

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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NORTH STATE AUTOBAHN INC. d/b/a
North State Custom,

Index No.: 67559/2017

Plaintiff,

-against-

AMENDED
VERIFIED COMPLAINT

MERCEDES-BENZ USA, LLC, CELEBRITY
AUTO OF WESTCHESTER, LLC d/b/a
Mercedes-Benz of Goldens Bridge, and S&L
COLLISION CENTER, INC.,

Defendants.

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Plaintiff, NORTH STATE AUTOBAHN INC. d/b/a North State Custom, by its attorneys,
Strassberg & Strassberg, P.C. and The Law Offices of Anthony J. Mamo, Jr., P.C as and for its
complaint, respectfully shows and alleges that:

The Parties

1. At all times herein set forth, plaintiff NORTH STATE AUTOBAHN INC. d/b/a
North State Custom (“North State Custom”) was and still is a corporation duly organized and
existing under and by virtue of the laws of the State of New York, and maintains an office for the
conduct of its business in the County of Westchester, Village of Bedford Hills and the State of
New York.

2. Upon information and belief, at all times herein set forth, defendant MERCEDES-
BENZ USA, LLC (“MBUSA”) was and still is a Delaware limited liability company authorized
to do business in the State of New York.

3. Upon information and belief, at all times herein set forth, defendant CELEBRITY
AUTO OF WESTCHESTER, LLC d/b/a Mercedes-Benz of Goldens Bridge (“Celebrity”) was and

still is a New Jersey limited liability company duly organized and existing under and by virtue of the laws of the State of New Jersey and authorized to do business in the State of New York.

4. Upon information and belief, S&L COLLISION CENTER, INC. ("S&L"), was and still is a corporation duly organized and existing under and by virtue of the laws of the State of New York, and maintains an office for the conduct of its business in the County of Westchester, Town of Hawthorne and the State of New York.

Background

5. North State Custom is an automobile collision repair shop located in Bedford Hills, New York. North State Custom is factory trained in repairing Audi, Cadillac, and Volkswagon automobiles and is a certified collision repair facility for Tesla, Audi, Cadillac, and Volkswagon as well as a BMW approved body, paint and aluminum repair facility.

6. Upon information and belief, MBUSA is an automobile manufacturer and franchisor and is engaged in the marketing, manufacture, distribution and sales of motor vehicles to its franchised Mercedes-Benz motor vehicle distributorships.

7. Upon information and belief, from no less than 2003 through no less than 2016, Estate Motors, Inc. was a franchisee of MBUSA, operating a franchised Mercedes-Benz motor vehicle distributorship in and around Goldens Bridge, New York.

8. Upon information and belief, at no time between 2003 and 2016 was Estate Motors Inc., engaged in the business of on site automobile collision repair involving paint and refinishing in accordance with Mercedes-Benz USA standards and procedures and at no time between 2003 and 2016 did Estate Motors, Inc., engage in automobile painting and refinishing at their location in Goldens Bridge, New York.

9. With the endorsement of Estate Motors, Inc., on or about January 31, 2003, North State Custom applied for and received MBUSA's Collision Repair Facility Certification, within MBUSA's Collision Certification Program.

10. Made a part hereof and marked as Exhibit "1" is a copy of the agreement whereby Estate Motors applied for certification as an MBUSA Collision Facility and MBUSA accepted North State Custom into its program.

