
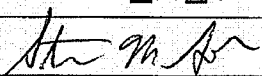


CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY
 <p>Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE: CK CG CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
ATTORNEY/PRO SE NAME Stephen M. Sohmer, Esq.	TELEPHONE NUMBER (973) 227-7080	COUNTY OF VENUE Bergen
FIRM NAME (if applicable) The Sohmer Law Firm	DOCKET NUMBER (When available) L-2592-07	
OFFICE ADDRESS One Passaic Avenue Fairfield, NJ 07004	DOCUMENT TYPE Complaint with Jury Demand	
NAME OF PARTY (e.g., John Doe, Plaintiff) Howard S. Morris, Plaintiff		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
CAPTION Howard S. Morris, on behalf of himself and all others similarly situated, plaintiff v. Mercedes-Benz USA, defendant.		
CASE TYPE NUMBER (See reverse side for listing) 508	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS n/a	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.		
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION		
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION: This case is filed as a class action.		
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION: SUPERIOR COURT OF NEW JERSEY COUNTY OF BERGEN FILED IN DIVISION
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE:
ATTORNEY SIGNATURE 		



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 161 NAME CHANGE
- 176 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE - PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 699 TORT - OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 158 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Mass Tort (Track IV)

- | | |
|---|--------------------------------|
| 240 REDUX/PHEN-FEN (formerly "DIET DRUG") | 271 ACCUTANE |
| 241 TOBACCO | 272 BEXTRA/CELEBREX |
| 248 CIBA GEIGY | 274 RISPERDAL/SEROQUEL/ZYPREXA |
| 264 PPA | 601 ASBESTOS |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 619 VIOXX |
| 268 MANUFACTURED GAS PLANT (MGP) | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category:

Verbal Threshold

Putative Class Action

Title 59

BERGEN COUNTY COURTHOUSE
SUPERIOR COURT LAW DIV
BERGEN COUNTY JUSTICE CTR RM 415
HACKENSACK NJ 07601-7600

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 527-2600
COURT HOURS

DATE: APRIL 11, 2007
RE: MORRIS VS MERCEDES-BENZ USA
DOCKET: BER L --002592 07

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 4.

DISCOVERY IS PRESUMPTIVELY 450 DAYS BUT MAY BE ENLARGED OR SHORTENED BY THE JUDGE AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE MANAGING JUDGE ASSIGNED IS: HON JONATHAN N. HARRIS

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003
AT: (201) 527-2600.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: STEPHEN M. SOMMER
SOMMER LAW FIRM
ONE PASSAIC AVENUE
FAIRFIELD NJ 07004

JUBLCEO

THE SOHMER LAW FIRM
Stephen M. Sohmer, Esq.
One Passaic Avenue
Fairfield, NJ 07004
(973) 227-7080

SPECTOR, ROSEMAN & KODROFF, P.C.
Eugene A. Spector, Esq.
Jeffrey L. Kodroff, Esq.
John A. Macoretta, Esq.
1818 Market Street, Suite 2500
Philadelphia, PA 19103
(215) 496-0300

Attorneys for Plaintiffs

SUPERIOR COURT BERGEN COUNTY
FILED

APR 10 2007



DEPUTY CLERK

RECEIVED

APR 10 2007

SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

HOWARD S. MORRIS, on behalf of himself and all others similarly situated,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION
	:	BERGEN COUNTY
Plaintiff,	:	
	:	
vs	:	Docket No. L-2592-07
	:	
MERCEDES-BENZ USA	:	CLASS ACTION
	:	
Defendant.	:	JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, on behalf of himself and all others similarly situated, by his undersigned attorneys, bring this action for damages and injunctive relief against defendant Mercedes-Benz, U.S.A. ("MBUSA"), and in connection therewith, allege as follows¹.

¹ All information concerning the plaintiff is based on personal knowledge. All other allegations in this complaint are based on information and belief of the plaintiff and his counsel, after reasonable investigation.

NATURE OF THE ACTION

1. This action is brought as a class action on behalf of individuals and entities who purchased or leased Mercedes-Benz automobiles from defendant Mercedes-Benz, U.S.A. ("MBUSA"), or from an authorized Mercedes-Benz dealer from September 24, 2002 to the present.

