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and the Proposed Class

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

GABRIEL LAHIJANI and
KARENDEEP "KARINA" BATH,
individually and on behalf of all others
similarly situated,

Plaintiff,

V.

MERCEDES-BENZ USA, LLC, a
Delaware limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: _____

CLASS ACTION COMPLAINT FOR:

1. PRODUCTS LIABILITY – DESIGN DEFECT;
2. PRODUCTS LIABILITY – FAILURE TO WARN;
3. NEGLIGENCE;
4. BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE SONG-BEVERLY CONSUMER WARRANTY ACT (Cal. Civ. Code §§ 1791.1, 1792, 1794);
5. VIOLATIONS OF THE CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code § 1750 et seq.)—INJUNCTIVE RELIEF ONLY;
6. VIOLATIONS OF UNFAIR COMPETITION LAW (Bus. & Prof. Code § 17200 et seq.);
7. FRAUDULENT NON-DISCLOSURE

JURY TRIAL DEMANDED

NATURE OF THE ACTION

1. This class action arises from a dangerous and undisclosed design defect in certain Mercedes-AMG vehicles: a raised metallic AMG logo badge positioned on the driver’s and front-passenger seats in an area reasonably expected to contact an occupant’s upper back, neck, or shoulder.
2. When an affected vehicle is parked in the California sun—an ordinary and foreseeable condition—the badge can become hot enough to cause a thermal burn upon brief contact with exposed skin. No adequate warning of this hazard appears on the badge, or in the vehicle documentation provided to Plaintiffs.
3. In early 2026, Plaintiff Gabriel Lahijani (“Mr. Lahijani”), a Los Angeles resident, leased a new 2026 Mercedes-AMG E-Class vehicle from an authorized Mercedes-Benz dealership in Los Angeles, California.
4. On May 31, 2026, after the vehicle had been parked in the sun, Mr. Lahijani entered it while wearing a tank top en route to the gym. His left upper back briefly contacted the raised AMG logo badge on the driver’s seat, causing immediate severe pain and a burn visibly bearing the distinctive AMG design.
5. Mr. Lahijani sought urgent-care treatment and was diagnosed with a second-degree burn. A board-certified dermatologist subsequently documented first- and second-degree burns with crusting and deflated bullae, described the injury as “AMG inscribed,” attributed it to the interior car-logo plaque, photographed it, and advised Mr. Lahijani concerning wound care, likely discoloration, and possible scarring.
6. Approximately six weeks later, on July 14, 2026, Plaintiff Karendeep “Karina” Bath (“Ms. Bath”), a resident of Chatsworth, California, suffered a materially identical injury from the same defective design. After parking her Mercedes-AMG vehicle on Ventura Boulevard in Los Angeles, Ms. Bath returned to the vehicle and, while wearing a sleeveless top, entered the driver’s seat. Her shoulder immediately contacted

1 the raised AMG logo badge on the seat, causing a burning sensation. She did not
2 initially realize she had been burned; over the following days, a mark in the shape of
3 the AMG logo darkened and became visible on her skin, consistent with a thermal
4 contact burn.

- 5
- 6 7. Ms. Bath's vehicle was purchased and the same challenged badge design is present on
7 both the driver's and front-passenger seats of her vehicle, consistent with the badge's
8 presence on Mr. Lahijani's vehicle.
- 9
- 10 8. The distinct mechanism of injury—sun exposure followed by skin contact with the
11 raised metal badge while wearing clothing that left the shoulder area exposed—was
12 materially the same for both Plaintiffs, notwithstanding that their vehicles, purchase
13 methods, and injury dates differed.
- 14
- 15 9. Neither Plaintiff misused their vehicle. Parking an automobile in the sun and wearing
16 clothing that leaves the shoulder exposed while entering it on a warm Los Angeles day
17 are ordinary and foreseeable.
- 18
- 19 10. MBUSA placed into the stream of commerce vehicles containing a raised metallic
20 emblem in an occupant-contact zone without an adequate thermal safeguard, warning,
21 or disclosure. The same alleged defect produces both a present economic injury—the
22 need for an effective replacement—and the risk of precisely the physical injuries
23 suffered by Mr. Lahijani and Ms. Bath.
- 24
- 25 11. Plaintiffs bring this action under Federal Rules of Civil Procedure 23(a), 23(b)(2),
26 23(b)(3), and, alternatively, 23(c)(4), on behalf of persons who purchased or leased
27 Mercedes-AMG vehicles equipped with the challenged raised AMG logo badge in
28 California.
12. Plaintiffs assert claims for strict products liability (design defect and failure to warn),
negligence, breach of the implied warranty of merchantability under the Song-Beverly

1 Consumer Warranty Act, violations of the Consumers Legal Remedies Act (“CLRA”)
2 and Unfair Competition Law (“UCL”), and fraudulent non-disclosure.

