

Exhibit A



16204003

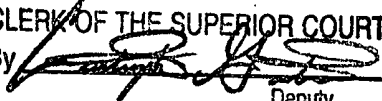
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Attorneys for Plaintiff Giorgio Enea and all
others similarly situated

FILED
ALAMEDA COUNTY

APR 06 2018

CLERK OF THE SUPERIOR COURT
By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

GIORGIO ENEA, an individual; on behalf
of himself and all others similarly situated,

Plaintiffs,

v.

MERCEDES-BENZ USA, LLC; DAIMLER
AG; and DOES 1 through 10, inclusive,

Defendants.

Case No.

RG18899964M

CLASS ACTION COMPLAINT FOR:

(1) VIOLATION OF CONSUMER
LEGAL REMEDIES ACT;

(2) BREACH OF EXPRESS
WARRANTY;

(3) BREACH OF IMPLIED
WARRANTY; AND

(4) UNFAIR BUSINESS PRACTICES.

JURY TRIAL DEMANDED

1 Plaintiff Giorgio Enea ("Plaintiff") brings this class action against Defendants Mercedes-
2 Benz USA, LLC, Daimler AG, and Does 1-10 (collectively "Defendants"), and respectfully
3 alleges the following:

4 **NATURE OF THE ACTION**

5 1. This is a California statewide class action for violation of the Consumer Legal
6 Remedies Act, Breach of Warranty, and Unfair Business Practices, arising out of Defendants'
7 manufacture, design, and distribution of Mercedes-Benz branded automobiles with defective
8 sunroofs. As alleged herein, the Mercedes Benz vehicles were defective in that the large moon or
9 sunroofs, often referred to as panorama roofs (collectively "sunroofs") were prone to spontaneous
10 exploding, shattering, and/or cracking sunroofs.

11 2. As more fully alleged herein, Plaintiff leased a new 2015 Mercedes Benz, with a
12 sunroof manufactured by Defendants. The sunroof was defective, and on June 27, 2017, while
13 Plaintiff was driving, the sunroof spontaneously shattered, spraying glass throughout the car and
14 onto Plaintiff. The incident involving Plaintiff was the product of a common and known defect in
15 the sunroof installed in Mercedes Benz vehicles.

16 3. Plaintiff seeks for himself and the Class compensatory damages, punitive damages,
17 and restitutionary disgorgement. Plaintiff seeks to represent the following Classes in this matter:

18 **Class 1:** All California residents who purchased or leased a Mercedes
19 Benz vehicle in California and who have incurred actual expenses in
20 connection with either the diagnosis or repair of the vehicle's sunroof.

21 **Class 2:** All California residents who currently own or lease a Mercedes
22 Benz vehicle in California and who have not had the sunroof fully
23 repaired.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over the entire action by virtue of the fact that this is a
26 civil action wherein the matter in controversy, exclusive of interest and costs, exceeds the
27 jurisdictional minimum of the Court. The acts and omissions complained of in this action took
28 place in the State of California. Venue is proper because this is a class action, the acts and/or
omissions complained of took place, in whole or in part within the venue of this Court.

1 PARTIES

2 5. Plaintiff Giorgio Enea, was, at all relevant times, a citizen of the State of
3 California, and resident in the County of Alameda.

4 6. Defendant Mercedes-Benz USA, LLC was, at all relevant times, a Company doing
5 business in the County of Alameda, State of California.

6 7. Defendant Daimler AG was, at all relevant times, a Company doing business in the
7 County of Alameda, State of California

8 8. Plaintiff is currently ignorant of the true names and capacities, whether individual,
9 corporate, associate, or otherwise, of the defendants sued herein under the fictitious names Does 1
10 through 10, inclusive, and therefore sue such defendants by such fictitious names. Plaintiff will
11 seek leave to amend this complaint to allege the true names and capacities of said fictitiously
12 named defendants when their true names and capacities have been ascertained. Plaintiff is
13 informed and believe and thereon alleges that each of the fictitiously named defendants is legally
14 responsible in some manner for the events and occurrences alleged herein, and for the damages
15 suffered by the Class.