2. Plaintiff alleges that MBUSA installed analog-based Tele Aid equipment in its vehicles, even though MBUSA knew that such equipment would cease to function as of January 1, 2008. MBUSA touted Tele Aid as an important safety feature, but intentionally failed to tell its customers the equipment would not work after a date certain in 2008.

3. Tele Aid is an MBUSA priority telematics system which is installed at the factory on all Mercedes-Benz vehicles sold in the United States. The Tele Aid equipment is essentially a cellular phone unit tied into the vehicle's electrical and computer systems, with buttons factory installed in the passenger compartment.

4. The Tele Aid system, similar to the OnStar system, provides communication, positioning and monitoring services for subscribers who have a Tele Aid equipped Mercedes.

5. Telematics services such as Tele Aid generally have two major components; a global positioning (GPS) component, which allows the service provider to determine the exact location of a vehicle instantly; and a wireless telephone component, which allows communication between the vehicle and the telematics provider. This communication can be either voice communication from the vehicle's operator, or communication from various sensors and monitoring equipment installed in the vehicle. These sensors provide information about the vehicle's condition, such as engine status, whether certain airbags have deployed, and whether

the vehicle has been in a collision. In addition to allowing the telematics operator to monitor the condition of the vehicle remotely, the wireless connection will also allow a telematics operator to open locked doors of the vehicle upon request.

6. In order for a telematics system such as Tele Aid to function properly, it must have access to a wireless telephone network.

7. Wireless telephone networks operate on either an analog or digital signal. Many major wireless network providers originally operated analog networks, but subsequently added digital networks.

8. MBUSA includes Tele Aid as a standard feature on its vehicles. On the window sticker of plaintiffs' vehicle the Tele Aid Emergency Calling/Communication System was listed as a standard feature under the heading of "Safety/Security" along with such things as airbags, seatbelts, alarms and the electronic breaking system.

9. When the Tele Aid system was first introduced, on Mercedes S-Class vehicles in model year 2000, MBUSA touted the service as a "new era of customer service and communications" that would provide both "convenience and emergency services at the touch of a button in the car."

10. MBUSA continues to tout the safety and convenience values of Tele Aid. A March 2, 2007 letter from MBUSA states that Mercedes owners have come to expect "[p]eace of mind, convenience and luxury" from Tele Aid. The accompanying brochure, which encourages owners to upgrade their Tele Aid equipment ominously asks "why go it alone now?"

11. Prior to model year 2005 vehicles (which became available in 2004) all MBUSA Tele Aid systems needed an analog wireless network to function. Starting with certain 2005

models MBUSA began installing Tele Aid systems which could be made to operate on either an analog or digital wireless network.

12. In connection with the purchase or lease of a vehicle, MBUSA offered customers Tele Aid systems, which MBUSA touted as an important safety feature, allowing users to get immediate emergency aid, roadside assistance or information from wherever they are.

13. What MBUSA intentionally did not tell customers was that much of its Tele Aid equipment would cease to operate, or require costly upgrades, due to a change in FCC regulations that would happen in 2008.

The FCC Rule Change

14. In May 2001 the FCC proposed to eliminate the rule that all wireless phone carriers must operate an analog network for wireless calls. *Notice of Proposed Rule Making*, 16 FCC Red11169 (2001).

15. MBUSA, and various other telematics providers and vendors were well aware of the FCC's proposal to no longer require the maintenance of analog networks. MBUSA and many other telematics providers filed comments and objections to the FCC's proposal.

16. MBUSA's comments to the FCC acknowledged that its vehicles, equipped with Tele Aid equipment, would be in service for more than 10 years, and that such equipment would be useless and inoperable if wireless phone providers no longer maintained analog networks, but switched to digital networks. MBUSA noted that, because telematics equipment was designed to withstand a collision, the equipment had to be installed inside the vehicle in a location that would make replacing the telematics equipment time-consuming, difficult and costly. Thus vehicles with analog equipment could not easily, if at all, be converted to digital equipment.

17. While MBUSA told this important fact to the FCC, it never told its customers and instead continued to sell its cars with the promise that its Tele Aid product would continue to provide "emergency services."

18. Thus, when MBUSA filed its comments with the FCC it was well aware of the fact that the Tele Aid equipment it had installed, and was continuing to install, in MBUSA vehicles would cease to be operational at some definite point in the future.

19. On September 24, 2002 the FCC issued a Report and Order announcing that it would modify § 22.901 and § 22.933 of its Rules to eliminate the requirement that wireless carriers provide analog service for mobile phone networks. The FCC provided for a 5 year transition period, which will end on February 18, 2008.