11. To become a MBUSA Certified Collision Repair Facility, amongst other thing, North State Custom was required to meet the standards MBUSA established, and continues to modify, including but not limited to: (i) customer interface, which must be handled in a respectful, courteous, patient and professional manner and in a customer reception area and lounge meeting MBUSA specifications; (ii) business requirements, meaning the facility must be (a) in compliance with all laws and regulations required to perform collision repairs, (b) financially healthy and profitable, (c) permit 3rd party audits to ensure compliance, and (d) allow for customer follow up and satisfaction surveys; (iii) meet collision center facility standards regarding workspace for an unobstructed repair process, provide rental cars or temporary replacement cars to assist customers, keep a clean and well maintained facility and provide a dedicated work space for aluminum repair; (iv) maintain the requisite equipment including: (a) adequate desktop personal computers, (b) a computerized estimating and management program, (c) purchasing a Workshop Information System ("WIS"), and (d) purchasing a Star Diagnosis System (SDS); (v) obtain and maintain the requisite experience via: (a) collision training, (b) paint training, (c) remaining current in welding techniques, (d) personal computer training, and (e) MBUSA training in aluminum repair techniques; (vi) follow MBUSA repair methods including: (a) adherence to guidelines, (b) paint procedures, (c) use of genuine Mercedes-Benz parts, (d) use of Mercedes-Benz fasteners, fittings

and adhesive materials, (e) obtaining a specific aluminum repair kit, a downdraft spray booth/drying oven, a spot welder, a MKS alignment rack, (f) using only two post vehicle lifts, (g) using a dedicate fixture workbench all as more fully set forth in the Mercedes-Benz brochure describing the Collision Repair Facility Program.

12. Made a part hereof and marked as Exhibit "2" is a copy of an MBUSA brochure describing the Collision Repair Facility Program MBUSA prepared at or around the time North State Custom was first accepted into the Collision Repair Facility Program.

13. Subsequent to the brochure prepared around the time North State Custom was first accepted into the Collision Repair Facility Program, MBUSA prepared additional brochures describing the Collision Repair Facility Program. Upon information and belief annexed hereto respectively as Exhibits "3", "4" and "5" are the most current Mercedes-Benz Certified Collision Program Brochure, Mercedes-Benz Certified Collision Participation Guide, and Mercedes-Benz Certified Collision Program Introduction Booklet.

14. From 2003 through early 2017, North State Custom was a Mercedes-Benz factory trained and certified collision repair facility. During that time period, North State Custom met all of MBUSA's requirements in terms of purchasing and maintaining equipment, obtaining training for its employees, maintaining their facilities in accordance with MBUSA standards and any other requirement or standard of MBUSA such that North State Custom was repeatedly and continuously certified in MBUSA's Collision Repair Facility Program.

15. From 2003 through early 2017 and in accordance with its contract with MBUSA, North State Custom spent hundreds of thousands of dollars to acquire the repair equipment required by MBUSA to repair vehicles according to MBUSA repair guidelines.

16. From 2003 through early 2017 and in accordance with its contract with MBUSA, North State Custom spent thousands of dollars to design and maintain its facility in accordance with MBUSA standards.

17. From 2003 through early 2017 and in accordance with its contract with MBUSA, North State Custom spent thousands of dollars to train its employees to repair Mercedes-Benz vehicles in the manner required by MBUSA.

18. From 2003 through early 2017 and in accordance with its contract with North State Custom, MBUSA issued North State Custom employees "MBUSA Identification Numbers" (MBID#'s) which allowed North State Custom employees access to WIS and the MBUSA repair parts and procedures database's so that North State Custom could follow MBUSA repair procedures and guidelines and order parts directly as required by MBUSA for the repair of its vehicles.

19. From 2003 through early 2017 and in accordance with its contract with MBUSA, North State Custom advertised itself with the general public as a Certified Mercedes-Benz Collision Repair Facility.

20. From 2003 through early 2017, as a result of advertising itself with the general public as a Certified Mercedes Benz Collision Repair Facility, North State Custom acquired customers who came to rely upon North State Custom to repair their vehicles in accordance with Mercedes-Benz specifications.

21. Sometime in or around 2017, Celebrity acquired the MBUSA franchise for the Mercedes-Benz dealership located in and around Goldens Bridge, New York.