- 3
4 13. Plaintiffs seek individual compensatory and punitive damages; relief available under
5 Song-Beverly and the UCL; and prospective relief requiring notice and an effective,
6 no-cost repair or replacement that eliminates the thermal-contact hazard. In this
7 original Complaint, Plaintiffs seek only injunctive relief under the CLRA and reserve
8 the right to amend to seek CLRA damages after satisfying Civil Code section 1782.

9
10 **JURISDICTION AND VENUE**

- 11 14. This Court has subject-matter jurisdiction under the Class Action Fairness Act of 2005
12 (“CAFA”), 28 U.S.C. § 1332(d)(2), because: (a) the proposed Class exceeds 100
13 members; (b) at least one Class member is a citizen of a state different from at least
14 one Defendant; and (c) the aggregate amount in controversy exceeds \$5,000,000,
15 exclusive of interest and costs. The proposed relief includes the aggregate cost of an
16 effective replacement for affected vehicles, restitution, and other recoverable monetary
17 relief. The precise number of affected vehicles and replacement cost are reflected in
18 records and component data maintained by MBUSA and are not presently available to
19 Plaintiffs.
- 20 15. This Court has supplemental jurisdiction over Plaintiffs’ and the Class members’
21 California-law claims under 28 U.S.C. § 1367 because those claims form part of the
22 same case or controversy within the Court’s original CAFA jurisdiction.
- 23
24 16. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part
25 of the events and omissions giving rise to this action occurred in Los Angeles County,
26 within the Western Division of the Central District of California. Mr. Lahijani resides
27 in Los Angeles County, leased the vehicle from an authorized dealership in Los
28 Angeles County, and sustained his burn injury in Los Angeles County. Ms. Bath

1 resides in Chatsworth, within Los Angeles County, and sustained her burn injury in
2 Los Angeles County.

3
4 17. MBUSA regularly transacts business in this District through an extensive network of
5 authorized Mercedes-AMG dealerships throughout Los Angeles County and Southern
6 California.

7 **PARTIES**

8 **A. Plaintiffs**

9
10 18. Plaintiff Gabriel Lahijani is an individual residing in Los Angeles, California, and a
11 citizen of the State of California.

12
13 19. In early 2026, Mr. Lahijani leased a new 2026 Mercedes-AMG E-Class vehicle from
14 an authorized Mercedes-Benz dealership in Los Angeles, California. The vehicle was
15 equipped with the challenged raised AMG logo badge on the driver's seat.

16
17 20. On May 31, 2026, following sun exposure to the parked vehicle, Mr. Lahijani
18 sustained a second-degree burn to his left upper back upon direct skin contact with the
19 heated metal AMG badge while wearing a tank top.

20
21 21. Mr. Lahijani was treated at urgent care and subsequently evaluated by a board-certified
22 dermatologist. The dermatologist documented first- and second-degree burns,
23 including crusting and deflated bullae; described the injury as "AMG inscribed";
24 attributed the burn to the interior car-logo plaque; photographed the injury; and advised
25 Mr. Lahijani that discoloration was likely and scarring could not yet be ruled out.

26
27 22. Plaintiff Karendeep "Karina" Bath is an individual residing in Chatsworth, California,
28 and a citizen of the State of California.

23. Ms. Bath purchased, for cash, a Mercedes-AMG vehicle equipped with the challenged
raised AMG logo badge on both the driver's and front-passenger seats.

1 24. On July 14, 2026, after her vehicle had been parked on Ventura Boulevard in Los
2 Angeles while she had lunch, Ms. Bath sustained a burn to her shoulder upon direct
3 skin contact with the heated metal AMG badge while wearing a sleeveless top. A mark
4 in the distinctive shape of the AMG logo subsequently appeared and darkened on her
5 skin over the following days, consistent with a thermal contact burn.

6
7 **B. Defendant**

8 25. Defendant Mercedes-Benz USA, LLC ("MBUSA") is a limited liability company
9 organized under the laws of Delaware, registered to do business in California.

10
11 26. MBUSA's principal place of business is located at One Mercedes-Benz Drive, Sandy
12 Springs, Georgia 30328. MBUSA is therefore a citizen of Delaware and Georgia for
13 purposes of diversity and CAFA jurisdiction under 28 U.S.C. § 1332(c)(1) and (d)(10).

14 27. MBUSA distributes, markets, warrants, and places Mercedes-Benz and
15 Mercedes-AMG vehicles into the stream of commerce in the United States, including
16 the vehicles leased or purchased by Plaintiffs and other vehicles equipped with the
17 challenged badge.

18
19 28. On information and belief, MBUSA participates in specifying, approving, testing,
20 and/or implementing the vehicle components and warnings used in vehicles sold or
21 leased in the United States.

22 29. Plaintiffs are ignorant of the true names and capacities of Defendants sued as DOES 1
23 through 50, inclusive, and therefore sue these Defendants by fictitious names.
24 Plaintiffs will amend this Complaint to allege their true names and capacities when
25 ascertained.