20. Thus, by September 24, 2002 MBUSA knew that the analog telematics equipment it was installing in Mercedes vehicles would cease to function by February 19, 2008.

21. However, MBUSA intentionally failed to advise customers of this date certain that its Tele Aid equipment would no longer work, and continued to equip its vehicles with, and provide customers, analog Tele Aid equipment, all the while touting Tele Aid as an important safety feature on Mercedes vehicles, even though MBUSA knew it would be useless after a certain date.

22. In March 2007 MBUSA announced to customers that its analog Tele Aid equipment would no longer operate after January 1, 2008.

Analog Tele Aid Product Will Be Useless

23. According to information on MBUSA's website, <http://www.mbusa.com/care/client-care/teleaid.do>, MBUSA vehicles in model years 2000

through 2004, plus some vehicles in model years 2005 and 2006, contain analog Tele Aid equipment. For all cars in model year 2000, and some in model year 2001, MBUSA states there is no way to upgrade the equipment -- their Tele Aid product will simply cease to function as of January 1, 2008. For some cars in model years 2001 through 2006, the analog Tele Aid equipment can be upgraded through a type of retrofit.

24. According to an MBUSA press release, at least 200,000 TeleAid customers will be affected by the loss of analog wireless service.

25. MBUSA is offering to make some analog Tele Aid units operational in a digital network, but for a substantial fee. The exact amount of the fee varies by vehicle and model year, and MBUSA is typically bundling the cost of fixing the equipment with the requirement that additional years of Tele Aid services be purchased.

26. The Kelly Blue Book states that the current cost to install a new Tele Aid system is \$763 invoice and \$820 retail.

27. Plaintiff was recently advised by his Mercedes dealer that the cost of upgrading his Tele Aid equipment, without purchasing any additional service, is \$777.00.

28. Plaintiff contacted his Mercedes dealer to ask if his Tele Aid equipment could be fixed under his warranty, but MBUSA refused to do so, claiming the impending failure of plaintiff's Tele Aid equipment was not covered.

29. MBUSA is now charging Mercedes owners to fix their Tele Aid equipment so that it will still be functional after January 1, 2008.

30. This is in spite of the fact that MBUSA well knew when it sold the vehicles that the equipment would be useless after 2007 without the upgrade or retrofit.

31. Even though MBUSA knew that a costly retrofit would be necessary, MBUSA intentionally concealed the need for a retrofit from its customers including plaintiff and the proposed Class. Rather, MBUSA continued to market its Tele Aid product as an important safety feature which customers could rely on in the event of an accident. Nowhere did MBUSA warn its customers that they would have to pay hundreds of dollars to continue using the benefits of the Tele Aid product past 2007. MBUSA concealment of these important facts is an intentional, material omission by MBUSA.

32. Thus MBUSA's various marketing statements for its Tele Aid product were materially false and misleading, in that they did not reveal the fact that the equipment would become useless after 2007.

JURISDICTION AND VENUE

33. Plaintiff brings this action under the New Jersey Consumer Fraud Act, the New Jersey Uniform Commercial Code (relating to breach of warranty), the Magnuson Moss Warranty Act, the common law of negligent misrepresentation and, alternatively, the consumer fraud laws of each of the 50 states, for actual and punitive damages, injunctive relief and reasonable attorneys' fees and costs with respect to the injuries sustained by plaintiff and the members of the Class.

34. Venue is proper in this County because defendant MBUSA maintains its executive headquarters, and principal place of business, in Montvale, Bergen County, New Jersey. Many of the acts and transactions giving rise to the violation of law alleged herein occurred within and emanated from MBUSA's offices in Bergen County.

35. Specifically, the marketing and sales materials discussing Tele Aid, and

containing the material misstatements and omissions alleged herein, were designed, developed and approved by MBUSA personnel at facilities in Bergen County. MBUSA's overall marketing and sales efforts for Tele Aid were directed and controlled from MBUSA's headquarters in New Jersey.

