By Burton, a subclass of all consumer residents in Ohio who own, owned, lease, or leased a Class Vehicle.
 - e) By Burton, a subclass of all consumer residents in Oregon who own, owned, lease, or leased a Class Vehicle.
 - f) By Finkenauer, a subclass of all consumer residents in Virginia who own, owned, lease, or leased a Class Vehicle.
 - g) By Collier, a subclass of all consumer residents in New Jersey who own, owned, lease, or leased a Class Vehicle.
 - h) By Collier, a subclass of all consumer residents in Pennsylvania who own, owned, lease, or leased a Class Vehicle.
229. The following persons are excluded from the definition of the Class:
- a) U.S. District Court judges, magistrate judges of any U.S. District Court, judges of the U.S. Court of Appeals for the Eleventh Circuit, and U.S. District Court personnel having any involvement with administration and/or adjudication of this lawsuit;
 - b) Class counsel and their employees; and
 - c) Employees of Defendants.

230. This action has been brought and may properly be maintained as a Class action pursuant to the provisions of the Federal Rules of Civil Procedure, for these reasons:

- a) Members of the Class are geographically distributed throughout the United States and exceed 10,000 in total so that their joinder is impractical;
- b) Common questions of law or fact exist as to all members of the Class and predominate over any questions affecting only individual Class members;
- c) Plaintiffs' claims are typical of the claims of the members of the Class under [Federal Rule of Civil Procedure 23](#). Each member of the Class either owns, owned, leases, or leased a Class Vehicle;
- d) Plaintiffs will fairly and adequately protect the interest of the Class as required by [Federal Rule of Civil Procedure 23](#), and have no interests which are adverse to the interest of the Class. They have retained counsel who has substantial experience in the prosecution of Class actions;
- e) The prosecution of separate actions by individual members of the Class would create the risk of (i) inconsistent or varying adjudications with

respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; or (ii) adjudications with respect to individual members of the Class which would as a practical matter be dispositive of the interest of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interest;

- f) Pursuant to Federal Rule of Civil Procedure 23(b)(2), Defendants have acted or refused to act on grounds generally applicable to Plaintiffs and Class, causing injury to them and making Class-wide relief appropriate, specifically declaratory and injunctive relief; and
- g) The questions of law or fact common to the Class predominate over questions affecting only individual members. A Class action is superior to all other available methods for the fair and efficient adjudication of this controversy under Federal Rule of Civil Procedure 23. The harm suffered by many individual members of the Class may not be great enough to warrant the expense and burden of individual litigation, which would make it difficult or impossible for individual members of the Class to redress the wrongs done to them. Individualized litigation would also present the potential for inconsistent or contradictory

judgments and would magnify the delay and expense to all parties and the court system in multiple trials of the complex factual issues of the case. By contrast, the conduct of this action as a Class action presents far fewer management difficulties, conserves the resources of the parties and the court system, and protects the rights of each Class member.

CAUSES OF ACTION

COUNT ONE: BREACH OF EXPRESS WARRANTY (FOR ALL CLASSES)

231. Plaintiffs, individually and for the Class, hereby incorporate each and every allegation set forth above as though fully set forth herein.

232. For each Class Vehicle, an express written warranty was issued that covered the vehicle, including but not limited to the interior trim, and which warranted the vehicle to be free of defects in materials and workmanship at the time of delivery.

233. Defendants breached their warranties by offering for sale and selling vehicles with defective trim and whose application was defective, thereby subjecting the occupants of the Class Vehicles purchased or leased to damages and risks of loss and injury.

234. Defendants further issued an express written warranty to the original owner, and each subsequent owner, that an authorized Mercedes-Benz dealer would make any repairs or replacements necessary to correct defects in material or workmanship arising during the warranty period, without cost, and that the warranty would expressly cover subsequent owners.

235. Defendants breach the warranties by refusing to repair or replace the Class Vehicles for latent defects which arose during the warranty period or refusing to do so without charge to the owners.

236. Plaintiffs gave notice to Defendants as required under any express written warranty, and Defendants were further on direct and constructive notice of the Burl Walnut Trim Defect separate and apart from the notice provided by Plaintiffs. Authorized Mercedes dealerships, such as the ones that Plaintiffs and putative Class members communicated with, wrote to, and ultimately denied warranty coverage for the trim defect, were authorized agents of Defendants. Indeed, at all relevant times, Defendants' authorized dealerships were their agents for motor vehicle repairs and warranty issues because they performed repairs, replacements, and adjustments covered by Defendants' manufacturer warranties, and the relevant warranties specifically authorize any such Mercedes-Benz authorized dealer (or center) to act on their behalf and to accept warranty notices.

Indeed, Mercedes strictly controls dealer/center communications with customers down to the very things they can and cannot say to and do for customers like Plaintiffs and Class members related to the Mercedes brand. *See generally* Exhibit F.

237. Defendants knew that their Class Vehicles would be sold and/or distributed by their authorized dealers, which is the only method by which new or CPO Class Vehicles could be sold or leased, and they knew their Class Vehicles would be re-sold by Defendants' authorized dealers and third-party dealers. All such sales, whether new, CPO, or used, were intended to be distributed by dealers and were intended to be bought by immediate and secondary purchasers in the marketplace, and the claimed violations occurred in direct and immediate connection with the consumer transactions that give rise to this claim. Additionally, as noted above, Defendants exercised direct control over the materials, engineering, and manufacturing of the interior systems of the Class Vehicles. Defendants' breach of the express warranties proximately caused the Class to suffer damages in excess of \$5,000,000.00.

238. Defendants breached their warranty by failing to remedy the defect or otherwise adequately replace or repair the defective Burl Walnut Wood Trim interior in the warranty period despite having obligations to do so under that warranty.

239. Plaintiffs and the Class seek full compensatory damages allowable by law, attorneys' fees, costs, punitive damages, and appropriate equitable relief including injunctive relief, a declaratory judgment, a court order enjoining Defendants' wrongful acts and practices, restitution, the repair of all Class vehicles, replacement of all Class Vehicles' Burl Walnut Wood Trim, the refund of money paid to own or lease all Class Vehicles at an amount equaling the difference between the vehicle without the defect versus with the defect, and any other relief to which Plaintiffs and the Class may be entitled.

COUNT TWO: BREACH OF IMPLIED WARRANTY (FOR ALL CLASSES)

240. Plaintiffs, individually and for the Class, hereby incorporate each and every allegation set forth above as though fully set forth herein.

241. Defendants impliedly warranted that the Class Vehicles, which they engineered, manufactured, developed, sold, and/or leased to Plaintiffs and Class members, were merchantable, fit for their ordinary use, not otherwise injurious to consumers, and would come with adequate warnings. However, the Class Vehicles were neither merchantable, fit for their ordinary use, nor non-injurious to Plaintiffs and Class members at the time of the sale of the Class Vehicles to them.

242. Persons who purchased a Class Vehicle are entitled to the benefit of their bargain: a vehicle without defective Burl Walnut Wood Trim that fades,

discolors, and becomes cloudy. Plaintiffs and the putative Class purchased their Class Vehicles because, among other things, their highly reputed interior build quality and material.

243. Because the Class Vehicles are equipped with the defective Burl Walnut Wood Trim, the vehicle purchased or leased and used by Plaintiffs and Class members is unfit for use when sold, threatens injury to its occupants, and is not merchantable. Defendants breached the implied warranty of merchantability in the sale or lease of the Class Vehicles to Plaintiffs and members of the Class in that the vehicles were not fit for their ordinary purpose and not merchantable, which affected the drivability, safety, and usefulness of the Class Vehicles.

244. Had the fact that the Burl Walnut Trim Defect existed been disclosed at the time of sale, the Class Vehicles could not have been sold, or could not have been sold at the same price.

245. Defendants knew that their Class Vehicles would be sold and/or distributed by their authorized dealers, which is the only method by which new or CPO Class Vehicles could be sold or leased, and they knew their Class Vehicles would be re-sold by Defendants' authorized dealers and third-party dealers. All such sales, whether new, CPO, or used, were intended to be distributed by dealers and were intended to be bought by immediate and secondary purchasers in the

marketplace, and the claimed violations occurred in direct and immediate connection with the consumer transactions that give rise to this claim. Additionally, as noted above, Defendants exercised direct control over the materials, engineering, and manufacturing of the interior systems of the Class Vehicles.

246. Plaintiffs and Class members are in privity with Defendants for at least the reason that they are direct beneficiaries and intended third party beneficiaries as shown by at least the fact that any warranty travels with subsequent purchasers when within the warranty period and at all relevant times, Defendants' authorized dealerships were their agents for motor vehicle repairs and warranty issues because they performed repairs, replacements, and adjustments covered by Defendants warranties, and the relevant warranties specifically authorize any such Mercedes-Benz authorized dealer (or center) to act on their behalf. Defendants' breach of their express warranties proximately caused the Class to suffer damages in excess of \$5,000,000.00.

247. Plaintiffs and the Class seek full compensatory damages allowable by law, attorneys' fees, costs, punitive damages, and appropriate equitable relief including injunctive relief, a declaratory judgment, a court order enjoining Defendants' wrongful acts and practices, restitution, the repair of all Class vehicles, replacement of all Class Vehicles' Burl Walnut Wood Trim, the refund of money

paid to own or lease all Class Vehicles at an amount equaling the difference between the vehicle without the defect versus with the defect, and any other relief to which Plaintiffs and the Class may be entitled.

COUNT THREE: EQUITABLE AND INJUNCTIVE RELIEF (FOR ALL CLASSES)

248. Plaintiffs, individually and for the Class, hereby incorporate each and every allegation set forth above as though fully set forth herein.

249. Plaintiffs, members of the Class, and the public will suffer irreparable harm if Defendants are not ordered to properly repair all of the Class Vehicles immediately, recall all defective vehicles that are equipped with the defective Burl Walnut Wood Trim, and cease and desist from marketing, advertising, selling, and leasing the Class Vehicles with the latent defect.

250. Defendants are under a continuing duty to inform their customers of the nature and existence of potential defects in the vehicles sold.

251. Such irreparable harm includes but is not limited to likely injuries, such as the above described decline in value of the Class Vehicles, as a result of the defects to the Class Vehicles.

252. Plaintiffs and Class members are likely to be harmed by Defendants' alleged conduct in the future because a large majority of Mercedes W212 vehicles come equipped with Burl Walnut trim. Plaintiffs and, upon information and belief,

many Class members, are repeat customers of Mercedes, and the E-class Mercedes is the most widely sold model of Mercedes' vehicle lineup. It is also known that Defendants, to the extent they have replaced the Burl Walnut Wood Trim for some of their customers (including the prior owner of Plaintiff Finkenauer's Class Vehicle), are replacing the Burl Walnut Wood Trim with other burl walnut wood trim that has the exact Burl Walnut Trim Defect, thereby making it inevitable that the discoloration, cloudiness, and fading will manifest itself yet again in the Burl Walnut Wood Trim even for vehicles where the Burl Walnut Trim Defect was allegedly remedied. This represents an existing and continuing threat of harm to Plaintiffs and Class members. Defendants must be enjoined from attempting to remedy the Burl Walnut Trim Defect by replacing that trim with equally defective Burl Walnut Wood Trim from Defendants on-hand inventory, which is known by Defendants to also be defective.

253. Plaintiffs and the Class seek full compensatory damages allowable by law, attorneys' fees, costs, punitive damages, and appropriate equitable relief including injunctive relief, a declaratory judgment, a court order enjoining Defendants' wrongful acts and practices, restitution, the repair of all Class vehicles, replacement of all Class Vehicles Burl Walnut Wood Trim, the refund of money paid to own or lease all Class Vehicles at the difference in value between a non-

defective and defective vehicle, and any other relief to which Plaintiffs and the Class may be entitled.

COUNT FOUR: VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C. §§ 2301, *ET SEQ.* (FOR ALL CLASSES)

254. Plaintiffs, individually and for the Class, hereby incorporate each and every allegation set forth above as though fully set forth herein.

255. For each Class Vehicle, Defendants issued an express written warranty that covered the vehicle, including but not limited to the interior surfaces, including “trim,” and which warranted the vehicle to be free of defects in materials and workmanship at the time of delivery.

256. Defendants breached the express warranties by offering for sale and selling defective vehicles that contained Burl Walnut Wood Trim that was defective and whose application was defective, thereby subjecting the occupants of the Class Vehicles purchased or leased to damages and risks of loss and injury.

257. Plaintiffs and members of the Classes are “consumers” within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(3).

258. Defendants are a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(4) and (5).

259. The Class Vehicles are “consumer products” within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(1).

260. Defendants' written and implied warranties relate to the future performance of their vehicles because they promised that the Class Vehicles would perform adequately for a specified period of time or mileage, whichever came first.

261. Defendants have breached and continue to breach the written and implied warranties of future performance, thereby damaging Plaintiffs and Class members, when the Class Vehicles fail to perform as represented due to an undisclosed Burl Walnut Trim Defect. Defendants failed to fully cover or pay for necessary inspections, repairs, part replacements and/or Burl Walnut Wood Trim replacements for Plaintiffs and the Class.

262. Plaintiffs, members of the Class, and the public will suffer irreparable harm if Defendants are not ordered to properly repair all of the Class Vehicles immediately, replace the Burl Walnut Wood Trim with non-defective trim, refund of money paid to own or lease all Class Vehicles at an amount equaling the difference between the vehicle without the defect versus with the defect, recall all defective vehicles that are equipped with the defective Burl Walnut Wood Trim, and cease and desist from marketing, advertising, selling, and leasing the Class Vehicles with the latent defect.

263. Defendants are under a continuing duty to inform their customers of the nature and existence of potential defects in the vehicles sold.

264. Such irreparable harm includes but is not limited to likely injuries, including but not limited to decline in value, as a result of the defects to the Class Vehicles.

265. Plaintiffs and the Class seek full compensatory damages allowable by law, attorneys' fees, costs, punitive damages, and appropriate equitable relief including injunctive relief, a declaratory judgment, a court order enjoining Defendants' wrongful acts and practices, restitution, the repair of all Class vehicles, replacement of all Class Vehicles' Burl Walnut Wood Trim, the refund of money paid to own or lease all Class Vehicles at an amount equaling the difference between the vehicle without the defect versus with the defect, and any other relief to which Plaintiffs and the Class may be entitled. That relief is in excess of \$5,000,000.00.

COUNT FIVE: UNJUST ENRICHMENT (FOR ALL CLASSES)

266. Plaintiffs, individually and for the Class, hereby incorporate each and every allegation set forth above as though fully set forth herein.

267. To the extent necessary, Plaintiffs bring this claim in the alternative.

268. Defendants knew or should have known that Plaintiffs and the Class paid for the Class Vehicles with the expectation that they would perform as represented.

269. Plaintiffs and the Class conferred substantial benefits on Defendants by purchasing the defective Class Vehicles. Defendants knowingly and willingly accepted and enjoyed those benefits. These benefits include, but are not limited to, the revenue Defendants generate and receive from the purchase of a Certified Pre Owned vehicles (and their concomitant warranty) and an increase in the new car sales price that Mercedes is able to charge (as detailed above).

270. For the avoidance of doubt, Defendants directly received money belonging to Plaintiffs Callen and Burton, who bought certified pre-owned vehicles, because a portion of the revenue related to CPO warranties go directly to Defendants.

271. Defendants exercised direct control over the materials, engineering, manufacturing, and production of the interior systems, including the defective Burl Walnut Woot Trim, of the Class Vehicles and Plaintiffs and putative Class members have a direct link with Defendants.

272. Defendants' retention of those benefits is inequitable.

273. As a direct and proximate cause of Defendants' unjust enrichment, Plaintiff and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest. That relief is in excess of \$5,000,000.00.

COUNT SIX: FRAUD AND SUPPRESSION CLAIM (FOR SOUTH CAROLINA, NORTH CAROLINA, OREGON, OHIO, VIRGINIA, VIRGINIA, NEW JERSEY, AND PENNSYLVANIA SUBCLASSES)

274. Callen, Burton, Finkenauer, and Collier individually and for the South Carolina, North Carolina, Oregon, Ohio, Virginia, New Jersey, and Pennsylvania Subclasses (“Plaintiffs and the Subclasses members” for purposes of this count), hereby incorporate each and every allegation set forth above as though fully set forth herein.

275. Plaintiffs and the Subclasses members purchased or leased the Class Vehicles.

276. Defendants actively concealed and suppressed material facts concerning the quality of the Class Vehicles from Plaintiffs and the Subclasses members, despite Defendants’ knowledge of these material facts since November of 2009.

277. Defendants concealed and suppressed material facts concerning the quality of the Burl Walnut Wood Trim used on the Class Vehicles.

278. Defendants concealed and suppressed material facts concerning the Burl Walnut Trim Defect causing Class Vehicles’ Burl Walnut Wood Trim to fade, discolor, and become cloudy. Defendants knew that Plaintiffs and the Subclasses

members would not be able to inspect or otherwise detect the latent defect prior to purchasing or leasing the Class Vehicles.

279. At all relevant times, Defendants had the duty and obligation to disclose to the Plaintiffs and the Subclasses members the defects with the Burl Walnut Wood Trim in the Class Vehicles. Defendants breached that duty by failing to disclose the issue with the defective trim, hiding the Burl Walnut Trim Defect, and continuing to sell vehicles with the Burl Walnut Wood Trim, despite knowledge of the issues.

280. Defendants committed the foregoing acts and omissions in order to boost confidence in their vehicles and falsely assure purchasers and lessees of Mercedes vehicles that the Class Vehicles were world class, comfortable, warranted and reliable vehicles, and concealed information in order to prevent harm to Defendants and their products' reputations in the marketplace and to prevent Plaintiffs and the Subclasses members from learning of the defective nature of the Class Vehicles prior to their purchase or lease. These false representations and omissions were material to Plaintiffs and the Subclasses members, both because they concerned the quality of the Class Vehicles and because the representations and omissions played a significant role in the decision to purchase or lease the Class Vehicles.

281. Defendant represented that they would repair, replace, or fix any problem in materials and workmanship, as noted above, and Defendants failed to deliver on that promise and knew they would not deliver on that promise.

282. Defendants had a duty to disclose the Burl Walnut Trim Defect in the Class Vehicles because it was known and/or accessible only to Mercedes; Mercedes had superior knowledge and access to the facts; and Mercedes knew the facts were not known to, or reasonably discoverable, by the Plaintiffs and the Subclasses members. Defendants also had a duty to disclose because it made many general affirmative representations about the quality, warranty, and lack of defects in the Class Vehicles, and specifically, the Burl Walnut Wood Trim, as set forth above, which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts set forth above regarding their actual quality.

283. Defendants had a special trusted relationship with Plaintiffs and putative Subclass members on the specific facts of this case, evidenced at least by its summoning of “goodwill” credits to repair/replace some of the defective Burl Walnut Wood Trim interiors (though insufficiently so, with Plaintiff Finkenauer and other consumers, for instance, as identified above) for their new purchasers and CPO customers. Moreover, the fact that Mercedes had the exclusive knowledge of the defect and its latent nature, and took measures to instruct their dealers to make

specific efforts to conceal the defect by removing stickers and coverings such that any fading, discoloration, or cloudiness was not apparent to the Plaintiff and putative members of the Subclasses gives rise to a special relationship, which unfortunately appears to have been tainted from the start, and knowingly made that way by Defendants' affirmative actions. Moreover, Defendants had a duty to disclose the Burl Walnut Trim Defect on the specific facts of this case, where Defendants actively hid the Burl Walnut Trim Defect, made affirmative representations about it having "taken care of" trim defects, specifically acknowledge that the trim is a vital part of the resale value of the vehicle, and with respect to CPO purchases, providing inspection reports indicating that the trim was "OK."

284. As a result, the Plaintiffs and the Subclasses members were misled as to the true condition of the Class Vehicles at purchase/lease. The omitted and concealed facts were material because they directly impact the resale value, appeal, and usability of the Class Vehicles purchased or leased by the Plaintiffs and the Subclasses members. Whether a manufacturer's products are as stated or backed by the manufacturer were material concerns to Plaintiffs and the Subclasses members.

285. Defendants actively concealed and/or suppressed these material facts, in whole or in part, to protect their reputation, sustain their marketing strategy, avoid

recalls that would hurt the brand's image and cost money, and did so at the expense of the Plaintiffs and the Subclasses members.

286. Had the Plaintiffs and the Subclasses members known the truth, specifically that the Burl Walnut Wood Trim was not durable and long-lasting, the defect with it was not "taken care of," and the trim not "OK," and, to the contrary, was defective, they would not have purchased or leased their vehicles, or they would have paid far less to buy or lease them. Had the Burl Walnut Trim Defect been disclosed, publicly or otherwise, Plaintiffs and the Subclasses members were in a position such that they would have been aware of those disclosures at or before the time of their purchase.

287. Because of the concealment and/or suppression of the facts, the Plaintiffs and the Subclasses members suffered pecuniary injuries, including, but not limited to, loss of value, inconvenience, and repair costs. Defendants' fraudulent concealment of the defect was the proximate cause of those losses.

288. Additionally, Defendants omitted, suppressed, or concealed material facts of the defect of the Burl Walnut Wood Trim used on the Class Vehicles, leading to the same result: first, had the Plaintiffs and the Subclasses members been informed of the truth, specifically that the trim was not durable and long-lasting and, to the contrary, was defective, they would not have purchased or leased their vehicles, or

they would have paid far less to buy or lease them; and second, the Plaintiffs and the Subclasses members suffered pecuniary injuries proximately caused by Defendants' suppression of the material facts of the defect, and those injuries include, but are not limited to, loss of value, inconvenience, and repair costs. Those injuries exceed \$5,000,000.00.

COUNT SEVEN: VIOLATION OF SOUTH CAROLINA'S UNFAIR TRADE PRACTICES ACT ("SCUTPA") (FOR SOUTH CAROLINA SUBCLASS)

289. Callen, ("Plaintiff," for purposes of all South Carolina Subclass counts) individually and for the South Carolina Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

290. Callen, individually and for the South Carolina Subclass, brings this claim.

291. Callen and the South Carolina Subclass members are "persons" within the meaning of South Carolina Code of Laws ("SCCL") §39-5-10(a); §39-5-140.

292. Defendants are engaged in "trade" or "commerce" within the meaning of SCCL §39-5-10(b).

293. The South Carolina Unfair Trade Practices Act ("SCUTPA") makes unlawful "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." SCCL §39-5-20.

294. Defendants have known of the true characteristics of their Burl Walnut Wood Trim since at least 2009 but concealed all of that information, and even to this day continue to conceal it.

295. Defendants willfully and knowingly violated SCUTPA by knowingly misrepresenting and intentionally concealing material facts regarding the quality of the Class Vehicles and the quality and benefits of the Burl Walnut Wood Trim interior used on the Class Vehicles. Defendants participated in misleading, false, and/or deceptive acts that violated the SCUTPA. Specifically, in marketing, offering for sale/lease, and selling/leasing the defective Class Vehicles, Defendants engaged in one or more of the following unfair or deceptive acts or practices prohibited by SCCL §39-5-20:

- a) representing that the Class Vehicles have characteristics or benefits that they do not have;
- b) representing that the Class Vehicles are of a particular standard and quality when they are not;
- c) advertising the Class Vehicles with the intent not to sell them as advertised;
- d) engaging in other conduct which created a likelihood of confusion or of misunderstanding;

- e) using or employing deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression, or omission of a material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the advertisement and sale or lease of the Class Vehicles; and/or
- f) other deceptions, concealments, frauds, false pretenses, false promises, and misrepresentation outlined in the Complaint that are unfair methods of competition and constitute unfair or deceptive acts.

296. Defendants knew that their Class Vehicles would be sold and/or distributed by their authorized dealers, which is the only method by which new or CPO Class Vehicles could be sold or leased, and they knew their Class Vehicles would be re-sold by Defendants' authorized dealers and third-party dealers. All such sales, whether new, CPO, or used, were intended to be distributed by dealers and were intended to be bought by immediate and secondary purchasers in the marketplace, and the claimed violations occurred in direct and immediate connection with the consumer transactions that give rise to this claim. Additionally, as noted above, Defendants exercised direct control over the materials, engineering, manufacturing, and production of the interior systems, including the defective Burl

Walnut Woot Trim, of the Class Vehicles and Plaintiff and putative Class members had a direct link with Defendants.

297. Defendants' scheme and concealment of the true characteristics of the Class Vehicles were material to Plaintiff and the South Carolina Subclass, and Defendants misrepresented, concealed, or failed to disclose the truth with the intention that Plaintiff and the South Carolina Subclass would rely on the misrepresentations, concealments, and omissions. Defendants new of the defective Burl Walnut Wood Trim issue prior to Callen's purchase of the Class Vehicle.

298. Had they known the truth, Plaintiff and the South Carolina Subclass would not have purchased or leased the Class Vehicles or would have paid significantly less for them.

299. Plaintiff and the South Carolina Subclass had no way of discerning that Defendants' representations were false and misleading, or otherwise learning the facts that Defendants had concealed or failed to disclose.

300. Defendants had an ongoing duty to Plaintiff and the South Carolina Subclass to refrain from unfair and deceptive practices under SCUTPA in the course of their business.

301. Defendants owed Plaintiff and the South Carolina Subclass a duty to disclose all the material facts concerning the Class Vehicles because they possessed

exclusive knowledge, they intentionally concealed such material facts from Plaintiff and the South Carolina Subclass, and/or they made misrepresentations that were rendered misleading because they were contradicted by withheld facts.

302. The injuries, losses, and damages suffered by Plaintiff and the South Carolina Subclass were the direct and proximate cause of Defendants' misrepresentations, concealment, and failure to disclose the defective nature of the Burl Walnut Wood Trim.

303. Plaintiff and the South Carolina Subclass suffered ascertainable losses and actual damages as a direct and proximate result of Defendants' concealment, misrepresentations, and/or failure to disclose material information. Those injuries exceed \$5,000,000.00. Additionally, Plaintiff and the South Carolina Subclass seek any and all damages and remedies provided by the SCUPTA, including, without limitation, attorneys' fees, costs, treble/punitive damages, and appropriate equitable relief including injunctive relief, a declaratory judgment, revocation of Defendants' license or certificate authorizing them to engage in business in South Carolina, a court order enjoining Defendants' wrongful acts and practices, restitution, the repair of all Class vehicles, replacement of all Class Vehicles' Burl Walnut Wood Trim, the refund of money paid to own or lease all Class Vehicles at an amount equaling

the difference between the vehicle without the defect versus with the defect, and any other relief to which Plaintiff and the Class may be entitled.

COUNT EIGHT: VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (“NCUDTPA”) (ON BEHALF OF THE NORTH CAROLINA SUBCLASS)

304. Callen (“Plaintiff,” for purposes of all North Carolina Subclass counts), individually and for the North Carolina Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

305. Callen, individually and for the North Carolina Subclass, brings this claim.

306. North Carolina’s Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, et seq. (“NCUDTPA”), prohibits a person from engaging in “[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce[.]” The NCUDTPA provides a private right of action for any person injured “by reason of any act or thing done by any other person, firm or corporation in violation of” the NCUDTPA. N.C. Gen. Stat. § 75-16.

307. Defendants’ acts and practices complained of herein were performed in the course of Defendants’ trade or business and thus occurred in or affected “commerce,” as defined in N.C. Gen. Stat. § 75-1.1(b) and were engaged in during Defendants’ marketing, sale and/or distribution of the Class Vehicles.