26
27 30. On information and belief, the Doe Defendants include component manufacturers,
28 suppliers, and distributors responsible for the design, manufacture, or specification of
the AMG logo badge.

STATEMENT OF FACTS

A. The AMG Logo Badge Defect

31. Mercedes-AMG is Mercedes-Benz's performance marque. AMG vehicles are marketed and leased or sold as premium vehicles featuring distinctive AMG-branded interior details.

32. Certain Mercedes-AMG vehicles, including the vehicles leased and purchased by Plaintiffs, contain a raised metallic AMG logo badge on the driver's and front-passenger seats. The three-dimensional emblem is positioned in an area that can contact an occupant's upper back, neck, or shoulder during ordinary entry, seating, or movement.

33. Vehicle interiors exposed to sunlight can reach temperatures substantially above ambient temperature. Metallic interior components conduct and transfer thermal energy rapidly. A raised metallic surface located in an occupant-contact area can therefore present a concentrated thermal-contact hazard when the vehicle is parked in the sun.

34. The challenged badge's material, raised design, placement, and limited contact area can cause heat to transfer rapidly to exposed skin. The danger is not apparent to an occupant before contact and is not eliminated by ordinary and foreseeable vehicle use.

35. On information and belief, the challenged badge was specified, approved, distributed, and installed without an adequate thermal safeguard, insulating surface, protective covering, or placement outside the reasonably foreseeable occupant-contact zone.

36. Feasible alternatives existed and exist, including a visually comparable heat-resistant polymer emblem, a leather- or fabric-covered embossed design, a thermally insulated composite, an effective insulating or protective surface, or placement outside the reasonably foreseeable occupant-contact area.

1 37. No warning, caution, or safety notice provided with either Plaintiff's vehicle alerted
2 them that the raised AMG logo badge could become hot enough during ordinary sun
3 exposure to cause a thermal burn upon contact with exposed skin.

4
5 38. A reasonable purchaser or lessee of a premium Mercedes-AMG vehicle would not
6 expect an interior emblem intentionally placed in an occupant-contact area to cause
7 first- and second-degree burns during ordinary use.

8
9 39. On information and belief, MBUSA knew or should have known of the hazard through
10 the design, materials selection, validation, hot-weather evaluation, and safety testing
11 necessary to approve an interior metallic component for occupant-contact areas; its
12 access to field, dealer, warranty, and consumer data; and established engineering
13 knowledge concerning foreseeable vehicle-interior temperatures and thermal contact
14 with metallic surfaces. The nature and extent of MBUSA's pre-sale knowledge are
15 particularly within its possession and will be the subject of discovery.

16 **B. Plaintiff Gabriel Lahijani's Injury**

17 40. In early 2026, Mr. Lahijani leased a new 2026 Mercedes-AMG E-Class vehicle from
18 an authorized Mercedes-Benz dealership in Los Angeles. The vehicle was delivered
19 with the challenged raised AMG logo badge on the driver's seat.

20
21 41. On May 31, 2026, Mr. Lahijani's vehicle had been parked in the sun in Los Angeles.
22 While wearing a tank top en route to the gym, he entered the driver's seat and his left
23 upper back briefly contacted the raised AMG badge. He immediately experienced
24 severe pain and discomfort.

25 42. Mr. Lahijani sought treatment at an urgent care facility, where he was diagnosed with a
26 second-degree burn to his left upper back. The second-degree burn was confirmed by
27 the presence of blisters at the site of contact.
28

1 43. On June 3, 2026, a board-certified dermatologist examined Mr. Lahijani. The physician
2 documented first- and second-degree burns with crusting and deflated bullae, described
3 the injury as “AMG inscribed,” attributed it to the interior car-logo plaque, and
4 photographed it. The physician advised that discoloration was likely and that the
5 presence and severity of future scarring could not yet be determined.

6
7 44. The distinctive configuration of the burn on Mr. Lahijani’s left upper back visibly
8 corresponded to the AMG logo badge on the driver’s seat.

9
10 45. At all relevant times, Mr. Lahijani used the vehicle in an ordinary and reasonably
11 foreseeable manner. He did not alter or misuse the challenged badge. The badge
12 remains present in the leased vehicle, and without an effective replacement or repair,
13 Mr. Lahijani remains exposed to the hazard during ordinary vehicle use.

14 **C. Plaintiff Karendeep “Karina” Bath’s Injury**

15 46. Ms. Bath purchased, for cash, a Mercedes-AMG vehicle equipped with the challenged
16 raised AMG logo badge on both the driver’s and front-passenger seats.

17
18 47. On July 14, 2026, Ms. Bath parked her vehicle on Ventura Boulevard in Los Angeles
19 and had lunch with a friend at a nearby restaurant for approximately ninety minutes.
20 Upon returning to the vehicle, Ms. Bath and her friend entered simultaneously, with
21 the friend seated in the front-passenger seat.

