



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100192

Date Received

Repository ☐

2004 JUN 14 PM 5:25

Reference No.
10073748

OWNER INFORMATION (Type or Print)

Name

Address

City SACRAMENTO

State CA

Zip Code 95864

Telephone Number

E-mail Address

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle?
In the absence of a signature, address to the vehicle manufacturer. ☐ YES ☒ NO

Signature of Owner

Date 5/18/04

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

4JGAB75E44A50417

Make

MERCEDES BENZ

Model

ML500

Model Year

2004

Date Purchased

Dealer's Name and Telephone Number

Original Owner

Mercedes Benz of Sacramento

Engine:

No. Cylinders

Fuel Type:

Transmission Type

☐ Antilock Brakes

Powertrain

☐ Cruise Control

Vehicle Component Code

110000 ELECTRICAL SYSTEM

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)

3-3-04

Failure Mileage

4000

Failure Speed

very low speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

☐ Original Equipment

☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident, failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e., parts repaired or replaced (and if old part is available).

VEHICLE LOST POWER DUE TO THE ECM TRACKING SYSTEM. WAS DRIVING AND RAN OVER A ROCK. VEHICLE JUST SHUT DOWN. VEHICLE LOST ITS BRAKES AND STEERING. *AK

on vehicle lost all power
on a busy street
dealer (service) said a rock may have lodged in
the wheel & triggered a shut down, but no rock
was discovered. Nothing triggered this, to my knowledge.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974 (Public Law 93-579) This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

The car may just be defective, but dealer would not exchange it or take it back. They said car computer could not verify a shutdown.

CUSTOMER # A7281

309280

Mercedes-Benz of Sacramento

1810 HOWE AVENUE - SACRAMENTO, CA 95825
PHONE - (916) 924-8000

SACRAMENTO, CA

HOME BUS:

WORKORDER

PAGE 1

SERVICE ADVISOR: 591 LANZONE, DAVID

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
ALABASTER	04	MERCEDES BENZ ML500	4JGAB75E44A504171		4279/	
W/SERVICE DATE	PROD. DATE	WARRANTY	PROCESSED	PO NO.	PAYMENT	INV. DATE
03MAR2004	29JAN04	03MAR2007	14:42 13MAY04		0.00 CASH	

R.O. OPENED DATE CUSTOMER NOTIFIED OPTIONS: STK:A7281 DLR:05143 ENG:11396530553314

13MAY2004 10:10 TRN:04970575 1)RADIO 15235 2)TRIM 264 3)ELW

36PREM 3.2.11 100K

LINE OF CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS

A N CUSTOMER STATES CAR LOST POWER LIKE IT WAS OUT OF GAS FOR ABOUT 1/4 MILE UNTIL KEY CYCLED AND CAR RESTARTED WITH NO FURTHER PROBLEM - ESP LIGHT FLASHING

B C4 CUSTOMER STATES INSTALL WHEEL LOCKS

C N CUSTOMER STATES BRAKES SEEM TO NEED MORE PRESSURE TO GET SYSTEM TO WORK

Preliminary Estimate : \$175.00

brakes appeared to go out as well as starting a couple of days prior to all power going out. I modified this statement when I picked up the car from service for approx. 15-20 minutes on Fri Kirk came from Mercedes. I had pulled into a parking lot & stopped the car turned off the ignition fear of fire.

THIS IS NOT AN INVOICE

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED BMW CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE BMW CHECK TEST INDICATES ARE NECESSARY.

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT, PLEASE READ REVERSE SIDE.

I, the registered vehicle owner, hereby authorize the repair work herein set forth to be done with the necessary material and agree that you are not responsible for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you (dealer) your employee permission to operate the vehicle herein described on highways or elsewhere for the purpose of testing and/or inspection. An express merchant's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. I hereby appoint VON HOUTEN MOTORS as my attorney in fact and empower you to negotiate and cash any drafts or instruments issued in payment of this repair order by any third party in my name and to sign any name thereto. Receipt of vehicle described herein for repair or inspection is hereby acknowledged by dealer, field customer is hereby notified that the said property, or its contents, is not insured or protected to the extent of stated cash value thereof, or otherwise, by the undersigned dealer against loss or damage by theft, fire or vandalism while the property remains with the dealer. Customer will be responsible for payment of reasonable attorney fees and costs in the event suit is brought for collection. I authorize warranty work to be performed on my vehicle, in the event that any work performed is not adequate for warranty purposes by the manufacturer, then I, the customer, will be held responsible for the outstanding balance. This agreement in no way limits your warranty coverage. If this situation does arise, then you will receive documentation of dealer warranty for your records.

PRELIMINARY ESTIMATE

WHICH INCLUDES A HAZARDOUS WASTE DISPOSAL FEE OF

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE REQUESTED PRIOR TO BEGINNING WORK. REQUEST THAT MY PARTS BE SAVED.

☐ SAVE PARTS

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.

DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	REASON	REVISION TOTAL
				After Kirk came from service I had pulled into a parking lot & stopped the car turned off the ignition fear of fire.	
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	REASON	REVISION TOTAL
				the power returned	
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	REASON	REVISION TOTAL

AUTHORIZED BY: X

TERMS: CASH OR APPROVED CREDIT CARDS UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE.