16 9. Plaintiff is informed and believes and thereon alleges that all defendants, including
17 the fictitious Doe defendants, were at all relevant times acting as actual agents, conspirators,
18 ostensible agents, alter egos, partners and/or joint venturers and/or employees of all other
19 defendants, and that all acts alleged herein occurred within the course and scope of said agency,
20 employment, partnership, and joint venture, conspiracy or enterprise, and with the express and/or
21 implied permission, knowledge, consent authorization and ratification of their co-defendants;
22 however, each of these allegations are deemed "alternative" theories whenever not doing so
23 would result in a contradiction with other allegations.

24 FACTS COMMON TO ALL CAUSES OF ACTION

25 10. Defendants' are known throughout the United States and internationally as major
26 manufacturers of automobiles and related products, including vehicles sold under the Mercedes
27 Benz brand.

28

1 11. Many of Defendants' Mercedes Benz branded automobiles are sold with large sun
2 or moon roofs, often referred to as panorama roofs (collectively referred to herein as "sunroofs").
3 Defendants' sunroofs, because of their large size, span a large portion of the roof of the vehicle,
4 and pose unique engineering challenges. They require precise strengthening, attachment, and
5 stabilization of the glass. Several manufacturers have failed to meet these demands, and at least
6 three manufacturers have issued safety recalls because of their large and/or panoramic sunroofs.

7 12. The larger sunroofs on Mercedes Benz vehicles are substantially similar in design
8 and manufacture. Defendants charge a premium for the inclusion of a sunroof in one of their
9 vehicles. Defendants' automobiles sold in California under the Mercedes Benz brand with
10 factory-installed sunroofs are referred to in this complaint as "Mercedes Benz vehicles."

11 13. Several of Mercedes Benz models have the same problem with their sunroofs.
12 Multiple Mercedes Benz drivers have complained that their sunroofs exploded, shattered, and/or
13 cracked without warning. This is a serious safety concern, as the shattering of the sunroofs often
14 occurs while the car is being driven, and showers broken glass on the occupants. Moreover, the
15 explosion or shattering makes a loud and startling noise, which also has the propensity to distract
16 drivers while operating a vehicle. Nonetheless, Defendants not only refuse to warn drivers, but
17 also continue to sell and lease its vehicles without disclosing this defect to consumers.

18 14. Defendants represented and advertised that their automobiles, including sunroofs,
19 were luxury, top-of-the line cars, built to the highest standard, and were safe for their intended
20 use. Among other things, Defendant advertises and represents that the safety first features of
21 Mercedes-Benz "set a standard that all automobiles eventually follow," and that its vehicles
22 utilize "Intelligent Drive [which] is, essentially, the entire suite of groundbreaking driving safety
23 features you'll find across our entire vehicle line."

24 15. The sunroofs in Mercedes Vehicles are defective and unsafe, in that they are prone
25 to spontaneously explode, shatter, or crack. This defect is a safety hazard, as shards of glass fall
26 on drivers while operating the vehicle, and could cause a serious accident. The sunroofs in
27 Mercedes Benz vehicles are defective in their design and manufacture, as well as for their lack of
28 warnings. Plaintiff is informed and believes, and on that basis alleges, that Defendants at all

1 relevant times were aware of the defects, and have changed providers or vendors for their sunroof
2 glass because of the problems and defects.

3 16. On July 17, 2015, Plaintiff leased a new 2015 Mercedes Benz, GLA 250W4,
4 Vehicle Identification Number WDCTG4GB6FJ141448, from RAB Motors/Mercedes Benz of
5 Marin, an authorized Mercedes Benz dealership, in San Rafael, California. The Mercedes Benz
6 car Plaintiff purchased had a sunroof for which Plaintiff paid a premium.

7 17. On June 27, 2017, Plaintiff was driving to work in his Mercedes Benz when the
8 sunroof spontaneously exploded, send shards of glass all over Plaintiff, including in Plaintiff's
9 eyes and hair, and the inside of the car. Plaintiff was able to maintain control of the automobile.

10 18. Plaintiff is a pilot for JetBlue. Due to the incident, Plaintiff had to be removed
11 from flying until his eyes were checked and he was cleared by an eye doctor. Plaintiff missed
12 several days of work as a result of the incident.

