

[REDACTED]
Columbia, Maryland 1
Telephone: [REDACTED]

2005 JUN 28 AM 9:39

*QAD #
1012 4896*

June 24, 2005

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigations, NVS-216
400 7th Street, SW
Washington, DC 20590

Dear Sir/Ma'am,

Thank you for sending me documents to complete in order to file a formal complaint with your agency regarding safety issues related to my vehicle as reported to you earlier this month, and of which require further investigation.

Enclosed is a summary of safety and mechanical problems I have experienced with my 2001 Mercedes Benz S 430, VIN# WDBNG70J81A [REDACTED] for information and investigation as deemed appropriate. Also included are copies of correspondence documenting my efforts to resolve these problems with the dealership where I purchased the vehicle (Herb Gordon Auto Group, Inc, Mercedes Benz), and Mercedes Benz, USA LLC; however these efforts were unsuccessful and the safety and mechanical problems as outlined in the attached summary remain unresolved.

Should you have questions, please contact me at the address and telephone as stated in this letter.

Your assistance in this matter is greatly appreciated.

Sincerely,

[REDACTED]
Enclosures

*Ames
6/30/05*



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 100148

Date Received

Repository ☐

10-JUN-2005

Reference No.
10124896

OWNER INFORMATION (Type or Print)

Name

Address

City COLUMBIA

State MD

Zip Code

Daytime Telephone Number

E-mail Address

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO
In the absence of an authorization, NHTSA WILL NOT provide your name or address to the vehicle manufacturer.
Signature of Owner: [Redacted] Date: 6/18/2005

VEHICLE INFORMATION

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

WDBNG7DJ81A

Make

MERCEDES BENZ

Model

5430

Model Year

2001

Date Purchased
31-AUG-00Dealer's Name and Telephone Number
HERB GORDON AUTO GROUP 301-890-3030Engine:
No. Cylinders 8Fuel Type:
GasOriginal Owner
☒Dealer's City
SILVER SPRINGState
MDZip Code
20904Transmission Type
AUTOMATIC☒ Antilock Brakes
☒ Cruise ControlPowertrain
FRONT WHEEL DRIVEVehicle Component Code
038000 SERVICE BRAKES, HYDRAULIC; ANTILOCK

Multiple Failure: 5

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
08-JUN-2005
Sep 2003Failure Mileage
23000Failure Speed
40

The dealer and manufacturer failed to
Repair brakes properly - see date 9/5/03 / 10/6/05 2/2/05 & 4/8/05

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: QOTMAL9ABC03G)

☐ 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(s), failure(s), crash(es), and injury(es).)

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(es).

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).

DT: CONTACT STATES THE THERE WAS COMPLETE BRAKE FAILURE AT 23,000 MILES. THE VEHICLE WAS STILL UNDER WARRANTY. SERVICE DEALER STATED THEY COULDN'T FIND WHAT IS WRONG WITH THE BRAKES. *AK

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.

**Summary of Major Safety and Mechanical Problems
With the 2001 Mercedes Benz S430**

Submitted By: [REDACTED] **Owner Vehicle VIN#** WDBNG70J81A [REDACTED]

- Aug 31, 2000 -** Purchased 2001 Mercedes Benz S430 (VIN # WDBNG70J81A [REDACTED]) from Herb Gordon Auto Group, 3161 Automobile Blvd., Silver Spring, Maryland 20904. The vehicle was purchased for \$73,065, is registered in the State of Maryland, and the mileage was 61 miles at the time of purchase.
- Dec 11, 2000 -** Vehicle for warranty repairs associated with problems as follows:
-Problems I experienced with the vehicle vibrating uncontrollably while driving the vehicle a speed above 40 miles at 2,005 Mileage (Enclosure 1). No repair for this problem completed by the dealer. This problem remains unresolved.
- Other Problems addressed on this service visit:**
-Windshield wipers were streaking. Left and right wiper blades replaced.
- Volume control on the vehicle stereo system goes up and down. Problem not repaired. Dealer stated problem could not be duplicated.
- Center Console would not open properly. Problem repaired.
- Sep 2002 -** As a result of an owner filing a class action suit for engine damage related to a manufacturer's defect related to oil slugging in Mercedes Benz S 430 vehicles, I received a letter from Mercedes Benz, USA LLC stating that my vehicle was part of the class action suit (Enclosure 2). The letter stated that because there was a probability that my vehicle would experience engine damage in the future, the Mercedes Benz, USA LLC was extending the warranty for the vehicle's engine for ten years or 150,000 miles for future oil slugging or engine damage.
- Feb 2003 -** Safety Recall # 2002 - 110014. I received a letter from Mercedes Benz, USA LLC (Enclosure 3) indicating that my vehicle was the subject of a safety recall issued under the National and Motor Vehicle Safety Act related to static discharge which could damage the vehicle's electrical system components located in the trunk, including the battery, which would cause a fire. The letter further directed that I take the vehicle in for repair of this defect.

