

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

United States District Court
Northern District of California

DON LAU,

Plaintiff,

v.

MERCEDES-BENZ USA, LLC,

Defendant.

No. C-11-01940 DMR
[PROPOSED] VERDICT FORM

(1) Did DON LAU purchase a 2007 Mercedes Benz SL 55 manufactured by or distributed by MERCEDES-BENZ USA, LLC?

Yes No

If your answer to question 1 is yes, then answer question 2.

If you answered no, stop here, answer no further questions and have the presiding juror sign and date this form.

(2) Did MERCEDES-BENZ USA, LLC give DON LAU a written warranty?

Yes No

If your answer to question 2 is yes, then answer question 3.

1 If you answered no, stop here, answer no further questions and have the presiding juror
2 sign and date this form.

3

4 **(3) Did the vehicle qualify as a “new motor vehicle” as defined by the Song-**
5 **Beverly Consumer Warranty Act?**

6 ___ Yes ___ No

7 If your answer to question 3 is yes, then answer question 4.

8 If you answered no, stop here, answer no further questions and have the presiding juror
9 sign and date this form.

10

11 **(4) Did the vehicle have a defect in the SRS system covered by the warranty that**
12 **substantially impaired the vehicle’s use, value or safety to a reasonable buyer in**
13 **DON LAU’s situation?**

14 ___ Yes ___ No

15 If your answer to question 4 is yes, then answer question 5.

16 If you answered no, stop here, answer no further questions and have the presiding juror
17 sign and date this form.

18

19 **(5) Was the defect in the 2007 Mercedes Benz SL 55’s SRS system caused by**
20 **unauthorized or unreasonable use of the vehicle following its sale?**

21 ___ Yes ___ No

22 If your answer to question 5 is no, then answer question 6.

23 If you answered yes, stop here, answer no further questions and have the presiding
24 juror sign and date this form.

25

26 //

27 //

28 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The parties agree that DON LAU drove the vehicle 117 miles between the time the car was delivered upon purchase to the time he first presented the car to a Mercedes-Benz authorized repair facility for repair. Therefore, under the Song-Beverly Consumer Warranty Act, the value of the use of the vehicle before it was brought in/submitted for repair is \$119.17.

VALUE OF USE: \$119.17

Subtract the “VALUE OF USE” from the “SUBTOTAL” above and insert the result in the TOTAL DAMAGES below:

TOTAL DAMAGES: \$ _____

After you have completed question 8, then answer question 9.

(9) Did MERCEDES-BENZ USA, LLC willfully fail to repurchase or replace the vehicle?

___ Yes ___ No

If your answer to question 9 is yes, then answer question 10.

If you answered no, stop here, answer no further questions and have the presiding juror sign and date this form.

(10) What amount, if any, do you impose as a civil penalty? You may not exceed two times the “TOTAL DAMAGES” that you entered in Question (8) above.

CIVIL PENALTY:\$ _____

//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

//

Dated: _____

PRESIDING JUROR

After the verdict form has been signed, this verdict form must be delivered to the Courtroom Attendant.

IT IS SO ORDERED.

Dated: February 12, 2014



DONNA M. RYU
UNITED STATES MAGISTRATE JUDGE