CUSTOMER COPY

QUALITY CONTROLLED BY

MILES

BAR #: A0232307



Mercedes-Benz

Agreement 23014

Date 05 13 20 04 by and between Mercedes-Benz of Sacramento

Mercedes-Benz of Sacramento

Hereinafter designated as "Dealer" and the undersigned

hereinafter designated as "Borrower".

Borrower represents that he is now duly authorized to operate a vehicle as evidenced by:

Operator's License Number N0131435 State of CA Expiration Date 04/16/05

Borrowers:

Insurance Company FARMERS Policy Number _____

Expiration Date _____ Agent _____

Loaned 10:15 A.M./P.M./05 13 20 04 Odometer Reading Out 5230 Fuel Out 8/8To be Returned 10:15 A.M./P.M./05 14 20 04 Odometer Reading In _____ Fuel In _____

Extra Days _____ @ \$70.00 per day Miles Driven _____

Fuel Charges _____ @ 3.00 per gallon

For and in consideration of the loan of that certain vehicle (more specifically hereinafter described by Dealer to Borrower), it is mutually agreed as follows:

Make C240W Year Model 04 Body Style C240W Unit # 382V.I.N. WDBRF61J04E017372 License Number _____

1. Borrower agrees that he has examined and inspected the loaned vehicle and that it is in good mechanical and overall condition.

2. Borrower agrees that he will not cause or allow the said loan vehicle to be loaned, rented or driven by any other person other than the Borrower, and is not to be driven beyond fifty (50) miles from Dealer's place of business, unless otherwise specified in writing.

3. Borrower agrees that while this agreement is in force he will preserve and protect the said loan vehicle from loss or damage. Borrower agrees to be liable for all cost of repairs to the vehicle regardless of fault. Borrower is specifically advised to be certain that his own automobile insurance will provide for payment of such loss in the event of any accident.

4. Borrower agrees that he will not use said loan vehicle, cause or permit the same to be used in any manner whatsoever in violation or contravention of any Municipal, County, State or Federal law, ordinance or regulation.

5. Borrower agrees that in the event of any accident involving said loan vehicle he will, within (12) hours following such accident, furnish to Dealer a full and complete report thereof, and will report such accident to the Department of Motor Vehicles of the State within the time and in the manner prescribed under the provisions of the Vehicle Code of this State, or, in the event of loss or destruction of said loan vehicle or any of its accessories or of loss of possession thereof or inability to return same to Dealer on demand for any reason whatsoever, Borrower will pay Dealer the market value of the loan vehicle and reasonable market value for loss of accessories unless otherwise specified.

6. Borrower agrees that all expenses incident to the maintenance of the subject vehicle shall be borne solely by Borrower, and Borrower further expressly agrees to hold harmless and indemnify Dealer against all claims and demands arising or resulting from Borrower use, storage and/or repairs of and to the said loan vehicle during the period of the Agreement.

7. Borrower agrees with Dealer that he will forever hold harmless and indemnify said Dealer from any and all claims, demands causes of action, attorneys fees and legal expenses of any nature arising or alleged to arise from the use, operation and maintenance of the said loan vehicle while this agreement remains in force and effect, and to reimburse Dealer for any loss or damage during said period. It is further agreed that in the event Dealer files any action to recover possession of or the value of or the cost of repairing said vehicle, or in the event Dealer employs an attorney to defend it in any action filed by Borrower, or anyone claiming personal injuries, or property damage, arising out of the use of the subject vehicle while in the actual or constructive possession of Borrower, Borrower agrees to pay to Dealer upon demand any and all reasonable sums expended by it for attorney fees and court costs.

8. The loaned vehicle shall be returned by Borrower to the Dealer at his place of business within 1 days from date, or prior thereto on Dealer's demand. If the vehicle is not returned by the returned due date, Borrower agrees to pay seventy (70) dollars per day for each additional day that the vehicle is not returned. Borrower also waives any claim which he may hereafter arise for any and all damages he may hereafter sustain by reason of any action, civil or criminal, which Dealer or his agents may take in connection with the borrower's use or retention of the subject vehicle in the event of the Borrower's failure to return said vehicle to Dealer as specified in this paragraph.

9. Borrower agrees that he will not operate the vehicle while under the influence of intoxicating beverages or illegal substances.

10. Borrower agrees that he will, at his sole risk and expense, maintain Bodily Injury and Property Damage Liability Insurance covering the use of said loan vehicle during the time it is in his possession and until it is returned to the dealer. Dealer shall not be required to carry or provide Bodily Injury or property Damage Liability Insurance during said period of time.

IT IS FURTHER EXPRESSLY AGREED by and between the parties hereto that the foregoing constitutes the sole Agreement between the parties covering the loan of the subject vehicle by Dealer to Borrower.

Date this 13 day of May 2004 . By _____

(Borrower)

By _____
Mercedes-Benz of SacramentoAt Sacramento California
(City) (State)Credit Card Number 4417123015141608Expiration Date 01/31/051810 Howe Avenue
(Address)916-824-8000
(Phone)

CHECK OUT	
X - DENT	S - SCRATCH O - MISSING
CHECK IN	