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner: [REDACTED]

June 23, 2005

Page 2

Apr 3, 2003 - Returned vehicle to dealer's Service Department for continued problems associated with vibrating uncontrollably while driving the vehicle a speed above 40 miles, at 20,022 miles (Enclosure 4).

Apr 21, 2003 - Returned vehicle to dealer's Service Department for the third time for continued problems associated with vibrating uncontrollably while driving the vehicle a speed above 40 miles, at 20,530 miles (Enclosure 5). Service department documented that a road test and testing showed the right rear tire would not come into balance and recommended to the service advisor that the right rear tire be replaced. The dealership failed to replace the tire as recommended by the service representative to see if this would correct the problem. I have experienced a high flat tire rate which also suggests a possible defect with the tires (See Enclosure 5).

Although I purchased new tires at my own expense when the right rear tire should have been replaced under the vehicle's new car warranty, the vibrating problem with the vehicle remains unresolved.

Sep 5, 2003 - I suffered a catastrophic failure of my braking system without any warning on September 5, 2005. I was unable to stop the car and narrowly escaped an accident and serious bodily injury. It is only through my quick thinking was I able to steer the vehicle out of the path of vehicles in front of me and off the road to avoid being hit from the rear by other oncoming vehicles.

I immediately used my tele-aid system to summons help because the vehicle was not drivable and it had to be towed to the nearest dealership which happened to be the Herb Gordon Auto Group, the dealership where I purchased the vehicle. A copy of the invoice documenting this brake failure and attempted repair by the dealer is provided at Enclosure 6.

The vehicle had to be towed to the dealer for repair, but the brakes have not operated properly since the first repair. I have tried unsuccessfully to have the brakes repaired by the dealer on a number of occasions.

The vehicle does not always stop when I press the brake pedal causing me great concern for my personal safety and that of my passengers.

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner - [REDACTED]

June 23, 2005

Page 3

- Oct 2004 -** Safety Recall # 2004-070010. I received a letter from Mercedes Benz, USA LLC indicating that my vehicle was the subject of a safety recall issued under the National and Motor Vehicle Safety Act related to a manufacture's safety defect related to the blower motor fuse holder which may dissipate more heat than tolerable, causing a fire hazard (Enclosure 7).
- Jan 2005 -** I telephone the Mercedes Benz, USA, LLC Customer Service Center to register my concerns that I had recently experienced with the brake system failing to stop the vehicle without the pedal going all the way down to the floor, and my concerns for my safety since the brake system's catastrophic failure in Sep 2003. I was advised by the customer service representative that I should take the vehicle in to the dealer or have it towed for repair for safety purposes.
- Jan 19, 2005 -** I took my car in to the dealership for repair of the vehicle brakes which has not worked properly since the catastrophic brake failure that occurred with the vehicle in September 2003 (Enclosure 8). During this service, a safety recall item was due on the vehicle which the dealer completed. However, I was also informed that the vehicle had another open service campaign for repair of the Reed Valve. I had not received a written notice of a problem with the Reed Valve that needed repair and I was unaware of any problem with this manufacture's defect or service campaign prior to this date, nor did I receive a written notice from Mercedes Benz, USA LLC of this mechanical problem.
- The dealer indicated that the service representative could not find a problem with the brakes, that I would soon need to have the pads and rotors replaced, but it was not necessary to have this work completed at that time.
- Feb 02, 2005 -** I returned the vehicle to the dealer because the heat was not operating properly following the recall repair of the blower motor in January 2005, and for problems with my brakes which were still were not operating properly. The service representative ignored the problems I described with the brakes and did not document the requested repair on the service ticket (See Enclosure 9).
- When I went to pick up my car on February 3, 2005, I realized that the problems with the brakes were not addressed during this service, and I then requested to speak with a Service Manager.