308. The Plaintiff and North Carolina Subclass purchased the Class Vehicles for personal, family, or household use.

309. Defendants have known of the true characteristics of their Burl Walnut Wood Trim since at least 2009 but concealed all of that information, and even to this day continues to conceal it.

310. Defendants were also aware that they valued profits over truthfulness and lawfulness, and that they were manufacturing, selling and distributing vehicles throughout the United States that contained a known trim defect. Defendants concealed this information as well.

311. By failing to disclose and by actively concealing the trim defect and, by marketing their vehicles as of high quality, and by presenting Mercedes as a reputable manufacturer that stood behind their vehicles after they were sold, Defendants engaged in deceptive and unconscionable business practices in violation of the NCUOTPA.

312. In the course of Defendants' business, they willfully failed to disclose and actively concealed the trim defect discussed above. Defendants compounded the deception by repeatedly asserting that the Class Vehicles had interior trim of high quality and by claiming to be a reputable manufacturer that stood behind their vehicles and warranties once they are on the road.

313. Defendants' unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the North Carolina Subclass, about the true nature of the trim defect, the quality of the Mercedes brand, the integrity and lawfulness at Mercedes, the representations in their warranties, and the true value of the Class Vehicles.

314. Defendants' acts and practices as described herein have misled and deceived and/or likely to mislead and deceived the Plaintiff and the Subclass and the general public of the State of North Carolina. Defendants have advertised, marketed, and sold the Class Vehicles as set forth herein. Thus, Defendants have wrongfully:

- a) represented that the Class Vehicles have sponsorship, approval, characteristics, ingredients, uses benefits or qualities that they do not have;
- b) represented that the Class Vehicles are of a particular standard, quality, or grade, or that they are of a particular style or model, when they are of another;
- c) knowingly, intentionally, and/or recklessly omitted, suppressed, and/ or concealed the true nature of the Class Vehicles;

- d) engaged in unconscionable, false, misleading, and/or deceptive acts and/or practices in the conduct of trade or commerce – marketing, advertising, and selling the Class Vehicles.
- e) advertised the Class Vehicles with intent not to sell them as advertised.

315. By their actions, Defendants disseminated and are disseminating uniform false advertising which by its nature is unfair, deceptive, untrue, and/or misleading within the meaning of the NCUOTPA. Such actions are likely to deceive, do deceive, and continue to deceive the North Carolina general public for all the reasons detailed herein above.

316. Defendants intended for the Plaintiff and North Carolina Subclass to rely on their representations and omissions and the Plaintiff and North Carolina Subclass did rely on Defendants' misrepresentations and omissions of fact.

317. Defendants' conduct proximately caused injuries to Plaintiff and the North Carolina Subclass. By performing the acts described herein, Defendants caused monetary damage to the Plaintiff and North Carolina Subclass of similarly situated individuals. Defendants furthermore acted with willful and conscious disregard of the rights and safety of others, subjecting Plaintiff and the North Carolina Subclass to cruel and unjust hardship as a result, such that an award of punitive damages is appropriate.

318. For the reasons set forth in detail above, the Defendants engaged in unfair and deceptive acts and practices, which acts and practices were “immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,” in or affecting commerce, which directly and proximately caused significant injury to the Plaintiff and the Subclass, contrary to the NCU DTPA, N.C. Gen. Stat. § 75-1.1, *et seq.*

319. Accordingly, Plaintiff requests the following relief both individually and on behalf of the North Carolina Subclass:

- a) actual damages sustained by the Plaintiff and North Carolina Subclass or the sum of \$100.00, whichever is greater;
- b) treble actual damages;
- c) appropriate injunctive relief in the form of enjoining Defendants from continuing to violate North Carolina statutory law;
- d) attorneys’ fees and costs; and
- e) such other and further relief as the Court deems proper.

COUNT NINE: VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT (“OCSPA”) (ON BEHALF OF THE OHIO SUBCLASS)

320. Burton (“Plaintiff,” for purposes of all Ohio Subclass counts), individually and for the Ohio Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

321. Burton, individually and for the Ohio Subclass, brings this claim.

322. The OCSPA prohibits unfair, deceptive, and/or fraudulent acts or practices in connection with consumer transactions in Ohio.

323. At all relevant times, prior to the sale of the Plaintiff's vehicle, Mercedes was on notice that their actions violated the OCSPA. Specifically, Mercedes knew that there has been prior case law established in the State of Ohio holding that concealment and deception in the sale of motor vehicles was a violation of the OCSPA.

324. The Plaintiff has suffered a loss as a result of the deceptive acts and practices of Mercedes described above, in that the value of the vehicle has diminished. If and when the Plaintiff seeks to sell or trade in his/her vehicle, it will be worth less money as a result of the acts and practices of Mercedes.

325. The Plaintiff purchased the vehicle for the reasons established above. Mercedes' deception and failure to disclose the Burl Walnut Trim Defect caused Plaintiff to make his purchase.

326. As a result of the misleading, deceptive, and fraudulent acts and practices of Mercedes described above, the Plaintiff has sustained damage and loss in the form of the diminished value of the Class Vehicle. He is entitled to treble

damages plus attorney fees and costs. Those losses and damages are subject to the stipulated limitations stated above.

327. Alternatively, the Plaintiff is entitled to the remedy of restitution under the OCSPA, in addition to attorney fees and costs.

COUNT TEN: VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT (“OREGON UTPA”) (ON BEHALF OF THE OREGON SUBCLASS)

328. Burton (“Plaintiff,” for purposes of all Oregon Subclass counts), individually and for the Oregon Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

329. Burton, individually and for the Oregon Subclass, brings this claim.

330. Mercedes is a person within the meaning of OR. REV. STAT. § 646.605(4).

331. The Class Vehicles at issue are “goods” obtained primarily for personal family or household purposes within the meaning of OR. REV. STAT. § 646.605(6).

332. The Oregon Unfair Trade Practices Act (“Oregon UTPA”) prohibits a person from, in the course of the person’s business, doing any of the following: “(e) [r]epresent[ing] that ... goods ... have ... characteristics ... uses, benefits, ... or qualities that they do not have; (g) [r]epresent[ing] that ... goods ... are of a particular standard [or] quality ... if they are of another; (i) [a]dvertis[ing] ... goods or services with intent not to provide them as advertised;” and “(u) engag[ing] in any

other unfair or deceptive conduct in trade or commerce.” OR. REV. STAT. § 646.608(1).

333. Mercedes engaged in unlawful trade practices, including representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that the Oregon Subclass’ Class Vehicles are of a particular standard and quality when they are not; advertising Class Vehicles with the intent not to sell them as advertised; and engaging in other unfair or deceptive acts related to the Burl Walnut Trim Defect.

334. Mercedes also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of material facts related to the Burl Walnut Trim Defect with intent that Plaintiff and Class members rely upon such concealment, suppression or omission, in connection with the sale of Class Vehicles.

335. Mercedes’ actions as set forth above occurred in the conduct of trade or commerce and were deceptive and fraudulent.

336. Mercedes was also aware that it valued profits over truthfulness and lawfulness, and that it was manufacturing, selling and distributing vehicles throughout the United States that were directly contrary to their promises made. Mercedes concealed this information as well.

337. By failing to disclose and by actively concealing the defect and the true nature of the Burl Walnut Wood Trim, by marketing their vehicles as of high quality, and by presenting Mercedes as a reputable manufacturer that valued high interior quality and standards, and stood behind their vehicles after they were sold, Mercedes engaged in deceptive business practices in violation of the Oregon UTPA.

338. Mercedes' unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the Oregon Subclass, about the true nature of the burl wood interior trim, the quality of the Mercedes brand, the devaluing of quality at Mercedes, and the true value of the Class Vehicles.

339. Mercedes intentionally and knowingly misrepresented material facts regarding the Class Vehicles with an intent to mislead Plaintiff and Oregon Subclass members.

340. Mercedes knew or should have known that their conduct violated the Oregon UTPA.

341. As alleged above, Mercedes made material statements about the build quality and luxury parts and materials of the Class Vehicles that were either false or misleading.

342. Mercedes owed Plaintiff and Oregon Subclass members a duty to disclose the true nature of the Burl Walnut Wood Trim because they a) possessed

exclusive knowledge of it, b) intentionally concealed the foregoing from plaintiff; and/or c) made incomplete representations about the Burl Walnut Wood Trim.

343. Because Mercedes fraudulently concealed the defect, resulting in a raft of negative publicity, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to those vehicles by Mercedes' conduct, they are now worth significantly less than they otherwise would be.

344. Mercedes' fraudulent representations of the Burl Walnut Trim Defect and their concealment of the true characteristics of the Burl Walnut Wood Trim were material to Plaintiff and the Oregon Subclass members.

345. Plaintiff and Oregon subclass members suffered ascertainable loss caused by Mercedes' misrepresentations and their concealment of and failure to disclose material information related to the Burl Walnut Wood Trim.

346. Mercedes had an ongoing duty to all Mercedes customers to refrain from unfair and deceptive acts or practices under the Oregon UTPA. The Plaintiff and Oregon Subclass members suffered an ascertainable loss in the form of the diminished value of the Class Vehicle as a result of Mercedes' deceptive and unfair acts and practices that occurred in the course of Mercedes' business.

347. Mercedes' violations present a continuing risk to Plaintiff and Oregon Subclass members as well as to the general public. Their unlawful acts and practices complained of herein affect the public interest.

348. As a direct and proximate result of Mercedes' violations of the Oregon UTPA, Plaintiff and Oregon Subclass members have suffered injury-in-fact and/or actual damage.

349. Plaintiff and the Oregon Subclass members are entitled to recover the greater of actual damages or \$200 pursuant to OR. REV. STAT. § 646.638(1). Plaintiff and the Oregon Subclass members are also entitled to punitive damages because Mercedes engaged in conduct amounting to a particularly aggravated, deliberate disregard of the rights of others.

**COUNT ELEVEN: VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT
("VIRGINIA CPA") (ON BEHALF OF THE VIRGINIA SUBCLASS)**

350. Finkenauer ("Plaintiff," for purposes of all Virginia Subclass counts), individually and for the Virginia Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

351. Finkenauer, individually and for the Virginia Subclass, brings this claim.

352. The Virginia Consumer Protection prohibits "(5) misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or

benefits; (6) misrepresenting that goods or services are of a particular standard, quality, grade, style, or model; ... (8) advertising goods or services with intent not to sell them as advertised ...; [and] (14) using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction[.]” VA. CODE ANN. § 59.1-200(A).

353. Defendants are each a “person” as defined by VA. CODE ANN. § 59.1-198. The transactions between Plaintiff and the other Virginia Subclass members, on one hand, and Defendants, on the other, leading to the purchase or lease of the Class Vehicles by Plaintiff and the Virginia Subclass members, are “consumer transactions” as defined by VA. CODE ANN. § 59.1-198, because the Class Vehicles were purchased or leased primarily for personal, family or household purposes.

354. In the course of Defendants’ business, it willfully failed to disclose and actively concealed the Burl Walnut Trim Defect in Class Vehicles as described above. Accordingly, Mercedes engaged in acts and practices violating VA. CODE ANN. § 59.1-200(A), including representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Class Vehicles are of a particular standard and quality when they are not; advertising

Class Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

355. Defendants' actions as set forth above occurred in the conduct of trade or commerce.

356. Defendants' conduct proximately caused injuries to Plaintiff and the Virginia Subclass members, and Plaintiff and the Virginia Subclass members were injured as a result of Mercedes' conduct in that Plaintiff and the Virginia Subclass members overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Mercedes' misrepresentations, concealments, and omissions.

357. Mercedes actively and willfully concealed and/or suppressed the material facts regarding the Burl Walnut Trim Defect present in the Class Vehicles, in whole or in part, with the intent to deceive and mislead Plaintiff and the Virginia Subclass members and to induce Plaintiff and the Virginia Subclass members to purchase or lease Class Vehicles at a higher price, which did not match the Class Vehicles' true value. Plaintiff and the Virginia Subclass members therefore seek treble damages.

**COUNT TWELVE: VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT
("NEW JERSEY CFA") (ON BEHALF OF THE NEW JERSEY SUBCLASS)**

358. Collier ("Plaintiff," for purposes of all New Jersey Subclass counts), individually and for the New Jersey Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

359. Collier, individually and for the New Jersey Subclass, brings this claim. Mercedes, Plaintiff, and the New Jersey Class members are "persons" within the meaning of N.J. STAT. ANN. §56:8-1(d). Mercedes engaged in "sales" of "merchandise" within the meaning of §56:8-1(c) and (e).

360. The New Jersey Consumer Fraud Act ("New Jersey CFA") makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby." N.J. STAT. ANN. §56:8-2.

361. In the course of its business, Mercedes violated the New Jersey CFA by knowingly misrepresenting and intentionally concealing material facts regarding

the quality of the Class Vehicles and the quality and benefits of the paint and paint process used on the Class Vehicles, as detailed above. Specifically, in marketing, offering for sale/lease, and selling/leasing the defective Class Vehicles, Mercedes engaged in one or more of the following unfair or deceptive acts or practices related to the Burl Walnut Trim Defect, which are proscribed by the New Jersey CFA:

- a) representing that the Class Vehicles have characteristics or benefits that they do not have;
- b) representing that the Class Vehicles are of a particular standard and quality when they are not; and/or
- c) advertising the Class Vehicles with the intent not to sell them as advertised.

362. Mercedes' scheme and concealment of the true characteristics of the Class Vehicles were material to Plaintiff and the New Jersey Class members, and Mercedes misrepresented, concealed, or failed to disclose the truth with the intention that Plaintiff and the New Jersey Class members would rely on the misrepresentations, concealments, and omissions. Had they known the truth, Plaintiff and the New Jersey Class members would not have purchased or leased the Class Vehicles, or would have paid significantly less for them.

363. Plaintiff and the New Jersey Class members had no way of discerning that Mercedes' representations were false and misleading, or otherwise learning the facts that Mercedes had concealed or failed to disclose.

364. Mercedes had an ongoing duty to Plaintiff and the New Jersey Class members to refrain from unfair and deceptive practices under the New Jersey CFA in the course of its business. Specifically, Mercedes owed Plaintiff and the New Jersey Class members a duty to disclose all the material facts concerning the Class Vehicles and the Burl Walnut Trim Defect because it possessed exclusive knowledge, it intentionally concealed such material facts from Plaintiff and the New Jersey Class members, and/or it made misrepresentations that were rendered misleading because they were contradicted by withheld facts related to the Burl Walnut Wood Trim.

365. Plaintiff and the New Jersey Class members suffered ascertainable loss and actual damages as a direct and proximate result of Mercedes' concealment, misrepresentations, and/or failure to disclose material information.

366. Pursuant to [N.J. STAT. ANN. §56:8-19](#), Plaintiff and the New Jersey Class members seek an order awarding damages, treble damages, and any other just and proper relief available under the New Jersey CFA.

COUNT THIRTEEN: VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (“PENNSYLVANIA UTPCPL”) (ON BEHALF OF THE PENNSYLVANIA SUBCLASS)

367. Collier (“Plaintiff,” for purposes of all Pennsylvania Subclass counts), individually and for the Pennsylvania Subclass, hereby incorporates each and every allegation set forth above as though fully set forth herein.

368. Collier, individually and for the Pennsylvania Subclass, brings this claim.

369. Plaintiff and the Pennsylvania Subclass members purchased or leased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

370. All of the acts complained of herein were perpetrated by Mercedes in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

371. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“Pennsylvania UTPCPL”) prohibits unfair or deceptive acts or practices, including: (i) “Representing that goods or services have ... characteristics, ... Benefits or qualities that they do not have;” (ii) “Representing that goods or services are of a particular standard, quality or grade ... if they are of another;” (iii) “Advertising goods or services with intent not to sell them as advertised;” and (iv)

“Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.” 73 [P.S. § 201-2\(4\)](#).

372. Mercedes engaged in unlawful trade practices, including representing that Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Class Vehicles are of a particular standard and quality when they are not; advertising Class Vehicles with the intent not to sell them as advertised; and engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

373. In the course of its business, Mercedes knowingly sold the Class Vehicles with the Burl Walnut Trim Defect and actively concealed that its Burl Walnut Wood Trim contained the defect, as described herein, and otherwise engaged in activities with a tendency or capacity to deceive. Mercedes also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of Class Vehicles that had the Burl Walnut Trim Defect.

374. Mercedes has known the Burl Walnut Trim Defect for at least ten years but concealed its knowledge and took measures to hide the defect from the time it issued the First TSB, and all the while it has represented to its customers and

consumers that trim defects were “taken care of” and touted the high resale value and quality of the Class Vehicles.

375. Mercedes was also aware and consciously decided to value profits over its customers’ satisfaction and enjoyment of the Class Vehicles, and Mercedes knew it was manufacturing, selling and distributing vehicles throughout the United States that had an interior that would discolor, fade, and become cloudy. Mercedes concealed this information as well.

376. By failing to disclose and by actively concealing the Burl Walnut Trim Defect and the true nature of the Burl Walnut Wood Trim, by marketing its vehicles as having high resale value due to the superior fit and finish of its interiors and the high quality of its interiors, by representing that trim defects were “taken care of,” and by presenting itself as a reputable manufacturer that stood behind its vehicles (allegedly remedying defects) after they were sold, Mercedes engaged in unfair and deceptive business practices in violation of the Pennsylvania UTPCPL.

377. In the course of Mercedes’ business, it willfully failed to disclose and actively concealed the Burl Walnut Trim Defect, and Mercedes compounded the deception by repeatedly asserting that the Class Vehicles were of high quality, durable, of superior fit and finish, and by claiming to be a reputable manufacturer that remedied defects and stood behind its vehicles once they are on the road.

378. Mercedes' unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the Pennsylvania Subclass members, about the true nature of the Burl Walnut Wood Trim, the quality of the Mercedes brand, the devaluing of the Class Vehicles due to the eventual expression of the latent defect, and the true value of the Class Vehicles.

379. Mercedes intentionally and knowingly misrepresented material facts regarding the Class Vehicles with an intent to mislead Plaintiffs and the Pennsylvania Subclass.

380. Mercedes knew or should have known that its conduct violated the Pennsylvania UTPCPL.

381. As alleged above, Mercedes made material statements about the Burl Walnut Wood Trim, the Burl Walnut Trim Defect, and the Mercedes brand that were either false or misleading.

382. Mercedes owed Plaintiff and the Pennsylvania Subclass members a duty to disclose the true nature of the Class Vehicles, the devaluing of the Class Vehicles, and the integrity at Mercedes, as noted in more detail above, because:

- a) Possessed exclusive knowledge of the Burl Walnut Trim Defect, and that it was manufacturing, selling and distributing vehicles throughout the United States that had a latent defect;

- b) Intentionally and actively concealed the foregoing from Plaintiff and the Pennsylvania Subclass members; and/or
- c) Made incomplete representations about the Burl Walnut Wood Trim in Class Vehicles generally, and the Burl Walnut Trim Defect in particular, while purposefully withholding material facts from Plaintiff and the Pennsylvania Subclass members that contradicted these representations.

383. Because Mercedes fraudulently concealed the Burl Walnut Trim Defect resulting in a negative publicity once the truth about the Burl Walnut Trim Defect became public and the characteristics of the Burl Walnut Wood Trim finally began to be disclosed, the value of the Class Vehicles has greatly diminished. In light of the stigma attached to those vehicles by Mercedes' conduct, they are now worth significantly less than they otherwise would be.

384. Mercedes' fraudulent selling of Class Vehicles with the Burl Walnut Trim Defect and its concealment of the true characteristics of Burl Walnut Wood Trim were material to Plaintiff and the Pennsylvania Subclass members. A vehicle made by a reputable manufacturer of luxury vehicles is worth more than an otherwise comparable vehicle made by a disreputable and dishonest manufacturer of low quality, shoddy vehicles rather than high quality and durable vehicles.

385. Plaintiff and the Pennsylvania Subclass members suffered ascertainable loss caused by Mercedes' misrepresentations and its concealment of and failure to disclose material information.

386. Mercedes had an ongoing duty to all Mercedes customers to refrain from unfair and deceptive acts or practices under the Pennsylvania UTPCPL. All owners of Class Vehicles suffered ascertainable loss in the form of the diminished value of their vehicles as a result of Mercedes' deceptive and unfair acts and practices that occurred in the course of Mercedes' business.

387. Mercedes' violations present a continuing risk to Plaintiff and the Pennsylvania Subclass members as well as to the general public. Mercedes' unlawful acts and practices complained of herein affect the public interest.

388. As a direct and proximate result of Mercedes' violations of the Pennsylvania UTPCPL, Plaintiff and the Pennsylvania Subclass members have suffered injury-in-fact and/or actual damage.

389. Mercedes is liable to Plaintiff and the Pennsylvania Subclass members for treble their actual damages or \$100, whichever is greater, and attorneys' fees and costs. 73 P.S. § 201-9.2(a). Plaintiff and the Pennsylvania Subclass members are also entitled to an award of punitive damages given that Mercedes' conduct was

malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, request an order and judgment against Defendants which –

- a. Certifies the Class(es) and appoints Plaintiffs and their counsel to represent the Class(es).
- b. Grants declaratory judgment to Plaintiffs and the Class(es).
- c. Enjoins Defendants from doing the wrongs alleged.
- d. Grants compensatory relief to Plaintiffs and the Class(es) in the utmost amount allowed by law.
- e. Awards punitive damages against the Defendants in favor of Plaintiffs and the Class(es) in the utmost amount allowed by law.
- f. Awards a reasonable attorneys' fees to Plaintiffs and the Class(es), as prescribed by law and for the common and public good obtained in this action.
- g. Grants such other, further and different relief as the nature of the case may require or as may be determined to be just, equitable, and proper by this Court.

DEMAND FOR JURY TRIAL

Plaintiffs and the Class(es) hereby demand a trial by struck jury on all issues.

Dated: July 2, 2019

Respectfully submitted,

/s/ James F. McDonough, III

James F. McDonough, III (GA Bar No. 117088)

Email: jmcdonough@hgdllawfirm.com

Jonathan R. Miller (GA Bar No. 507179)

Email: jmiller@hgdllawfirm.com

Travis E. Lynch (GA Bar No. 162373)

Email: tlynch@hgdllawfirm.com

HENINGER GARRISON DAVIS, LLC

3621 Vinings Slope, Suite 4320

Atlanta, Georgia 30339

Telephone: (404) 996-0869, -0863, -0867

Facsimile: (205) 326-5502, -5506, -5515

W. Lewis Garrison, Jr. (GA Bar No. 286815)

Email: lewis@hgdllawfirm.com

Taylor C. Bartlett (GA Bar No. 778655)

Email: taylor@hgdllawfirm.com

HENINGER GARRISON DAVIS, LLC

2224 1st Avenue North

Birmingham, Alabama 35203

Telephone: (205) 326-3336

Facsimile: (205) 326-3332

Attorneys for Plaintiffs and Putative Class

List Of Exhibits

- A. “Wood Trim Fading or Discoloring Technical Service Bulletin” (LI68.10-P-050) dated November 22, 2010 (“First TSB”)
- B. “Fading of Wood Trim in Model Series 212 Technical Service Bulletin” (LI68.30-P-053962) dated November 25, 2013 (“Second TSB”)
- C. “Fading of Wood Trim in Model Series 212 Technical Service Bulletin” (LI68.30-P-053962) – Version 9 dated August 18, 2015 (“Second TSB”)
- D. “Mercedes-Benz Certified Pre-Owned Inspection and Certification Report.”
- E. “Mercedes-Benz of Wilsonville – Action Plan.”
- F. “Mercedes-Benz Brand Communication Standards.”
- G. Quotation for replacement of a discrete subset of parts provided to Plaintiff Lorne Collier.

LOCAL RULE 7.1(D) COMPLIANCE CERTIFICATE

Pursuant to L.R. 7.1(D), this certifies that the foregoing document complies with the font and point selections approved by L.R. 5.1(C). The foregoing document was prepared using Times New Roman font in 14 point.

Dated: July 2, 2019

/s/ James F. McDonough, III
James F. McDonough, III (GA Bar No: 117088)

CERTIFICATE OF SERVICE

I hereby certify that on this date a true copy of the above document was filed using this Court's ECF System which caused it to be served by electronic mail upon the attorneys of record.

Dated: July 2, 2019

/s/ James F. McDonough, III
James F. McDonough, III (GA Bar No: 117088)

EXHIBIT A

3/20/2019

MITCHELL 1 ARTICLE - WOOD TRIM FADING OR DISCOLORING TECHNICAL SERVICE BULLETIN

[Back To Article](#)

WOOD TRIM FADING OR DISCOLORING TECHNICAL SERVICE BULLETIN

Reference Number(s): LI68.10-P-050415 Version 2,Â Date of Issue:Â November 22, 2010

Mercedes-Benz: Model W212/S212 Affected VIN range: A000988 to A291888 with burl walnut wood trim (sales code 731)

Design Group: 68.10 Instrument panel

Reason For Change: Implementation of parts kit number and cross reference to SI68.30-P-0003A

COMPLAINT

Fading or discoloration of the burl walnut trim may develop. The most common affected areas are either behind the SRS label ([Fig. 1](#) - passenger side instrument panel) or on the front doors when removing the interior shipping protection material. Other areas may also be affected.

ATTACHMENTS



G00105496

Fig. 1: Example Of A Faded Area Behind Removed SRS Label

CAUSE

Inadequate UV (ultra violet) ray protection.

REMEDY

Replace all wood trim panels with parts kit number as per SI68.30-P-0003A. Please use damage code for most affected part with damage type "XX".

NOTE: For vehicles within dealer inventory, it is advisable to inspect these vehicles for fading or discoloration. If fading or discoloration is not present then relocate the SRS label to an area on the instrument panel / lower control panel ([Fig. 2](#)) and remove any interior transportation protection material from the wood surfaces, such as used on the doors.