22 48. Immediately upon sitting down, Ms. Bath experienced a burning sensation at her
23 shoulder, which she initially attributed to ordinary heating of the leather seat. The
24 sensation persisted and worsened over the following minutes.

25
26 49. Ms. Bath did not immediately realize she had sustained a burn. Over the following
27 days, she observed that a mark on her shoulder was darkening rather than fading, and
28 upon closer inspection recognized that the mark bore the distinctive shape of the AMG
logo, corresponding to the raised metal badge on her vehicle’s seat.

1 50. Ms. Bath is currently obtaining a formal medical diagnosis of her injury, including
2 documentation of the burn's degree and any treatment plan. Plaintiffs will supplement
3 or amend these allegations as that documentation is obtained.

4
5 51. At all relevant times, Ms. Bath used the vehicle in an ordinary and reasonably
6 foreseeable manner. She did not alter or misuse the challenged badge. The badge
7 remains present in her vehicle on both the driver's and front-passenger seats, and
8 without an effective replacement or repair, Ms. Bath remains exposed to the hazard
9 during ordinary vehicle use.

10 **D. MBUSA's Knowledge and Failure to Act**

11
12 52. MBUSA previously defended Callaway v. Mercedes-Benz USA, LLC, Case No.
13 8:14-cv-02011-JVS (C.D. Cal.), which involved allegations that interior seating
14 components in certain Mercedes-Benz vehicles overheated and caused occupant burns.
15 Although Callaway concerned a different heating mechanism, it placed MBUSA on
16 notice of the serious consequences of thermal hazards in vehicle seating areas and the
17 need for adequate testing, warnings, and corrective measures.

18
19 53. Independent of Callaway, MBUSA knew or should have known that California
20 vehicles are foreseeably parked in direct sunlight and that metallic interior components
21 positioned where occupants may contact them must be evaluated for safe skin-contact
22 temperatures.

23 54. Despite that knowledge, MBUSA leased and sold affected Mercedes-AMG vehicles
24 without providing an adequate thermal-contact warning or an effective replacement for
25 the challenged badge.

26
27 55. The details of MBUSA's design validation, material specifications, temperature testing,
28 field data, complaints, warranty information, and internal communications are
uniquely within MBUSA's control and are expected to show when MBUSA learned of
the challenged badge's propensity to reach unsafe contact temperatures.

1 56. MBUSA has not provided either Plaintiff with a warning, protective covering,
2 replacement badge that eliminates the alleged hazard. As a result, affected vehicles
3 remain in use with the challenged component.
4

5 **CLASS ACTION ALLEGATIONS**

6 57. Plaintiffs bring this action under Rules 23(a), 23(b)(2), 23(b)(3), and, alternatively,
7 23(c)(4), individually and on behalf of the classes and subclass defined below.
8

9 **A. Class Definition**

10 58. Plaintiffs propose the following classes and subclass, subject to refinement through
11 discovery: California Class: All persons in California who, during the four years
12 preceding the filing of this action through the date of class certification, purchased or
13 leased a Mercedes-AMG vehicle equipped with a raised metallic AMG logo badge
14 positioned on the driver's or front-passenger seat in an area reasonably expected to
15 contact an occupant. Current Owner/Lessee Replacement Class: All persons in
16 California who currently own or lease such a vehicle, whose vehicle remains equipped
17 with the challenged badge, and who have not received an effective repair or
18 replacement eliminating the alleged thermal-contact hazard. Song-Beverly Subclass:
19 All members of the California Class who acquired a new affected vehicle in California
20 as an original retail purchaser or qualifying lessee for personal, family, or household
21 purposes and whose implied warranty claim is timely under applicable law.
22 Thermal-Injury Subclass: All members of the California Class who sustained a burn or
23 other physical injury through contact with the heated AMG logo badge. Collectively,
24 these groups are referred to as the "Class" except where differentiation is necessary.

25 59. Excluded are: (a) the presiding judicial officer and immediate family or judicial staff;
26 (b) MBUSA and its officers and directors; (c) persons who validly released the claims
27 asserted here; and (d) persons who timely and validly request exclusion from any Rule
28 23(b)(3) class certified by the Court.

1 60. Plaintiffs reserve the right to modify the definitions and identify specific models,
2 model years, seat configurations, badge designs, and component part numbers after
3 discovery concerning when the challenged design was introduced, modified, or
4 discontinued.

5 **B. Rule 23(a) Prerequisites**

6 61. Numerosity. Joinder is impracticable. MBUSA distributed, sold, and leased numerous
7 Mercedes-AMG vehicles in California during the Class period. The precise number
8 and identity of Class members can be determined from MBUSA's
9 vehicle-identification, sales, lease, warranty, and component records and records
10 available from its authorized dealers.