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner - [REDACTED]

June 23, 2005

Page 4

I met with both Mr. Bill Costlow, a Service Manager for the dealership where I purchased the vehicle in January 2005, and the sales representative who sold me the car (Mr. King Lenoir) concerning the brake problems with my vehicle. I had also contacted the Customer Assistance Center for Mercedes Benz USA, LLC in Montvale, New Jersey for assistance with this problem.

Mr. Costlow indicated that Mercedes Benz USA, LLC would have to authorize further brake repairs because the warranty was no longer in force due to fact that four years had expired since I purchased the vehicle, and despite the fact that the initial catastrophic failure of the braking system occurred before the four year new warranty expired, which is well documented, and to date, remains unresolved per repair invoices.

For example, the mileage from the first brake failure and attempted repair in Sep 2003 until the vehicle brakes again failed to operate properly was less than 10,000 miles. This vehicle averages less than the customary average of 12,000 a year because it is used for pleasure only. At the current time, the vehicle has only approximately 32,000 miles, which is far less than the 50,000 miles covered by the new car warranty and does not justify the complete catastrophic failure of the hydraulic braking system and recurring braking problems that has occurred with this vehicle which was purchased new in August 2000.

When I contacted the Customer Assistance Center for Mercedes Benz USA, LLC in Montvale, New Jersey regarding the vehicle's braking system, I was informed by a Customer Assistance Center Representative that I had to arrange repair of the vehicle's braking system with the dealer.

Both the dealership and the Customer Assistance Center for Mercedes Benz, LLC essentially gave me the run around, and neither of these entities attempted to resolve the vehicle's defective braking system which has seriously compromised my safety and the safe operation of this vehicle.

When I returned the vehicle for repeat repairs on February 2, 2005, I spoke to Mr. Costlow to inform him that the brakes were still not operating properly and of the position of the Mercedes Benz USA, LLC Customer Assistance Center that I address the issue with the

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner [REDACTED]

June 23, 2005

Page 5

dealer. Mr. Costlow indicated that he would contact the Company, and request that a Mercedes Benz USA, LLC Service Representative who visits the dealership on a regular basis, evaluate my vehicle.

Mr. Costlow further informed me that he would contact me with the next date this representative would be visiting the dealership and arrange a time for me to bring my vehicle in for the braking system to be evaluated. I also requested that Mr. Costlow forward copies of all the invoices for repairs that have been attempted or completed by the dealership since I purchased the vehicle. He mailed these documents to me on February 7, 2005.

Over 3 months have passed since my discussion with Mr. Costlow on February 3, 2005, and since his promise to contact me to have my vehicle's braking system evaluated by a Mercedes Benz USA, LLC Service Representative.

I was never contacted by Mr. Costlow regarding his promise to have a Mercedes Benz, LLC Service Representative evaluate the vehicle's braking system, and the brakes are still not working properly.

Attached are copies of the repair orders that document additional attempts by the dealership to repair vehicle's brakes; however, these attempts were unsuccessful (Enclosure 10).

Rather than address the problem I was experiencing the vehicle's brakes, and my inability to stop the vehicle without pressing really hard on the brakes, the dealership recommended that the pads and rotors be replaced although the service representative admitted that these parts were within normal limits and did not necessarily need to be replaced. Additionally, I had not received a notification via the vehicle's onboard computer, as is customary; to indicate brake service due to rotors or pads wear. The continued problems with the vehicle's brakes substantially impair both the use and value of my car.

May 31, 2005 -

I continued to have problems with my vehicle brakes stopping the vehicle, but the dealer was non-cooperative in addressing my concerns.

