



NORRIS MCLAUGHLIN

ATTORNEYS AT LAW

## Daimler Trust et al v. Prestige Annapolis, LLC Order on Motion for Partial Summary Judgment

The law firm of [Norriss McLaughlin, P.A.](#), recently secured a win on summary judgment for its client, Mercedes-Benz Financial Services (and two of its subsidiaries) in the United States District Court for the District of Maryland regarding their ownership and lien interests in a leased a 2016 Mercedes-Benz AMG worth over \$130,000. A garage in Maryland took possession of the vehicle from the lessee in order to make a series of "fast-and-furious" style racing modifications to the vehicle, such as turbo upgrades and an altered ECU chip. These modifications were not street-legal, and unequivocally prohibited by the lease. In less than a month, the lessee also stopped making lease payments. Rather than return the vehicle, the garage tried to help the lessee sell it, even though the garage knew the vehicle was leased and that the lessee could not possibly sell a Vehicle that he did not own. When that didn't work, the garage trumped-up a garage men's lien on the vehicle for "storage" fees--which really were for its failed sales efforts--and "repairs"--which were really for the illegal racing modifications it had been asked by the lessee to make. Based upon this bogus garage men's lien, which it claimed was over \$50,000, the garage sought to auction the vehicle under Maryland law, which would have destroyed Mercedes' ownership and lien interests in the vehicle.

Mercedes enlisted Norris McLaughlin's assistance in bringing a federal-court action against the garage, not only to seek traditional return of the vehicle, but also to challenge the Maryland law itself on the ground the auction would deprive Mercedes of its property without due process. The court initially rejected the challenge to the Maryland law, finding that the garage was not a "government actor" and could not, therefore, have violated Mercedes' due process rights. The Court, however, ordered the return of the vehicle to Mercedes upon Mercedes posting of a bond, pending the outcome of the litigation. Mercedes inspected the vehicle immediately upon recovering it: the vehicle remained in 100% factory condition, with 100% original factory parts, meaning the garage had lied in claiming to have done *any* work on the vehicle. The garage's defense was that it had done the work, but had decided to return the vehicle to its original factory condition before Mercedes recovered it. In other words, the garage admitted it wanted Mercedes to pay it \$50,000 because (a) it attempted to sell a vehicle that it did not own, and (b) it took the vehicle apart and then put it back together. Mercedes immediately moved for summary judgment, and, in a decision on July 20, 2017, the Court ordered immediate, unconditional release of the vehicle to Mercedes and the discharge of its bond, and further held in no uncertain terms that the garage did not have, and never had, any right in the vehicle whatsoever. [The full decisions follow.](#)



NJ: 400 Crossing Boulevard, 8th Floor, Bridgewater, NJ 08807 | P: (908) 722-0700 | F: (908) 722-0755  
NY: 7 Times Square, 21st Floor, New York City, NY 10036 | P: (212) 808-0700 | F: (212) 808-0844  
PA: 515 Hamilton Street, Suite 502, Allentown, PA 18101 | P: (610) 391-1800 | F: (610) 3961-1805

[www.norrismclaughlin.com](http://www.norrismclaughlin.com)

E: [info@norris-law.com](mailto:info@norris-law.com)