ATTACHMENTS

<https://www.eautorepair.net/app/PrintItems.asp?S0=2113536&S1=134217728&SG=%7B9B4C4108%2D3A53%2D46A7%2D93F0%2D66D12224FA45...> 1/3

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MITCHELL 1 ARTICLE - WOOD TRIM FADING OR DISCOLORING TECHNICAL SERVICE BULLETIN



G00105497

Fig. 2: Example of SRS Label Location

SYMPTOMS

SYMPTOMS

Interior trim / Interior equipment / Body / Discolored /

PARTS

PARTS

Part number	Designation	Qty	Note	EPC	Non- EPC
A 212 680 12 93	Parts kit, burred walnut veneer wood finish trim for LHD with column shift (code 279)	1	^	X	^

WORK UNITS

WORK UNITS

Op. no.	Operation text	Time	Damage code	Note
^	^	^	68099 26	^
^	^	^	68B02 09	^
^	^	^	68268 26	^

<https://www.eautorepair.net/app/PrintItems.asp?S0=2113536&S1=134217728&SG=%7B9B4C4108%2D3A53%2D46A7%2D93F0%2D66D12224FA45...> 2/3

3/20/2019

MITCHELL 1 ARTICLE - WOOD TRIM FADING OR DISCOLORING TECHNICAL SERVICE BULLETIN

Op. no.	Operation text	Time	Damage code	Note
Â	Â	Â	68P02 09	Â
Â	Â	Â	68502 09	Â
Â	Â	Â	6830C 09	Â
Â	Â	Â	68238 42	Â
Â	Â	Â	68B03 09	Â
Â	Â	Â	68P03 09	Â
Â	Â	Â	72E06 26	Â
Â	Â	Â	72T06 26	Â
Â	Â	Â	72E08 26	Â
Â	Â	Â	72T08 26	Â
Â	Â	Â	73E06 26	Â
Â	Â	Â	73T06 26	Â
Â	Â	Â	73E09 09	Â
Â	Â	Â	73T09 09	Â

WIS-REFERENCES

WIS-REFERENCES

Document number	Title	Note	Allocation
AR68.10P-1180EW	Remove/install trim strip on dashboard	Â	Remedy
AR68.20-P-2420EW	Remove/install stowage compartment or ashtray housing	Â	Remedy
AR68.20-P-2150EW	Disassemble/assemble center console	Â	Remedy
AR72.12-P-1040EWW	Assemble/disassemble door liner in rear door	Â	Remedy
AR72.10-P-1030EW	Disassemble/assemble front door liner	Â	Remedy

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Article GUID: B00454459

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EXHIBIT B

XENTRY

Fading of wood trim in model series 212

Topic number	LI68.30-P-053962
Version	4
Design group	68.30 Coverings, trim
Date	11-25-2013
Validity	Affected vehicles: MODEL 212 with CODE (731) Burlled walnut veneer wood finish trim MODEL 212 with CODE (W 60) Burlled walnut veneer designo wood trim, brown
Reason for change	Damage type revised

Complaint:

Fading of the burlled walnut veneer wood finish trim parts

Cause:

UV radiation may cause fading in some cases

Remedy:

Affected vehicles:

MODEL 212 with CODE (731) Burlled walnut veneer wood finish trim

MODEL 212 with CODE (W60) Burlled walnut veneer designo wood trim, brown

In the event of complaints, parts kits of burlled walnut veneer wood finish trim are available from the GLC

Encode the affected component with damage type "26"

Symptoms
Body / Interior equipment / Door paneling / Discolored
Body / Interior equipment / Instrument panel / Surface discolored
Body / Interior equipment / Interior trim / Discolored

Parts							
Part number	ES1	ES2	Designation	Quantity	Note	EPC	Other make part
A2126801293			Parts kit: Burlled walnut veneer wood finish trim parts	1	LHD with steering wheel gearshift (code 279)		X

XENTRY

Work units				
Op. no.	Operation text	Time	Damage code	Note
				Encode the affected component with damage type "26"

EXHIBIT C

3/20/2019

MITCHELL 1 ARTICLE - FADING OF WOOD TRIM IN MODEL SERIES 212 TECHNICAL SERVICE BULLETIN

[Back To Article](#)

**FADING OF WOOD TRIM IN MODEL SERIES 212
TECHNICAL SERVICE BULLETIN**

Reference Number(s): LI68.30-P-053962 Version 9, Date of Issue: August 18, 2015

MERCEDES-BENZ: Affected vehicles up to: MODEL 212 with CODE (731) Burred walnut veneer wood finish trim; MODEL 212 with CODE (W 60) Burred walnut veneer designo wood trim, brown; Cleanpoint March 2013

DESIGN GROUP: 68.30 Coverings, trim

REASON FOR CHANGE: coding

COMPLAINT

Fading of the burred walnut veneer wood finish trim parts

CAUSE

UV radiation can cause fading in some cases

REMEDY

Affected vehicles:

MODEL 212 with CODE (731) Burred walnut veneer wood finish trim

MODEL 212 with CODE (W 60) Burred walnut veneer designo wood trim, brown

Cleanpoint March 2013

In the event of complaints , parts kits of burred walnut veneer wood finish trim are available from the GLC

In order to rule out the possibility of installing the wrong parts, check the date of manufacture on the rear of each component.

Encode the affected component with damage type "26"

PARTS

PARTS

Part number	ES1	ES2	Designation	Quantity	Note	EPC
A2126801293	^	^	Parts kit: Burred walnut veneer wood finish trim parts	1	LHD with steering wheel gearshift (code 279)	^
A2126801493	^	^	Parts kit: Burred walnut veneer wood finish trim parts	1	RHD with steering wheel gearshift (279)	^

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3/20/2019

MITCHELL 1 ARTICLE - FADING OF WOOD TRIM IN MODEL SERIES 212 TECHNICAL SERVICE BULLETIN

Part number	ES1	ES2	Designation	Quantity	Note	EPC
A2126801693	Â	Â	Parts kit: Burred walnut veneer wood finish trim parts	1	LHD	Â
A2126801893	Â	Â	Parts kit: Burred walnut veneer wood finish trim parts	1	RHD	Â

OPERATION NUMBERS/DAMAGE CODES

OPERATION NUMBERS/DAMAGE CODES

Op. no.	Operation text	Time	Damage code	Note
68-4785	WOOD TRIM KIT	Â	Â	Encode the most affected component with damage type "26"

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Article GUID: B00712472

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EXHIBIT D

11/7/2018

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Mercedes-Benz Certified Pre-Owned Inspection and Certification Report

Certification Stoppers

Any of the following IMMEDIATELY eliminates a vehicle from the Mercedes-Benz Certified Pre-Owned (MBCPO) program:

- Over 75,000 miles/over 6 model years old
- Vehicle Master Discrepancy
- Problem found in CARFAX Vehicle History Report
- TMU (True Mileage Unknown)
- Identifiable Structural Damage

Dealer Name
VIN DEVERS, INC.
Vehicle Stock Number
6582

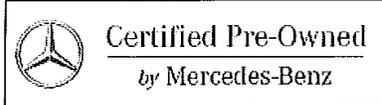
Dealer Code
62405
Certification Date
2018-11-07

Year & Model
2014 - E250BTC4
V.I.N.
WDDHF9HBXEA895631

Present Mileage
28047
Next Scheduled Maintenance

What This Report Means to You - The Customer

Your purchase of a Mercedes-Benz vehicle demonstrates that you possess sound judgment and impeccable taste. This report shows that your newly acquired pre-owned Mercedes-Benz vehicle has been inspected and when required reconditioned to our exacting standards. Further, it is your assurance that you will receive the same considerate customer service that we provide to our new vehicle owners. You have selected one of the premier vehicles in the world you deserve nothing less. As part of the reconditioning process, body repairs may have been performed on your vehicle. Repairs of a cumulative value in excess of 10% of the vehicle's current market value are described in the Notes section of this form.



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Instructions for Dealer

After completing the inspection and reconditioning secure all necessary signatures and maintain a copy in the service file. After you obtain customer signature, provide customer the original signed ICR and maintain a copy of the signed original in the sales file.

Mechanical Standards

The following is our Certification inspection procedure. This procedure helps insure that your Mercedes-Benz Certified Pre-Owned vehicle has been inspected and when required reconditioned to our exacting standards.



General

- Identifiable Structural Damage Verification:
- | | | |
|----|---|-------------|
| 1 | Check for correct body gap | OK - Passed |
| | Check gloss level, hue error and cloudiness | |
| 2 | Mileage/History Verification print and attach VMI and CARFAX report | OK - Passed |
| | Service according to maintenance schedule OR | |
| 3 | Service if within 5000 miles or 6 months of scheduled maintenance OR | OK - Passed |
| | If no recorded service history by MB Dealer then perform service including filters & fluids | |
| 4 | All Recall and/or other Campaigns Performed | OK - Passed |
| 5 | Current Maintenance and Warranty Booklet | OK - Passed |
| 6 | Current Owner's Manual | OK - Passed |
| 7 | All Spare Keys (Including Wheel Locks if Installed) | OK - Passed |
| 8 | OEM Factory Windows - inspect each window for OEM Factory sticker (Refer to MBCPO Reconditioning Manual for details) | OK - Passed |
| 9 | Roadside Assistance Program Label Affixed | OK - Passed |
| 10 | MBCPO Inspection Label Affixed to B-Pillar | OK - Passed |
| | Perform initial short test, diagnose any current DTCs, if fault code exists, print ECU log, freeze frame data and repair as SDS indicates | |
| 11 | Attach printout to RO | OK - Passed |



Engine Compartment and Pre-Road Test Checks

(Fluid levels must be corrected prior to road test)

- | | | |
|----|---|----------------|
| 12 | Engine Oil | Serviced |
| 13 | Transmission Oil | OK - Passed |
| 14 | Rear Axle Oil | OK - Passed |
| 15 | Transfer Case Oil Level | OK - Passed |
| 16 | Front Axle Oil Level | OK - Passed |
| 17 | Engine Compartment/Antifreeze Protection | OK - Passed |
| 18 | Power Steering Fluid | OK - Passed |
| 19 | Brake Fluid & Clutch Fluid | OK - Passed |
| 20 | Windshield Washer Fluid | Serviced |
| 21 | Level Control Oil, ADS, ASD | Not Applicable |
| 22 | Battery Condition/Midtronics Test and attach printout | OK - Passed |
| 23 | Verify functionality of any moving linkages on engine | OK - Passed |
| 24 | AdBlue Level - check and refill | Serviced |



Engine Component/System - Condition Check & Verification

- | | | |
|----|---|----------------|
| 25 | All Emission Control Systems in Place and Functional. Read out DTC's. Repair as Necessary | OK - Passed |
| 26 | Fuel Filter | Serviced |
| 27 | Spark Plugs | Not Applicable |
| 28 | Perform Dynamic Compression Test (Vehicles over 60,000 miles) | OK - Passed |
| 29 | Fuel Injection System | OK - Passed |
| 30 | Ignition System - During SDS Check; Including Routing of Ignition Wires (Gas) if applicable | Not Applicable |

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31	Check for DTC's of Pre-Glow system	OK - Passed
32	Vacuum Pump; Leak Evidence of Oil in Vacuum Line (Diesel)	OK - Passed
33	Boost Pressure (Diesel and Gasoline)	OK - Passed
34	Air Cleaner / Filter - Per Maintenance Schedule	OK - Passed
35	V-Belts and Poly-V Belt - Per Maintenance Schedule	OK - Passed
36	Engine Mounts	OK - Passed
37	Heating and Ventilation Dust Filter - Per Maintenance Schedule	OK - Passed
38	Active Charcoal Filter/Pre-Filter, per maintenance schedule	OK - Passed
39	Recirculating Air Filter - Per Maintenance Schedule	OK - Passed
40	A/C Refrigerant Charge system, per maintenance schedule	OK - Passed



Electrical Systems and Function Test

41	Fuses (Condition/Proper Rating)	OK - Passed
42	MIL Check; Indicators in Instrument Cluster	OK - Passed
43	Dash Instruments, Clock, Illumination and Dimmer Control	OK - Passed
44	Exterior Rear View Mirrors	OK - Passed
45	Exterior Mirror Fold Back	OK - Passed
46	Interior Rear View Mirror	OK - Passed
47	Automatic Dimming Rear View Mirror	OK - Passed
48	Radio, (Satellite Radio, if any) and Stereo Speaker Function	OK - Passed
49	Reset COMAND to original factory settings	OK - Passed
50	Tire Pressure Monitoring System - if fault code exists, print ECU log, freeze frame data and repair as SDS indicates Attach printout to RO	OK - Passed
51	CD Changer / Player / DVD rear entertainment system, check functionality	OK - Passed
52	Cellular Telephone, MHI, BlueTooth - Check Functionality	OK - Passed
53	Cigarette Lighter(s)	OK - Passed
54	Voice Control System (Basic Functionality)	OK - Passed
55	Contact Dealer Support at 1-877-826-6319. The mbrace® control unit must be provisioned by Dealer Support to enable the subscription of services.	OK - Passed
56	Rocker Switches; Function, Tactile Feel and LED/ Illumination	OK - Passed
57	Steering Column Adjustment and Memory	OK - Passed
58	Seat Adjustments and Memory	OK - Passed
59	Heated Seats/ Ventilated	OK - Passed
60	Front Seat Belt Extenders; (Coupe and Cabriolet)	Not Applicable
61	Front Seat Backrest Latch/Release; (Coupe and Cabriolet)	Not Applicable
62	Front Seat Backrest Latch/Release Chime/ Warning Lamp; (Coupe and Cabriolet)	Not Applicable
63	Rear Window Defroster (Check Current Draw with DMM)	OK - Passed
64	Rear Head Restraint Retraction	Not Applicable
65	Rear Window Sunshade	Not Applicable
66	Horn	OK - Passed
67	Headlamp Low / High Beam and All Exterior Lights, Check Headlight and Foglight Adjustment, After Wheel Alignment	OK - Passed
68	Rear seat backrest latch/ Warning Lamp	OK - Passed
69	Panorama Roof Function and Roller Shade	OK - Passed
70	Interior and Entry Lighting	OK - Passed
71	Windshield Wiper/Washer; System/Rear Window Wiper/Washer; Including Wiper Inserts, Headlamp Cleaning System	OK - Passed
72	Check functionality of Air-Scarf	Not Applicable
73	Check functionality of rain-sensor	OK - Passed



Undercarriage/Drivetrain

Note - Lower Engine Encapsulation Cover or Noise Encapsulation Cover to be Removed for Inspection; Must be Installed Prior to the Road Test.

74	Drive Shaft Flex Discs, Couplings and Center Support Brg(s)	OK - Passed
75	Exhaust System/Connections/Supports	OK - Passed

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76	Parking Brake and Cables	OK - Passed
77	Brake Lines	OK - Passed
78	Tire Wear (Including spare); Min. Tread Depth = 5/32 in. NOT including TWI; Record tread depth. Replace Tires and Spare regardless of remaining tread if they are older than 6 years	OK - Passed
79	Inspect Wheels / Tires, Correct Tire Pressure (Tires must be DAG approved - See MBUSATIRE.com for correct tire listing for this vehicle)	OK - Passed
80	Check Wheel Bolt Torque	OK - Passed
81	Perform wheel alignment check and perform alignment if needed	OK - Passed
82	Brake Rotors/Pads (Minimum of 50% Pad Material) Measure brake rotors, record results	OK - Passed
83	Shock Absorber/Damper Struts	OK - Passed
84	Suspension Inspection	OK - Passed
85	Self-Leveling Suspension	Not Applicable
86	Front/Rear Axle Rubber Mounts/Bushings	OK - Passed
87	Check Steering Play	OK - Passed
88	Tighten Steering Gear Bolts, for 463	Not Applicable
89	Front Axle Ball Joints	OK - Passed
90	Steering Shock FOR 463	Not Applicable



Chassis/Body

91	Body Structure Inspection	OK - Passed
92	Glass, Lamp Frames and Lenses	OK - Passed
93	Central Locking System Function Test (Interior/Exterior)	OK - Passed
94	Mechanical Locking with All Keys at All Points	OK - Passed
95	Alarm System Function	OK - Passed
96	Power Window Operation from All Points (Including Lock-Out)	OK - Passed
97	One Touch and Convenience Closing	Not Applicable
98	Interior Trim; Inspect Dash, Door Panels, Seat Covers, Wood, Etc.	OK - Passed
99	First Aid Kit - Inspect and replace if inner bag has been opened, check for expiration date and replace if necessary	OK - Passed
100	Multi-contour Seats. (Function Check with Engine Running)	OK - Passed
101	Seat Belts — Condition/Operation	OK - Passed
102	Front Seat Belt Height Adjustment	OK - Passed
103	Front Seat Center Armrest (and Hinge)	OK - Passed
104	Front Sun Visor/Vanity Mirror, Rear Vanity Mirror (if equipped) Operation/Illumination	OK - Passed
105	Roll Bar / Pop-up Headrest	OK - Passed
106	Parktronic (if available)	OK - Passed
107	Soft Top & Seals; Condition/Operation	Not Applicable
108	AIRCAP - Check operation of switches and proper movement according to vehicle specifications	Not Applicable
109	Door/Trunk Lid Closing Assist	OK - Passed
110	Trunk Release	OK - Passed
111	Tailgate Closing Assist	Not Applicable
112	Rear Facing Third Seat (Station Wagon)	Not Applicable
113	Door/Trunk/Tailgate Seals; Inspect Drains	OK - Passed
114	Sliding Roof Function Drains and Headliner	OK - Passed
115	Inspect Glass Roof for Scratches/Corrective Action	OK - Passed



Road Test

116	Instruments	OK - Passed
117	Speedometer/Odometer/Tripmeter	OK - Passed
118	Steering/Vehicle Handling/Centered Steering Wheel	OK - Passed
119	Braking System Performance, Parking Brake Operation	OK - Passed
120	Climate Control - Function / Regulation / Display, Check for Bad Odors in A/C System	OK - Passed

https://cpoi.mbusa.i.daimler.com/cpoi_web/cpoi_search.do?method=printAction&appType=PA#

4/6

11/7/2018

https://cpoi.mbusa.i.daimler.com/cpoi_web/cpoi_search.do?method=printAction&appType=PA#

121	Cruise Control — Function (Set, Accel, Decel, Resume & Off)	OK - Passed
122	Verify Navigation Function	OK - Passed
123	Verify Distronic-Function	Not Applicable
124	Engine Performance	OK - Passed
125	Excessive Exhaust Smoke (Diesel)	OK - Passed
126	Vibration and Noise (Drivetrain/Wheels)	OK - Passed
127	Transmission Shifting — (Upshift/ Downshift Quality & Kickdown)	OK - Passed
128	Shift Lock Operation	OK - Passed
129	Wind Noise	OK - Passed



Post-Road Test Inspection

130	Fluid Leaks — Visible Inspection	OK - Passed
131	Automatic Climate Control	OK - Passed
132	All Fluid Levels (Underhood)	OK - Passed

Appearance Standards



Engine

133	Wash, then Repeat Step 20	OK - Passed
-----	---------------------------	-------------



Trunk

134	Mat	OK - Passed
135	Paint	OK - Passed
136	Spare Tire, Tools & Jack. Check tire fit sealant expiration date and replace if date is expired	OK - Passed
137	Moisture and Odor	OK - Passed
138	Vacuum and Shampoo	OK - Passed



Interior

139	Floor Mats	OK - Passed
140	Carpet	OK - Passed
141	Upholstery	OK - Passed
142	Headliner, Door Panels	OK - Passed
143	Buttons Knobs & Vents, Instrument Panel	OK - Passed
144	Glass and Mirrors	OK - Passed
145	Wood & Chrome Trim	OK - Passed
146	Vacuum and Shampoo	OK - Passed
147	Screws	OK - Passed
148	Ashtrays	OK - Passed
149	De-Grease Door Jamb, Hinges, Kickpanels and Visors	OK - Passed
150	Moisture and Odor	OK - Passed



Exterior

151	Dings, Dents, & Scratches	OK - Passed
152	Examine Paint	OK - Passed
153	Examine & Clean Chrome	OK - Passed

https://cpoi.mbusa.i.daimler.com/cpoi_web/cpoi_search.do?method=printAction&appType=PA#

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11/7/2018

https://cpoi.mbusa.i.daimler.com/cpoi_web/cpoi_search.do?method=printAction&appType=PA#

154	Glass and Mirror Housing	OK - Passed
155	Grille	OK - Passed
156	Lamp Lenses	OK - Passed
157	Badges	OK - Passed
158	Trim and Moldings	OK - Passed
159	Wipers	OK - Passed
160	Bumpers	OK - Passed
161	Door Edges, Frames	OK - Passed
162	Wash and Wax	OK - Passed



Wheels

163	Scuffs and Scratches	OK - Passed
164	Cuts and Gouges	OK - Passed
165	Wash and Polish	OK - Passed

Notes:

Exclusion Notice for the Customer

The following items noted are to be specifically brought to the attention of the customer because they are non-Mercedes-Benz or aftermarket components and/or accessories. These items are excluded from Mercedes-Benz Certified Pre-Owned Limited Warranty. These items may however carry warranty from the specific manufacturer. Please inquire with your Mercedes-Benz dealer. **Circle all that apply:**

Wheels	Instruments	Other Items, List Below:
Suspension Components	External Lighting/Fog Lamps	_____
Radio/Cassette Player	Rack/Carrier	_____
CD Player	Bumpers, Side Skirts, Spoilers	_____
Telephone	Glass Tinting Film	_____
Alarm System	Radar Detector	_____
Blue Tooth Communication Devices		_____

Technician *Craig Kegan* Date: 11-7-18

Pre-Owned Manager _____ Date: _____

Service Manager *[Signature]* Date: 11/7/18

Mileage at Delivery 28053 Date: 11/28/2018

Customer _____ Date: _____

Revision 01/12

Mercedes-Benz USA LLC

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EXHIBIT E



Thank you for allowing us to help you maintain your vehicle. In our effort to help you keep your vehicle operating at peak performance, we have assembled this customized Action Plan that addresses the needs of your vehicle. Please review its contents and let your advisor know which services you would like us to perform today. If you have any questions or concerns please don't hesitate to contact us. We are here to help you.

Stephen Burton

PO BOX 61
WESTLAKE, OR 97493-0061
(541) 997-3015
STEEVEBURTONJDMS@AOL.COM

Sean Curry
Service Consultant
5034543272
SeanC@mbwil.com

J. Mills
Certified Technician



Original Customer Requests

The following is what you requested we perform or investigate regarding your vehicle:

- ✓ A. CLIENT STATES INTERIOR WOOD TRIM DISCOLORED - LI DOC
- ✓ AIR VENT WOOD TRIM
- ✓ DASH WOOD TRIM
- ✓ PASSENGER DOOR WOOD TRIM
- ✓ DRIVERS DOOR WOOD TRIM
- ✓ CENTER CONSOLE AND ASH TREY WOOD TRIM
- ✓ B. CLIENT STATES STEERING COLUMN WILL NOT ADJUST VERTICALLY (VERIFIED GUEST COMPLAINT, FOUND STEERING COLUMN ADJUSTMENT TO BE JAMEMNG)
- ✓ C. CLIENT STATES HANDS FREE TRUNK RELEASE INTERMITTENT
- ✓ D. CHECK AND SET TIRE PRESSURES- CHECK FOR TPMS CALIBRATION
- ✓ E. CLIENT REQUESTS QUOTE FOR REPLACEMENT FOR PASTIC INTER TRUNK SLAM PANEL REPLACEMENT AND RUBBER WEATHERSTRIPPING AT BASE OF DRIVER A PILLAR
- ✓ LEFT WATER DEFLECTOR # 212 690 05 82 9792
- ✓ TRIM LOADING EDGE #212 690 02 41 9051
- ✓ F. COMPLIMENTARY MULTI POINT VEHICLE INSPECTION.
- ✓ G. CLIENT HAS CPO



Package Results

Mercedes Benz of Wilsonville MultiPoint Inspection

Passed Task	Observation	Recommendation	Done
Measure front brake lining thickness	7 mm or greater: Inspect brakes next service		
Check and adjust front tire pressure	Tire pressure was set to manufacturer specification - Check tire pressures monthly		
Check and adjust rear tire pressure	Tire pressure was set to manufacturer specification - Check tire pressures monthly		
Inspect overall tire wear and condition	All tires good at this time		
Measure rear brake lining thickness	7 mm or greater: Inspect brakes next service		

RO#: 186435

Mercedes Benz of Wilsonville
25035 SW Parkway Ave Wilsonville, OR • 503-454-5000 • <http://www.mercedesbenzwilsonville.com>

2

Passed Task	Observation	Recommendation	Done
Fill windshield washer fluid	Filled to proper level		

Passed Tasks		
✓ Measure front brake lining thickness	✓ Inspect brake system components	✓ Inspect instrument cluster warning lamps
✓ Perform battery performance test	✓ Inspect battery terminals and cables	✓ Inspect drive belts
✓ Inspect all hoses and clamps	✓ Inspect steering components	✓ Inspect front suspension components
✓ Inspect rear suspension components	✓ Inspect engine for oil leaks	✓ Inspect transmission for leaks
✓ Inspect brake system for leaks	✓ Inspect cooling system for leaks	✓ Inspect fog/driving lights (if equipped)
✓ Inspect steering system for leaks	✓ Inspect sway bar components	✓ Left front tire tread depth
✓ Check and adjust front tire pressure	✓ Check and adjust rear tire pressure	✓ Windshield for cracks, chips and pitting
✓ Inspect wheels for damage	✓ Inspect overall tire wear and condition	✓ Check power locking system operation
✓ Check power window operation	✓ Check hood struts	✓ Inspect front differential fluid level, condition and check for leaks
✓ Inspect rear differential fluid level, condition and check for leaks	✓ Inspect transfer case fluid level, condition and check for leaks	✓ Measure rear brake lining thickness
✓ Inspect dash and interior lights	✓ Inspect heating and air conditioning operation	✓ Check horn operation
✓ Inspect wiper and washer operation	✓ Inspect headlight low and high beam operation	✓ Inspect taillight, turn signal, and side marker assemblies for cracks and damage
✓ Inspect taillight, turn signal, side marker, and license plate lights	✓ Inspect reverse light operation	✓ Inspect brake light operation
✓ Inspect hazard light operation	✓ Check transmission fluid level and condition	✓ Check brake fluid level and condition
✓ Check engine coolant level and condition	✓ Check engine oil level and condition	✓ Check power steering fluid level and condition
✓ Fill windshield washer fluid	✓ Inspect air cleaner element	✓ Inspect fuel tank, lines, and connections
✓ Inspect transmission mounts	✓ Inspect engine mounts	✓ Inspect axles, driveshaft(s) U-joints and CV joints/boots
✓ Inspect exhaust system for leaks, damage, and loose parts	✓ Inspect wiper blades	✓ Check engine performance
✓ Inspect cabin air (HEPA/micro) filter (in applicable vehicles)	✓ Right front tire tread depth	✓ Left rear tire tread depth
✓ Right rear tire tread depth		



Recommended Services

Our technicians recommend the following services for your vehicle.