As a last resort, I wrote to Mr. Paul Halata, President and CEO of Mercedes Benz, USA LLC notify him of the continued mechanical

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner [REDACTED]

June 23, 2005

Page 6

and brake problems I was experiencing with my 2001 S430 Mercedes Benz, VIN# WDBNG70J81A [REDACTED] pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq. (Enclosure 11).

After my initial written communication to Mr. Halata of May 31, 2005, regarding this issue, I received a phone call from Mr. Jim Willard of Mercedes Benz, LLC Service to discuss the issues related to my brakes and other mechanical problems that remain unresolved.

Mr. Willard informed me that Mr. Tom Pfliger, the Service Director for Herb Gordon Auto Group, Inc., and Mercedes Benz of 3161 Automobile Blvd in Silver Spring, Maryland, would be contacting me to set up a time to bring my vehicle in for evaluation and would be resolving this matter. I requested a meeting with both he and Mr. Pfliger to discuss the issues with my vehicle's brake system failure. I was informed by Mr. Willard that Mr. Pfliger would be contacting me to discuss the issue with my brakes and offer a date when we could meet to discuss my concerns.

I was contacted by a service representative (Jonathan Grosman) of herb Gordon Auto Group, Inc. to bring in the vehicle in for evaluation.

- Jun 4, 2002 -** I filed a formal complaint with the Maryland Attorney General Consumer Protection Division for assistance in resolving mechanical problems with the vehicle brakes and other problems under the Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq. (Enclosure 12).
- Jun 8, 2005 -** I took the vehicle into the dealer on Wednesday, June 8, 2005.
- Jun 9, 2005 -** I telephoned the Mercedes Benz, USA, LLC to follow up on the status of the vehicle's evaluation and requested to speak with Mr. Willard. The service representative indicated that there is no reason why Mr. Willard needed to speak with me and refused to put me through to him. I then requested the representative provide a message to him requesting he contact me at his earliest convenience.
- Jun 10, 2005 -** I received a voice mail message from Jonathan Grosman that the dealership could not find anything wrong with my vehicle brakes (except pads and rotors), and that I should pick up my vehicle. Mr.

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner - [REDACTED]

June 23, 2005

Page 7

Crosman also stated that per Mr. Pfliger, I will be charged for the rental courtesy vehicle at \$30.00 per day beginning on Saturday, June 11, 2005.

Jun 11, 2005 - I received a letter from Mr. Honora Duffy of Mercedes Benz, USA LLC, dated January 9, 2005, indicating that he had been asked by Mr. Halata to respond to my inquiry, and that informed me that the regional manager and the dealership had been empowered to address my concerns (Enclosure 13).

Mr. Pfliger, the Service Director of Herb Gordon Auto Group, Inc. Mercedes Benz never contacted me to discuss the issue with my vehicle brakes nor to address my concerns as Mr. Honora indicated he would as the delegate by Mercedes Benz USA, LLC (along with Mr. Jim Willard) to address my concerns.

Jun 13, 2005 - I wrote to Mr. Halata again requesting assistance with resolving the problem I was having with the braking system and informed him since that my initial communication to him of May 31, 2005, all my efforts to resolve the mechanical problems with the heating system, uncontrollable vehicle vibrations, and brake failure since I dropped off the vehicle off had completely broken down (Enclosure 14).

The problem with the brakes, problems with the vehicle vibrating uncontrollably while driving the vehicle at speeds above 40 miles an hour (and for which I sought warranty repair), and the safety recall repair related to the heater's blower motor remain unresolved.

I also wrote to the Maryland Attorney General Consumer Complaint Division to amend my complaint for assistance under the under the Maryland Automotive Warranty Enforcement Act, MD Code Ann., Com. Law II, §14-1501 et seq., Enclosure 15.

June 14, 2005 - I received a phone call from Mr. Tom Pfliger, Service Director, Herb Gordon Auto Group, Inc., Mercedes Benz for the first time, in response to a voice mail message I left for him in June 13, 2005.