13 19. Plaintiff subsequently took his Mercedes Benz into one of Defendants repair
14 facilities. Defendants, however, refused to pay for the repair costs for the sunroof unless Plaintiff
15 signed a full release of liability. Plaintiff would not agree to sign a release of liability, and
16 Defendants refused to repair his defective sunroof. Plaintiff incurred over \$2,000 in repair costs
17 thus far.

18 CLASS ALLEGATIONS

19 20. Plaintiff brings this action on behalf of himself, and on behalf of all others
20 similarly situated, and as a member of the Class defined as follows:

21 **Class 1:** All California residents who purchased or leased a Mercedes
22 Benz vehicle in California and who have incurred actual expenses in
23 connection with either the diagnosis or repair of the vehicle's sunroof.

24 **Class 2:** All California residents who currently own or lease a Mercedes
25 Benz vehicle in California and who have not had the sunroof fully
26 repaired.

27 21. Plaintiff reserves the right to amend or otherwise alter the class definitions
28 presented to the Court at the appropriate time, or to propose or eliminate sub-classes, in response
to facts learned through discovery, legal arguments advanced by Defendants or otherwise.

1 22. This action has been brought and may be properly maintained as a class action
2 pursuant to California Code of Civil Procedure § 382 and other applicable laws.

3 23. **Numerosity of the Class:** Members of the Class are so numerous that their
4 individual joinder is impracticable. The precise number of Class members and their addresses are
5 known to Plaintiff or will be known to Plaintiff through discovery. Class members may be
6 notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

7 24. **Existence of Predominance of Common Questions of Fact and Law:** Common
8 questions of law and fact exist as to all members of the Class. These questions predominate over
9 any questions affecting only individual Class members. These common legal and factual
10 questions include:

- 11 a. Whether sunroofs in Mercedes Benz vehicles are defective because they are prone to
12 spontaneous explosion, shattering, and/or cracking;
- 13 b. Whether Defendants violated Civil Code §1770(a)(5) or the CLRA;
- 14 c. Whether Defendants violated Civil Code §1770(a)(7) or the CLRA;
- 15 d. Whether Defendants violated Civil Code §1770(a)(9) or the CLRA;
- 16 e. Whether Defendants breached express warranties in connection with the refusal to
17 provide coverage to repair sunroofs;
- 18 f. Whether Defendants' defective sunroofs breached the implied warranty of
19 merchantability;
- 20 g. Whether Defendants' conduct in connection with their defective sunroofs in Mercedes
21 Benz vehicles is an unlawful business practice;
- 22 h. Whether Defendants' conduct in connection with their defective sunroofs in Mercedes
23 Benz vehicles is an unfair business practice
- 24 i. The nature and extent of class-wide injury and the measure of damages for the injury.

25 25. **Typicality:** Plaintiff's claims are typical of the claims of the members of the
26 classes he represents because Plaintiff leased a Mercedes Benz vehicle with a sunroof, and the
27 sunroof failed because of a common defect. Plaintiff and the members of the classes he
28 represents sustained the same or similar types of damages and losses.

1 26. **Adequacy:** Plaintiff is an adequate representative of the Class he seeks to
2 represent because his interests do not conflict with the interests of the members of the subclasses
3 Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in complex
4 class action litigation and Plaintiff intends to prosecute this action vigorously. The interests of
5 members of each Class will be fairly and adequately protected by Plaintiff and his counsel.

6 27. **Superiority and Substantial Benefit:** The class action is superior to other
7 available means for the fair and efficient adjudication of Plaintiff and the Class members' claims.
8 The damages suffered by each individual Class member may be limited. Damages of such
9 magnitude are small given the burden and expense of individual prosecution of the complex and
10 extensive litigation necessitated by Defendants' conduct. Further, it would be virtually
11 impossible for the Class members to redress the wrongs done to them on an individual basis. Even
12 if members of the Class themselves could afford such individual litigation, the court system could
13 not. Individualized litigation increases the delay and expense to all parties and the court system,
14 due to the complex legal and factual issues of the case. By contrast, the class action device
15 presents far fewer management difficulties, and provides the benefits of single adjudication,
16 economy of scale, and comprehensive supervision by a single court.