22. Upon information and belief, Celebrity does not possess or maintain the requisite permits issued by the Westchester County Department of Health (Chapter 873 Article XIII and

specifically 873.1306.1 and 873.1306.3 of the Laws of Westchester County as well as 6 NYCRR Chapter 3, Sub Chapter A (201-8.3 et seq.) to operate any paint refinishing equipment at its location in Goldens Bridge, New York that would allow Celebrity to engage in the business of automobile collision repairs involving painting and refinishing according to Mercedes-Benz USA standards and procedures, and at no time since its acquisition of the facility in Goldens Bridge, New York has Celebrity been engaged in the business of automobile collision repairs involving paint and refinishing according to Mercedes-Benz USA standards and procedures.

23. In early 2017, MBUSA completed its once every two (2) year audit of North State Custom and MBUSA deemed North State Custom to be 100% compliant with the terms and conditions of the certification agreement and indicated that it was ready to re-certify North State Custom as a Certified Collision Repair Facility.

24. On or about May 9, 2017 and following its once every two (2) year audit and the transfer of the MBUSA franchise for the Mercedes-Benz dealership located in and around Goldens Bridge, New York, from Estate Motors to Celebrity Auto of Westchester LLC, North State Custom contacted Celebrity and requested that Celebrity advise MBUSA that Celebrity had added North State's MBID#'s to their new dealer code.

25. Immediately after being contacted by North Sate Custom, Celebrity invited representatives of North State Custom to Celebrity's Goldens Bridge Mercedes-Benz dealership to discuss the continuation of North State Custom as an MBUSA Certified Collision Repair Facility and Celebrity's willingness to be a dealer sponsor of North State Custom.

26. At that meeting, Celebrity's service manager and body shop coordinator met with representatives of North State Custom.

27. At that meeting, North State Custom representatives discussed the fact that North State Custom had been a certified Mercedes-Benz repair facility since 2003 and in fact that MBUSA actually uses North State Custom as a model American repair facility to show to its German employees.

28. At that meeting, North State Custom representatives showed Celebrity's service manager and body shop coordinator the substantial dollar amount of Mercedes-Benz parts that North State Custom had purchased from Estate Motors, Inc. over the past five (5) years.

29. At that meeting, Celebrity's service manager and body shop coordinator responded that although Celebrity had been advised by Estate Motors, Inc. that North State Custom does excellent work, they (Celebrity's representatives) wanted to know what percentage of each Mercedes-Benz automobile repair North State Custom was willing to kick-back to Celebrity in exchange for Celebrity continuing to allow the MBUSA-North State Custom relationship to continue.

30. North State Custom representatives responded that North State Custom does not give the dealer any "kickbacks" for any repairs that it does to Mercedes-Benz vehicles but that North State Custom simply buys its parts from the dealer (allowing the dealer to make a profit on the sale of those parts) and pays an audit fee.

31. Celebrity's body shop coordinator then stated to the North State Custom representatives that that the new way things were going to be done is that whenever a Mercedes-Benz vehicle comes into Celebrity for a repair, that vehicle would be evaluated for repair at the Celebrity Dealership by Celebrity employees who would write a repair estimate and arrive at an agreed repair price with the customer or his/her insurance company and then send that car to North State Custom for it to do the repairs in accordance with Celebrity's estimate of repair.

32. Celebrity's body shop coordinator also informed North State Custom's representatives that Celebrity would no longer be selling the parts required to repair the vehicle to North State Custom but rather, Celebrity would be giving the parts to North State Custom and Celebrity would then charge the customer or its insurance company for the repair parts and receive the entire mark-up on those parts, with North State Custom receiving nothing from the sale of those parts.

33. Celebrity's body shop coordinator also informed North State Custom's representatives that this new procedure also required North State Custom to pay to Celebrity a "kick-back" comprised of a set percentage of the labor costs of each Mercedes-Benz vehicle that North State Custom repaired.

34. Celebrity's body shop coordinator also informed North State Custom's representatives that the terms and conditions of this new procedure were non-negotiable and that if North State Custom did not accept these new terms and conditions, then Celebrity would not agree to sponsor North State Custom in the MBUSA Mercedes-Benz factory trained and certified collision repair program.