Mr. Pfliger did not offer any information regarding my request for a meeting to discuss my concerns, and he did not address my concerns regarding problems with the brakes, problems with the vehicle vibrating uncontrollably while driving the vehicle a speed above 40 miles an hour for which I sought warranty repairs, nor the

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner - [REDACTED]

June 23, 2005

Page 8

safety recall repair to the heater blower motor which all remain unresolved. Instead, Mr. Pflieger was very rude and stated that the dealer would not pay for the rental car I had been offered for use as a courtesy while my vehicle was in for repair, and while waiting for the meeting that I requested take place to resolve the outstanding mechanical problems with my vehicle. Mr. Pflieger further stated that I should pick up my vehicle and until that time, I would be charged for use of the courtesy rental car beginning with Saturday, June 11, 2005.

On this date, I also received a call from Mr. Jim Willard who stated that he dealership could not duplicate the problems I described with the heating/AC system, or the uncontrollable vibration of the vehicle at highway speeds.

Mr. Jim Willard supported the assertions made in the earlier phone call I received from Mr. Tom Pflieger, reiterated that the dealer's maintenance shop did not find any mechanical problems with the brakes (except for wear of pads and front rotors) of which is not covered by the manufacturer warranty. However, he indicated that the dealership would cover the cost of the rental car for the time the vehicle was in for service, but that I should pick up the vehicle as soon as possible.

Both Mr. Pflieger and Mr. Willard refused to meet with me to discuss the brake and other mechanical problems I am experiencing with the vehicle nor did they provide a reason for their refusal to meet with me. Additionally, Mr. Pflieger and Mr. Willard failed to formally address my request for repurchase or replacement of this vehicle pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq.

Jun 15, 2005 -

On Wednesday, June 15, 2005, I picked up my vehicle and at that time, requested that Mr. Pflieger or a representative dealership sign a document (Enclosure 16) prepared by my legal representative attesting to the fact that the brakes problems I was experiencing were not mechanical or due to a manufacturer's defect, and that it is not related to the prior catastrophic failure of the brake system that occurred on September 5, 2003, and the subsequent attempted repairs.

The information contained in the legal document provides that instead, based on representations made to me, it is the position of

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner - [REDACTED]

June 13, 2005

Page 9

Herb Gordon, Inc. and Mercedes Benz, USA LLC that the vehicle merely requires front discs and brake pads, and contains language that if the vehicle brakes fails and I or my passengers, or any other pedestrians are injured, or die, and it is determined that the failure is due to mechanical failure or manufacture defect, then Herb Gordon, Inc. and Mercedes Benz, USA LLC accept full liability.

Mr. Pflieger was absent from the dealership when I picked up my vehicle and therefore, unable to sign the release document. In his absence, I asked one of the Sales Manager (Mr. Rick Brenner), as a representative for the dealership, to sign the release document prior to my taking possession of the vehicle. Mr. Brenner informed me that he was not authorized the document but that he would forward it to the dealership's legal counsel and mail me a signed copy of the document at a later date.

To date, the signed legal document attesting to the dealership's position regarding the mechanical problems associated with my vehicle brakes (which remains unresolved) has not been returned to me by Herb Gordon Auto Group as promised by Mr. Rick Brenner on June 15, 2005.

Jun 17 , 2005 -

I wrote a final letter to Mr. Paul Halata informing him that the matters pertaining to mechanical problems with my vehicle brakes, the vehicle's uncontrollable vibration, and heating/AC problems remain unresolved and of the non-cooperation of Mr. Jim Willard and Mr. Tom Pflieger to meet with me to discuss the unresolved mechanical problems, and the failure of the manufacture and dealership to comply with the law, and my vehicle's manufacture warranty (Enclosure 17).

Jun 18, 2005 -

I received a letter dated June 15, 2005, from Mr. Honora Duffy of Mercedes Benz, USA, LLC asserting there was no performance concern with my vehicle's braking system, the vehicle only needs rotors and pads, and that the problems with the vehicle vibration and climate system could not be duplicated or verified by the shop Forman (Enclosure 18). The letter further stated that Company is not in a position to meet my demands to "either take back or replace my vehicle".