RO#: 186435

Mercedes Benz of Wilsonville
 25035 SW Parkway Ave Wilsonville, OR • 503-454-5000 • <http://www.mercedesbenzwilsonville.com>

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Original Customer Requests	Status	Cost	Deferred	Approved
A. CLIENT STATES INTERIOR WOOD TRIM DISCOLORED - LI DOC		\$0.00		X
AIR VENT WOOD TRIM (DRIVERS SIDE AIR VENT WOOD TRIM DISCOLORED)	Caution	\$889.95		
DASH WOOD TRIM (DASH WOOD TRIM DISCOLORED)	Caution	\$401.95		
PASSENGER DOOR WOOD TRIM (PASSENGER DOOR WOOD TRIM DISCOLORED)	Caution	\$556.50		
DRIVERS DOOR WOOD TRIM (DRIVERS DOOR WOOD TRIM DISCOLORED)	Caution	\$556.50		
CENTER CONSOLE AND ASH TREY WOOD TRIM (CENTER CONSOLE WOOD TRIM AND ASH TREY WOOD TRIM DISCOLORED)	Caution	\$872.35		
B. CLIENT STATES STEERING COLUMN WILL NOT ADJUST VERTICALLY		\$0.00		X
C. CLIENT STATES HANDS FREE TRUNK RELEASE INTERMITTENT		\$0.00		X
D. CHECK AND SET TIRE PRESSURES- CHECK FOR TMPS CALIBRATION		\$0.00		X
E. CLIENT REQUESTS QUOTE FOR REPLACEMENT FOR PASTIC INTER TRUNK SLAM PANEL REPLACEMENT AND RUBBER WEATHERSTRIPPING AT BASE OF DRIVER A PILLAR		\$0.00		X
LEFT WATER DEFLECTOR # 212 690 05 82 9792 (LEFT FRONT WATER DEFLECTOR)	Fail	\$607.00	X	
TRIM LOADING EDGE #212 690 02 41 9051 (TRIM LOADING EDGE)	Fail	\$157.38		X
F. COMPLIMENTARY MULTI POINT VEHICLE INSPECTION.		\$0.00		X
G. CLIENT HAS CPO		\$0.00		X
Subtotal		\$4,041.63	\$607.00	\$157.38
Totals, Taxes and Fees		Cost	Deferred	Approved
Estimate Subtotal		\$4,041.63	\$607.00	\$157.38
Shop Fee		\$0.00		
Tax		\$0.00		
Estimate Total		\$4,041.63		

EXHIBIT F



Mercedes-Benz Brand Communication Standards

Published August 2015, Rev. 10

Mercedes-Benz



Introduction

The “Mercedes-Benz Brand Communication Standards” (MBBCS), published July 2015, Rev. 10 by Mercedes-Benz USA (MBUSA) supercedes all previously published “Mercedes-Benz Brand Communication Standards” and/or guidelines. The “Mercedes-Benz Brand Communication Standards” provides authorized Mercedes-Benz dealers with the essential principles to effectively market Mercedes-Benz products and their dealership in a brand-commensurate manner. Additionally, these standards are the framework for the Mercedes-Benz USA, LLC (MBUSA) New Vehicle Tier 3 Bonus Program (effective January 1, 2010, Rev. 1: July 2010, Rev. 2: March 2011, Rev. 3: October 2011, Rev. 4: January 2012, Rev. 5: November 2012, Rev. 6: July 2013, Rev. 7: February 2014, Rev. 8: February 2015, Rev. 9: April 2015) and remain in effect until noted otherwise. The “Mercedes-Benz Brand Communication Standards” apply to all forms of paid and non-paid (added value) Tier 3 new vehicle and service marketing communications, inclusive of, but not limited to: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, direct mail, e-mail marketing, local events, geographic marketing parameters (AOI), etc.

These marketing standards are to be adhered to when preparing Tier 3 marketing communications to maintain the integrity of the Mercedes-Benz brand and assure the dealer’s eligibility for MBUSA New Vehicle Tier 3 Bonus Program monies. Violations of the Category I standards are harmful to the Mercedes-Benz brand image. Non-compliance with these standards lowers the prestige of the Mercedes-Benz brand in the mind of consumers, has a negative impact on the historically high value retention of Mercedes-Benz vehicles and the Mercedes-Benz franchise and gives the impression that Mercedes-Benz vehicles are commodities that are subject to “distressed goods sales.” Category II standards address very important branding and marketing best practices that are integral to maintaining consistent brand messaging.

MBUSA places good faith in its dealer body to do everything possible to market Mercedes-Benz products and their dealership(s) in compliance with these brand communication standards. Additionally, in the planning of new vehicle services, local events and co-branded sponsorships, the dealer in good faith will employ non-predatory practices within their area of influence (AOI) as defined in the “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” MBUSA also places good faith in its dealer body to accurately document their new vehicle Tier 3 marketing expenses as instructed in the “Mercedes-Benz Dealer Accounting Manual” for Dealer Financial Statement reporting.

(Tier 3 pertains to individual dealer marketing.)

Legal Summary

MBUSA strongly encourages all advertising to be reviewed by the dealer's legal counsel. Financing rates and lease advertisements are regulated by law. It is up to the dealer to be compliant with state and local legislation.

MBUSA reserves the right to modify these standards to address corporate trademark revisions, changing media landscape, tactical programs, or applicable federal or state laws.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle and service Tier 3 marketing questions not specifically addressed in the "Mercedes-Benz Brand Communication Standards" may be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 4 PM regardless of time zone at 1-800-790-0917, or via e-mail info@mercedes.adcompliance.com.

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer's Tier 3 website requires a seven-day turnaround. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation's monthly offers which are valid only for the month indicated in the "Monthly Sales Guide."

MBCCS is not responsible for the following services:

1. VIN and Stock #: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to MBUSA's *Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS's monitoring process only.
2. Superlative claims: Dealer is responsible to assure that claims can be documented.
3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

Mercedes-Benz Brand Communication Standards

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SECTION I

This section documents Category I Infractions of the MBUSA New Vehicle Tier 3 Bonus Program:

Inclusive of, but not limited to paid, non-paid, and added value marketing for new vehicle and service marketing via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, e-mail marketing, local events, etc.

To comply with the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*, the following must be adhered to. Please refer to Mercedes-Benz Regional Dealer Advertising Program document (dated February 2014, Rev. 7), for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

1. Language Usage

A. Discounting

1. **Tier 3 marketing for new vehicle, demonstration, or special demonstration vehicles must always reflect pricing at MSRP and/or offers stated within the “Monthly Sales Program Guide” for the time frame indicated in the “Guide” and must include the Destination and Delivery charges. Marketing communication examples include, but are not limited to, dealer newsletters, e-mail blasts, direct marketing, digital marketing.**
 - When communicating a retail sales price on a vehicle via consumer-oriented marketing, the MSRP cited must represent the vehicle described, including year, model, and optional equipment if applicable.
 - In the event that the information provided in the communication is incomplete or inconsistent, for the purposes of evaluating compliance within the *MBUSA New Vehicle Tier 3 Bonus Program*, it will be assumed that the dealer intends to advertise the most expensive Mercedes-Benz vehicle suggested by any portion of the description given.
 - A Mercedes-Benz class of vehicle may be advertised with a “starting at” MSRP; however, if the vehicle depicted is not representative of the starting at price, it must be disclosed as such within the communication.
 - Unless a vehicle being advertised is clearly identified as a used car, MBUSA will assume that the vehicle is new. Dealers must identify any Certified Pre-Owned (CPO) and/or pre-owned vehicles to avoid any misrepresentation of the vehicle status as “new.”
 - **One-to-One Communication:** The only exception to this guideline is a unique, single communication, i.e. a sales consultant communicating with one customer via an e-mail, response to an electronically generated lead via e-mail or phone, AutoAlert/automotiveMastermind system etc. correspondence, a phone call and/or correspondence via standard mail.
2. **Discounting MSRP of a vehicle sale price via alternative cash incentives is prohibited**, i.e., gift cards regardless of their value. Additionally, non-cash incentives may not be used to discount the MSRP. (This standard does not pertain to test drive offers. Test drive incentives are at the discretion of the dealer.)
3. **Where non-cash incentives are offered, the communication must include the value of the incentive or, where no retail price is available, the fair market value of the incentive.** If a range of prizes is available within a promotion, the value range must be stated.

4. **Inventory Listing Sites and third-party powered aggregator website services offer dealer inventory listings programs. New vehicle inventory listings must comply with all “Mercedes-Benz Brand Communication Standards” contained in this document, including pricing at MSRP or complying with that published in the MBUSA “Monthly Sales Program Guide.”**
5. **Vehicle listings on websites which exist for the purpose of providing auction-based pricing:**
 - New launch vehicles are not to be listed within 60 days of the retail launch of the model introduction.
 - Limited production/specialty vehicles cannot be listed until authorized by MBUSA via Sales Operation’s “Monthly Sales Program Guide.” The “Monthly Sales Program Guide” shall specifically state on a monthly basis which limited production/specialty vehicles are prohibited from being listed.
 - New vehicle listings must comply with all “Mercedes-Benz Brand Communication Standards” contained in this document, including pricing complying with MSRP or that published in the MBUSA “Monthly Sales Program Guide.”
6. **Matchmaker websites: Dealers providing discounted pricing on 3rd party websites (i.e. TRUECar.com, Edmunds.com, KBB.com and similar) must adhere to the monthly Tier III Matchmaker Guide or Tier III Lease and APR guide in order to be compliant.**

B. Distressed Language

1. **Dealers may not utilize any form of distressed advertising**, including any mention of overstocking, closeouts, or other suggestions that the vehicles cannot be sold. Examples of distressed language include the words “Discount,” “XX% off,” or “Save XX%,” “\$X,XXX off,” “\$X,XXX Savings,” “Save \$X,XXX off MSRP,” “Clearance,” “Liquidation,” “Blowout,” “Overstocked,” “Reduction” (i.e., “Inventory Reduction,” “Massive Reduction,” “Construction Reduction,” “Tent Sale,” “Garage Sale,” “Super Store,” or “Super Center”), crossing out price (MSRP) of vehicle to represent a “visual” form of a discount, or any other phrase that tends to create the impression that Mercedes-Benz vehicles are an “economy” or “discount” brand rather than a premium brand.

Acceptable alternative language examples:

- Visit your local dealer and drive off in the Mercedes-Benz of your dreams for less than you ever dreamed possible.
 - Tremendous offers/opportunities ...
 - Attractive offers/opportunities ...
 - Exceptional offers/opportunities ...
 - Special offers/opportunities ...
 - One of the best opportunities of the year ...
 - The end of the year means the best time of the year to turn your dream Mercedes-Benz into your new Mercedes-Benz.
 - Thanks to a special Mercedes-Benz offer, your local dealer is motivated to make sure you drive off in a C300 for ...
 - ... with a unique Mercedes-Benz APR of 1.9%.¹
 - As the 20XX model year ends, our motivation increases ...
 - Available for less than you’d expect.
 - We work with you for the best experience possible.
 - A selection as generous as it is gorgeous.
 - We work with you to offer a tailored buying opportunity.
 - The end of the model year has arrived and Mercedes-Benz of _____ is now offering special deals on 20xx models. But hurry, the offers end December 31.
 - Take advantage of the end of the model year with some incredible offers. Come in to Mercedes-Benz of _____ now through December 31.
 - The end of the model year is here. Come in now through December 31 for exceptional offers on these rather exceptional 20xx models.
 - Come in to Mercedes-Benz of _____ to take advantage of the end of the model year with special offers on 20xx models now through December 31.
 - The end of the model year has arrived. Come in for a special offer on 20xx models now through December 31.
2. **Dealers may not use the terms such as** “Dealer cost,” “Invoice,” “Certificate,” “Rebates,” “Cash Back,” “Coupon,” “Dealer

¹ Requires use of disclaimer. Please refer to Section I “2B.”

Incentives,” “Factory Incentives,” “Cash Incentives,” “Special Internet Pricing” or “Low Prices” (in reference to a vehicle price).

3. **The terms “Deal,” “Special Deal,” “Special Purchase,” “Save,” “Savings” and “Incentives” can only be used when they refer directly to the lease and APR offers published in the MBUSA “Monthly Sales Program Guide” or MBUSA’s published “Fleet Programs and Guidelines.”** Use of these terms in any other context warrants an infraction, including all exaggerated forms of these terms including “Huge Savings,” “Best Savings,” etc.

C. Unsubstantiated Claims

1. **Dealers may not publish or air disparaging communications or non-documentable/untrue claims** that imply that a dealer is in a preferred position as compared with other Mercedes-Benz dealers. Dealers may not use superlatives or make claims about their Mercedes-Benz dealership without first substantiating and documenting those claims with their MBUSA Regional Office. The source for any superlatives or claims that appear in consumer-oriented marketing must be shown in a disclaimer. Superlatives such as “biggest,” “best,” “largest,” “first,” “only,” “most aggressive,” “most professional,” “friendliest,” “easiest to accommodate,” “largest inventory,” “fastest growing,” and other similar phrases are often impossible to document or require significant disclaimers.
2. **Dealers who did not receive the most current Mercedes-Benz “Best of the Best” award are not permitted to utilize “Best of the Best” assets in their communications.** The only acceptable use of communicating the Mercedes-Benz “Best of the Best” dealer award via consumer-oriented marketing is by those dealers who have won the most current award announced. “Best of the Best” award recipients are not to communicate this accolade in a manner disparaging to other dealers. Dealers are free to include the number of times they have won the award; however, they must have won the most current award announced. Dealers can advertise this accolade from the date of announcement up until the date that the following year award winners are announced.
3. **Dealers who are not named by MBUSA as an official “AMG Performance Center” are not permitted to market themselves as such in their communications.** This also includes using superlatives to imply that the dealer is in a better position to sell AMG products versus any other dealer such as “AMG Super Center,” or “AMG Headquarters.”

D. Misleading Language

1. **Messaging stating or implying that the dealer is in a better position to sell new Mercedes-Benz products versus any other dealer or implying the dealer has a special relationship with MBUSA** is non-compliant (MBUSA corporate-owned dealerships using the following terms will also realize a strike within the *MBUSA New Vehicle Tier 3 Bonus Program*). Terms relating to dealer inventory, vehicle pricing, or dealership events such as “Factory Authorized,” “Factory Unauthorized,” “Allocation (Special or Factory),” “Guaranteed Lowest Price,” “Meet or Beat,” “We will not be undersold,” “Price Guarantee” (unless the specific details of the price protection guarantee are included in the advertisement), “We will honor all dealers’ ads,” and “Bring us a competitor’s ad” are not to be used.

2. **Tier 3 marketing materials that state or imply they are the official property of MBUSA, Mercedes-Benz, or any other Daimler AG entity are non-compliant.** Content is to be explicitly disclosed as dealer-produced, and may not profess to be official MBUSA property/content.
3. **Marketing terms and images that would tend to mislead or deceive a consumer into believing that the dealer is MBUSA is considered non-compliant. Creating the appearance/impression that a website and/or social media application represents an official web property of MBUSA, Mercedes-Benz, or any other Daimler AG entity is non-compliant. (MBUSA corporate-owned dealerships using the following terms will also realize a strike within the MBUSA New Vehicle Tier 3 Bonus Program.)**
 - Tier 3 promotions cannot be combined with MBUSA promotions (i.e., Summer or Winter Event) nor monthly offers outlined in the Monthly Sales Program Guide as this would imply they are components of a corporately offered program. Dealers are to refrain from advertising a manufacturer-authorized event (i.e. Summer and Winter Events) outside the stated dates of event once the official event/offer has ended. Dealers must clearly designate a Tier 3 event with their DBA name and not infer it is an OEM event.
 - Dealer websites that create the impression of being the official factory sales website to provide the illusion and/or misrepresentation that the customer is purchasing directly from MBUSA, including, by way of example, a website that contains misleading terms in its URL such as “Shop Mercedes-Benz,” “Buy Mercedes-Benz,” “eMercedes-Benz,” “eMercedes-Benz Invoice,” “Wholesale Mercedes-Benz,” “Mercedesbenzsummerevent,” “Mercedesbenzwinterevent,” “Mercedesbenzcclass,” “Mercedesbenzfleet,” or any other Mercedes-Benz naming convention or other misleading term. Acceptable registered dealer URLs beyond the dealer’s official site domain that are noted in communications must link to the dealer’s official site. A clear representation of a dealer website is one inclusive of the dealer DBA name, address and contact information clearly visible on the landing page.
4. **Language that misleads a consumer as to the nature of the deal** he or she can expect to obtain is non-compliant. For example, language that induces a consumer to come to a dealership to purchase a vehicle that is unlikely to be available at the dealership at the price advertised.
5. **Demo vehicles or special demonstration vehicles** may only be referred to as a “demo vehicle” if the said vehicle has been documented as such in NetStar. Dealers are to contact their local counsel to confirm if state or local regulations require a “demo vehicle” to be clearly communicated as a “used demo.” If under applicable state law, the Mercedes-Benz “demo vehicle” is considered a used vehicle, it must be clearly marked as a “used demo” and separated from any new vehicle advertising. (See “1A1” for further guidelines regarding Demo vehicles.)

2. MBUSA “Monthly Sales Program Guide” Compliance

In order to utilize the supported lease and APR programs offered in a given month, your Tier 3 advertising must match MBUSA’s published program structures including any structures listed in the Special Incentives portion of MBUSA’s “Monthly Sales Program Guide” or “sales addendum notice” available on NetStar. Offers stated within MBUSA’s “Monthly Sales Program Guide” and/or “sales addendum notices” cannot be advertised by a broker.

When advertising the sale of a Courtesy Vehicle (CVP) the following must be adhered to:

- Must be clearly indicated as a CPO/PO vehicle
- Cannot reference \$XX off MSRP; as an example, it is acceptable to advertise the car for \$30,000, but not acceptable to reference “\$5,000 off MSRP”
- Any lease offers must follow the new car guidelines as published in the Monthly Sales Program Guide.
- APR offers must follow CPO/PO support

A. Tier 3 Lease Compliance:

1. **The advertised lease price for vehicles available during an offering period must be equal to or greater than the price outlined in the current month’s “Monthly Sales Program Guide” for supported lease programs.**
2. **The advertised term (in months), for the supported lease** must be within the range outlined in the current month’s “Monthly Sales Program Guide” for supported lease programs’ customer down payment (capitalized cost reduction) and mileage allowance requirement.
3. **The terms “No Money Down,” “\$0 Down,” and “Sign and Drive”** if a first payment or down payment is required at signing is non-compliant. Unless otherwise set forth in MBUSA’s “Monthly Sales Program Guide” or prohibited by law, a dealer may advertise that it will pay a consumer’s first installment payment on a lease or financed Mercedes-Benz vehicle; however, the value of such payment cannot be deducted from the advertised MSRP. See “Monthly Sales Program Guide” for further clarification of “Sign and Drive” advertising guidelines.
4. **Mercedes-Benz Drive Employee Appreciation and Loyalty program (MBDEAL)/Dealership Employee Purchase Program (DEPP) advertising is not permitted.** The details of the MBDEAL/DEPP lease or retail offerings are a guideline only for dealership employees and affiliate company employees and their family members.
5. Certain Market Support Programs (for example, Customer Appreciation Program (CAP) and Lease and Retail Incentive Certificate Program advertising) are not permitted to be advertised. Programs that cannot be advertised via Tier 3 advertising will be noted in each program notice.
6. On occasion, MBUSA Sales Operations has the right to select models that will allow dealers to advertise at a lower lease payment via Tier 3 advertising. Dealers must comply with program parameters as stated in the “Tier 3 Ad Guidelines Addendum” notice and with all advertising standards as outlined in the “Mercedes-Benz Brand Communication Standards.”

B. Lease and APR Advertising Disclaimers:

An appropriate legal disclaimer must accompany any price listing. Required advertising disclosures must be made clearly and conspicuously. Dealers must not advertise a price not available at the dealership. MBUSA corporate advertising focuses on the value inherent in all Mercedes-Benz products and the “starting at MSRP” for select models. Dealers may choose to reinforce this message with lease and/or APR advertising. If a monthly lease payments advertised, dealers must ensure compliance with Federal Regulations (Regulation M). If an APR rate is advertised, dealers must ensure compliance with Federal Regulations (Regulation Z). If a rate of finance charge is stated in an advertisement, it must also be stated as an APR.

To ensure compliance with these federal legal requirements, pertinent lease or retail data must closely accompany the advertised payment or APR rate in a manner as conspicuous as the advertised payment or APR rate. A dealer must always check with their legal counsel to ensure all state and/or local regulations are also followed.

- To comply with “as conspicuous as” in digital banner and paid search marketing initiatives, dealers may include an MBUSA monthly offer as outlined in the current “Monthly Sales Program Guide” in their SEM copy and in doing so, must assure the landing page provides the full disclaimer for lease structure and/or APR rates.

The headline/body copy may describe the vehicle and the lease or retail in general terms. It may not identify the terms required to be disclosed by the federal law in print any larger than that of all of the material terms in the disclosure box.

Photography or illustrations of specific vehicles must be reflective of the advertised terms or otherwise noted. The duration of the limited time lease or sale offer must be specified.

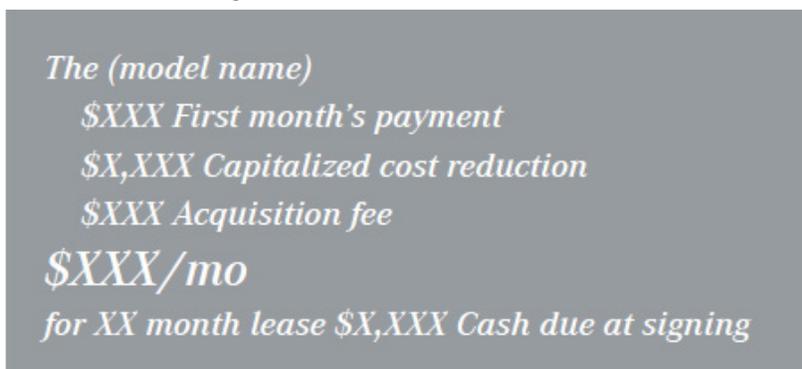
Additional State Requirements: A lease and/or APR advertisement that meets federal disclosure requirements may still fail to meet applicable state laws regarding deception and confusing advertising. Please be sure to check your state law requirements with your counsel before running any lease or APR advertising.

C. Regulations Regarding Advertising Lease Offers: Federal Law, Regulation M, 12 Code of Federal Regulations, Part 213, must be complied with in full. It makes mandatory certain disclosures for any lease advertisement that contains any of the following “triggering terms”: the amount of any payment, a statement of any capitalized cost reduction, other required payment, or that no payment is required at delivery or lease consummation. If any of these triggering terms are used, the advertisement must disclose the following additional information:

- The transaction advertised is a lease.
- The total amount due prior to or at consummation/delivery.
- The number, amounts, and due dates or periods of scheduled payments under the lease.
- A statement of whether or not a security deposit is required.
- If applicable, a statement that the payment amount or amount due at lease signing excludes taxes, licenses, title and registration fees.

2. A disclosure of pertinent lease terms must be as readily noticeable as the advertised payment. This prominent disclosure must include the following in proximity to the advertised payment: length of term of the payment, capitalized cost reduction, acquisition fee, total cash due at signing as per the illustration that follows:

“Disclosure box” example



Lease rates should not be quoted in advertising.

3. In addition to the disclosure box, the following Shortened Disclaimer must appear in a footnote of the communication:

Available only to qualified customers at participating authorized Mercedes-Benz dealers through Mercedes-Benz Financial Services (where applicable to advertised lease) through (date). Advertised lease rate based on a gross capitalized cost of \$____. Includes destination charge and optional _____. Excludes title, taxes, registration, license fees, insurance, dealer prep. and additional options. Total monthly payments equal \$____. Cash due at signing includes \$____ capitalized cost reduction, \$____ acquisition fee, and first month's lease payment of \$____. Total payments equal \$____. Subject to credit approval. No security deposit required.

Alternative Full Disclaimer required when both the "Disclosure Box" terms and shortened disclaimer are not used together:

Available only to qualified customers through Mercedes-Benz Financial Services (where applicable to advertised lease) at participating authorized Mercedes-Benz dealers through (date). Not everyone will qualify. Advertised _____ month lease rate based on MSRP of \$_____ less the suggested dealer contribution resulting in a total gross capitalized cost of \$____. Dealer contribution may vary and could affect your actual lease payment. Includes Destination Charge and optional _____(Package or Equipment). Excludes title, taxes, registration, license fees, insurance, dealer prep. and additional options. Total monthly payments equal \$_____. Cash due at signing includes \$____ capitalized cost reduction, \$____ acquisition fee, and first month's lease payment of \$____. No security deposit required. Total payments equal \$____. At lease end, lessee pays for any amounts due under the lease, any official fees and taxes related to the scheduled termination, excess wear and use plus \$0.25/mile over _____ miles and a \$595 vehicle turn-in fee. Purchase option at lease end for \$____ plus taxes (and any other fees and charges due under the applicable lease agreement) in example shown. Subject to credit approval. See dealer for complete details. For more information, call 1-800-344-8736 , or visit MBUSA.com.

D. Lease payments that exceed 60 months are not to be used.

E. Non-MBUSA Lease and APR Programs: Exceptions to lease and APR structures set forth in MBUSA's applicable "Monthly Sales Program Guide" that may be offered by an independent financial institution may be advertised by a dealer in its Tier 3 advertisements. MBUSA will allow dealers to buy down an APR rate offered by an independent financial institution. Non-MBUSA lease and/or APR programs (that are not featured in the MBUSA "Monthly Sales Program Guide"), must meet the following requirements: Customer down payment must not exceed 10% of total vehicle MSRP including destination; lease term may not exceed 48 months; advertised monthly payment may not be lower than 0.75% of the total vehicle MSRP including destination; a lease must be at least 10,000 miles per year, must use lease disclaimer as stated in Section I 2C or APR disclaimer as stated in section I 2F and clearly state the independent financial institution when advertising such programs.

F. Regulation Regarding Advertising Retail Contract APR Offers: *Federal Law, Regulation Z, 12 Code of Federal Regulations, Part 2226*, must be complied with in full. It makes mandatory certain disclosures for any Retail APR advertisement that contains any of the following "triggering terms": the amount of or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge. If any of these triggering terms are used, the advertisement must disclose the following additional information:

- The amount or percentage of the downpayment
- The terms of repayment, which reflect the repayment obligations over the full term of the loan, including any balloon payment.
- The "annual percentage rate," using that term, and if the rate may be increased after consummation, that fact.

Required APR Disclaimer with terms listed above:

For qualified customers only. ___% APR financing for __ months at \$__ per month, per \$1,000 financed. Excludes leases and balloon contracts. Available only at participating authorized Mercedes-Benz dealers through Mercedes-Benz Financial Services. Must take delivery of vehicle by _____. Specific vehicles are subject to availability and may have to be ordered. Subject to credit approval by lender. Rate applies only to Mercedes-Benz model vehicles listed. Not everyone will qualify. See your authorized Mercedes-Benz dealer for complete details on this and other finance offers.

The advertised term for a supported APR must be within the range outlined in the current month's "Monthly Sales Program Guide" for supported APR programs. You must list the APR financing for each term that is being offered, i.e., 24, 36, 48, or 60 months. Any down payment required must also be disclosed (by amount or percentage).

Dealers are permitted on supported APR programs to advertise either the minimum APR buy rate, or no more than 1% dealer reserve on such supported APR programs. The minimum buy rate can be found in the applicable "Monthly Sales Program Guide" as set forth on the applicable Monthly Lease and Finance Offers Matrix for the given model and term (i.e., MY12 C250W APR 24-36 months 0.90% = minimum buy rate or 1.90% minimum buy rate plus 1% dealer reserve). MBUSA will allow dealers to buy down MBFS Standard APR rate offered.

G. Television and radio lease and APR advertising requiring a federal disclosure may utilize a toll-free number.

Any television/radio advertisement requiring federal disclosure under Regulation M or Regulation Z will comply with federal law if the advertisement lists a toll-free telephone number along with a statement that the number may be used by consumers to obtain additional cost information.

For lease advertising, in order to employ the toll-free number, the advertisement must still identify the advertised transaction as a lease, the total amount due prior to or at consummation or delivery, and the number, amounts, and due dates or periods of scheduled payments under the lease offer. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast.

For retail APR advertising, in order to employ the toll-free number, the advertisement must identify the advertised transaction by stating the annual percentage rate. The toll-free telephone number must be available for at least 10 days beginning on the date of broadcast.

The lease or retail disclosures required by Regulation M or Regulation Z must be provided early in the toll-free number recording message sequence. For lease advertising, all the disclosure information required must be provided orally or in writing upon consumer request via the toll-free number in compliance with Regulation M.