35. North State Custom representatives responded by advising Celebrity's body shop coordinator that Celebrity's new procedure was not in accord with MBUSA requirements for its MBUSA Certified Collision Repair Facilities and is not permitted under New York law because: (i) it is a violation of 11 NYCRR 216.7 (b) (2) for an insurer to negotiate a repair with an unauthorized collision repair shop [Celebrity is not a licensed authorized collision repair shop and could not legally make the collision repairs at issue. For example, Celebrity does not have the requisite Westchester County Department of Health Permits or Certifications to operate automotive refinishing processes as required by Chapter 873 Article XIII specifically Sections 873.1306.1 and 873.1306.3 of the Laws of Westchester County as well as 6 NYCRR Chapter 3,

Sub Chapter A (201-8.3 et seq.) of The New York Department of Environmental Code]; and (ii) North State Custom would be unable to comply with 11 NYCRR 216.7 (b) (19) (ii), as it could not provide a Certification of Automobile Repairs {NYS APD 2 as contained in NYCRR 212.12}, since a Certification of Repairs requires a sworn statement that the repairs were made in accordance with the repairer's invoice - and Celebrity, who would not be making the collision repairs, insisted on invoicing the customer directly.

36. Celebrity representatives then asked North States representatives to leave the premises and advised them that the meeting was over.

37. On June 28, 2017 North State Custom received an email from Elizabeth Smith, a collision program specialist with MBUSA, advising North State Custom that: (i) Celebrity had terminated its sponsorship of North State Custom as a facility in the Mercedes-Benz Certified Collision Repair Program effective July 28, 2017; and (ii) accordingly, MBUSA was removing North State Custom as a certified collision repair facility for Mercedes-Benz products ("MBUSA Termination Email").

38. A copy of the MBUSA Termination Email is annexed hereto as Exhibit "6".

39. By letter dated August 13, 2017 North State Custom, through its counsel, advised MBUSA of the above described circumstances surrounding the basis for Celebrity's withdrawal of its sponsorship of North State Custom as a certified collision repair facility and requested that given the circumstances, MBUSA restore North State Custom as a MBUSA Certified Collision Repair Facility ("North State Custom Restoration Request Letter").

40. A copy of the North State Custom Restoration Request Letter is made a part hereof, marked Exhibit "7".

41. MBUSA's refusal to recertify North State Custom is in direct contradiction of its Certified Collision Program Brochure [Ex. 3] which states: "Should the Certified Collision Center or sponsoring dealership not wish to maintain its certification status, it is imperative that all associated parties be informed in writing of the decision **prior to the audit visit** ... [and] [i]f the collision center meets the requirements for recertification, the Mercedes-Benz Collision Team will extend the collision center's certification as a Mercedes-Benz Certified Collision Center for an additional two years." [Emphasis added].

42. Neither North State Custom nor, upon information and belief, MBUSA were notified of Celebrity's determination not to maintain North State Custom as a Certified Collision Center prior to the audit visit.

43. Upon information and belief, Celebrity offered S&L the same conditions for Celebrity's referral of collision repair work to S&L.

44. Upon information and belief, S&L acceded to Celebrity's conditions and is now paying Celebrity "kickbacks" on its repairs and S&L is in violation of the Repair Rules and Regulations of the State of New York.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST MBUSA
(Breach of Contract)

45. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 44 set forth hereinabove, as if same were fully set forth fully herein.

46. North State Custom fully complied with its Agreement with MBUSA, satisfying all MBUSA requirements to maintain its status as an MBUSA certified collision repair facility.

47. Despite North State Custom's passing an on-site audit visit and Celebrity's failure to notify MBUSA prior to said on-site audit of any intention for North State Custom not to maintain

its status as an MBUSA certified repair facility, MBUSA subsequently refused to renew North State Custom as a MBUSA certified collision repair facility.

48. MBUSA breached its agreement with North State Custom by refusing to recertify it as an MBUSA certified collision repair facility.

49. As a result of MBUSA's breach, amongst other things, North State Custom can no longer hold itself out as an MBUSA certified collision repair facility, no longer has access to WIS and the MBUSA repair parts database and can no longer follow MBUSA repair procedures and guidelines and order parts directly from by MBUSA, and no longer has access to MBUSA training.