THE PARTIES

A. Plaintiff

36. Plaintiff Howard Morris is a resident of Pennsylvania with an address of 342 Main Street, Suite 100, Leola, PA 17540. In April 2004 Mr. Morris purchased a 2004 Mercedes E500 4 Matic sedan from Mercedes Benz of West Chester, PA; an authorized MBUSA dealership. In connection with his purchase, Mr. Morris also entered into a Tele Aid Subscriber Agreement, under which he received the first year of service free, and agreed to pay an annual fee thereafter. Once the Tele Aid service is started the annual fee is billed automatically unless the customer cancels service. Mr. Morris has maintained his Tele Aid subscription through the present.

37. When Plaintiff purchased his Mercedes vehicle he received the standard MBUSA's warranty, which claims to coverage "any defects in material or workmanship" for 48 months or 50,000 miles.

B. Defendant

38. Defendant MBUSA is a corporation which maintains its headquarters and principal place of business in Montvale, New Jersey. Defendant MBUSA is a wholly-owned subsidiary of DaimlerChrysler AG. Defendant MBUSA sells and leases Mercedes-Benz automobiles throughout the United States through a network of approximately 300 franchised

retailers, known as MB Centers, situated throughout the United States, and one company-owned MB Center in New York City known as Mercedes-Benz Manhattan, Inc.

39. MBUSA created and controlled all marketing and sales materials for Tele Aid, including the materials containing the material mis-statements and omissions alleged herein.

CLASS ACTION ALLEGATIONS

40. Plaintiffs bring this action pursuant to New Jersey Court Rule 4:32 on behalf of the following class (the "Class"):

All individuals and entities who purchased or leased a new or used Mercedes-Benz automobile equipped with analog Tele Aid equipment from defendant MBUSA or an authorized MB Center during the period from September 25, 2002 through the present. Excluded from the Class are: the defendant MBUSA, its parents, subsidiaries, affiliates; all authorized MB Centers, their respective parents, subsidiaries, affiliates; and any governmental entity.

41. The Class is so numerous that joinder of all members is impracticable. Indeed, during the period of time covered by this Complaint, thousands of new Mercedes-Benz automobiles with the Tele Aid product were sold across the country. According to MBUSA, the Tele Aid product will cease to operate on over 200,000 customers.

42. Plaintiff's claims are typical of the claims of the members of the Class because plaintiff and all Class members were damaged by the same wrongful conduct of defendant MBUSA as alleged herein.

43. Plaintiff will fairly and adequately protect the interests of the Class. The interests of plaintiff are coincident with, and not antagonistic to, those of the Class. In addition, plaintiff is represented by counsel who are experienced and competent in the prosecution of complex

class action and consumer fraud litigation.

44. There are questions of law and fact common to the members of the Class, and these common questions predominate over questions, if any, which may affect only individual members of the Class. Among the predominant questions of law and fact common to the Class are:

(a) whether defendant MBUSA intentionally and/or negligently withheld relevant information from purchasers or lessees of Mercedes vehicles with Tele Aid;

(b) whether defendant MBUSA took affirmative steps to conceal the truth about the nature and operation of its Tele Aid equipment;

(c) whether MBUSA's failure to disclose the truth about its analog Tele Aid equipment is an unconscionable commercial practice in violation of the New Jersey Consumer Fraud Act;

(d) whether MBUSA's failure to provide functioning digital Tele Aid equipment to its customers constitutes a breach of warranty;

(e) the effect of the false and misleading statements and omissions alleged herein upon the purchase price of Mercedes-Benz automobiles;

(f) whether the conduct of defendant MBUSA caused injury to the business or property of plaintiff and the other members of the Class;

(g) the appropriate measure of damages; and

(h) whether plaintiff and the members of the Class are entitled to injunctive relief.

45. Class action treatment is superior to other available methods, if any, for the fair

and efficient adjudication of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the duplication of effort and expense that numerous individual actions would engender. There are no difficulties likely to be encountered in the management of this case that would preclude its maintenance as a class action and no superior alternative exists for the fair and efficient adjudication of this controversy.

46. Defendant MBUSA has acted on grounds generally applicable to the entire Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

COUNT I

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT

47. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

48. Plaintiff and the Class members are consumers who paid for Mercedes Benz vehicles with Tele Aid equipment.

49. Plaintiff and all Class members are consumers as that term is defined in N.J.S.A. 56:8-1.

50. The Mercedes Benz vehicles with Tele Aid are merchandise as that term is defined in N.J.S.A. 56:8-1©.

51. MBUSA uniformly and knowingly misrepresented TeleAid as a reliable safety, security and convenience feature of its vehicles.