11 62. Commonality. Common questions capable of classwide resolution include: (a) whether
12 the raised metal AMG seat logo badge constitutes a design defect under California law;
13 (b) whether MBUSA knew or should have known that the badge could reach
14 temperatures sufficient to cause burns to occupants with exposed skin under ordinary
15 California conditions; (c) whether MBUSA had a duty to disclose the burn hazard prior
16 to sale; (d) whether MBUSA intentionally concealed and failed to disclose the burn
17 hazard; (e) whether MBUSA's conduct constitutes strict products liability for failure to
18 warn under California law; (f) whether MBUSA's conduct violates the Song-Beverly
19 Consumer Warranty Act, the CLRA, and the UCL; (g) whether a common repair or
20 replacement can eliminate the alleged hazard and whether MBUSA should provide it
21 without charge; (h) whether MBUSA's common conduct caused economic injury
22 measured by the cost of an effective replacement and/or the difference between the
23 value represented and the value delivered; (i) whether the affected vehicles were
24 merchantable; and (j) whether Class members are entitled to restitution, other available
25 relief, and attorneys' fees.

26 63. Typicality. Plaintiffs each acquired a vehicle containing the challenged badge during
27 the Class period, did not receive a warning or effective replacement, suffered the same
28 alleged economic injury and ongoing replacement need as the Class, and each

1 sustained a physical injury defining the Thermal-Injury Subclass through the same
2 causal mechanism—sun exposure followed by skin contact with the raised metal
3 badge. Their additional physical damages arise from the same alleged defect and do
4 not conflict with the Class’s interest in proving that defect and obtaining effective
5 relief.

6
7 64. Adequacy. Plaintiffs will fairly and adequately protect the Class. Each understands the
8 responsibilities of a proposed class representative, has authorized prosecution of the
9 class claims, has no interest antagonistic to the Class, and has retained counsel to
10 prosecute this action.

11 **C. Rule 23(b)(2) -- Injunctive Relief**

12 65. Certification under Rule 23(b)(2) is appropriate for the Current Owner/Lessee
13 Replacement Class because MBUSA has acted or refused to act on grounds generally
14 applicable to that Class. Prospective relief requiring MBUSA to provide notice and an
15 effective, no-cost repair or replacement eliminating the alleged hazard would apply
16 uniformly.

17
18 **D. Rule 23(b)(3) -- Damages Class**

19 66. Certification under Rule 23(b)(3) is appropriate because common questions
20 predominate over individualized questions concerning the challenged design, its
21 thermal properties, MBUSA’s knowledge and omissions, the absence of adequate
22 warnings, and the availability and cost of a common replacement. A class action is
23 superior because the cost of individual litigation would be disproportionate to the
24 replacement-related economic loss of most Class members and separate actions would
25 risk inconsistent adjudications.

26
27 **E. Rule 23(c)(4)—Issue Certification**

28 67. Alternatively, certification under Rule 23(c)(4) is appropriate for common issues
including: the challenged badge’s design and material characteristics; whether it can
reach unsafe contact temperatures during foreseeable use; whether the design is

defective; whether feasible safer alternatives existed; MBUSA's knowledge; the adequacy of warnings and disclosures; and whether a common repair or replacement can eliminate the hazard. Resolution of these issues would materially advance the litigation even if individual injury or damages questions require separate proceedings.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Strict Products Liability—Design Defect)

(By Plaintiffs Individually, on Behalf of the Thermal-Injury Subclass, and for Common-Issue Treatment Against All Defendants)

68. Plaintiffs reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.
69. At all relevant times, Defendants were in the business of designing, manufacturing, distributing, specifying, approving, and/or selling affected Mercedes-AMG vehicles and the challenged badge component. Defendants placed the vehicles into the stream of commerce in California.
70. The challenged badge was defectively designed under the consumer-expectations test. An ordinary consumer would not expect an interior emblem positioned in an occupant-contact area to become hot enough during foreseeable sun exposure to cause first- and second-degree burns upon brief contact.
71. The badge was also defective under the risk-benefit test. The risk of painful thermal burns, blistering, discoloration, scarring, and medical treatment outweighs any marginal aesthetic benefit of using the challenged raised metallic design and placement. Feasible alternatives included a heat-resistant emblem, protective surface, effective insulation, or placement outside the occupant-contact area.
72. The defect was a substantial factor in causing Mr. Lahijani's and Ms. Bath's injuries. The existence and nature of the common design, its capacity to reach unsafe

1 temperatures, and the availability of a common replacement are also appropriate for
2 classwide or Rule 23(c)(4) issue adjudication.

3
4 73. As a direct and proximate result of the design defect, Plaintiffs have suffered and
5 continue to suffer damages including medical expenses, pain and suffering, emotional
6 distress, and permanent or temporary scarring and disfigurement, in amounts to be
7 proven at trial.