50. As a result of MBUSA's breach, North State Custom has seen and will continue to see a decline in its repairs of Mercedes-Benz vehicles, which exceeded \$1,150,000.00 per year for each of the years 2014-2016 since MBUSA refused to recertify it.

51. North State Custom has been directly and proximately damaged by MBUSA's breach of their Agreement, in an amount to be determined as trial but believed to be in excess of \$11,500,000.00 with interest.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST MBUSA
(Breach of Implied Covenant of Good Faith and Fair Dealing)

52. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 51 set forth hereinabove, as if same were fully set forth fully herein.

53. North State Custom and MBUSA are parties to an Agreement regarding the certification of North State Custom as an MBUSA certified collision repair facility.

54. North State Custom performed its obligations under the Agreement, passing MBUSA's audit.

55. MBUSA refused to renew North State Custom as a MBUSA certified collision repair facility because Celebrity withheld its sponsorship of North State Custom because North State Custom refused to accede to Celebrity's demands and permit Celebrity's violations of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii), or pay Celebrity kickbacks, all as more fully set forth above.

56. MBUSA nonetheless deliberately refused to recertify North State Custom as a MBUSA certified collision repair facility in direct violation of the MBUSA's policies and procedures agreed to by North State Custom.

57. North State Custom has been directly and proximately damaged by MBUSA's breach of the implied covenant of good faith and fair dealing, in an amount to be determined as trial, but believed to be in excess of \$11,500,000.00 with interest.

AS AND FOR A THIRD CAUSE OF ACTION
AGAINST CELEBRITY
(New York State General Business Law Section 349 *et. seq.*)

58. Plaintiff hereby repeats and realleges the allegations set forth in paragraphs 1 through 57 set forth hereinabove, as if same were fully set forth fully herein.

59. Celebrity's requiring, as a condition of sponsoring North State Custom as a MBUSA certified collision repair facility, that North State Custom accede to Celebrity's demands and permit Celebrity's violations of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii) and pay Celebrity kickbacks, resulted in North State Custom losing its certification as a MBUSA certified collision repair facility.

60. Upon information and belief, S&L acceded to Celebrity's demands, including permitting Celebrity's violation of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii) and paying Celebrity kickbacks.

61. Upon information and belief, other collision repair facilities have been or are acceding to Celebrity's demands, including permitting Celebrity's violation of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii) and paying Celebrity kickbacks.

62. Upon information and belief, Celebrity's customers have been and continue to be deceived by Celebrity's practices: (i) receiving improper and inadequate representation in the negotiation of their repair costs with their insurance company; (ii) receiving invalid and potentially perjurious Certifications of Automobile Repairs; and (iii) incurring additional costs in the form of the kickbacks being paid Celebrity by S&L and/or the entity that is actually repairing the customers' vehicle.

63. North State Custom, its former customers, Celebrity's customers and consumers at large, have and will continue to be injured as a result of Celebrity's conduct.

64. That each separate act and action whereby Celebrity violates 11 NYCRR 216.7 (b) (2) or 11 NYCRR 216.7 (b) (19) (ii), or whereby Celebrity receives a kickback constitutes a separate violation of GBL Section 349 and 349(h).

65. By reason of the foregoing, North State Custom has been damaged and injured in its business and property in an amount to be determined at trial, but believed to be in excess of \$11,500,000.00 plus interest.

66. North State Custom is entitled to an award against Celebrity of its damages, interest and reasonable attorneys' fees pursuant to GBL Section 349(h).

AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST CELEBRITY
(Tortious Interference with Contract)

67. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 66 set forth hereinabove, as if same were fully set forth fully herein.

68. Prior to Celebrity's interference, MBUSA had entered into an agreement with North State Custom whereby MBUSA had approved North State Custom as a certified collision repair facility.