17 28. The Class(es) should also be certified because:

18 a. The prosecution of separate actions by individual members of the Class would
19 create a risk of inconsistent or varying adjudications with respect to individual Class members
20 which would establish incompatible standards of conduct for Defendants;

21 b. The prosecution of separate actions by individual members of the Class would
22 create a risk of adjudication with respect to them, which would, as a practical matter, be
23 dispositive of the interests of the other Class members not parties to the adjudications, or
24 substantially impair or impede their ability to protect their interests; and

25 c. Defendants have acted or refused to act on grounds generally applicable to the
26 Class, and/or the general public, thereby making appropriate final and injunctive relief with
27 respect to the Classes as a whole.

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FIRST CAUSE OF ACTION
(Violation of Consumer Legal Remedies Act)
(By Plaintiff and all class members against all Defendants)

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3 29. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
4 Complaint; as though fully set forth herein.

5 30. This cause of action is brought under the Consumer Legal Remedies Act,
6 California Civil Code §1750 *et seq.* Plaintiff and members of the Class are consumers as defined
7 by California Civil Code §1761(d). The Mercedes Benz vehicles at issue are goods within the
8 meaning of Civil Code §1761(a).

9 31. Defendants violated and continue to violate the CLRA by engaging in the
10 following practices proscribed by California Civil Code §1770(a) in transactions with Plaintiff
11 and members of the Class, which were intended to result in, and did result in, the sale of
12 Mercedes Benz vehicles::

- 13 a. Representing that goods . . . have . . . characteristics, . . . [or] uses . . . which they do
14 not have, in violation of Civil Code §1770(a)(5);
15 b. Representing that goods . . . are of a particular standard . . ., if they are of another, in
16 violation of Civil Code §1770(a)(7);
17 c. Advertising goods . . . with intent not to sell them as advertised, in violation of Civil
18 Code §1770(a)(9).

19 32. Defendants have undertaken unfair methods of competition and unfair or deceptive
20 acts or practices in transactions intended to result or which results in the sale of goods and/or
21 services to a consumer, as alleged herein.

22 33. As a result of the employment by Defendants of the above-alleged methods, acts,
23 and practices, Plaintiff and the class suffered damage within the meaning of Civil Code §1780(a),
24 entitling them to injunctive relief. Pursuant to Civil Code §1782(d), Plaintiff and the class further
25 intend to seek compensatory damages and/or restitution, and, in light of Defendants' willful and
26 conscious disregard of the safety and rights of Plaintiff and the class, Plaintiff and the class also
27 intend to seek an award of punitive damages. Plaintiff will amend the complaint to add requests
28 for damages at the appropriate time, pursuant to Civil Code §1782(d).

1 34. As a proximate result of Defendant's violations of the CLRA, Plaintiff and the
2 Class request that Defendant be enjoined from engaging in the aforementioned conduct in
3 violation of the CLRA.

4 **SECOND CAUSE OF ACTION**
5 **(Breach Of Express Warranty)**
6 **(By Plaintiff and all class members against all Defendants)**

7 35. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
8 Complaint, as though fully set forth herein.

9 36. Defendants expressly warranted to Plaintiff and class members, among other
10 things, that "all new Mercedes-Benz vehicles are protected by our New Vehicle Limited
11 Warranty, covering defects in material or workmanship for 48-months or 50,000 miles, whichever
12 comes first." Defendant also made other express warranties, as alleged in paragraph 14. The
13 express warranties were part of basis of the bargain for Plaintiff and class members.

14 37. Plaintiff's sunroof failed within the warranty period, as alleged herein, but
15 Defendants refused to properly repair and/or cover Plaintiff for this defect. Defendant has
16 similarly failed to repair and/or cover Class members for costs associated with the defect in the
17 sunroofs of Mercedes Benz vehicles.

18 38. Defendant breached the express warranty by selling Mercedes Benz automobiles
19 with defective and unsafe sunroofs, and failing to cover Plaintiff and class members for repair and
20 other costs associated with the defective sunroofs in the Mercedes Benz vehicles. As a result of
21 Defendants' breaches, Plaintiff and the Class members have suffered damages and/or or entitled
22 to restitution, including but not limited to, the cost of the lease associated with sunroof, the cost of
23 repair, and/or the cost of inspection and/or replacement with a non-defective roof.