Note: It is the dealer's sole responsibility to maintain such a service. An Internet site does not meet the requirements of a toll-free number as a means of alternative disclosure.

H. If you choose to advertise any or all of the Competitor Conquest or Loyalty Accelerator Programs, the language provided in the "Monthly Sales Program Guide" must be used. Please refer to the guidelines for all eligible makes. As always, compliance with advertising standards as outlined in the "Mercedes-Benz Brand Communication Standards" is required.

3. Fleet

A. USAA Program

USAA incentives are not permitted to be advertised. The dealer must request that the customer contact them for current offers as described in the USAA Sales Program Pricing document updated monthly in NetStar.

B. The terms “Deal,” “Special Deal,” “Special Purchase,” “Save,” “Savings” and “Incentives” can only be used when they refer directly to the offers published in MBUSA’s “Fleet Programs & Guidelines.”

C. For Fleet Incentives: The standard published Fleet Incentive is combinable with concurrent Market Support as outlined in the “Fleet Programs & Guidelines” unless otherwise noted. Only eligible new and unused vehicles listed in the fleet program qualify.

D. A footnote disclaimer must reference the Fleet Incentive and include the following information: Available for qualified customers only.

E. Dealers with established Fleet relationships are to limit their communications of extended corporate employee offerings/event invitations to:

- Employees residing within their AOI.
- The corporation’s Intranet or internal e-mail communications: only applicable for corporate offices located within a dealer’s AOI.
- In alternate channels, clearly identifying an extended incentive is applicable only for employees of eligible companies, i.e., “Available for qualified customers only.”

F. Dealerships may not advertise or position themselves to appear as the exclusive or preferred dealership of an MBUSA Fleet program when marketing to a company or an association.

G. 3rd Party Logo Advertising: Dealerships may not use or advertise 3rd party logos on their website or when marketing to a company or association.

4. Marketing Outside of AOI

Dealers are to place their Tier 3 marketing only within their areas of influence (AOI) as defined in the “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” A Tier 3 media buy must comply with the following parameters, defined by media type and geography, to qualify for the *Tier 3 Bonus Program* payout.

Media purchased must reflect a strong reach within a dealer’s AOI. Compliance varies by medium and by geography. MBUSA expects dealers to employ non-predatory marketing practices by focusing their efforts within their AOI in accordance with their “Mercedes-Benz Passenger Car and Light Truck Dealer Franchise Agreements.” Should a dealer’s AOI be modified as a result of a new dealer point within their designated marketing area (DMA), the existing dealer has 60 days to pull their marketing from the AOI of the new dealer point, or until which time the existing dealer’s media contract expires.

A dealer’s Tier 3 media buy must meet the following guidelines. **Deviation from these media buying guidelines must be pre-approved by your MBUSA Regional Office.**

A. Multi-Point DMA

1. **Spot TV:** Must have signal in dealers AOI.
2. **Spot Cable:** Purchase only cable zones inclusive of zip codes within AOI.
3. **Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100,000.

C. Print:

1. Must purchase zip codes or regional edition when available, purchasing only those zip codes which fall within dealer’s AOI.
2. Publications with non-regional capabilities must have at least 10% of circulation within the dealer’s AOI.

B. Single Point DMA

1. **Spot TV:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter.
2. **Spot Cable:** Purchase within DMA only. May purchase beyond DMA if AOI extends past DMA parameter; however, within only those cable zones inclusive of AOI zip codes.
3. **Radio:** Buy must reflect 0.1+ Arbitron Rating in dealer’s AOI, against adults 25-54, HHI \$100,000.

D. Print:

1. Publication must have 60% of circulation within a dealer’s AOI.

E. Out-of-Home: May only be purchased in zip codes within a dealer’s AOI (i.e. signage, transit bus buys, billboards etc.).

– These rules apply regardless of creative message (New, Service, Pre-Owned, Certified Pre-Owned etc.)

F. Digital Online Banners: Medium offers geo-targeted buying capabilities for display advertising and sponsorships. Therefore, the dealer must isolate the buy within a geography representative of their AOI.

G. Search Engine Marketing (Paid Search):

Dealers must establish geo-targeted Search Engine Marketing (SEM) accounts to ensure paid search results appear only to IPS addresses whose zip code aligns with their AOI. (A step-by-step guide including examples to set up a compliant geo-targeted SEM account is available under the “Tier 3 Bonus Program” tab on www.mercedesmarketing.com entitled “Using Google Zip Code Targeting” along with a “Dealer Checklist for SEM.”)

Tier 1/Corporate Paid Search:

MBUSA will handle the national buy of all keyword terms relating to Mercedes-Benz trade/product/class names. Dealers are not to purchase such keywords on a national basis. A dealer may, however, purchase these terms via their geo-targeted SEM account assuring that search results appear only to IPS addresses of the zip codes which define their AOI, i.e., MBUSA purchases Mercedes-Benz E-Class on a national level; dealer may purchase Mercedes-Benz E-Class via their geo-targeted SEM account defined by zip codes within their AOI.

MBUSA will handle the purchase of geo-modified keywords which reference a state name, i.e. Mercedes-Benz Ohio. Dealers are not to purchase keywords inclusive of the state in which they are located. The only exception to this is if a dealer is the only authorized Mercedes-Benz dealer within the state.

Tier 2/LCP Paid Search:

MBUSA manages Brand+Geo keyword buys at a DMA level which drives the consumer to a dealer locator landing page for the respective LCP group.

Tier 3/Individual Dealer Paid Search:

The following guidelines govern Tier 3 SEM buys:

- SEM accounts must always be set-up with geo-targeted parameters reflective of a dealers AOI geographical boundaries. This assures search results appear only to IPS addresses whose zip codes align with the AOI.
Search Engine Marketing with sites other than Google: If zip code targeting is not available on search engine marketing sites (i.e. Yahoo/Bing, etc.) then dealer must set-up their accounts to follow the minimum radius officially offered by that specific search engine.
- Trade name, product, and class terms may be purchased via a geo-targeted SEM account.
- Keywords inclusive of city names and geo-references must be reflective of locations within their AOI.
- Dealers within a DMA whose DBA is not “Mercedes-Benz of *Anytown*” are to set up their dealer name as an *exact match negative term* within their search accounts.
- Dealers are not to purchase keywords inclusive of the state in which they are located. The only exception to this is if a dealer is the only authorized Mercedes-Benz dealer within the state.
- Dealers are not to purchase keywords inclusive of the name of other authorized Mercedes-Benz dealers.
- Prospects in the process of relocating to an area are to be reached via organic search (SEO).

SEM Reference Guide:

KEYWORD BUY CATEGORY	MBUSA RESPONSIBILITY/ Tier/1(Corp) & Tier 2(LCP)	DEALER ACCOUNT RESPONSIBILITY/TIER 3
Brand+Local Geo Terms i.e., Mercedes-Benz Pittsburgh Brand+State Name	National Buy	AOI zips code only buy On an Exact Match Basis Not to buy state name
Branded Terms i.e., Mercedes-Benz E-Class	National Buy	AOI zip code only buy On a Broad-Match Basis
Conquesting i.e., BMW 3-series	Tier 1: National Buy Tier 2: DMA Level	AOI zip code only buy On a Broad-Match Basis
Unbranded i.e., Luxury SUV	Tier 2 Buy Market-by-Market Based on LCP budget	AOI zip code only buy On a Broad-Match Basis
Dealership Name	—	AOI Only Exact Match Basis

H. Dealer Website URL/Meta Description Tag/and Meta Keyword Tags:

Dealer must assure that all elements of their dealer website comply with AOI rules as outlined in the “Mercedes-Benz Brand Communication Standards.” As stated throughout these standards, predatory marketing outside a dealer’s AOI is strictly prohibited. This is inclusive of predatory Search Engine Optimization (SEO) practices pertaining to all dealer website body copy, URLs and Meta description/Keyword Tags which incorporate geographic references beyond the dealer’s AOI and/or other Mercedes-Benz dealer names, or variations on their names. Such predatory SEO practices are in violation of the “Mercedes-Benz Brand Communication Standards” regardless of the section(s) of a dealer website where this information appears.

I. Local Event:

- A dealer is not to sponsor an event outside of their AOI.

If an event falls outside of the AOI, the dealer must receive pre-approval from their MBUSA Regional Office.

Exceptions:

- If a dealer sponsors/supports a local charity in its AOI and the charitable event is held at a venue outside the dealer’s AOI, the dealer may continue to support the charity.
- A dealer may sponsor a venue/event which attracts a large percentage of the dealer’s customer base, i.e., a stadium/arena sponsorship which is held outside the dealer’s AOI when the dealer within the AOI of the venue has declined the sponsorship and approval is received from MBUSA’s Regional Office.
- Customer invitee list must reside within a dealer’s AOI.
- Invite of existing customer(s) outside of AOI is to include only individuals who have a proven financial relationship with the dealer (Roadside Assistance transactions do not apply).
- Co-branded events are acceptable only if establishment/organization is located within the dealer’s AOI and the association is deemed brand commensurate, i.e., does not align with discount retailers.
- When utilizing a co-branding partner’s database for marketing, the dealer may only access those records reflective of mailing zip codes within their AOI.

- J. Purchasing Internet Leads from third-party vendors:** Many of the third-party sites offer not only advertising opportunities but the option of buying leads, which may be a good way to uncover new prospects. A dealer may only purchase leads of consumers residing within their AOI or based on the third-party site specifications, in geographic regions contiguous to their AOI. The exception to this rule is when a consumer residing outside of a dealer's AOI proactively submits a lead. In this instance the lead is designated to the consumer-selected dealer, regardless of the AOI, as it has been generated by a consumer action.
- K. Purchasing of "Zones":** Dealers are permitted to purchase a zone on 3rd party sites (i.e. Autotrader.com, Cars.com, Edmunds.com etc.) if the zone includes at least 1 zip code within the dealer's AOI. This mimics our current spot cable buy rule. PO Box zip codes may not be purchased.
- L. Mass Communications:** Dealer may send a mass communication (i.e. direct mail, e-mail blasts, etc.) to customers* within their DMS database. Vehicle pricing in mass communications must always reflect pricing at MSRP and/or offers stated within the "Monthly Sales Program Guide".

5. Compatibility with Mercedes-Benz Strategies/Goals/Philosophies

A. Media and Creative

1. **Local dealer media buys** are to be comprised of media that reflects the quality and integrity of the Mercedes-Benz brand. Avoid advertising placement in undesirable environments which negatively impact the integrity of the Mercedes-Benz brand.
2. **Dealers are not to partner with independent brokers, leasing companies and/or websites that link, frame, or are otherwise associated with:**
 - a) Sites that utilize marketing terms and images that mislead or deceive a consumer into believing that the consumer is purchasing new Mercedes-Benz vehicles from an authorized MBUSA entity.
 - b) Sites or social media applications that create the appearance/impression that they represent an official web property of MBUSA, Mercedes-Benz, or any other Daimler AG entity.
 - c) Sites that do not conform to required state/local regulations pertaining to proper disclosure of lease or retail terms and conditions.
 - d) Sites that advertise/offer Mercedes-Benz vehicle pricing less than current pricing offered by MBUSA or MBFS Sales Programs.
3. Dealers are not to advertise with retailers known for selling of discounted and/or distressed goods or the selling of counterfeit products. Advertising examples are, but not inclusive of, on-site vehicle displays, store signage, events, mailers, internet ads. Dealers may participate in said retailer internet lead programs.

Lead generation activity is compliant

4. **Tier 3 creative concepts** must evoke the integrity of the Mercedes-Benz brand image. Aside from communications containing specific misleading or discount language as outlined in this document, an overall creative concept must not be disparaging to the brand. MBUSA reserves the right of final ruling regarding such creative concepts.
5. **Images** appearing in Tier 3 communications must support Mercedes-Benz strategies, goals, and philosophies.
6. **Copy** for Tier 3 marketing must be devoid of sexual, political, racial, religious, or any other language likely to be offensive to potential Mercedes-Benz buyers.
7. **Competitive Advertising Claims.** Dealers are discouraged from advertising “call outs” to competitors by name as it diminishes the integrity of the brand. A competitive claim challenged by said competitor is the sole responsibility of the dealer to litigate, indemnifying Mercedes-Benz USA, LLC.

B. Non-compliant creative must be pulled from the marketplace upon receipt of notification of an infraction equating to a strike. Timing requirements to remove creative from the marketplace vary by medium as follows:

- **Spot Television:** Creative change must occur in seven days.
- **Spot Radio:** Creative change must occur in five days.
- **Newspaper:** Creative change must occur in three days.
- **Magazine/Monthly Publication:** Creative change must occur in 30 days.
- **Magazine/Weekly Publication:** Creative change must occur in seven days.
- **Outdoor:** Creative change must occur in 60 days.
- **Website/Online Listings/Online Banners/Paid Search/Social Media Sites:** Creative change must occur in four days.
- **SEO and SEM Corrections:** Corrections must occur immediately.

6. Service Marketing

Language Usage

A. Discounting

1. **At the dealer's discretion, discounting below MSRP is allowed on service and parts.**

B. Distressed Language

1. **Dealers may not utilize any form of distressed advertising**, including any mention of overstocking, closeouts, or other suggestions that the parts and or services cannot be sold. Examples of distressed language include the words "Clearance," "Liquidation," "Blowout," "Overstocked," "Reduction" (i.e., "Inventory Reduction," "Massive Reduction," "Construction Reduction," "Tent Sale," "Garage Sale," "Super Store," or "Super Center"), "Factory Incentives" or any other phrase that tends to create the impression that Mercedes-Benz parts and or services are an "economy" or "discount" brand rather than a premium brand.
2. **The term "reduction" may only be used in conjunction with the reduction of service or parts costs. (e.g., "Service Cost Reduction" or "Parts Cost Reduction").**

Acceptable alternative language examples:

1. % off
 2. Discount
 3. \$ off
 4. Coupon
 5. Voucher
 6. Dealer Cost
 7. Invoice
 8. Cash Back
 9. Dealer Incentives
 10. Cash Incentives
 11. Special Internet Pricing
 12. Low Prices
3. **Dealers may not use any exaggerated form of terms such as "Huge Savings," "Best Savings," "Massive Savings," "Enormous Discounts," "Tremendous Opportunity," etc.**

C. Unsubstantiated Claims

1. **Dealers may not publish or air disparaging communications or non-documentable/untrue claims** that imply that a dealer is in a preferred position as compared with other Mercedes-Benz dealers. Dealers may not use superlatives or make claims about their Mercedes-Benz dealership without first substantiating and documenting those claims with their MBUSA Regional Office. The source for any superlatives or claims that appear in consumer-oriented marketing must be shown in a disclaimer. Superlatives such as "biggest," "best," "largest," "first," "only," "most aggressive," "most professional," "friendliest," "easiest to accommodate," "largest inventory," "fastest growing," and other similar phrases are often impossible to document or require significant disclaimer.

2. Dealers may not reference or use the 2015 Leadership Bonus reporting for marketing or advertising purposes at any point in time.

D. Improper identification of “required” scheduled maintenance content

Required scheduled maintenance content is described in the vehicle maintenance sheets available via STAR TekInfo up to MY14.

1. Required scheduled maintenance content known as “Service A” or “A Service”

for vehicles MY09 up to and including MY14 must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**

“Price advertised for Service A/Service B includes all factory-required components. Please refer to your maintenance booklet for the complete list of factory-required services and details on the specific intervals for your vehicle’s year and model.”

1. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

2. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

3. All fluid level checks and corrections are dependent on factory-recommended service intervals for your vehicle’s year and model.

4. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

5. Brake component inspection – alternative acceptable language

- Brake component check

6. Reset maintenance counter

7. Adhere to all required elements listed by model year and specific model as indicated on the corresponding service sheet for Mercedes-Benz Maintenance Systems in the USA.

2. Required scheduled maintenance content known as “Service B” or “B Service”

for vehicles MY09 and up to including MY14 must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**

“Price advertised for Service A/Service B includes all factory-required components. Please refer to your maintenance booklet for the complete list of factory-required services and details on the specific intervals for your vehicle’s year and model.”

8. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

9. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

10. Cabin dust/combination filter replacement – alternative acceptable language

- Replace air condition cabin filter
- Replace cabin filter
- Replace combination filter
- Replace dust filter

11. Brake fluid exchange

12. All fluid level checks and corrections are dependent on factory-recommended service intervals for your vehicle's year and model.

13. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

14. Brake component inspection – alternative acceptable language

- Brake component check

15. Reset maintenance counter

16. Adhere to all required elements listed by model year and specific model as indicated on the corresponding service sheet for Mercedes-Benz Maintenance Systems in the USA.

3. MY15 and newer for non-PPM advertising for scheduled maintenance content known as “Service A” or “A Service” for MY15 vehicles and newer must be advertised including:*

*** Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:**
“Services and pricing for Service A/Service B may vary due to your driving habits, mileage, and local environmental conditions.
Please refer to your maintenance booklet for additional details and general guidelines for your vehicle's year and model.

17. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

18. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

19. All fluid level checks and corrections are dependent on your vehicle's calculated service intervals.

20. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

21. Brake inspection – alternative acceptable language

- Brake check

22. Reset maintenance counter

23. Adhere to all required elements determined by the vehicle's Maintenance Service System (MSS).

4. MY15 and newer for non-PPM advertising for scheduled maintenance content known as "Service B" or "B Service" for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
Services and pricing for Service A/Service B may vary due to your driving habits, mileage, and local environmental conditions.
Please refer to your maintenance booklet for additional details and general guidelines for your vehicle's year and model.*

24. Synthetic motor oil replacement – alternative acceptable language

- Mercedes-Benz Synthetic Motor Oil Replacement
- Mobil1 Synthetic Motor Oil Replacement
- Synthetic Motor Oil Replacement

25. Oil filter replacement – alternative acceptable language

- Oil Filter Replacement or Replace Oil Filter
- Genuine Mercedes-Benz Fleece Oil Filter replacement or Replace Genuine Mercedes-Benz Oil Filter
- Fleece Oil Filter Replacement or Replace Fleece Oil Filter

26. All fluid level checks and corrections are dependent on your vehicle's calculated service intervals.

27. Tire inflation check and correction – alternative acceptable language

- Set tire pressures including spare reset tire pressure monitoring system (if applicable)

28. Brake inspection – alternative acceptable language

- Brake check

29. Reset maintenance counter

30. Adhere to all required elements determined by the vehicle's Maintenance Service System (MSS).

5. MY15 and newer for PPM advertising for scheduled maintenance content known as “Service A” or “A Service” for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
 “Service A/Service B is pre-determined and outlined in your pre-paid maintenance contract. Additional maintenance may be required according to your driving habits, mileage and local environmental conditions. Please refer to your pre-paid maintenance contract for additional information and outlined service details for your vehicle’s year and model.”

Chart is for dealer reference only and is not to be included in advertising or disclaimer

Required A-Services Coverage MY15 and Newer

All Models ¹	10k	30k	50k	70k	90k	110k
Synthetic motor oil and filter replacement	■	■	■	■	■	■
Fluid levels check and correction ²	■	■	■	■	■	■
Multipoint inspection	■	■	■	■	■	■
Wiper blade sets	■	■	■	■	■	■
Spark plugs replacement			■			
Engine air filter replacement			■			
Fuel filter replacement (Diesel models)			■			
Specific AMG Model Services ¹						
Rear axle oil change		■			■	
Engine air filter replacement		■			■	
Transmission oil and filter replacement		■			■	
V12 AMG coolant service		■			■	
Specific CLA & GLA AMG Model Services						
Rear axle oil change	■	■	■	■	■	■
Engine air filter replacement	■	■	■	■	■	■
Transmission oil and filter replacement		■			■	
Mercedes-Benz Electric Models						
Fluid levels check and correction	■	■	■	■	■	■
Multipoint inspection	■	■	■	■	■	■
Wiper blade sets	■	■	■	■	■	■

¹ All G models not applicable to above charts. Please see the maintenance booklet for service coverage.
² Includes coolant, brake, power steering, windshield washer fluids and AdBlue (Diesel models).

6. MY15 and newer for PPM advertising for scheduled maintenance content known as “Service B” or “B Service” for MY15 vehicles and newer must be advertised including:*

* Any mention of Service A / Service B must reference the model year and use the following disclaimer in your advertisement:
 Service A/Service B is pre-determined and outlined in your pre-paid maintenance contract. Additional maintenance may be required according to your driving habits, mileage and local environmental conditions. Please refer to your pre-paid maintenance contract for additional information and outlined service details for your vehicle’s year and model.*

Chart is for dealer reference only and is not to be included in advertising or disclaimer

Required B-Services Coverage MY15 and Newer					
	20k	40k	60k	80k	100k
All Models ¹					
Synthetic motor oil and filter replacement	■	■	■	■	■
Cabin dust/combination filter replacement	■	■	■	■	■
Brake fluid change	■	■	■	■	■
Fluid levels check and correction ²	■	■	■	■	■
Multipoint inspection	■	■	■	■	■
Wiper blade sets	■	■	■	■	■
Spark plugs replacement					■
Engine air filter replacement					■
Transmission oil and filter replacement			■		
Fuel filter replacement (Diesel models)					■
Specific AMG Model Services ¹					
Rear axle oil change			■		
Engine air filter replacement			■		
Transmission oil and filter replacement			■		
V12 AMG coolant service			■		
Specific CLA & GLA AMG Model Services					
Engine air filter replacement	■	■	■	■	■
Transmission oil and filter replacement			■		
Mercedes-Benz Electric Models					
Combination filter replacement	■	■	■	■	■
Brake fluid change	■	■	■	■	■
Fluid levels check and correction	■	■	■	■	■
Multipoint inspection	■	■	■	■	■
Wiper blade sets	■	■	■	■	■

¹ All G models not applicable to above charts. Please see the maintenance booklet for service coverage.
² Includes coolant, brake, power steering, windshield washer fluids and AdBlue (Diesel models).

7. Premier Express Advertising - Dealers may not diminish the level of service when advertising Premier Express and must include the following disclaimer*

* With Premier Express, you can receive routine vehicle service maintenance in about an hour or less with no appointment required. Actual servicing duration may vary based on external circumstances.

8. When advertising the sale of an oil change the following must be adhered to:

31. For MY09 up to and including MY14 vehicles, dealers may not call it “just an oil change” or “oil and filter special” as this omits the necessary and required components required by the factory to be considered sufficient and proper maintenance of the vehicle within Service A and Service B specifications to reset the service indicator light and diminishes the service level performed.
32. For MY15 and newer vehicles, dealers may advertise an oil and filter special but must include the following disclaimer: “Oil and filter change is the base advertised service component. Additional services as determined by your vehicle’s ASSYST Plus system, which calculates service needs based on your driving habits, time, mileage and environmental conditions, may increase service cost.”
33. Guidelines do not apply to vehicles MY08 and older where advertising an oil change is permitted. Non-compliant Service Marketing ads must be corrected within 24 hours to assure compliance.

9. Required scheduled maintenance content for diesel vehicles

MY09 and newer must be advertised including:

34. AdBlue® replenishment at all intervals
35. Fuel filter replacement as indicated in vehicle’s maintenance manual
36. Adhere to all required elements specified in the corresponding Service Sheet

10. Any unique maintenance content for AMG and V12 vehicles is specified in the corresponding Service Sheets and must be advertised accordingly
11. **All customer-facing communication and documentation regarding services must list all factory-required services for Service A and Service B as well as identify any additional dealer-recommended services as above and beyond the stated requirements including but not limited to maintenance reminders, online scheduling, vehicle repair orders, etc.**
12. **Dealers may not remove from the “required” scheduled maintenance content** and market the diminished service as sufficient for proper maintenance of the vehicle.
13. **Dealers may not add to the “required” scheduled maintenance content** and market the additional services as required for proper maintenance of the vehicle.
14. **Service content that does not have a technical benefit supported by Mercedes-Benz USA may not be marketed as required maintenance and must be clearly identified as “dealer-recommended” services including** all fuel system cleaners, nitrogen tire services, etc.

E. TouchPoint Advanced Marketing Platform

1. **All TouchPoint Advanced Marketing Platform marketing pieces are pre-approved as brand compliant and no pre-approval is required.**
These pieces will not be monitored by Mercedes-Benz Communication Consultation Services (MBCCS).

F. Certified Programs

1. **Dealers may only advertise or reference their participation in certain specific programs for which they are currently participating and certified.** Such programs include, but are not limited to, Premier Express, My Choice, PartsPro and Certified Collision Centers. Any advertisements or references by dealers regarding their participation in any such programs in violation of this provision will be considered a “strike” against the dealer, as referenced further herein.

MBUSA New Vehicle Tier 3 Bonus Program

Category I Strike Policy Overview:

(Refer to RDA Program document, Rev. 7, February 2014 for full program details)

- Category I, 1st Strike: No monetary assessment; dealer will receive a Warning Letter, dealer placed on six-month probation. Probation period commences based on the date of when the infraction occurred.
- Category I, 2nd Strike: 50% assessment, at \$445 per wholesale, via the “Miscellaneous Billing System” of the *MBUSA New Vehicle Tier 3 Bonus Program* monies paid in the month in which the violation occurred; via the “Miscellaneous Billing System”; rolling probation resets to six months based on the date of when the infraction occurred.
- Category I, 3rd & 4th Strikes: 100% assessment at \$445 per wholesale of the *MBUSA New Vehicle Tier 3 Bonus Program* monies paid in the month in which the infraction occurred via the “Miscellaneous Billing System;” rolling probation resets to six months based on the date of when the infraction occurred.
- Category I, 5th Strike: 100% assessment at \$445 per wholesale via the “Miscellaneous Billing System” of the *MBUSA New Vehicle Tier 3 Bonus Program* monies paid in the month in which the violation occurred; dealer is suspended from the program for six months based on the date of when the strike occurred. Dealers suspended from the program are not eligible to receive the *Tier 3 Bonus Program* payout for the length of the suspension period.

Strikes #2 - 5 will be assessed based on the month in which the infraction occurred. Dealers are cleared of Category I strikes if they have placed Tier 3, Category I brand compliant communications in the marketplace for six consecutive months from the date of which they incurred their last strike, i.e., a strike occurring more than six months from the date of the last Category I infraction date will be reset as Category I, Strike #1.

Upon *Tier 3 Bonus Program* suspension, the dealer will not receive the *Tier 3 Bonus Program* payout of \$445* per wholesale. The suspended dealer’s Tier 3 communications will continue to be monitored. Continued infractions will result in a reset of the six-month suspension period based on the latest month in which the most recent infraction occurred.

Note: A communication containing multiple infractions will be counted as one strike. A communication containing both a Category I and Category II infraction will default to a strike pertaining to the most egregious infraction, i.e., Category I infraction supercedes a Category II infraction.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle and service Tier 3 marketing questions not specifically addressed in the “Mercedes-Benz Brand Communication Standards” must be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 4 PM regardless of time zone at **1-800-790-0917, or via e-mail info@mercedes.adcompliance.com**.

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer’s Tier 3 website requires a seven-day turnaround. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation’s monthly offers which are valid only for the month indicated in the “Monthly Sales Guide.”