69. Prior to Celebrity's interference, MBUSA had, through its agent, conducted the audit requirements for recertification of North State Custom, and pursuant to its guidelines, the Mercedes-Benz Collision Team conducting the audit on behalf of MBUSA committed to extending North State Custom's certification as a Mercedes-Benz Certified Collision Center for an additional two years.

70. Celebrity knew of the Agreement between North State Custom and MBUSA to recertify North State Custom as a Mercedes-Benz Certified Collision Center.

71. When North State Custom refused to accede to Celebrity's demands and permit Celebrity's violations of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii) and to pay Celebrity kickbacks, Celebrity procured the breach of the Agreement.

72. As a result of Celebrity procuring the breach of the Agreement, North State Custom has been damaged in an amount to be determined as trial, but believed to be in excess of \$11,500,000.00 plus interest.

AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST CELEBRITY
(Prima Facie Tort)

73. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 72 set forth hereinabove, as if same were fully set forth fully herein.

74. When North State Custom refused to accede to Celebrity's demands, Celebrity intentionally harmed North State Custom by withdrawing its sponsorship of North State Custom and causing MBUSA to cease certifying North State Custom as a certified collision repair facility.

75. Without MBUSA authorization as a certified collision repair facility, North State Custom has lost access to Mercedes-Benz customers, lost the ability to access Mercedes-Benz online repair manuals and pricing guidelines, and no longer receives training regarding Mercedes-Benz repair methodology.

76. As a direct consequence of Celebrity withdrawing its sponsorship of North State Custom due to its refusal to accede to its demands, North State Custom has lost a substantial amount of Mercedes-Benz repairs.

77. Celebrity had no excuse or justification for withdrawing its sponsorship of North State Custom but did so intentionally and only because North State Custom refused to participate in a scheme to defraud consumers and to break the law.

78. While Celebrity would normally be entitled to select a collision repair shop of its choice to sponsor, if any, using the criterion it used is improper and in violation of the laws of New York.

79. As a result of Celebrity procuring the breach of the Agreement, North State Custom has been damaged in an amount to be determined as trial, but believed to be in excess of \$11,500,000.00 plus interest.

AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST S&L
(Tortious Interference with Contract)

80. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 79 set forth hereinabove, as if same were fully set forth fully herein.

81. S&L knew of the Agreement between North State Custom and MBUSA and North State Custom's certification as a Mercedes-Benz Certified Collision Center.

82. When, upon information and belief, S&L acceded to Celebrity's demands and permitted Celebrity's violations of 11 NYCRR 216.7 (b) (2) and 11 NYCRR 216.7 (b) (19) (ii) and agreed to pay Celebrity kickbacks, S&L knew it was procuring the breach of the Agreement.

83. As a result of Celebrity procuring the breach of the Agreement, North State Custom has been damaged in an amount to be determined as trial, but believed to be in excess of \$11,500,000.00.

AS AND FOR A SEVENTH CAUSE OF ACTION
AGAINST S&L
(New York State General Business Law Section 349 et. seq.)

84. Plaintiffs hereby repeat and allege the allegations set forth in paragraphs 1 through 82 set forth hereinabove, as if same were fully set forth fully herein.

85. Upon information and belief, the customers of Celebrity and S&L have been and continue to be deceived by S&L's practices: (i) receiving improper and inadequate representation in the negotiation of their repair costs with their insurance company; (ii) receiving invalid and potentially perjurious Certifications of Automobile Repairs; and (iii) incurring additional costs in the form of the kickbacks being paid by S&L to Celebrity.

86. North State Custom, its former customers, Celebrity's customers and consumers at large, have and will continue to be injured as a result of S&L's conduct.

87. That each separate act and action whereby S&L violates, or aids Celebrity in the violation of, 11 NYCRR 216.7 (b) (2) or 11 NYCRR 216.7 (b) (19) (ii), or whereby S&L pays Celebrity a kickback constitutes a separate violation of GBL Section 349 and 349(h).