52. MBUSA uniformly and knowingly omitted from its statements to consumers the

material fact that its TeleAid equipment would become useless as of January 1, 2008, thus depriving Mercedes owners of the safety, security and convenience they thought they were paying for.

53. MBUSA's actions in connection with the installation, marketing and sale of Tele Aid, as set forth herein, evidence a lack of good faith, honesty in fact and observance of fair dealing, so as to constitute unconscionable commercial practices, in violation of N.J.S.A. 56:8-2.

54. As a direct and proximate result of MBUSA's acts of consumer fraud, Plaintiff and the Class members paid for Tele Aid for their personal use, and thereby suffered ascertainable economic losses.

COUNT II

UNFAIR AND DECEPTIVE TRADE PRACTICES IN VIOLATION OF ALL STATES' CONSUMER PROTECTION ACTS

55. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

56. Alternatively, MBUSA's actions, as complained of herein, constitute unfair competition or unfair, unconscionable, deceptive or fraudulent acts or practices in violation of various state consumer protection statutes listed below:

(a) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ala. Code § 8-19-1, *et seq.*;

(b) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Alaska Stat. Code § 45.50.471, *et seq.*;

© MBUSA has engaged in unfair competition or unfair or deceptive

acts or practices in violation of Ariz. Rev. Stat. § 44-1522, *et seq.*;

(d) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ark. Code § 4-88-101, *et seq.*;

(e) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*;

(f) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices or have made false representations in violation of Colo. Rev. Stat. § 6-1-105, *et seq.*;

(g) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b, *et seq.*;

(h) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of 6 Del. Code § 2511, *et seq.*;

(I) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices or made false representations in violation of D.C. Code § 28-3901, *et seq.*;

(j) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Fla. Stat. § 501.201, *et seq.*;

(k) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ga. Stat. § 10-1-392, *et seq.*;

(l) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Haw. Rev. Stat. § 480, *et seq.*;

(m) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Idaho Code § 48-601, *et seq.*;

(n) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/1, *et seq.*;

(o) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ind. Code Ann. § 24-5-0.5.1, *et seq.*;

(p) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Iowa Code § 714.1b, *et seq.*;

(q) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Kan. Stat. § 50-623, *et seq.*;

(r) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ky. Rev. Stat. § 367.110, *et seq.*;

(s) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of La. Rev. Stat. § 51:1401, *et seq.*;

(t) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of 5 Me. Rev. Stat. § 207, *et seq.*;

(u) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Md. Com. Law Code § 13-101, *et seq.*;

(v) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Mass. Gen. L. Ch. 93A, *et seq.*;

(w) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Mich. Stat. § 445.901, *et seq.*;

(x) MBUSA has engaged in unfair competition or unfair or deceptive

acts or practices in violation of Minn. Stat. § 325F.67, *et seq.*;

(y) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Miss. Code Ann. § 75-24-1, *et seq.*;

(z) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Vernon's Mo. Rev. Stat. § 407.010, *et seq.*;

(aa) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Mont. Code § 30-14-101, *et seq.*;

(bb) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Neb. Rev. Stat. § 59-1601, *et seq.*;

(cc) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Nev. Rev. Stat. § 598.0903, *et seq.*;

(dd) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of N.H. Rev. Stat. § 358-A:1, *et seq.*;

(ee) MBUSA has engaged in unfair competition or unfair, unconscionable or deceptive acts or practices in violation of N.J. Stat. Ann. § 56:8-1, *et seq.*;

(ff) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of N.M. Stat. Ann. § 57-12-1 *et seq.*;

(gg) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of N.Y. Gen. Bus. Law § 349, *et seq.*;

(hh) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, *et seq.*;

(ii) MBUSA has engaged in unfair competition or unfair or deceptive

acts or practices in violation of N.D. Cent. Code § 51-15-01, *et seq.*;

(ij) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Ohio Rev. Stat. § 1345.01, *et seq.*;

(kk) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices or made false representations in violation of Okla. Stat. tit. 15 § 751, *et seq.*;

(ll) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Or. Rev. Stat. § 646.605, *et seq.*;

(mm) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of 73 Pa. Stat. § 201-1, *et seq.*;

(nn) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of R.I. Gen. Laws. § 6-13.1-1, *et seq.*;

(oo) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of S.C. Code Laws § 39-5-10, *et seq.*;