24 **THIRD CAUSE OF ACTION**
25 **(Breach Of Implied Warranty)**
26 **(By Plaintiff and all class members against all Defendants)**

27 39. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
28 Complaint, as though fully set forth herein.

 40. This cause of action is brought under Song-Beverly Consumer Warranty Act, Civil
Code §§1792 and 1791.1.

1 41. Defendants were at all times the manufacturer, distributor, warrantor, or seller of
2 the Mercedes Benz vehicles at issue in this action. Defendant knew or should have know of the
3 use for which the Mercedes Benz vehicles were purchased. However, the Mercedes Benz
4 vehicles were not fit for the ordinary purpose of providing reasonably safe transportation because
5 the sunroof's were defective and prone to spontaneous explosion, shattering, and/or cracking.
6 This was an inherent defect at the time of sale or leasing the Mercedes Benz vehicles.

7 42. Defendants impliedly warranted that the Mercedes Benz vehicles were of
8 merchantable quality and fit for such use. This implied warranty included, among other things:
9 (i) a warranty that the Mercedes Benz vehicles and the sunroof system manufactured, designed,
10 supplied, distributed, and/or sold by Defendants was safe, reliable, and/or durable for providing
11 transportation; and (ii) a warranty that the Mercedes Benz vehicles and the sunroof system would
12 be fit for their intended use while the Mercedes Benz vehicles were being operated.

13 43. Contrary to the applicable implied warranties, the Mercedes Benz vehicles and the
14 sunroof system, at the time of sale and thereafter, were not fit for their ordinary and intended
15 purpose of providing Plaintiff and Class members with reliable, durable, and safe transportation.
16 Instead, the Mercedes Benz vehicles were defective, including but not limited to, defective in the
17 design and manufacture of the sunroof system.

18 44. Defendants' actions complained of herein breached the implied warranty that the
19 Mercedes Benz vehicles were of merchantable quality and fit for use as safe and reliable
20 transportation, in violation of Civil Code §§1792 and 1791.1.

21 45. As a result of Defendants' breaches, Plaintiff and the Class members have suffered
22 damages and/or or entitled to restitution, including but not limited to, the cost of the lease
23 associated with sunroof, the cost of repair, and/or the cost of inspection and/or replacement with a
24 non-defective roof.

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FOURTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION ACT
(By Plaintiff and all class members against all Defendants)

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3 46. Plaintiff re-alleges, and incorporates by reference, the preceding paragraphs of this
4 Complaint, as though fully set forth herein.

5 47. This cause of action is brought by Plaintiff and the Class under California Business
6 & Professions Code §17200, et seq. (the "UCL"). Section 17200 of the UCL prohibits any
7 unlawful, unfair, or fraudulent business practices.

8 48. Through the actions alleged herein, Defendants have engaged in unfair competition
9 within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful,
10 unfair, and/or fraudulent business practices under the UCL.

11 49. Defendants' unlawful conduct includes, but is not limited to, violation of the
12 CLRA, Song-Beverly Consumer Warranty Act, and laws regarding express warranties.
13 Defendants' fraudulent conduct, includes, but is not limited to, failing to disclose that the sunroofs
14 are defective and a safety hazard, misrepresenting the characteristics, uses, and/or standards of the
15 Mercedes Benz vehicles and sunroofs, and representing that the sunroofs were safe and of
16 merchantable quality free of defects. Defendants unfair conduct includes, but is not limited to,
17 distributing Mercedes Benz automobiles, and charging a premium for the sunroof feature, when
18 the sunroof was defective, as alleged herein.

19 50. Plaintiff has standing to assert this claim because he has suffered injury in fact and
20 has lost money as a result of Defendants' conduct.

21 51. Plaintiff and the Class seek restitutionary disgorgement from Defendants, and an
22 injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct
23 alleged herein.

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PRAYER

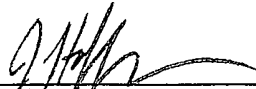
WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public, prays for judgment against Defendants as follows:

- A. An order that this action may proceed and be maintained as a class action;
- B. Awarding Plaintiff and Class members compensatory damages in an amount according to proof at trial;
- C. Awarding restitutionary disgorgement from Defendants to Plaintiff and the Class;
- D. Any and all remedies for breach of express warranty, including under California Civil Code §1794;
- E. Any and all remedies pursuant to the Song-Beverly Act, including under California Civil Code §1794;
- F. Attorney’s fees and costs;
- G. For such other relief the Court deems just and proper.