MBCCS is not responsible for the following services:

1. VIN and Stock #s: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to MBUSA’s *Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS’s monitoring process only.
2. Superlative claims: Dealer is responsible to assure that claims can be documented.
3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

SECTION II

This section documents Category II Infractions of the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*:

Inclusive of, but not limited to paid, non-paid, and added value marketing for new vehicle and service marketing via: traditional and digital advertising, dealer websites, online vehicle listings, paid search, search engine optimization, social media sites, direct mail, e-mail marketing, local events, etc.

To comply with the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*, the following must be adhered to. Please refer to the *Mercedes-Benz Regional Dealer Advertising Program* document dated, February 2014, Rev. 7 for full *Mercedes-Benz New Vehicle Tier 3 Bonus Program* details.

7. Separation of Brands/Co-Marketing Partners/Pre-Owned

A. To achieve exclusivity when marketing a Mercedes-Benz vehicle or stated offer or price in which the trademark appears along with other brands, there must be clear separation of brands.

- The Mercedes-Benz trademark can appear in conjunction with other makes as long as all trademarks are separated. The portion of the communication dedicated to Mercedes-Benz must have its own key elements (i.e., banner, headline, copy, disclaimer, and dealer tag).
- Mercedes-Benz dealers who have smart, and/or Sprinter franchises are permitted to include these trademarks to market their individual dealership; however, these same brand separation guidelines apply when featuring vehicle imagery and/or price.
- New vehicle listings must be Mercedes-Benz exclusive on the dealer's Mercedes-Benz exclusive website. Pre-owned inventory listings on the dealer's website can include other makes.
- For auto mall or group branding, the communication may contain all trademarks represented by same. Such branding which contains the Mercedes-Benz trademark/trade name must conform to the trademark/trade name rules set forth in this document. For auto mall or group digital marketing, a live link must be provided to the dealer's Mercedes-Benz exclusive website. (Auto mall or group marketing does not qualify as a valid expense in the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*.)

B. Communications that feature a Mercedes-Benz vehicle and/or price are to be clearly separated from other brands. Inventory search functionality for Mercedes-Benz new vehicle searches via the dealer's Mercedes-Benz exclusive website must default to Mercedes-Benz as the first vehicle(s) listed. On an auto group website, the inventory search functionality does not have to default to Mercedes-Benz on the main auto group landing page; however, once the user clicks on the Mercedes-Benz logo to view Mercedes-Benz specific materials, all new vehicle content must be Mercedes-Benz specific.

C. New and pre-owned vehicles are to be clearly separated. Pre-owned must have a unique section within creative via identification of all the vehicles in the section as pre-owned.

D. Dealer URLs that mention non Mercedes-Benz makes/brands are not permitted; i.e., "www.smithmbbmw.com" or "www.smithjeepMercedes-Benz.com." Conversely URLs inclusive of the Mercedes-Benz trade name or form of the Mercedes-Benz trade name must provide Mercedes-Benz exclusive content.

Mercedes-Benz Trademark and Trade Name

The three-pointed star is a registered trademark, and “Mercedes” and “Mercedes-Benz” are trade names and trademarks of Daimler AG. Together, they form one of the most widely recognized and respected trademarks in the world. When Mercedes-Benz trademarks and trade names maintain a unified image, the message is reinforced. Great care is to be given to their treatment in all communications.

The Mercedes-Benz visual identity expresses the guiding principle for proper placement of the registered trademark and trade name. Used according to the following guidelines, the trademark will reinforce the Mercedes-Benz message of quality, performance, safety, and heritage.

8. Mercedes-Benz Star

A. Size Versions: The star is available in different size versions. The versions differ with regard to their levels of detail, in order to ensure optimum reproducibility according to size.



L version for print representation versions: > 40 mm to unlimited
L version for web representation versions: > 80 px to unlimited



M version for print representation versions: 15 mm to ≤ 40 mm
M version for web representation versions: 45 px to ≤ 80 px



S version for print representation versions: 10 mm to ≤ 15 mm
S version for web representation versions: 30 px to < 45 px

Relevant logo files (part of MB-star ZIP package in BDS)

Large	Medium	Small
MB-star_L_4C.pdf	* MB-star_M_n_4C.pdf	MB-star_S_n_4C.pdf
MB-star_L_1C.pdf	MB-star_M_n_1C.pdf	MB-star_S_n_1C.pdf
	MB-star_M_p_4C.pdf	MB-star_S_p_4C.pdf
	MB-star_M_p_1C.pdf	MB-star_S_p_1C.pdf

*Most frequently used logo file

B. Impact Area: An impact area is defined around the star. No other elements are to be positioned in this area.

In case of restricted space or limitations resulting from specified layouts and grids, the star may be used with a minimal impact area in exceptional circumstances.

Unless otherwise defined, the star is positioned at the edge of the format with the aid of the impact area.

The impact area (optimum) also serves as the basis for determining the format-specific star sizes. Depending on the format there is space for between 1 to 5 adjacent impact areas, thus defining the appropriate star size for the format concerned.



Optimum impact area
 Left and right: 3/4 star diameter
 Top and bottom: 1/2 star diameter

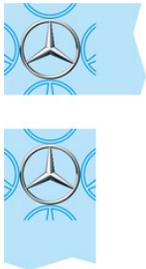


Reduced impact area (dealer ads)
 Left and right: 3/4 star diameter
 Top and bottom: 1/3 star diameter

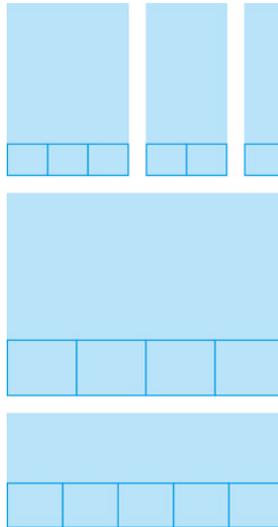


Optimum impact area
 Left and right: 1/4 star diameter
 Top and bottom: 1/4 star diameter

Limited area

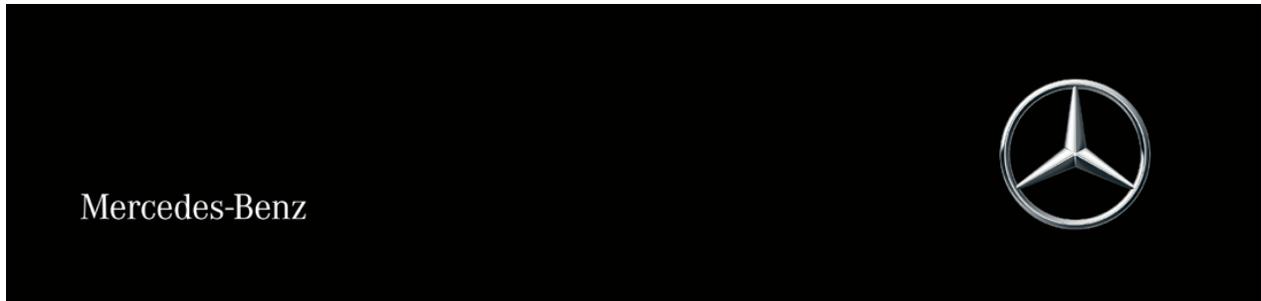


Relationship between format width and impact area

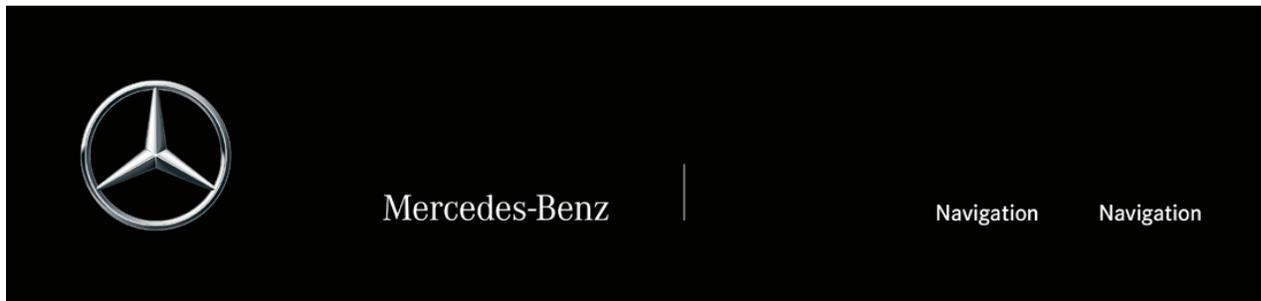


Impact area (optimal) as basis for star sizing

C. Separation of star and word mark.



Print media: The star is positioned at bottom right, word mark/claim are left-aligned with the left-hand margin, with flexible spacing from the star.



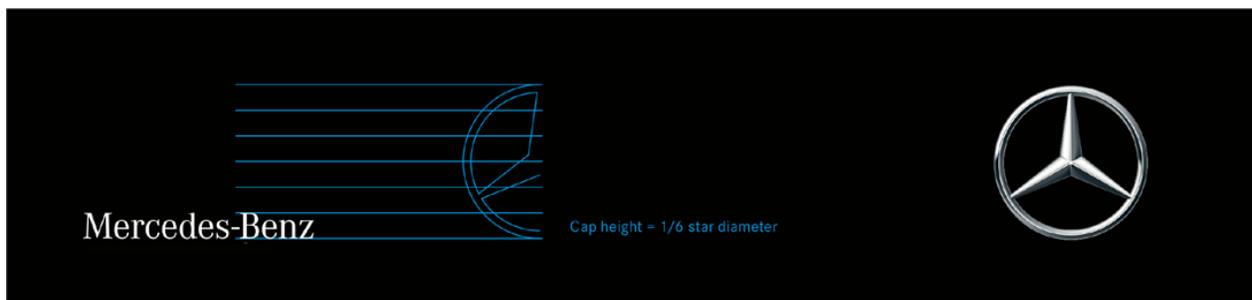
Digital media: The star is positioned at top left, word mark/claim are right-aligned at a fixed distance from the star.

- D. **The 4-color star should be used whenever possible, with the one color star reserved for printing with limited color or when restricted to small sizes where 4-color printing may not hold up.** Whenever applicable, the star should always be used on a black background. On rare occasions when not on a black background, the background behind the logo should not be busy or contain elements that distract from the star being a prominent focal point.
- E. **“The best or nothing” global tagline is for exclusive use by Mercedes-Benz USA.** Tier 3 communications are never to use the phrase “The best or nothing” in conjunction with the trademark, trade name, dealership DBA, or in conjunction with headlines, body copy, or in reference to Mercedes-Benz vehicles or dealership services. Exception to this guideline is the use of creative on mercedesmarketing.com for Tier 3 marketing which may contain this tagline.

9. Mercedes-Benz Word Mark

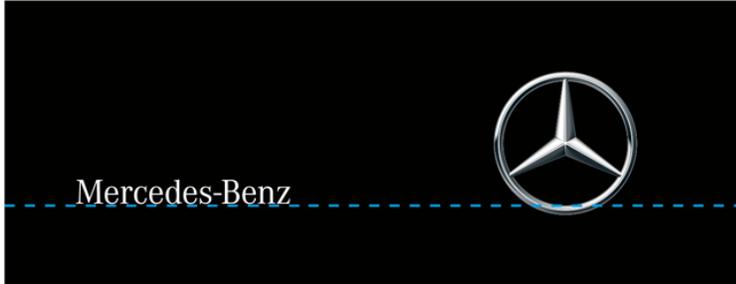
A. Size Ratios: The ratio of word mark to star is fixed at 1 to 6.

Note: In case of small star sizes, the ratio of word mark to star is larger, in the interests of legibility (particularly in the area of digital media). Additional ratios have been defined for this purpose.

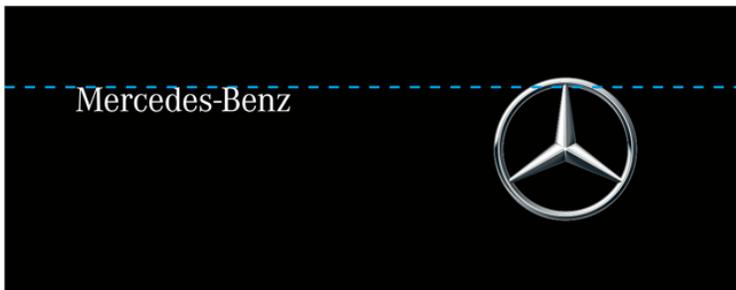


Size ratio, word mark to star (1/6)

B. Linking Principles: distance, positioning and spacing between word mark and star. The alignment of the word mark/claim is dependent on the position of the star, but is always oriented horizontally to the inner ring of the star.



Print and online banners: Star bottom right = bottom alignment of word mark



3D media: Star top right = top alignment of word mark



Digital media: Star top left = bottom alignment of word mark (word mark/claim right-aligned)



Print: Star centred at bottom = word mark left-aligned with text

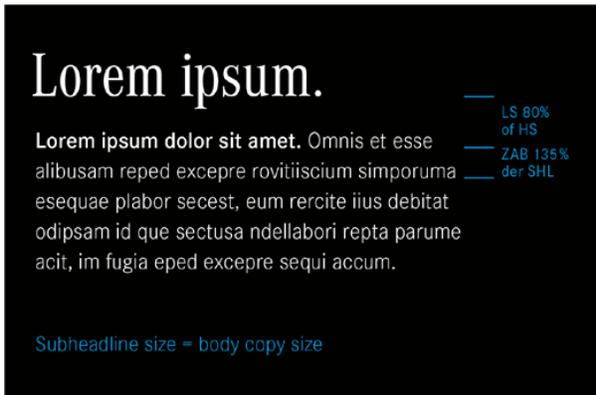
C. Table of Sizes: Star Diameter and Word Mark/Claim

Medium	Star			Word Mark				
	Format	Star Diameter	Version Star	Scaling Factor (database, logo size)	Width	Ratio Width to Star Diameter	Height Ratio Word Mark to Star	Version, alignment
Ads	2/1 ad	33.6 mm	M	33.6 %	50.4 mm	150 %	1:6	ML, left-aligned
	1/1 ad	28 mm	M	28 %	42 mm	150 %	1:6	ML, left-aligned
Dealer ads	135 x 200 mm	18 mm	M	18 % 2	7 mm	150 %	1:6	S, left-aligned
	180 x 240 mm	24 mm	M	24 %	36 mm	150 %	1:6	ML, left-aligned
	90 x 250 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	240 x 180 mm	24 mm	M	24 %	36 mm	150 %	1:6	ML, left-aligned
	180 x 135 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	180 x 90 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
	45 x 250 mm	18 mm	M	18 %	27 mm	150 %	1:6	S, left-aligned
Flyers	DIN long	21 mm	M	21 %	31.5 mm	150 %	1:6	ML, left-aligned
Posters	Din A1, portrait	79.2 mm	L	79.2 %	118.8 mm	150 %	1:6	ML, left-aligned
	Din A1, landscape	84.1 mm	L	84.1 %	126.15 mm	150 %	1:6	ML, left-aligned
Catalogue	285 x 193 mm	25.7 mm	M	12.85 %	38.55 mm	150 %	1:6	MB-word-mark
Roll-ups	850 x 2100 mm	170 mm	L	170 %	225 mm	150 %	1:6	ML, left-aligned
Presentation walls	4000 x 2000 mm	320 mm	L	320 %	480 mm	150 %	1:6	ML, left-aligned
Online Banners	336 x 600 px	Final definition pending						
	400 x 400 px	Final definition pending						
	160 x 600 px	Final definition pending						
	728 x 180 px	Final definition pending						
	728 x 90 px	Final definition pending						
	300 x 250 px	Final definition pending						
	All formats	Final definition pending						

10. Typography: Subheadline Principle

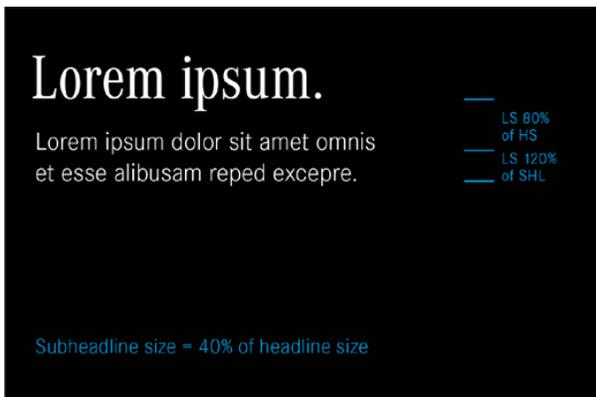
A. The integrated subheadline (principle 1) is the standard solution for ads and online banners, for example.

The subheadline size corresponds to the body copy size, which is defined for each format. The body copy sizes remain constant and are specified in the existing BDS guidelines.



Principle 1: Subheadline is integrated in body copy and highlighted

B. The dynamic subheadline (principle 2) is the standard solution for posters, for example. The subheadline size here corresponds to 40% of the given headline size.



Principle 2: Subheadline grows proportionally with the headline



Example with larger headline

LS = line spacing HS = headline size SHL = subheadline size

C. Table of Sizes: Type Sizes and Line Spacings

Application	Text Element	Font: Corporate	Size	LS
Product & Image Ads				
2/1 ad	Headline*	A Condensed	35.75 pt	35.75 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	28.6pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	28.6 pt/14.175 pt
	Supplier line	S Light	8 pt	10.8 pt
1/1 ad	Headline*	A Condensed	29.75 pt	29.75 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	23.8 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	23.8 pt/14.175 pt
	Supplier line	S Light	8 pt	10.8 pt
Dealer Ads				
90 x 250, 240 x 180, 135 x 200, 180 x 240	Headline*	A Condensed	25.5 pt	25.5 pt
	Subheadline line 1/line 2	S Demi	10.5 pt	20.4 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	20.4 pt/14.175 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
180 x 135, 180 x 90	Headline*	A Condensed	19 pt	19 pt
	Subheadline line 1/line 2	S Demi	7.5 pt	15.2 pt/10.125 pt
	Copy line 1/line 2**	S Regular	7.5 pt	15.2 pt/10.125 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
45 x 250	Headline*	A Condensed	19 pt	19 pt
	Subheadline	S Demi	10.5 pt	18 pt/14.175 pt
	Copy line 1/line 2**	S Light	10.5 pt	18 pt/14.175 pt
	Supplier line	S Regular	7.5 pt	10.125 pt
	Legal details	S Regular	7 pt	9.45 pt
Literature				
DIN long flyer front cover***	Headline*	A Condensed	22.25 pt	22.25 pt
	Subheadline line 1/line 2	S Light	11.125 pt	17.8 pt/13.35 pt
Catalogue front cover*** 285 x 193	Model, one line	A Condensed	48 pt	-
	Body type, one line	S Light	14.5 pt	-
Posters				
DIN A1, portrait	Headline*	A Condensed	84.25 pt	84.25 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
	Fuel specification	S Light	29 pt	34.8 pt
DIN A1, landscape	Headline*	A Condensed	89.25 pt	89.25 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
	Fuel specification	S Light	29 pt	34.8 pt

*Minimum headline size **Also applies to fuel specifications ***Front cover only, inside pages unchanged
 LS = line spacing HS = headline size SHL = subheadline size

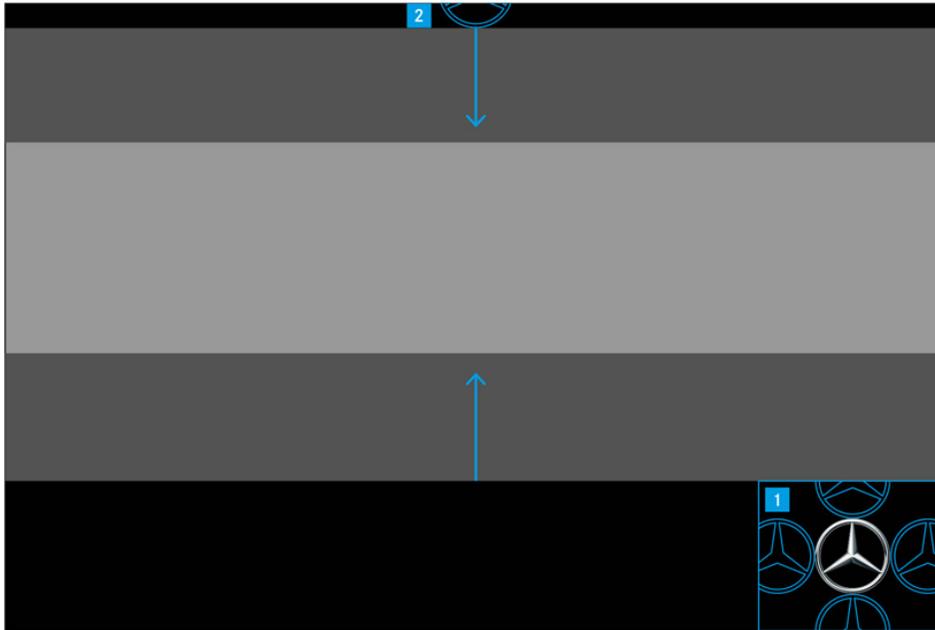
Application	Text Element	Font: Corporate	Size	LS
Shows & Exhibitions				
Roll-ups	Headline*	A Condensed	181 pt	181 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
Presentation walls, horizontal	Headline*	A Condensed	453.5 pt	453.5 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
Presentation walls, vertical	Headline*	A Condensed	340 pt	340 pt
	Subheadline line 1	S Light	40 % of HS	80 % of HS
	Subheadline line 2	S Light	40 % of HS	120 % of SHL
Online Banners				
336 x 600 px	Final definition pending			
400 x 400 px	Final definition pending			
160 x 600 px	Final definition pending			
728 x 180 px	Final definition pending			
728 x 90 px	Final definition pending			
300 x 250 px	Final definition pending			
All formats	Final definition pending			

*Minimum headline size **Also applies to fuel specifications ***Front cover only, inside pages unchanged
 LS = line spacing HS = headline size SHL = subheadline size

*Most frequently used logo file

11. Layout Principle “Panorama”

A. In addition to print and brochure applications, the panorama principle is also likely to be applied for TV spots and online banners. In the interests of media-specific consistency, not all layout options are available in every instrument.



Principle of flexible image size

Premises “to achieve panorama”:

- 1 Star size and impact area are specified according to format and define the minimum backdrop area below.
- 2 The minimum backdrop area above is defined by a minimum distance from the image to the edge (1/3 star).



Maximum image component on black



Principle of flexible image size



Multipicture as an option



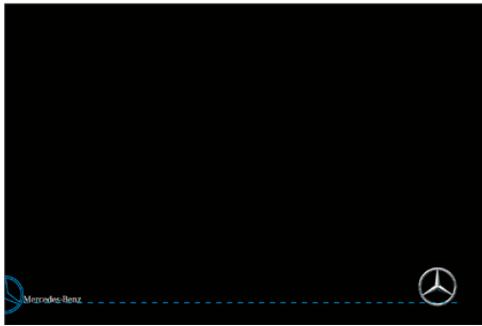
Vertical arrangement as a variant

B. 4 Steps to an Advertisement



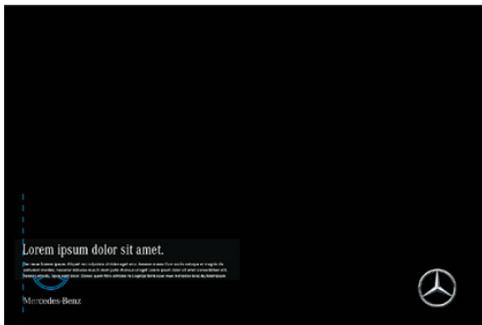
Step 1 – Star

The star is positioned according to the impact area at the bottom right edge of the format (see table on p.43 for further specifications).



Step 2 – Word mark/claim

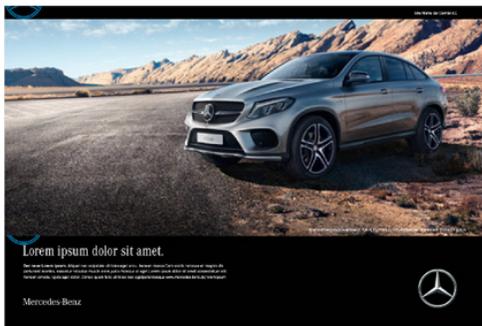
Horizontal alignment with star (baseline of claim at inner ring of star). Vertical alignment with left edge of format, at distance of 1/2 star diameter (see table on p.43 for further specifications).



Step 3 – Text

The text block is positioned above the word mark at a spacing of 1/3 star diameter (see table on p.45 for type definitions).

1/3 x



Step 4 – Image

The image is positioned above the text block at a spacing of 1/4 star diameter. The distance from the top edge of the format is 1/3 star diameter (fixed).