88. By reason of the foregoing, North State Custom has been damaged and injured in its business and property in an amount to be determined at trial, but believed to be in excess of \$11,500,000.00 plus interest.

89. North State Custom is entitled to an award against S&L of its damages, interest and reasonable attorneys' fees pursuant to GBL Section 349(h).

WHEREFORE, Plaintiff demands judgment against the defendants as follows:

ON THE FIRST CAUSE OF ACTION

(a) Judgment against defendant Mercedes-Benz USA, LLC in an amount to be determined as trial but believed to be in excess of \$11,500,000.00 with interest.

(b) The costs and disbursements of this action.

(c) For such other and further relief as to this Court may seem just and proper.

ON THE SECOND CAUSE OF ACTION

(d) Judgment against defendant Mercedes-Benz USA, LLC in an amount to be determined as trial but believed to be in excess of \$11,500,000.00 with interest.

(e) The costs and disbursements of this action.

(f) For such other and further relief as to this Court may seem just and proper.

ON THE THIRD CAUSE OF ACTION

(g) Judgment against defendant Celebrity Auto Of Westchester, LLC d/b/a Mercedes-Benz of Goldens Bridge in an amount to be determined at trial but believed to be in excess of \$11,500,000.00 with interest plus reasonable attorneys' fees.

(h) The costs and disbursements of this action.

(i) For such other and further relief as to this Court may seem just and proper.

ON THE FOURTH CAUSE OF ACTION

(j) Judgment against defendant Celebrity Auto Of Westchester, LLC d/b/a Mercedes-

Benz of Goldens Bridge in an amount to be determined at trial but believed to be in excess of \$11,500,000.00 with interest.

- (k) The costs and disbursements of this action.
- (l) For such other and further relief as to this Court may seem just and proper.

ON THE FIFTH CAUSE OF ACTION

(m) Judgment against defendant Celebrity Auto Of Westchester, LLC d/b/a Mercedes-Benz of Goldens Bridge in an amount to be determined at trial but believed to be in excess of \$11,500,000.00 with interest.

- (n) The costs and disbursements of this action.
- (o) For such other and further relief as to this Court may seem just and proper.

ON THE SIXTH CAUSE OF ACTION

(p) Judgment against defendant S&L Collision Center, Inc. in an amount to be determined at trial but believed to be in excess of \$11,500,000.00 with interest.

- (q) The costs and disbursements of this action.
- (r) For such other and further relief as to this Court may seem just and proper.

ON THE SEVENTH CAUSE OF ACTION

(s) Judgment against defendant S&L Collision Center, Inc. in an amount to be determined at trial but believed to be in excess of \$11,500,000.00 with interest plus attorneys' fees.

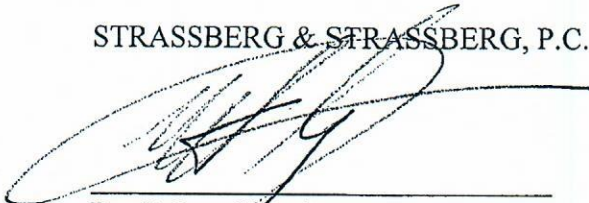
- (t) The costs and disbursements of this action.
- (u) For such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
November 27, 2017

Yours, etc.,

STRASSBERG & STRASSBERG, P.C.

Law Offices of Anthony J. Mamo, Jr., P.C.



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Mamolaw@outlook.com

STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

Frank Masella, being duly sworn, deposes and says:

The deponent is vice-president of the plaintiff NORTH STATE AUTOBAHN INC. d/b/a North State Custom; deponent has read the foregoing amended complaint and knows the contents thereof; and the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true. Deponent makes this verification because NORTH STATE AUTOBAHN INC. d/b/a North State Custom is a corporation and deponent is president thereof.

The grounds of deponent's belief as to all matters not stated upon deponent's own knowledge are as follows:

Books and records of the corporation.


Frank Masella

Sworn to before me this
27th day of November, 2017


Notary Public

ANTHONY J. MAMO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02MA6014941
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES OCT 19, 18