8 **SECOND CAUSE OF ACTION**

9 **(Strict Products Liability -- Failure to Warn)**

10 **(By Plaintiffs Individually and on Behalf of the Class Against All Defendants)**

11 74. Plaintiffs reallege and incorporate by reference each and every allegation contained
12 above as though fully set forth herein.

13
14 75. The AMG logo badge was further defective in that it lacked any warning, caution, or
15 safety notice alerting consumers that the metal badge could reach temperatures
16 sufficient to cause serious burns upon contact with exposed skin under ordinary
17 California conditions.

18 76. Defendants knew or should have known of the hazard through their design, materials
19 selection, validation and safety testing, access to field and warranty data, and
20 established engineering knowledge concerning foreseeable vehicle-interior
21 temperatures and skin contact with metallic surfaces.

22
23 77. MBUSA had a duty to warn consumers of the burn hazard prior to sale and to include
24 appropriate warnings in the vehicle's documentation and on or near the seat badge.
25 MBUSA breached that duty entirely -- no warning of any kind was provided.

26
27 78. Had Plaintiffs received an adequate warning, they would have avoided exposed-skin
28 contact, demanded an effective replacement, or declined to lease or purchase their
vehicles on the terms charged. A uniform warning would likewise have allowed Class
members to protect themselves and seek correction of the challenged design.

1 79. The absence of an adequate warning was a substantial factor in causing Plaintiffs'
2 injuries. The adequacy of MBUSA's uniform warnings and disclosures is also
3 appropriate for classwide or Rule 23(c)(4) issue adjudication.
4

5 **THIRD CAUSE OF ACTION**

6 **(Negligence)**

7 **(By Plaintiffs Individually, on Behalf of the Thermal-Injury Subclass, and for**
8 **Common-Issue Treatment Against All Defendants)**

9 80. Plaintiffs reallege and incorporate by reference each and every allegation contained
10 above as though fully set forth herein.

11 81. Defendants owed Plaintiffs and foreseeable vehicle occupants a duty to exercise
12 reasonable care in designing, specifying, testing, distributing, and warning about an
13 interior component positioned where it could contact exposed skin during ordinary
14 vehicle use.

15 82. Defendants breached that duty by approving and distributing the challenged badge
16 without adequate thermal safeguards; failing to conduct or heed reasonable
17 hot-weather and skin-contact testing; failing to provide an adequate warning; and
18 failing to provide an effective repair or replacement after learning or having reason to
19 learn of the hazard.
20

21 83. The breach was a substantial factor in causing Mr. Lahijani's and Ms. Bath's burns.
22 Each Plaintiff used their vehicle in an ordinary and reasonably foreseeable manner.

23 84. As a direct and proximate result of MBUSA's negligence, Plaintiffs suffered and
24 continue to suffer damages including medical expenses, pain and suffering, emotional
25 distress, and permanent or temporary scarring.
26

27 **FOURTH CAUSE OF ACTION**

28 **(Breach of Implied Warranty of Merchantability Under**
the Song-Beverly Consumer Warranty Act)
(Cal. Civ. Code §§ 1791.1, 1792, 1794)

(By Plaintiffs Individually and on Behalf of the Song-Beverly Subclass Against MBUSA)

85. Plaintiffs reallege and incorporate by reference each and every allegation contained above as though fully set forth herein.

86. Plaintiffs' vehicles and the affected vehicles are "consumer goods" under Civil Code section 1791. Mr. Lahijani acquired his new vehicle in California through a lease exceeding four months for personal, family, or household use from a lessor regularly engaged in leasing such vehicles and therefore is a "buyer" entitled to Song-Beverly protection. Ms. Bath acquired her new vehicle in California through a retail purchase for personal, family, or household use and therefore is likewise a "buyer" entitled to Song-Beverly protection. MBUSA is the manufacturer and distributor of the affected vehicles.

87. Under Civil Code sections 1791.1 and 1792, MBUSA impliedly warranted that the affected vehicles were merchantable, including that they were fit for the ordinary purposes for which such vehicles are used, adequately contained, packaged, and labeled, and conformed to the promises or affirmations of fact made on their containers or labels.

88. A vehicle containing an undisclosed interior component capable of causing first- and second-degree burns during foreseeable use is not of merchantable quality or fit for its ordinary purpose.

89. MBUSA breached the implied warranty of merchantability by distributing new affected vehicles containing an undisclosed interior component capable of causing thermal burns during ordinary and foreseeable use, without an effective warning or correction.

90. As a direct and proximate result, Plaintiffs and Song-Beverly Subclass members suffered actual damages, including the loss in value and reasonable cost of an effective replacement, in amounts to be proven. Plaintiffs also suffered consequential physical

1 injury and related damages. Plaintiffs seek recovery under Civil Code section 1794,
2 including costs and reasonable attorneys' fees. Plaintiffs reserve any claim for a civil
3 penalty unless and until facts supporting willfulness are developed.