DATED: April 6, 2018

HAFNER LAW PC

By:



 Joshua H. Haffner
 Graham Lambert
 Attorneys for Plaintiff and others
 Similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for himself and the Class members on all claims or causes of action so triable.

DATED: April 6, 2018

HAFFNER LAW PC

By:



Joshua H. Haffner
Graham Lambert
Attorneys for Plaintiff and others
Similarly situated

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VERIFICATION OF GIORGIO ENEA

I, Giorgio Enea, declare as follows:

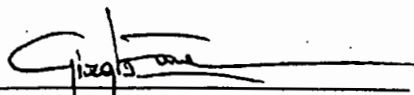
1. I am the Plaintiff in the above-referenced case, including with respect to the First Cause of Action for Violation of the Consumer Legal Remedies Act. I am a competent adult, over eighteen years of age, and a resident of the State of California. I am making this declaration in support of my Class Action Complaint against Defendants Mercedes-Benz USA, LLC, and Daimler AG.

2. On July 17, 2015, I leased a new 2015 Mercedes Benz, GLA 250W4, Vehicle Identification Number WDCTG4GB6FJ141448, from RAB Motors/Mercedes Benz of Marin, an authorized Mercedes Benz dealership, in San Rafael, California.

3. I reside in Oakland, California. Accordingly, pursuant to California Civil Code section 1780(d), the Superior Court of the State of California, County of Alameda is the proper venue for my claims for Violation of the Consumer Legal Remedies Act.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed this 6th day of April, 2018 in Oakland, California



Giorgio Enea



16204002

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Joshua H. Haffner, SBN 188652; Graham G. Lambert, SBN 303056
 Haffner Law PC
 445 S. Figueroa Street, Suite 2325
 Los Angeles, CA 90071
 TELEPHONE NO.: 213-514-5681 FAX NO.: 213-514-5682
 ATTORNEY FOR (Name): Plaintiff(s)

FOR COURT USE ONLY

FILED
ALAMEDA COUNTY

APR 06 2018

CLERK OF THE SUPERIOR COURT

By

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda
 STREET ADDRESS: 1225 Fallon Street
 MAILING ADDRESS:
 CITY AND ZIP CODE: Oakland, CA 94612
 BRANCH NAME:

CASE NAME:
 Giorgio Enea v Mercedes-Benz USA, LLC, et al.

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

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

CASE NUMBER:
RG18899964

JUDGE:
 DEPT:

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

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

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

Date: April 6, 2018
 Joshua H. Haffner

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

<p>Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35)</p> <p>Employment Wrongful Termination (36) Other Employment (15)</p>	<p>Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)</p> <p>Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)</p> <p>Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)</p> <p>Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>Miscellaneous Civil Complaint RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>)</p> <p>Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title:	Case Number:
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CIVIL CASE COVER SHEET ADDENDUM

**THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

<input checked="" type="checkbox"/> Oakland, Rene C. Davidson Alameda County Courthouse (446)	<input type="checkbox"/> Hayward Hall of Justice (447)
	<input type="checkbox"/> Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	<input type="checkbox"/> 34 Auto tort (G) Is this an uninsured motorist case? <input type="checkbox"/> yes <input type="checkbox"/> no
Other PI /PD / WD Tort	Asbestos (04)	<input type="checkbox"/> 75 Asbestos (D)
	Product liability (24)	<input type="checkbox"/> 89 Product liability (<u>not</u> asbestos or toxic tort/environmental) (G)
	Medical malpractice (45)	<input type="checkbox"/> 97 Medical malpractice (G)
	Other PI/PD/WD tort (23)	<input type="checkbox"/> 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07)	<input type="checkbox"/> 79 Bus tort / unfair bus. practice (G)
	Civil rights (08)	<input type="checkbox"/> 80 Civil rights (G)
	Defamation (13)	<input type="checkbox"/> 84 Defamation (G)
	Fraud (16)	<input type="checkbox"/> 24 Fraud (G)
	Intellectual property (19)	<input type="checkbox"/> 87 Intellectual property (G)
	Professional negligence (25)	<input type="checkbox"/> 59 Professional negligence - non-medical (G)
	Other non-PI/PD/WD tort (35)	<input type="checkbox"/> 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36)	<input type="checkbox"/> 38 Wrongful termination (G)
	Other employment (15)	<input type="checkbox"/> 85 Other employment (G)
		<input type="checkbox"/> 53 Labor comm award confirmation
		<input type="checkbox"/> 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06)	<input checked="" type="checkbox"/> 04 Breach contract / Wrnty (G)
	Collections (09)	<input type="checkbox"/> 81 Collections (G)
	Insurance coverage (18)	<input type="checkbox"/> 86 Ins. coverage - non-complex (G)
	Other contract (37)	<input type="checkbox"/> 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14)	<input type="checkbox"/> 18 Eminent domain / Inv Cdm (G)
	Wrongful eviction (33)	<input type="checkbox"/> 17 Wrongful eviction (G)
	Other real property (26)	<input type="checkbox"/> 36 Other real property (G)
Unlawful Detainer	Commercial (31)	<input type="checkbox"/> 94 Unlawful Detainer - commercial
	Residential (32)	<input type="checkbox"/> 47 Unlawful Detainer - residential
	Drugs (38)	<input type="checkbox"/> 21 Unlawful detainer - drugs
		Is the deft. in possession of the property? <input type="checkbox"/> Yes <input type="checkbox"/> No
Judicial Review	Asset forfeiture (05)	<input type="checkbox"/> 41 Asset forfeiture
	Petition re: arbitration award (11)	<input type="checkbox"/> 62 Pet. re: arbitration award
	Writ of Mandate (02)	<input type="checkbox"/> 49 Writ of mandate
	Other judicial review (39)	<input type="checkbox"/> 64 Other judicial review
		Is this a CEQA action (Publ.Res.Code section 21000 et seq) <input type="checkbox"/> Yes <input type="checkbox"/> No
Provisionally Complex	Antitrust / Trade regulation (03)	<input type="checkbox"/> 77 Antitrust / Trade regulation
	Construction defect (10)	<input type="checkbox"/> 82 Construction defect
	Claims involving mass tort (40)	<input type="checkbox"/> 78 Claims involving mass tort
	Securities litigation (28)	<input type="checkbox"/> 91 Securities litigation
	Toxic tort / Environmental (30)	<input type="checkbox"/> 93 Toxic tort / Environmental
	Ins covrg from cmplx case type (41)	<input type="checkbox"/> 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	<input type="checkbox"/> 19 Enforcement of judgment
		<input type="checkbox"/> 08 Confession of judgment
Misc Complaint	RICO (27)	<input type="checkbox"/> 90 RICO (G)
	Partnership / Corp. governance (21)	<input type="checkbox"/> 88 Partnership / Corp. governance (G)
	Other complaint (42)	<input type="checkbox"/> 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	<input type="checkbox"/> 06 Change of name
		<input type="checkbox"/> 69 Other petition



16204001

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

MERCEDES-BENZ USA, LLC; DAIMLER AG; and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

GIORGIO ENEA, an individual; on behalf of himself and all others similarly situated

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

FILED

ALAMEDA COUNTY

APR 06 2018

CLERK OF THE SUPERIOR COURT

By

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

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

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

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

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

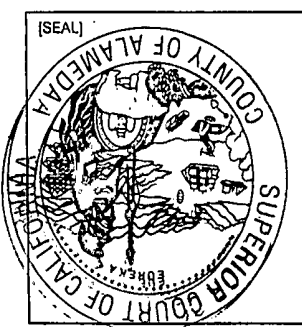
The name and address of the court is:
(El nombre y dirección de la corte es): Alameda Superior Court
1225 Fallon Street
Oakland, CA 94612

CASE NUMBER:
(Número del Caso): **RG18899964**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Haffner Law PC, 445 S. Figueroa Street, Suite 2325, Los Angeles, CA 90071 (213) 514-5681

DATE: **APR 06 2018** **Chad Finke** Clerk, by Deputy (Adjunto)
(Fecha) (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
 - by personal delivery on (date):

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Mercedes-Benz Sunroofs 'Prone to Spontaneous Exploding, Shattering, Cracking'](#)