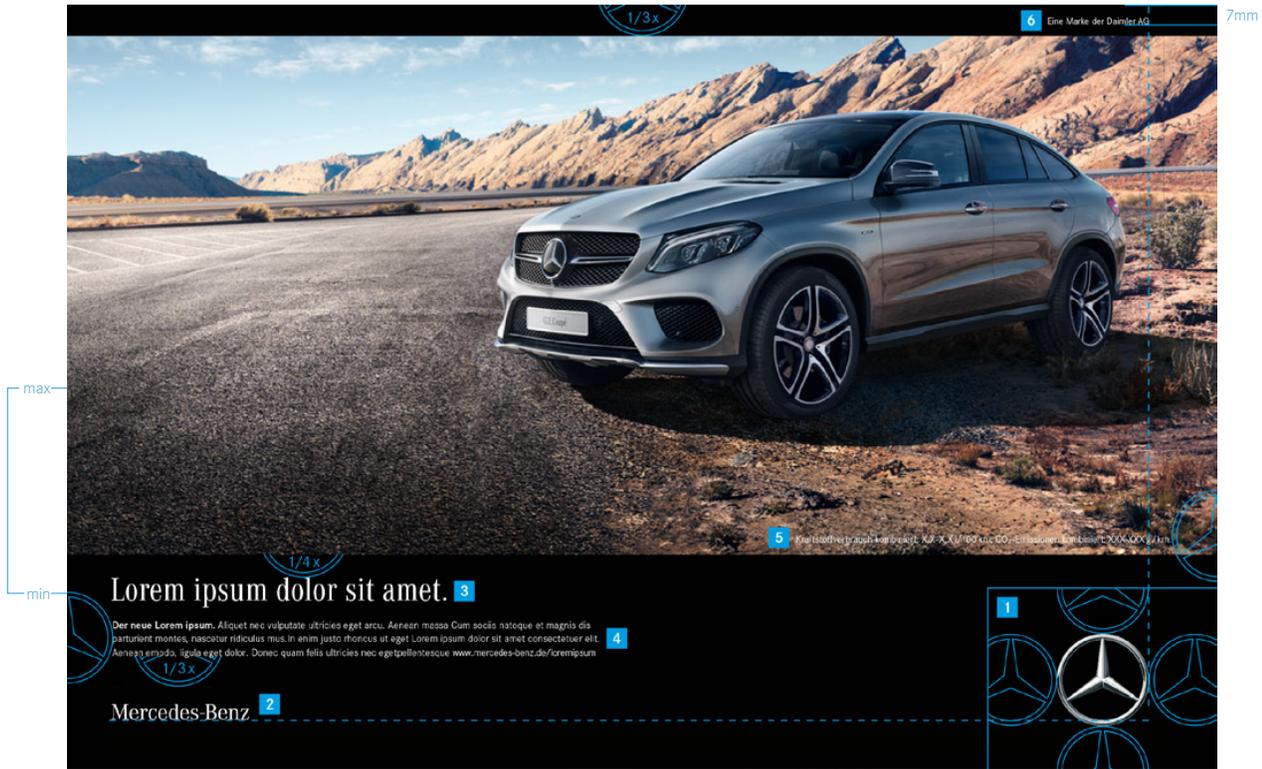
1/3 x

1/4 x

x = star diameter

12. Layout Applications

A. 2/1 Ads – Horizontal Layout



Flexible height of bottom bar according to amount of text
(minimum = impact area, maximum = half format height)



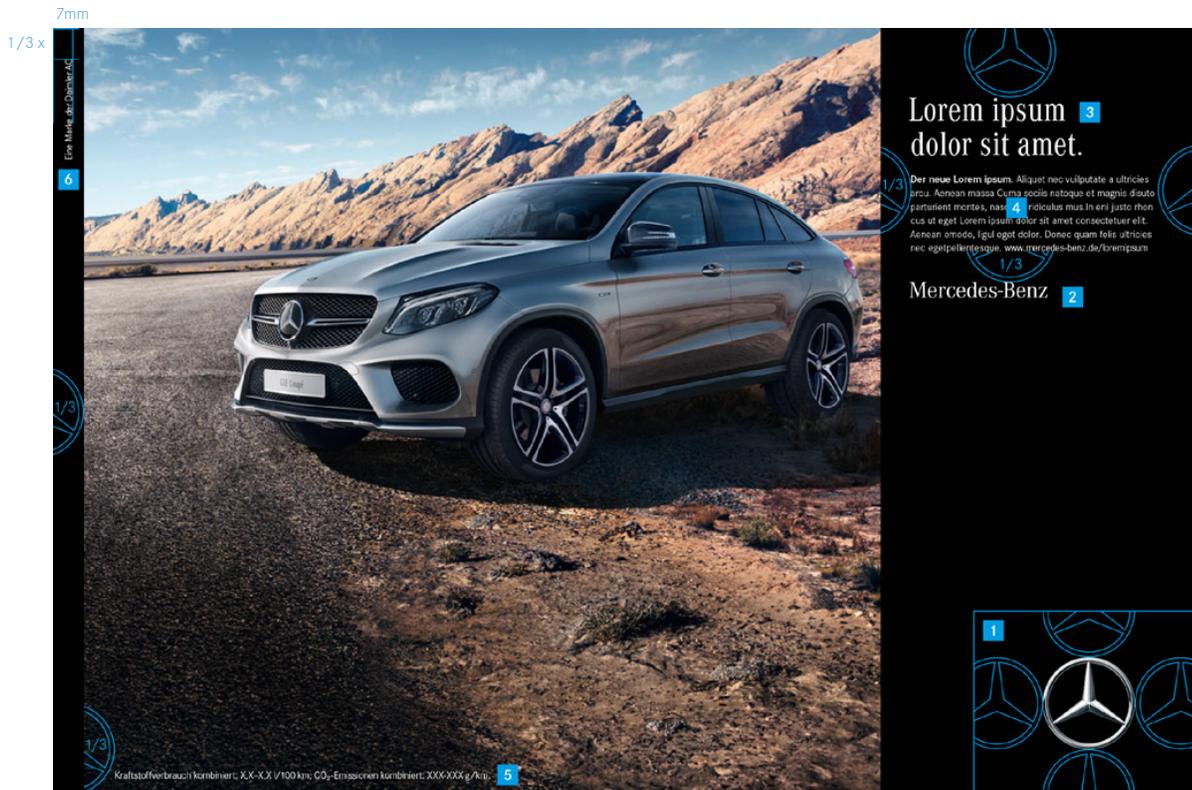
The supplier line corresponds to the previous BDS guidelines in terms of size and distance from bottom edge of format.

2/1 ads – horizontal layout

- 1 Star: 33.6 mm diameter
- 2 Word mark/claim: 33.6% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 35.75 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy:
LS 28.6 pt (80% of headline size)
- 5 Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 1 blank line
- 6 Endorsement, type size: 10 pt
Type: Corporate S Light

x = star diameter CH = cap height LS = line spacing

B. 2/1 Ads – Vertical Layout (additional option for special motifs)



The supplier line corresponds to the previous BDS guidelines in terms of size and distance from bottom edge of format.

2/1 ads – vertical layout

- 1** Star: 33.6 mm diameter
- 2** Word mark/claim: 33.6% of database logo size (ML version) Alignment: inner ring of star
- 3** Type size: 35.75 pt (CH 1/4 x)
LS: 35.75 pt
Type: Corporate A Condensed
- 4** Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy:
LS 28.6 pt (80% of headline size)
- 5** Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 6 mm
- 6** Endorsement, type size: 10 pt
Type: Corporate S Light

x = star diameter CH = cap height LS = line spacing

C. 1/1 Ads



6mm



6mm

The supplier line corresponds to the previous BDS guidelines in terms of size and distance from bottom edge of format.

1/1 ads

- 1 Star: 28 mm diameter
- 2 Word mark/claim: 28% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 29.75 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy: LS 23.8 pt
(80% of headline size)
- 5 Type size: 10.5 pt (LS 12.6 pt)
Distance from bottom edge of image: 1 blank line
- 6 Endorsement, type size: 8 pt
Type: Corporate S Light

x = star diameter CH = cap height LS = line spacing

D. Dealer Ads – Portrait



135 x 200



Type variants



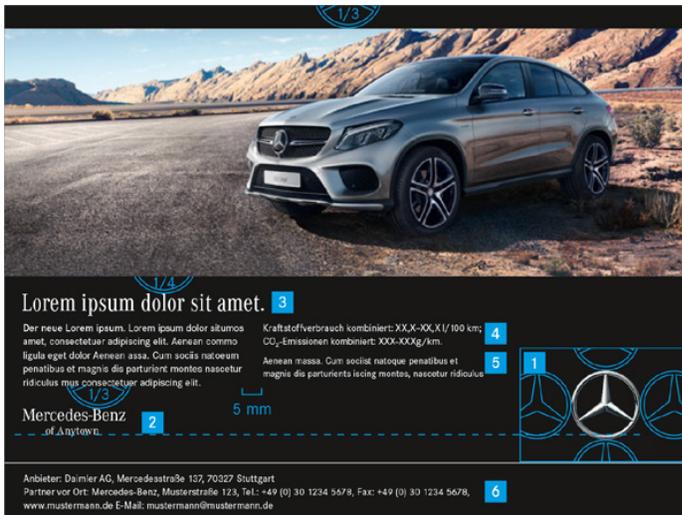
180 x 240

Example, 135 x 200 mm

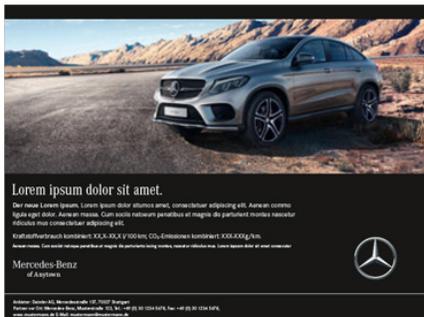
- 1 Star: 18 mm diameter
Note: reduced impact area for dealer ads 1/3 x above and below
- 2 Word mark/claim: 18% of database logo size (S version)
Alignment: inner ring of star
- 3 Type size: 25.5 pt (CH 1/3 x)
Type: Corporate A Condensed
- 4 Type size: 10.5 pt (LS 14.175 pt)
Type: Corporate S Light (body copy), Corporate S Demi (subheadline)
Spacing headline/body copy: LS 20.4 pt (80% of headline size)
- 5 Type size: 7 pt (LS 9.45 pt)
Type: Corporate S Regular
- 6 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular
Line weight: 0.9 pt
Height of dealer field: dependent on amount of text, max. 1/4 of format height

x = star diameter CH = cap height LS = line spacing

E. Dealer Ads – Landscape



180 x 135



240 x 180



180 x 90

Example, 180 x 135 mm

- 1 Star: 18 mm diameter
Note: reduced impact area for dealer ads 1/3 x above and below
- 2 Word mark/claim: 18% of database logo size (S version)
Alignment: inner ring of star
- 3 Type size: 19 pt (CH 1/4 x)
Type: Corporate A Condensed
- 4 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular (body copy),
Corporate S Demi (subheadline)
Spacing headline/body copy: LS 15.2 pt
(80% of headline size)
- 5 Type size: 7 pt (LS 9.45 pt)
Type: Corporate S Regular
- 6 Type size: 7.5 pt (LS 10.125 pt)
Type: Corporate S Regular
Line weight: 0.9 pt
Height of dealer field: dependent on amount of text,
max. 1/4 of format height

x = star diameter CH = cap height LS = line spacing

F. Posters – Landscape



DIN A1
Loudness “piano”



Loudness “mezzoforte”



Loudness “forte”



Vertical layout

DIN A1 – landscape, “piano”

- 1 Star: 84.1 mm diameter
Size: L version
- 2 Word mark/claim: 84.1% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 89.25 pt (CH 1/4 x)
Type: Corporate A Condensed
- To draw more attention or to change the tonality, the headline also can be made bigger (different loudnesses).
- 4 Type size: 35.7 pt (LS 120%)
Type: Corporate S Light
Spacing headline/subheadline:
LS 71.4 pt (80% of headline size)
- 5 Type size: 29 pt (LS 34.8 pt)
Distance from bottom edge of image: 1 blank line
- 6 Spacing subheadline/word mark:
LS 135% of headline size
- 7 Endorsement, type size: 14 pt
Type: Corporate S Light

x = star diameter CH = cap height LS = line spacing

G. Posters – Portrait



DIN A1
Loudness "piano"



Loudness "mezzoforte"



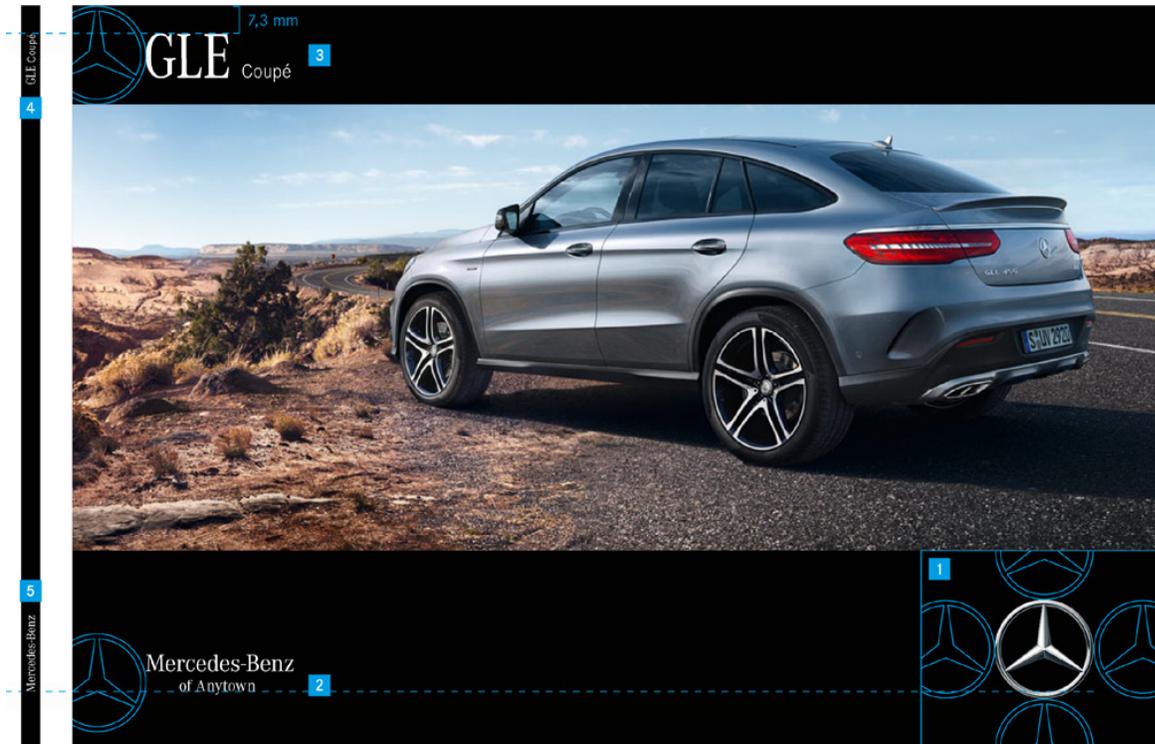
Loudness "forte"

DIN A1 – portrait, "piano"

- 1 Star: 79.2 mm diameter
Size: L version
 - 2 Word mark/claim: 79.2% of database logo size (ML version)
Alignment: inner ring of star
 - 3 Type size: 84.25 pt (CH 1/4 x)
Type: Corporate A Condensed
- To draw more attention or to change the tonality, the headline also can be made bigger (different loudnesses).
- 4 Type size: 33.7 pt (LS 120%)
Type: Corporate S Light
Spacing headline/subheadline:
LS 67.4 pt (80% of headline size)
 - 5 Type size: 29 pt (LS 34,8 pt)
Distance from bottom edge of image: 1 blank line
 - 6 Spacing subheadline/word mark:
LS 135% of headline size
 - 7 Endorsement, type size: 14 pt
Type: Corporate S Light

x = star diameter CH = cap height LS = line spacing

H. Catalogue



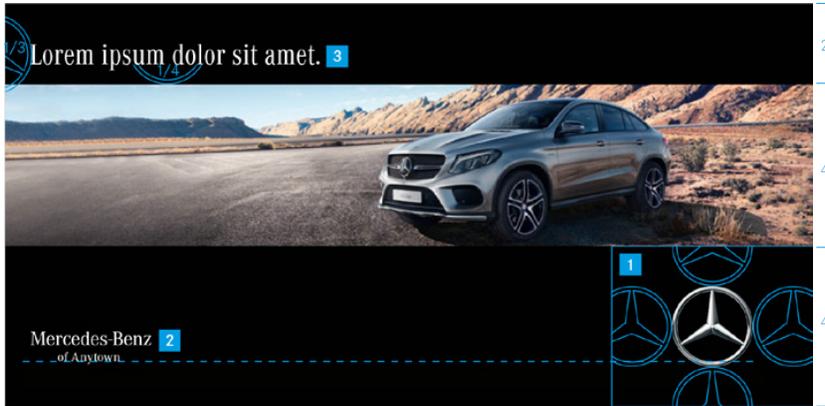
Special arrangement for the catalogue: Word mark without claim

Catalogue, 285 x 193 mm

- 1 Star: 25.7 mm diameter
- 2 Word mark: 12.85% (25.7:2 = 12.85) of database logo size
Alignment: inner ring of star
- 3 Type size: 48 pt (model)
Type: Corporate A Condensed
Type size: 14.5 pt (body variant)
Type: Corporate S Light
- 4 Word mark on spine: 6.7% of database logo size
Alignment: Word mark on front cover
- 5 Type size: 10 pt (model)
Type: Corporate A Condensed
Type size: 8 pt (body variant)
Type: Corporate S Light
Alignment: designation on front cover

LS = line spacing HS = headline size SHL = subheadline size

I. DL Flyers – Portrait and Landscape



Layout split 2:4:4



Vertical layout is also possible for DL flyers in landscape format.



Maximum image component (landscape)



Layout split 2:3:5



2:4:4



1:3:2



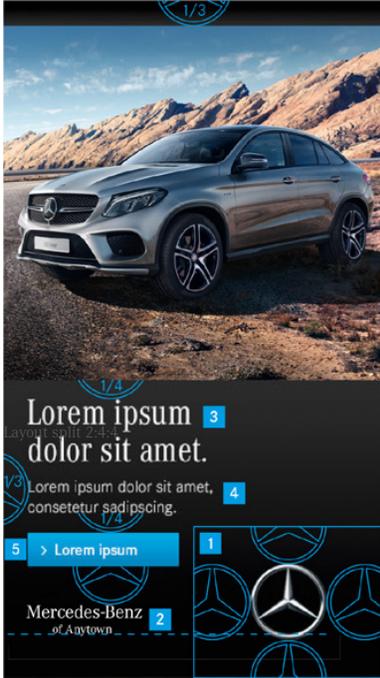
Maximum image component (portrait)

DL Flyer

- 1 Star: 21 mm diameter
- 2 Word mark/claim: 21% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 22.25 pt (CH 1/4 x)
Type: Corporate A Condensed

x = star diameter CH = cap height

J. Online Banners – Portrait



336 x 600 px



400 x 400 px



160 x 600 px

Half-page ad, 336 x 600 px

1 - 5 Final definitions pending

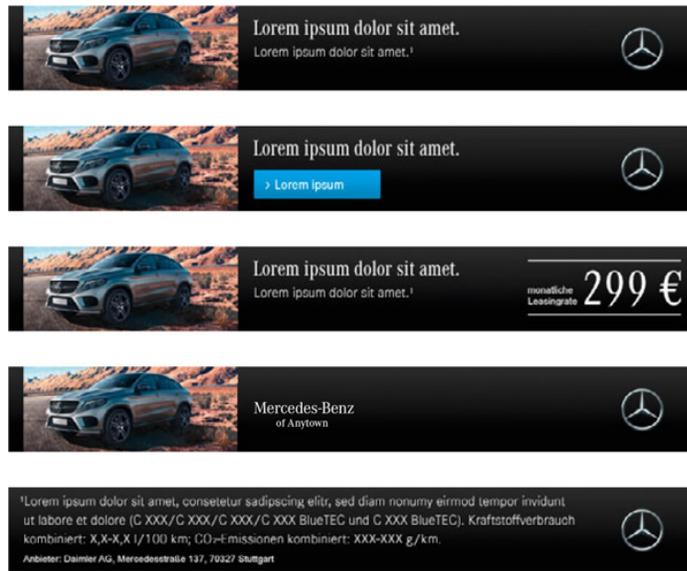
px = pixel

J. Online Banners – Portrait

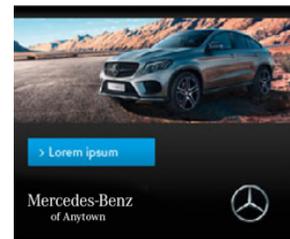


728 x 180 px

Content control via animation



728 x 90 px



300 x 250 px

Double big-size banner, 728 x 180 px

1 - 4 Final definitions pending

px = pixel

K. Web Special



Web special

1 - 3 Final definitions pending

px = pixel

L. Presentation Wall – Branding Conventions (2 cases)

Case 1

Context variant (full-format image):

Medium requires a clearly branded, striking Mercedes-Benz setting.



In clearly branded, striking Mercedes-Benz setting, full-format image as option.

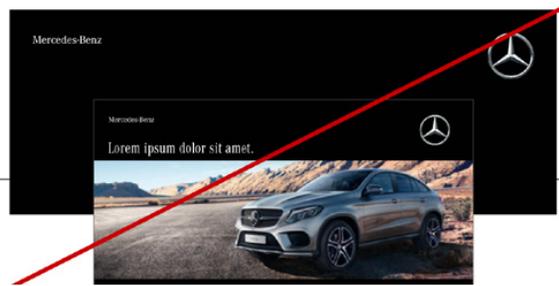
Case 2

Standard variant (branded and black as background):

Medium can stand alone.



Individual elements must be branded.



Avoid "overbranding" in clearly branded Mercedes-Benz setting.



Cannot stand alone, requires additional branded elements.

M. Presentation Wall



Branding conventions (2 cases)



Case 1
Context variant, level 2 (full-format image):
Presentation wall requires a clearly branded, striking Mercedes-Benz setting.



Case 2
Standard variant (branded and black as background):
Presentation wall can stand alone.

Layout alternatives



Vertical layout



Purely typographic

Presentation wall, 4000 x 2000 mm

- 1 Star: 320 mm diameter
Size: L version
- 2 Word mark/claim: 320% of database logo size (ML version)
Alignment: inner ring of star
- 3 Type size: 453.5 pt (CH 1/4 x)
Type: Corporate A Condensed

x = star diameter CH = cap height

13. Co-Branding

A. Placement options by reference to example of 2/1 ad and Laureus.

Horizontal layout



Placement at bottom left in image



Placement at bottom left in image

Vertical layout



Placement at bottom left in image



Placement at bottom left in image

Partner logos in image

- Placement on left: Type area margin (0.5 x)
- Placement at top/bottom: in accordance with spacings shown (0.25 x - 0.5 x)
- Colour: monochrome white or black
- In cases involving several partner logos, spacing between logos is 1/3 of star diameter.

x = star diameter

B. Size Ratios: 4MATIC monogram, Laureus, IAA, Mille Miglia

Individual size ratios

In order to ensure that partner logos do not compete with the Mercedes-Benz brand marks, partner logos are used according to their basic shapes in a defined size proportional to the star.



x = star diameter

14. The Mercedes-Benz Corporate Typeface

A. Corporate A is the primary characteristic to be used in communications for headlines. This typeface must always be used in conjunction with the logo. When using the Doing Business As (DBA) name i.e., “Mercedes-Benz of Anytown” in dealer address, dealer logo and dealer contact information, Corporate A & Corporate S are acceptable font types.

Corporate A Light	<i>Corporate A Light Italic</i>
Corporate A Regular	Corporate A Regular Italic
<i>Corporate A Demi</i>	<i>Corporate A Demi Italic</i>
Corporate A Bold	<i>Corporate A Bold Italic</i>

B. Headline type that does not include the Mercedes-Benz trade name can be set in Corporate A Condensed.

Corporate A Condensed Light	<i>Corporate A Condensed Light Italic</i>
Corporate A Condensed Regular	Corporate A Condensed Regular Italic
<i>Corporate A Condensed Demi</i>	<i>Corporate A Condensed Demi Italic</i>
Corporate A Condensed Bold	<i>Corporate A Condensed Bold Italic</i>

C. Corporate S may be used for sub-headlines, introductory text, bold copy side notes, and captions.

Corporate S Light	
Corporate S Regular	
Corporate S Demi	<i>Corporate S Demi Italic</i>
Corporate S Bold	Corporate S Bold Italic
Corporate S Extra Bold	

D. The system typeface Arial can be used in addition to Corporate A and Corporate S for online applications *only*.

15. “Mercedes” and “Mercedes-Benz” Trade Name Dealer Application

A. Dealers must use their DBA name as approved by MBUSA legal and franchise departments in all marketing communications.* Dealers should not link their DBA name to the “Mercedes,” “Mercedes-Benz,” “Benz,” or abbreviation (i.e., “MB”) trade names or to the Mercedes-Benz trademark in any communications if the DBA is not inclusive of trade name terms (e.g., John Doe Motors should not refer to itself in advertising as “John Doe Mercedes-Benz”). A vanity URL for marketing purposes can be created assuring it meets all brand standards and must link to the dealer’s URL registered in their DBA name.

~~John Doe Mercedes-Benz~~

Incorrect - Trade name linked with dealer name

John Doe Motors

Correct

B. Use of “Mercedes-Benz” or “Mercedes” in a DBA is permissible only if a dealer has received official written authorization from the MBUSA Franchise Department to use “Mercedes-Benz of [town]” as a DBA name. When used as a logo, tag, or URL, “Mercedes-Benz of Anytown” must appear in the Corporate A Regular typeface, in such cases the dealer can use the trademark with their DBA (see examples below).

Preferred version.

Mercedes-Benz
of Anytown



~~Mercedes-Benz
of Anytown~~

Correct - Separation between star and all other elements or edges at an appropriate distance

Incorrect

C. The Mercedes-Benz trademark, “Mercedes,” “Mercedes-Benz,” or “Benz” should not be combined with the trade name of any competitive manufacturer (e.g., Crystal Lake Mercedes-Benz Pontiac-Oldsmobile). In instances where a nonexclusive dealership has a DBA name that includes a competitive manufacturer, an appropriate space must separate the DBA name and the Mercedes-Benz trademark, as specified and illustrated in the following examples.

~~John Doe Motors
Pontiac-Oldsmobile • Mercedes-Benz~~

Incorrect - Trade name combined with that of competitive manufacturer

John Doe
Motors

Pontiac-Oldsmobile

John Doe
Motors

Mercedes-Benz

Correct - Separation from competitive manufacturer

D. Unauthorized uses of the Mercedes-Benz trade name (e.g., “Mercedes-Benz Sweepstakes”) **is to be avoided.**

E. “Mercedes-Benz” is not to be used in the plural or possessive form, it must always be hyphenated and must always appear with an uppercase “M” and an uppercase “B.”

*Exception to this guideline are dealer apps due to very extreme space limitations.

16. Mercedes-Benz Product Nomenclature

A. Full model names must be used (i.e., S550 or CLS55 AMG): avoid internal factory designations (i.e., GLK350W2, or S550V4) as these cause consumer confusion.

- Hyphens and capitalized model letter(s) must be used when listing the vehicle class (i.e., E-Class, GLK). (No spaces.)
- Vehicles with three letter model names drop the “-Class” from the name. (i.e., E-Class, GLK, CLA).
- Model names should not contain spaces.
- Model year must accompany the model or class designation.
- Coupe/sedan and sport/luxury are to be listed when applicable to clarify the MSRP or offer listed.
- Reference to a class of vehicle is acceptable when communicating a “starting at” MSRP, i.e., “The GLK, starting at \$XX,XXX.”

B. The terms “AWD” and “All-Wheel Drive” may only be used in conjunction with the term “4MATIC®.”

C. The following registered and trademark terms must appear exactly as listed below for all customer-facing communications.

- | | |
|---|--|
| ▪ mbrace (registered symbol: ®) | ▪ <i>designo</i> (registered symbol: ®) |
| ▪ mbrace2 (trademark symbol: ™) | ▪ DISTRONIC (registered symbol: ®) |
| ▪ harman/kardon (registered symbol: ®) | ▪ DISTRONIC PLUS (registered symbol: ®) |
| ▪ <u>Logic 7</u> (registered symbol: ®) | ▪ EASY ENTRY (registered symbol: ®) |
| ▪ Bluetooth (registered symbol: ®) | ▪ 4MATIC (registered symbol: ®) |
| ▪ ESP (registered symbol: ®) | ▪ 4ETS (registered symbol: ®) |
| ▪ RACETIMER (registered symbol: ™) | ▪ KEYLESS GO (registered symbol: ®) |
| ▪ ABC (registered symbol: ®) | ▪ MAGIC SKY CONTROL (registered symbol: ®) |
| ▪ AMG (registered symbol: ®) | ▪ MAP PILOT (registered symbol: ®) |
| ▪ COMAND (registered symbol: ®) | ▪ Night View Assist (registered symbol: ®) |
| ▪ ATTENTION ASSIST (registered symbol: ®) | ▪ NECK PRO (registered symbol: ®) |
| ▪ AIRMATIC (registered symbol: ®) | ▪ PRESAFE (registered symbol: ®) |
| ▪ AIRCAP (registered symbol: ®) | ▪ RACESTART (registered symbol: ®) |
| ▪ AIRSCARF (registered symbol: ®) | ▪ SPEEDSHIFT (registered symbol: ®) |
| ▪ AGILITY CONTROL (registered symbol: ®) | ▪ ECO-START (registered symbol: ®) |
| ▪ BAS (registered symbol: ®) | ▪ BLUE EFFICIENCY (registered symbol: ®) |
| ▪ BlueTEC (registered symbol: ®) | ▪ AGILITY SELECT (registered symbol: ®) |

Electronic or hard copy dealer communications referring to the marks harman/kardon or Logic 7 should contain a disclaimer statement that they are registered marks of Harmon International Industries, Incorporated. Electronic or hard copy dealer communications referring to the Bluetooth mark should contain a disclaimer statement it is a registered mark Bluetooth SIG, Inc. The statement should appear on the bottom of the communication, or, if it is a multi-page communication, and it is esthetically feasible, on the bottom of the page on which the mark is first mentioned.