4
5 **FIFTH CAUSE OF ACTION**

6 **(Violations of the Consumers Legal Remedies Act)**

7 **(Cal. Civ. Code § 1750 et seq.)**

8 **(By Plaintiffs Individually and on Behalf of the California Class Against
9 MBUSA—Injunctive Relief Only in This Original Complaint)**

10 91. Plaintiffs reallege and incorporate by reference each and every allegation contained
11 above as though fully set forth herein.

12 92. Plaintiffs are “consumers,” the affected vehicles are “goods,” and Plaintiffs’ lease and
13 purchase, respectively, are each a “transaction” within the meaning of Civil Code
14 section 1761 because Plaintiffs acquired their vehicles by lease or purchase for
15 personal, family, or household purposes.

16 93. In connection with the sale and lease of affected vehicles, MBUSA represented,
17 including through the vehicles’ premium AMG branding and safety-related omissions,
18 that the vehicles and their interior components had characteristics, benefits, uses, and
19 qualities they did not have, and were of a particular standard or quality when they were
20 of another, in violation of Civil Code section 1770(a)(5) and (7).

21 94. The undisclosed thermal-contact hazard was material. A reasonable consumer would
22 consider it important that an interior emblem positioned for foreseeable occupant
23 contact could cause first- and second-degree burns during ordinary use.

24 95. MBUSA had exclusive or superior knowledge of material facts concerning the badge’s
25 design, composition, placement, validation, foreseeable temperatures, and skin-contact
26 risk, and failed to disclose those facts before Plaintiffs’ transactions. Neither Plaintiff
27 knew, nor could either reasonably have discovered, the hazard before leasing or
28 purchasing their vehicle.

1 96. Plaintiffs relied on the absence of a safety disclosure and on the representation that
2 they were acquiring premium vehicles suitable for ordinary and safe occupancy. Had
3 the hazard been disclosed, Plaintiffs would not have leased or purchased their vehicles
4 on the same terms and would have required an effective correction.

5
6 97. The challenged badge remains in each Plaintiff's vehicle. Plaintiffs continue to face an
7 actual and imminent risk of contact with it during ordinary use, cannot rely on
8 MBUSA's current safety representations without an effective correction, and therefore
9 seek prospective relief preventing continued deception and requiring adequate notice
10 and an effective no-cost repair or replacement.

11
12 98. Under Civil Code section 1782(d), Plaintiffs may commence an action for injunctive
13 relief without first providing the notice required for damages. This original Complaint
14 seeks only injunctive relief under the CLRA. Plaintiffs will provide notice complying
15 with section 1782(a) and reserve the right, after expiration of the statutory period and
16 absent an appropriate correction, to amend this cause of action to seek damages and
17 other relief authorized by Civil Code section 1780.

18
19 **SIXTH CAUSE OF ACTION**

20 **(Violations of California Unfair Competition Law)**

21 **(Bus. & Prof. Code § 17200 et seq.)**

22 **(By Plaintiffs Individually and on Behalf of the Class Against MBUSA)**

23 99. Plaintiffs reallege and incorporate by reference each and every allegation contained
24 above as though fully set forth herein.

25 100. California Business and Professions Code section 17200 prohibits any "unlawful,
26 unfair or fraudulent business act or practice." MBUSA's conduct constitutes unfair
27 competition under each prong:

28 101. Unlawful. MBUSA's conduct violates the Song-Beverly Consumer Warranty Act,
Civil Code sections 1791.1, 1792, and 1794; the CLRA, Civil Code section 1770(a)(5)

1 and (7); and California law concerning the distribution of defective products and
2 concealment of material safety information.

3
4 102. Unfair. MBUSA's distribution and leasing or sale of affected Mercedes-AMG
5 vehicles without disclosing the alleged thermal-contact hazard, and its failure to
6 provide an effective replacement, cause substantial consumer injury that is not
7 reasonably avoidable and is not outweighed by countervailing benefits.

8 103. Fraudulent. The omission of an alleged burn hazard in an interior component
9 positioned for foreseeable occupant contact is likely to deceive a reasonable consumer.
10 A reasonable Mercedes-AMG consumer would expect that ordinary contact with a seat
11 emblem will not cause a thermal burn.

12
13 104. Plaintiffs and Class members suffered injury in fact and lost money or property
14 because they paid lease or purchase amounts for vehicles containing an undisclosed
15 defect and did not receive vehicles of the value represented. The cost of an effective
16 replacement provides a common measure of the present economic impact and
17 replacement need. Plaintiffs also incurred medical expenses as individual damages.

18 105. Under Business and Professions Code section 17203, Plaintiffs and the Class seek
19 restitution and prospective relief requiring notice and an effective, no-cost repair or
20 replacement. Plaintiffs seek nonduplicative equitable relief to the extent legal remedies
21 are inadequate and attorneys' fees under Code of Civil Procedure section 1021.5 and
22 other applicable law.