The manner in which this entire matter was handled by Mercedes Benz, USA LLC, and Herb Gordon Auto Group was not only unprofessional, but was punitive in nature based on threats to charge me for use of the courteous loaner car, refusal by representatives of both Companies to meet with me to discuss my concerns not only

Summary of Major Safety and Mechanical Problems

2001 Mercedes Benz S430 (VIN # WDBNG70381A [REDACTED])

Owner [REDACTED]

June 23, 2005

Page 10

violates the law, but also does not meet the standards prescribed in my warranty documents, or and does not demonstrate goodwill on the part of the Company to stand behind its product or satisfactorily address legitimate concerns on behalf of its customers.

Since my attempts to resolve this problem directly with the dealership that sold me the vehicle (Herb Gordon Auto, Group, Inc.) and with Mercedes Benz, USA LLC were unsuccessful, I have no choice but to seek legal remedies to recover damages I have suffered as a result of being sold a defective product as prescribed by law, which not only seriously jeopardizes my personal safety and that of others, but also has resulted in a devaluation and limited my use of the vehicle.

I have also researched mechanical defects or technical bulletins related to safety issues with this vehicle as documented by the National Highway Traffic Administration of the Department of Transportation and found at least two safety recalls related to a manufacture defect with the 2001 Mercedes S Class 430 Model for which I have never received notifications of by Mercedes Benz, USA, LLC and no documentation of a repair for these problems by the dealership associated with visibility as it relates to the Windshield wiper/washer and the suspension problems related to corrosion in the inner steel portion of the active body control (ABC) (Enclosure 19).

Copies of summaries related other defect investigations conducted by the National Highway Traffic Administration of the Department of Transportation for the 2001 Mercedes S Class 430 Model is provided at Enclosure 20.

Request that you investigate the issues related to the documented brake failure of my vehicle is contained herein, and that you take whatever action is necessary for violations of the law by Mercedes Benz, USA, LLC, and Herb Gordon Auto Group, Inc., Mercedes Benz.

Your assistance in this matter is greatly appreciated.

Respectfully Submitted:

[REDACTED]
Columbia, Maryland [REDACTED]

Telephone: [REDACTED]

Enclosures

Enclosure 1

Enclosure 2



Mercedes-Benz

Mercedes-Benz USA, LLC
Attn: Customer Assistance Center
One Mercedes Drive
P.O. Box 350
Montvale, NJ 07645-0350

Mercedes-Benz USA, LLC
A DaimlerChrysler Company

September 2002

VIN#: WD8NG7QJ61A147793

14548_3

COLUMBIA MD



Dear Mercedes-Benz Owner or Lessee:

In March, 2001, we wrote to inform you of our recommendation to use only certain pure synthetic motor oils in your 2000 or 2001 model year Mercedes-Benz vehicle equipped with FSS. Since that time, approved pure synthetic motor oils have been the only engine lubricants recommended for your vehicle. Of course, the Mercedes-Benz Maintenance Commitment covers specified maintenance at authorized Mercedes-Benz dealers, at no charge, for 48 months or 60,000 miles, whichever comes first.

After our March 2001 letter, a Mercedes-Benz owner filed a class action lawsuit claiming that the use of conventional oil could result in engine damage. In fact, a very small number of Mercedes-Benz owners have experienced oil sludge and fewer still experienced related engine damage from the earlier use of conventional motor oil, particularly when FSS service intervals were not carefully followed. Regular oil changes at the recommended FSS intervals using approved pure synthetic motor oils as outlined in the Mercedes-Benz Factory Approved Service Products booklet sent to you as an enclosure to our March 23, 2001, letter will prevent any such problems and ensure the excellent engine performance you expect in a Mercedes-Benz vehicle.

If you have not experienced oil sludge or related piston ring repairs (the most common engine problem that can occur due to the use of conventional motor oil in FSS vehicles), and have switched to approved pure synthetic oil since March 2001, there is no reason to believe you will have any problems in the future. Nonetheless, without admitting any wrongdoing, we have agreed to settle the class action in order to return our focus to providing our customers the exceptional ownership experience we know you expect when purchasing a Mercedes-Benz vehicle.