(pp) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of S.D. Code Laws § 37-24-1; *et seq.*;

(qq) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Tenn. Code § 47-18-101, *et seq.*;

(rr) MBUSA has engaged in unfair competition or unfair or deceptive or practices in violation of Tex. Bus. & Com. Code § 17.41, *et seq.*;

(ss) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Utah Code Ann. § 13-1 1-1, *et seq.*;

(tt) MBUSA has engaged in unfair competition or unfair or deceptive

acts or practices in violation of Vt. Stat. Ann. tit. 9, § 245 1, *et seq.*;

(uu) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Va. Code § 59.1-196, *et seq.*

(vv) MBUSA has engaged in unfair competition or unfair, deceptive or fraudulent acts or practices in violation of Wash. Rev. Code. § 19.86.010, *et seq.*;

(ww) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of W. Va. Code § 46A-6-101, *et seq.*;

(xx) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Wis. Stat. § 100.20, *et seq.*; and

(yy) MBUSA has engaged in unfair competition or unfair or deceptive acts or practices in violation of Wyo. Stat. § 40-12-100, *et seq.*

COUNT III

BREACH OF WARRANTY

57. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

58. All vehicles sold by MBUSA include express warranties and implied warranties of merchantability and fitness for a particular purpose.

59. The implied warranties are based in both common law and the Uniform Commercial Code, as adopted by each of the fifty states, including New Jersey, NJS.A 12A: 2-314 and 2-315.

60. MBUSA has breached such warranties by installing Tele Aid equipment which MBUSA knew would not function after a certain date and by refusing to repair or replace such

Tele Aid equipment.

61. The certain failure of the analog Tele Aid equipment makes MBUSA's vehicles unmerchantable and/or un-fit for their particular purpose.

62. By advising its customers that it will charge for fixing its Tele Aid equipment, MBUSA has effectively refused to honor its warranty obligations relating to its Tele Aid equipment.

63. Plaintiff and the class have been damaged by MBUSA's failure to honor its warranty obligations.

COUNT IV

VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT.

15 U.S.C. 2301, et seq.

64. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

65. MBUSA has obligations to plaintiff and the class under both its express warranties and implied warranties.

66. MBUSA's failure to remedy its soon to be inoperable Tele Aid equipment is a violation of the various express and implied warranties to which MBUSA is obligated.

67. MBUSA's violations of its express and implied warranty obligations constitute violations of the Magnuson- Moss Warranty Act.

68. By advising its customers that it will charge for fixing its Tele Aid equipment, MBUSA has effectively refused to honor its warranty obligations relating to its Tele Aid equipment.

69. Plaintiff and the class have been damaged by MBUSA's failure to honor its warranty obligations.

COUNT V

NEGLIGENT MISREPRESENTATION

70. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

71. During the Class Period, MBUSA made representations concerning its Tele Aid product which were false and omitted disclosure of material facts as set forth above.

72. Plaintiff and each Class member relied on MBUSA's statements about Tele Aid when deciding to lease or purchase a Mercedes vehicle.

73. MBUSA, having made representations about Tele Aid had a duty to be accurate and breached that duty thereby causing plaintiff and Class members to suffer damage.

WHEREFORE, plaintiff prays for relief as follows:

- (a) declaring this action to be a proper class action pursuant to Rule 4:32 of the New Jersey Court Rules on behalf of the Class as defined herein;
- (b) that Plaintiff be designated the Class Representative
- (c) that Plaintiff's counsel be designated Class Counsel;
- (d) that MBUSA be ordered to pay economic damages in an amount to be determined by the Court;
- (e) that MBUSA be ordered to pay treble, punitive and/or exemplary damages;

- (f) that an injunction be issued requiring MBUSA to provide digital Tele Aid upgrades to its customers at no cost;
- (g) that Plaintiff and the Class members be awarded attorneys' fees and reimbursement for the costs and expenses of this action; and
- (h) that Plaintiff and the Class members be awarded any other relief this Court deems necessary, just and proper.

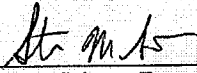
DEMAND FOR JURY TRIAL

Plaintiff on his own behalf and on behalf of the Class demand a trial by jury as to all issues so triable.

CERTIFICATION PURSUANT TO R. 4:5-1

This matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding. No other action or arbitration proceeding is contemplated.

Dated: April 10, 2007

By: 
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