17. Art, Photography, and Video Footage

- A. Dealers must ensure that art, photography, and video footage in their communications is product/model year correct for the advertised vehicle.** Dealers must pay particular attention to specific models and features and ensure that optional equipment is disclaimed. Please refer to “Specifics of Legal Disclaimer Language.”
- B. Dealers must ensure that appropriate usage rights have been purchased for all art, photography, and video footage used in their local communications.** Usage rights have been secured for all MBUSA produced assets available to dealers on the RDA Resource Manager on <https://mercedesmarketing.com> as well as visuals on mbusa.com and/or MB social pages (i.e. Facebook, Twitter, Google+ etc.). Dealers are not to alter creative assets provided on mercedesmarketing.com. Required disclaimer for European images: European images shown.

Additional usage rights may have to be purchased for photography and video footage from other MBUSA sources. Please submit your inquiry to MBUSA Marketing Communications via MBCCS to ensure that appropriate usage has been purchased before using photography and/or video footage from sources other than mercedesmarketing.com or mbusa.com. Dealers who misuse art, photography, or video footage will be responsible for all proprietary rights and legal expenses arising from such unauthorized use.

18. Premier Express Logo Guidelines

A. Overview

Premier Express is a service that offers on-the-spot vehicle maintenance in about an hour or less. There's no appointment necessary and a two-technician team works in tandem to get the services completed quickly and precisely. Services include, but are not limited to, Service A, complimentary multi-point inspection, wiper blade replacement and tire rotation. Dealers have the option of offering any services they believe can be completed within the time constraint, and have dedicated Service Advisors, service lanes, and work bays, specifically designated for Premier Express customers. The purpose of the Premier Express logo is to give Premier Express its own identity and increase brand recognition among customers. It is also meant to be used as a POS tool, easily identifying specific Premier Express areas within the dealership.

B. Design

Versions

- There is a two-line and a one-line version of the logo.
 - The two-line version is preferred.
 - The one-line version can be used at the dealer's discretion when the layout calls for it.
- There is also a lockup with the tagline, "Exceptional service in about an hour or less." The inclusion of the tagline is optional, but no other tagline may be used with the logo.



B. Design (continued)

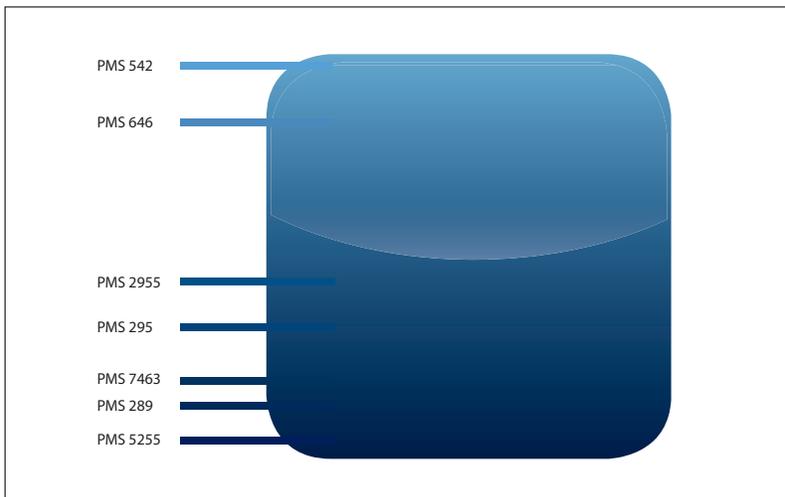
Fonts

- Wordmark font is Corporate S Bold, set in all capitals.
- Optional tagline is Corporate S Light.



Colors

- The icon is made of gradients and tints of blue with the “clock” artwork knocked out in white. The diagram below is meant as a guide for color proofing purposes only. The PMS colors provided are close matches but not exact.
- The icon has a white border for use on tinted, black or dark backgrounds. To ensure correct color usage, always use MBUSA provided logos and do not recreate.
- The wordmark is black for white or light backgrounds, and white for black or dark backgrounds.



C. Usage

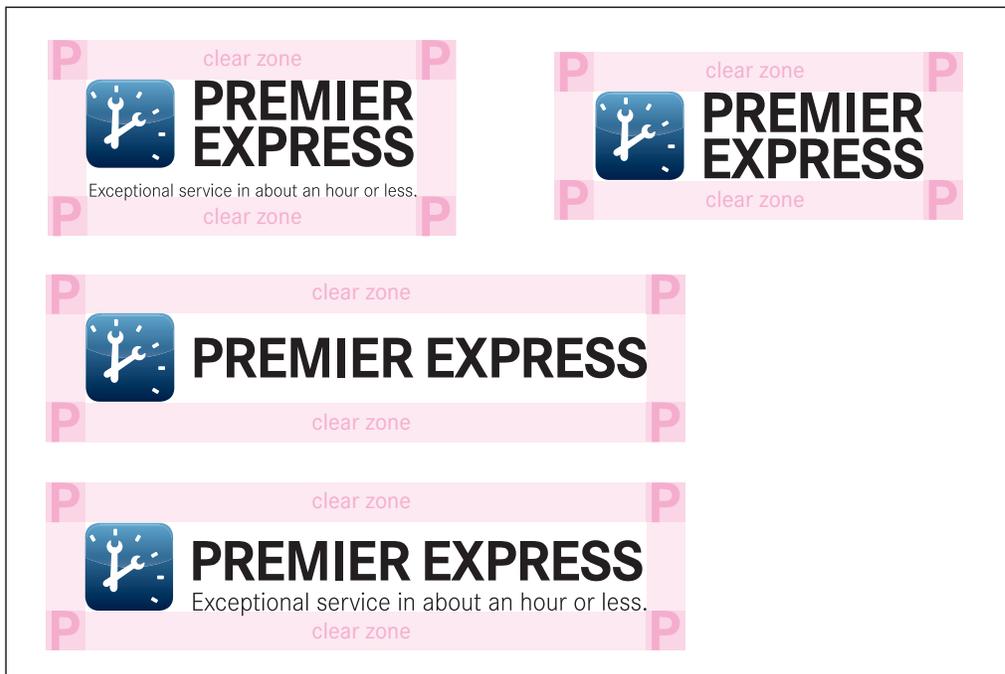
Don'ts

- Do not alter, distort or recreate the logo or logo/tagline lockup.
- Do not use the icon without the wordmark or the wordmark without the icon.
- Do not change the size or spatial relationship between the icon and wordmark.



Buffer Zone

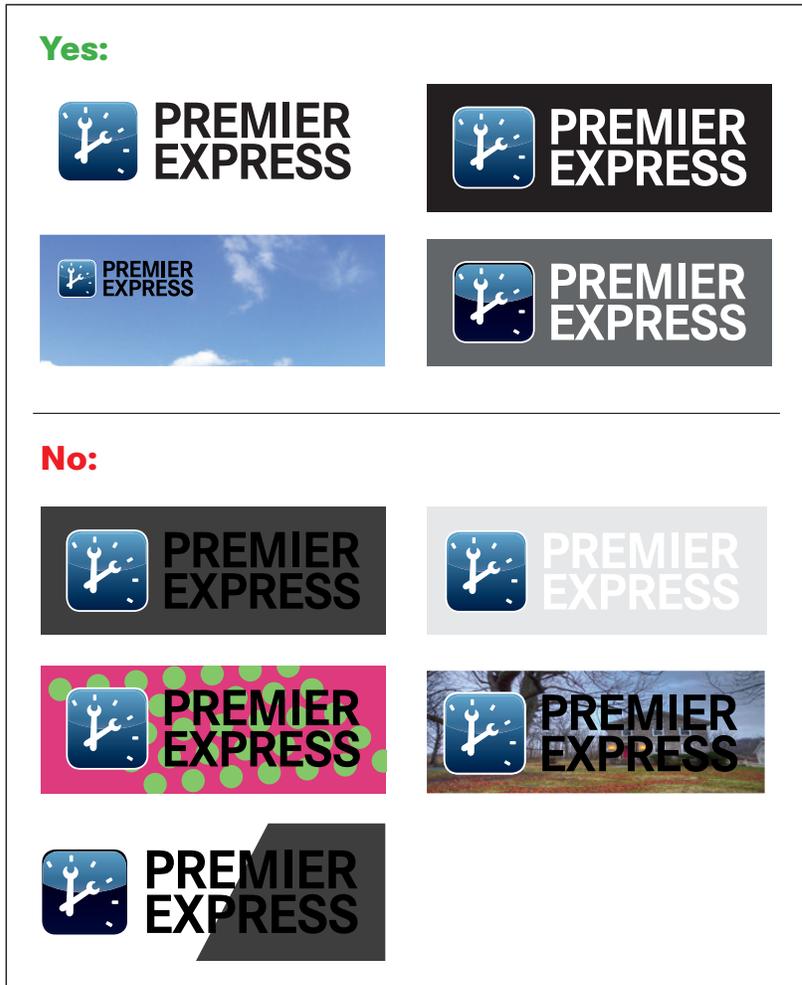
- A space equal to the cap height of the wordmark should be clear on all four sides of the logo.



C. Usage (continued)

Placement

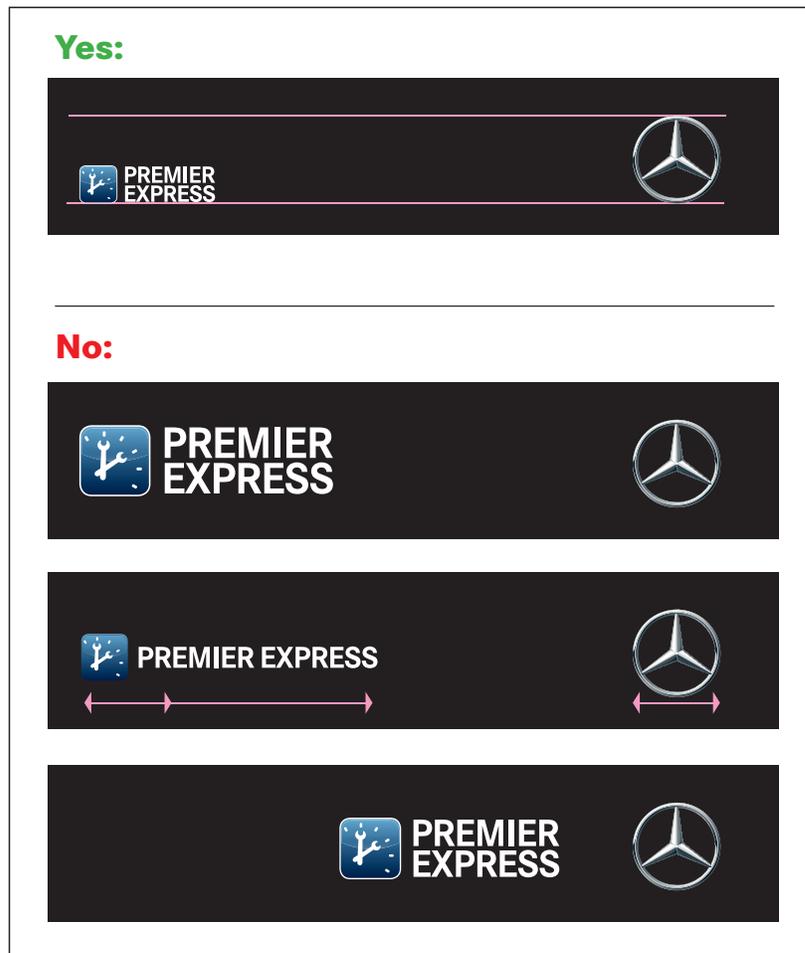
- The logo should only be placed on solid-colored or uncluttered backgrounds.



C. Usage (continued)

Co-branding with the Mercedes-Benz logo

- The Premier Express logo may not be presented as more dominant than the Mercedes-Benz logo.
- The Premier Express logo is positioned left-aligned in the layout on the baseline of the Mercedes-Benz wordmark or claim.
- Maximum height of the Premier Express logo should not exceed the height from the baseline of the Mercedes-Benz wordmark to the top of the star.
- Maximum width of the Premier Express logo is the width of the Mercedes-Benz wordmark.



D. Resources

- To obtain files of the Premier Express logo, please contact Carol Tobias at carol.tobias@mbusa.com or 201-573-2649.

MBUSA New Vehicle Tier 3 Bonus Program

Category II Infraction Policy Overview:

(Refer to RDA Program document, Rev. 7, February 2014 for full program details)

Category II, 1st - 4th Infraction:	No monetary assessment; Dealer will receive a Courtesy Notification Letter, dealer placed on rolling six-month probation.
Category II, 5th Infraction:	50% assessment at \$445 per wholesale of the <i>MBUSA New Vehicle Tier 3 Bonus Program</i> monies paid for the month in which the infraction occurred via the "Miscellaneous Billing System"; dealer placed on six-month probation based on the date in which the infraction occurred.
Subsequent Category II Notifications:	Notifications within the six-month probation period equate to a 50% assessment at \$445 per wholesale from the month in which the Category II infraction occurred. In addition, the six-month probation period resets based on the date in which the subsequent infraction occurred.

Dealers are cleared of probation if they have placed Tier 3, Category II brand compliant communications in the marketplace for six consecutive months after their last Category II Notification infraction date, i.e., an infraction occurring more than six months from the last Category II Notification infraction date will be reset as Category II Notification #1.

Note: A communication containing multiple infractions will be counted as one strike. A communication containing both a Category I and Category II infraction will default to a strike pertaining to the most egregious infraction, i.e., Category I infraction supercedes a Category II infraction.

The Mercedes-Benz Communication Consultation Service (MBCCS) has been established for consulting and monitoring services relative to the *Mercedes-Benz New Vehicle Tier 3 Bonus Program*. All new vehicle and service Tier 3 marketing questions not specifically addressed in the "Mercedes-Benz Brand Communication Standards" must be submitted to MBCCS for pre-approval prior to placement in the marketplace. The service is available weekdays (excluding holidays) between 9 AM and 4 PM regardless of time zone at **1-800-790-0917, or via e-mail info@mercedes.adcompliance.com**.

MBCCS is committed to respond to each consult request within 24 hours; however, review of a dealer's Tier 3 website requires a seven-day turnaround. MBCCS is positioned to assist all Mercedes-Benz dealers in assuring eligibility for the Mercedes-Benz New Vehicle Tier 3 Bonus funds.

MBCCS Consulting Service:

1. MBCCS Consult Approvals are binding for 60 days with the exception of Sales Operation's monthly offers which are valid only for the month indicated in the "Monthly Sales Guide."

MBCCS is not responsible for the following services:

1. VIN and Stock #s: It is assumed that dealers in good faith are listing vehicles at MSRP to assure compliance to *MBUSA's Tier 3 Bonus Program*. MSRP, by VIN, will be confirmed during MBCCS's monitoring process only.
2. Superlative claims: Dealer is responsible to assure that claims can be documented.
3. Questions relative to AOI are to be directed to your Regional Marketing Manager.

Social Media:

As Mercedes-Benz employees, we are incredibly powerful brand ambassadors. It is our responsibility to act in accordance with our brand values at all times, and especially when communicating on a public platform such as social media. We encourage dealer employees to show pride in their place of employment, the brand and its products. We also ask you to be mindful of the affect your communications can have on yourself and the brand.

- 1 Show Your Pride. Dealership employees are encouraged to share their affinity for their dealership or the Mercedes-Benz Brand on their personal social media sites. General statements about company pride or the pictures/official posts from MBUSA and smart channels on Facebook, Twitter, YouTube etc. can be shared to your personal networks.
2. Be Yourself. Be Honest. If the conversation is related to our business, disclose your affiliation with the brand. Do not misrepresent yourself as speaking on behalf of Mercedes-Benz USA or your dealership on your personal social channels.
3. Follow Brand Guidelines. If posting information on Mercedes-Benz products for commercial purposes, request permission, adhere to the Mercedes-Benz communication standards, be sure all advertised prices follow the Sales Program Guide and are properly disclosed.
4. Keep Confidential Information Confidential. Do not share confidential information. Refrain from speculation on the future of the company and its products. Never comment about recalls, lawsuits, financials, new products, or non-public events.

Official legal terminology for your reference:

1. The Dealer employee may post social media pictures, sharing of official posts from MBUSA/smart using the native functions (clicking share button without modifying message) in Facebook, Twitter (Retweet), Youtube etc. and/or self-created content on social media sites, as long as there are no violations of the tenants stated herein. Employees are also not precluded from making general statements expressing their pride in being affiliated with their respective Mercedes-Benz dealers or the Mercedes-Benz brand on their personal social media sites.
2. Employees of the dealers are NOT authorized to use any Mercedes-Benz or Daimler AG logos and trade names on their personal social media sites for commercial purposes, including Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc., without the express written consent of Mercedes-Benz USA, LLC ("MBUSA"). Any such use violates United States trademark laws and could subject the employee to legal liability and financial losses.
3. Dealers should instruct their employees that any Mercedes-Benz related social media sites that they create, publish and/or promote must contain a clear and conspicuous disclaimer which sets forth that the sites or pages are not affiliated with Mercedes-Benz, Mercedes-Benz USA, LLC ("MBUSA") and/or the Dealer that MBUSA and the Dealer do not endorse their sites.
4. If a Dealer employee is participating in blogging or posting regarding Mercedes-Benz vehicles they must clearly and conspicuously disclose their affiliation as an employee of an authorized Dealer on their social media sites. This is required by Federal Trade Commission endorsement rules and guidelines. For example, use of the hashtag #IworkforMBAtlanta or #EmplofMBDallas.
5. Please be advised that dealer employees will be held accountable for the social media content they create. Employees should make every attempt to ensure content is within MBUSA guidelines. MBUSA will deal with all infractions on a case by case basis and we reserve all of our rights under the law.
6. Dealers must instruct their employees that trade secrets, internal communications intended to be private, confidential information of any kind, and all other similar materials regarding the brand and vehicles may NOT be posted on any site or page. This includes pricing guidelines, spy shots of new models and the like. MBUSA will take measures to protect confidential information, which could include the Dealer, if the Dealer failed to properly safeguard such information, including providing appropriate admonitions to its employees.

Specifics of Legal Disclaimer Language

The following are general examples that may not address all state and local law requirements. Dealer is to review with local legal counsel to ensure federal, state and/or local regulations are addressed.

Airbag Disclaimers

The following airbag disclaimer should be included at the bottom of all print ads in which airbags are mentioned. The disclaimer should appear in capital letters, as follows:

For models with a back seat: WARNING: THE FORCES OF A DEPLOYING AIRBAG CAN CAUSE SERIOUS OR FATAL INJURY TO A CHILD UNDER 13. THE SAFEST SEATING POSITION FOR YOUR CHILD IS IN THE REAR SEAT, BELTED INTO AN APPROPRIATE, PROPERLY INSTALLED CHILD SEAT, OR CORRECTLY WEARING A SEAT BELT IF TOO LARGE FOR A CHILD SEAT. SEE OWNER'S MANUAL FOR ADDITIONAL WARNINGS.

Occupant Classification System (OCS) safety information: All current Mercedes-Benz models are equipped with the OCS (with the exception of the G-Class), which is designed to turn off the front passenger's front airbag when the system senses the weight of a typical child 12 months old or younger plus the weight of a standard child restraint. See vehicle's Owner's Manual for important additional information on this system and further information regarding the transportation of children heavier than a typical 12-month-old.

For new models without a back seat and with OCS: SEE OWNER'S MANUAL OR CONSULT YOUR DEALER FOR INFORMATION REGARDING THE OCCUPANT CLASSIFICATION SYSTEM (OCS) AND PROPER INSTALLATION OF A CHILD SEAT.

BabySmart™ Safety Information: Most Mercedes-Benz vehicles from MY 1998 through 2003, select models from 2004 through 2006, and current G-Class vehicles are equipped with BabySmart™. Mercedes-Benz vehicles equipped with BabySmart™ have a device that recognizes the presence of a BabySmart™-equipped child seat when properly installed in the front passenger seat and deactivates the passenger front airbag.

For models without a back seat and with BabySmart™: SEE OWNER'S MANUAL OR CONSULT YOUR DEALER FOR INFORMATION REGARDING BABYSMART™ AND PROPER INSTALLATION OF A CHILD SEAT.

Radio Disclaimers

If the radio ad is model-specific, e.g., ML350 instead of M-Class: MSRP excludes all options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If the radio ad is class-specific, e.g., M-Class instead of ML350: MSRP for a [year, model] excludes options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

For Arizona and Tennessee, VERSION D: You must also incorporate "includes transportation charge." Please check your state law for any additional or varying disclosure requirements including particular additional fees and charges that might otherwise be required to be specifically stated in advertising.

If model shown has optional equipment (including metallic paint), the following line should be included: (Model) shown at [MSRP plus the price of equipment] includes optional [list all optional equipment].

Print Disclaimers

Price Advertising:

If MSRP advertising and the MSRP line states “Starting under” or “Starting at”: MSRP for a (year) (model) includes transportation charge. Excludes all options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If the MSRP line incorporates the year and model: MSRP includes transportation charge. Excludes options, taxes, title, registration, [and dealer prep]. Options, model availability, and price may vary. [See dealer for details.]

If model shown has optional equipment (including metallic paint), the following line should be included: (Model) shown at [MSRP plus the price of equipment] includes optional [list all optional equipment].

If dealer actual pricing: Please comply with all laws regarding identification of vehicles, required inventory, and required pricing elements and excluded items.

4MATIC®: Best performance on snow and ice obtained with winter tires. Please always drive carefully, consistent with road conditions.

Fuel efficiency (highway range): EPA estimated XX MPG highway with XX-gallon fuel tank capacity. You may get different mileage depending on driving conditions.

Tow package: Requires optional tow package and in some states aftermarket trailer brakes.

Roadside Assistance: Roadside Assistance repairs may involve charges for parts, service, and towing. At times, these services may be provided by an outside authorized Mercedes-Benz service. [See dealer for details.]

Copyright (for ads first published in CY2012; year will vary): ©2012 Authorized Mercedes-Benz Dealers or individual dealer (as applicable).

Call to action: Appears in the body copy in Corporate ads and after the legal in RDA ads: For more information, call 1-800-344-8736 or visit MBUSA.com.

Mercedes-Benz Star Service Prepaid Maintenance Disclaimer

The following language must be utilized for all advertised lease pricing that is inclusive of the Mercedes-Benz Star Service Prepaid Maintenance:

Example -- “Lease the C-Class for \$359/month for 33 months with Mercedes-Benz Star Service Prepaid Maintenance”*

The following disclaimer must be used:

*For details, exclusions and limitations on Mercedes-Benz Star Service Prepaid Maintenance, contact your dealer, visit www.mbusa.com/maintenance, or call 1-800-344-8736.

EXHIBIT G



Mercedes-Benz of Cherry Hill
 2151 Route 70 West
 CHERRY HILL, NEW JERSEY 08002
 (856) 663-3200 Fax (856) 663-6081
 Wholesale (856) 532-0780
 chmb.com

NO REFUND WITHOUT THIS SLIP - NO REFUND AFTER 20 DAYS
 Electrical and Special Order items are NOT Returnable.
 15% handling Charge on all returns.

DISCLAIMER OF WARRANTIES
 THIS PART IS SOLD AS IS. THE ONLY WARRANTIES APPLYING TO THIS PART IS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR 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 THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

DATE ENTERED 29 JUN 19	YOUR ORDER NO. WDDHF8HB2BA4	DATE SHIPPED 29 JUN 19	INVOICE DATE	INVOICE NUMBER Q47207
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 HAINESPORT, NJ 08036-6229

PAGE 1 OF 1 Q47207

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B.		
2011 MB E350			2252		CASH	CHERRY HILL NJ		
QTY	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
1	1	0	212-720-03-22	GARNISH MO	300.58	300.58	300.58	
1	1	0	212-720-04-22	GARNISHMOU	282.50	282.50	282.50	
1	1	0	212-680-08-71	GARNISH MO	402.28	402.28	402.28	
1	1	0	212-680-00-93	ORNAMENTAL	160.46	160.46	160.46	
1	1	0	212-680-74-07	COVERING	134.47	134.47	134.47	
1	1	0	212-680-05-17	COVER	123.17	123.17	123.17	
1	1	0	212-680-08-17	COVER	135.60	135.60	135.60	
1	1	0	212-680-29-07	COVERING	134.47	134.47	134.47	
**** INVOICE QUOTE - DO NOT					PAY ****			
***NO RETURNS ON ELECTRICAL ITEM'S ** NO RETURNS ON SPECIAL ORDERED PARTS** \$10.00 ITEMS OR LESS NOT RETURNABLE **PART HOURS OF OPERATION M/F 7:30AM-5:00PM							PARTS 1,673.53 SUBLET FREIGHT 0.00 SALES TAX 110.87 TOTAL \$1,784.40	

Copyright 2014 CDK Global, LLC

CUSTOMER COPY

CUSTOMER SIGNATURE

OFFICE COPY

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\$1,784.40

NO REFUND WITHOUT THIS SLIP - NO REFUND AFTER 20 DAYS
 Electrical and Special Order items are NOT Returnable.
 15% handling Charge on all returns.

DISCLAIMER OF WARRANTIES
 THIS PART IS SOLD AS IS. THE ONLY WARRANTIES APPLYING TO THIS PART IS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR 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 THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. IN ADDITION, EXPRESSLY EXCLUDED IS ANY DEALER LIABILITY FOR DEFECTS PERTAINING TO SAFETY OR PERFORMANCE BY WAY OF "STRICT LIABILITY", NEGLIGENCE OR OTHERWISE.

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ACCOUNT NO. 2158697002

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LORNE COLLIER
 5 CHAUCER CIR
 HAINESPORT, NJ 08036-6229

PAGE 1 OF 1 Q47207

SHIP VIA			SLSM.	B/L NO.	TERMS	F.O.B.		
2011 MB E350			2252		CASH	CHERRY HILL NJ		
QTY	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT	
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1	1	0	212-720-04-22	GARNISHMOU	282.50	282.50	282.50	
1	1	0	212-680-08-71	GARNISH MO	402.28	402.28	402.28	
1	1	0	212-680-00-93	ORNAMENTAL	160.46	160.46	160.46	
1	1	0	212-680-74-07	COVERING	134.47	134.47	134.47	
1	1	0	212-680-05-17	COVER	123.17	123.17	123.17	
1	1	0	212-680-08-17	COVER	135.60	135.60	135.60	
1	1	0	212-680-29-07	COVERING	134.47	134.47	134.47	
**** INVOICE QUOTE - DO NOT					PAY ****			
***NO RETURNS ON ELECTRICAL ITEM'S ** NO RETURNS ON SPECIAL ORDERED PARTS** \$10.00 ITEMS OR LESS NOT RETURNABLE **PART HOURS OF OPERATION M/F 7:30AM-5:00PM							PARTS 1,673.53 SUBLET FREIGHT 0.00 SALES TAX 110.87 TOTAL \$1,784.40	

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