To demonstrate our commitment to superior performance and quality, we will cover your vehicle up to ten years from the date of first purchase or lease or 150,000 miles (whichever occurs first) under the terms of your existing warranty or any extended warranty you have purchased from MBUSA in the unlikely event of any future oil sludging or related engine damage in your vehicle from the earlier use of conventional, approved motor oil (API SH or SJ). MBUSA will also encourage its dealers to maintain their regular policy on loaner vehicles and other customer care benefits during any needed repairs. This coverage applies as long as you maintain your vehicle in accordance with our recommendations, including making the switch to approved pure synthetic motor oil as recommended in the March 23, 2001 letter. The specifics of this warranty coverage are outlined in the enclosed Notice of Class Action Settlement, which we urge you to read carefully.

To be sure we haven't missed anything, we also invite you to contact us if you believe you have been erroneously denied warranty coverage for oil sludge or piston ring repairs in the past. We will review the repair records and work with you to provide possible reimbursement if an error was made.

You can rest assured that some of the world's best automotive engineers stand behind your Mercedes-Benz. If you have any questions or would like more information, please contact us at 1-800-367-6372.

Sincerely,

Mark Juron
MBUSA General Manager
Product Management
Parts and Services

One Mercedes Drive, P.O. Box 350, Montvale, NJ 07645-0350, Phone 1-800-367-6372, Fax (201)373-0117
www.MBUSA.com



Mercedes-Benz - registered trademarks of DaimlerChrysler AG, Stuttgart, Federal Republic of Germany

IN THE UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

JOSEPH A. O'KEEFE,
individually and on behalf of all
others similarly situated,

Plaintiff,

v.

MERCEDES-BENZ USA, LLC,

Defendant.

Civil Action No. 01-2902

NOTICE OF PENDENCY OF CLASS ACTION
AND PROPOSED SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED BY THIS SETTLEMENT

TO: All persons throughout the United States, Puerto Rico and U.S. Territories who at the time of Final Settlement approval own or lease a model year 1998, 1999, 2000 or 2001 (first purchased or leased before March 31, 2001) Mercedes-Benz vehicle equipped with the Flexible Service System ("FSS") (the "Settlement Class" or the "Class")

YOU ARE HEREBY NOTIFIED of a class action lawsuit that is pending in this Court and which the parties propose to settle on a class-wide basis on the terms set forth below.

If approved by the Court, the proposed settlement ("Settlement") will offer to all members of the class warranty coverage for oil sludging and related engine damage which may result from the use of API SH or SJ conventional motor oil in 1998 through 2001 model year FSS-equipped Mercedes-Benz vehicles first purchased or leased before March 31, 2001 ("Vehicles"). It will also provide for the distribution of Maintenance Service Certificates in the amount of \$35 each to owners and lessees of 1998 and 1999 vehicles usable as a credit toward a future scheduled service at an authorized Mercedes-Benz dealer which includes an oil change (A or B Service). Owners and lessees of 2000 and 2001 vehicles are already covered for these expenses under the Mercedes-Benz Maintenance Commitment.

If you are a member of the Settlement Class, you have the right to participate in the proposed Settlement. You may also choose to exclude yourself from the Class. If you elect to exclude yourself from the Class, you will not receive all of the benefits of the proposed Settlement.

On August 7, 2002, the parties filed their proposed Global Class Action Settlement Agreement with the Court. By order dated August 12, 2002, and entered on August 14, 2002, the court conditionally certified the Class for settlement purposes only, approved this form of notice to the Class, and scheduled a hearing on the settlement for November 25, 2002.

None of the actions taken by the court in connection with the issuance of this notice constitute an opinion of the court as to the validity or truth of any of the plaintiff's legal or factual allegations or of the positions taken by any party in this action.

I. DESCRIPTION OF THE LITIGATION

On or about May 2, 2001, plaintiff filed a class action complaint in Pennsylvania state court (the "Action") on behalf of owners and lessees of 1998 and 1999 model year Mercedes-Benz vehicles equipped with the FSS system. The Action alleges that the use of Mercedes-Benz approved conventional motor oil in the vehicles could result in sludge buildup or other conditions which could damage the engines. The defendant in the case is Mercedes-Benz USA, LLC ("MBUSA") who, on June 12, 2001, removed the Action to this federal court. Plaintiff sought to remand the Action to Pennsylvania state court, but his motion for remand was denied by the court on July 13, 2001. Since that time, the parties have been litigating this case in federal court, including exchanging and reviewing documents, conducting depositions, filing and arguing motions and engaging in other fact investigation and discovery. The court has not previously ruled on class certification.