23
24 **SEVENTH CAUSE OF ACTION**

25 **(Fraudulent Non-Disclosure and Concealment)**

26 **(By Plaintiffs Individually and on Behalf of the Class Against MBUSA)**

27 106. Plaintiffs reallege and incorporate by reference each and every allegation contained
28 above as though fully set forth herein.

1 107. On information and belief, before Plaintiffs' respective lease and purchase,
2 MBUSA possessed material information concerning the challenged badge's design,
3 composition, placement, foreseeable temperatures, validation testing, and skin-contact
4 risk that was not reasonably available to consumers. The details of that knowledge are
5 particularly within MBUSA's possession.

6
7 108. The alleged hazard is material. A reasonable consumer would consider it important
8 in deciding whether and on what terms to purchase or lease a vehicle if an interior
9 emblem could cause first- and second-degree burns during ordinary use.

10 109. MBUSA had a duty to disclose material safety information within its exclusive or
11 superior knowledge concerning the challenged component. Plaintiffs could not
12 reasonably discover the badge's propensity to reach unsafe contact temperatures before
13 leasing or purchasing their vehicles.

14
15 110. On information and belief, MBUSA intentionally omitted the alleged hazard from
16 the vehicle documentation and sales or lease disclosures to preserve demand for
17 affected vehicles and avoid the cost of redesign, replacement, warnings, and corrective
18 action.

19 111. Mr. Lahijani leased his 2026 Mercedes-AMG E-Class from an authorized Los
20 Angeles dealership, and Ms. Bath purchased her Mercedes-AMG vehicle, in each case
21 without knowledge of the alleged hazard. Had it been disclosed, neither Plaintiff would
22 have leased or purchased their vehicle on the same terms, and each would have
23 required an effective correction.

24
25 112. As a direct result of the alleged concealment, Plaintiffs and Class members paid
26 amounts for vehicles worth less than represented and face the cost and need for an
27 effective replacement. Plaintiffs additionally suffered medical costs, pain,
28 discoloration, and possible scarring.

1 113. On information and belief, MBUSA's conduct was undertaken or ratified by
2 officers, directors, or managing agents responsible for vehicle safety, component
3 approval, warnings, and corrective action, with conscious disregard for occupant
4 safety. Plaintiffs seek punitive damages under California Civil Code section 3294 to
5 the extent permitted by proof.

6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs Gabriel Lahijani and Karendeep "Karina" Bath, individually and
9 on behalf of all Class members, respectfully pray for judgment against Defendant
10 Mercedes-Benz USA, LLC as follows:

- 11 A. An order certifying the California Class, Current Owner/Lessee Replacement Class,
12 Song-Beverly Subclass, and Thermal-Injury Subclass under Rules 23(a), 23(b)(2),
13 and/or 23(b)(3), or alternatively certifying appropriate common issues under Rule
14 23(c)(4), appointing Plaintiffs as Class Representatives, and appointing Justice Shield
15 Law PC as Class Counsel;
- 16
17 B. Prospective relief requiring MBUSA to: (1) provide an effective, no-cost repair or
18 replacement eliminating the alleged thermal-contact hazard; (2) notify current owners
19 and lessees of the hazard and available correction; and (3) provide adequate warnings
20 until the correction is completed;
- 21
22 C. Compensatory and actual damages for Plaintiffs' individual claims, including all
23 medical expenses, pain and suffering, emotional distress, and permanent or temporary
24 scarring and disfigurement, in amounts to be proven at trial;
- 25
26 D. Actual damages and other relief available under Song-Beverly, including reasonable
27 attorneys' fees and costs under Civil Code section 1794; restitution and other
28 nonduplicative relief restoring amounts in which Plaintiffs and Class members have an
ownership interest, measured as permitted by law; and no CLRA damages unless and
until Plaintiffs amend after satisfying Civil Code section 1782;

- 1 E. Punitive damages on Plaintiffs' individual claims and, if certified and legally
2 permissible, the Thermal-Injury Subclass claims, under California Civil Code section
3 3294;
- 4 F. Appropriate declaratory relief concerning the challenged design, warnings, and
5 MBUSA's obligation to provide an effective correction;
- 6 G. Attorneys' fees and costs under Civil Code sections 1780 and 1794, Code of Civil
7 Procedure section 1021.5, and other applicable law, as and when authorized;
- 8 H. Prejudgment and post-judgment interest to the extent permitted by law; and
- 9 I. Such other and further relief as the Court deems just and proper.
- 10
11
12

13 **JURY DEMAND**

14 Plaintiffs Gabriel Lahijani and Karendeep "Karina" Bath hereby demand a trial by jury on all
15 issues so triable.

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17

18 Dated: August 5, 2026

JUSTICE SHIELD LAW PC

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Brandon S. Younesi, Esq.
Attorneys for Plaintiffs, **GABRIEL
LAHIJANI and KARENDEEP
"KARINA" BATH** and the Proposed Class

ClassAction.org

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