On November 21, 2001, plaintiff filed a motion for leave to file an amended class action complaint in the Action, which was granted by the court in an order dated December 14, 2001. Plaintiff filed an amended class action complaint on December 18, 2001 which added certain claims to the Action. Following a hearing on January 23, 2002, the Court, in an order dated January 31, 2002, granted MBUSA's motion to dismiss plaintiff's claim under the Magnuson-Moss Warranty Act.

On February 13, 2002, plaintiff filed a similar action in New Jersey state court captioned Joseph A. O'Keefe v. Mercedes Benz USA, LLC, Superior Court of New Jersey, Law Division, Bergen County, Docket Number 1245-02 (the "New Jersey Action") to assert a Magnuson-Moss claim and other claims. The New Jersey Action has been dismissed pending approval of this Settlement.

On July 22, 2002, plaintiff filed a second amended complaint (the "Complaint") alleging breach of express and implied warranty, unjust enrichment and violation of state consumer protection statutes.

MBUSA denies any wrongdoing or liability of any kind and denies that its vehicles contain any defect or problem as alleged by plaintiff in the Complaint. MBUSA contends that: when the FSS service intervals are followed with use of API SH or SJ conventional oil, oil sludging and any potential related engine damage should not occur; the factory oil fill when the vehicles were new met the same standard as approved synthetic oils; the recommendation in MBUSA's March 2001 letter to customers to use specified pure synthetic motor oils was appropriate and will prevent any future oil sludging or related engine problems even if a customer earlier used approved conventional oil; the FSS results in decreased maintenance costs as compared with non-FSS Mercedes-Benz vehicles (even accounting for the increased cost of synthetic oil); oil changes performed at Mercedes-Benz dealers after March 2001 were performed using approved synthetic oils; and any and all engine repairs performed by Mercedes-Benz dealers and necessitated by the use of approved conventional oil in the Vehicles have been covered under warranty or goodwill adjustment. MBUSA also denies that any member of the Settlement Class has been damaged. MBUSA has entered into this Settlement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation.

Plaintiff and his counsel have conducted a thorough investigation into the facts underlying this Action, have reviewed voluminous documents produced by MBUSA and third parties, have taken depositions in the Action, and have concluded that a Settlement with MBUSA according to the terms set forth below is in the best interests of plaintiff and the Class.

II. THE PROPOSED SETTLEMENT

The terms of the proposed Settlement are summarized below. The complete terms of the Settlement are on file at and may be reviewed at the Office of the Clerk of the United States District Court for the Eastern District of Pennsylvania, Room 2609, 601 Market Street, Philadelphia, PA 19106, where they may be examined and copied during regular business hours. The settlement agreement and other relevant documents also are posted on the website of plaintiff's lead counsel at www.jacobsenlaw-pa.com.

In full and complete settlement of all claims of the plaintiff and the members of the Settlement Class that are alleged in the Complaint or that arise out of the conduct alleged in the Complaint, defendant MBUSA agrees to provide to the Settlement Class, as more fully described below, warranty coverage under the terms of existing original or extended Mercedes-Benz warranties up to 150,000 miles or ten years from the date of original purchase or lease, whichever occurs first, for any engine damage that may result from the use of conventional API SH or SJ motor oil and to distribute to each Settlement Class member who owns or leases a 1998 or 1999 model year Vehicle a Maintenance Service Certificate in the face amount of \$35 each, usable toward the cost of a regularly scheduled maintenance at a Mercedes-Benz dealer that includes an oil change (A or B Service).¹

The terms and condition of the warranty coverage are as follows:

- a. Coverage shall be under the terms of the original warranty and/or any existing extended warranty purchased by the Settlement Class member from MBUSA;
- b. The warranty coverage shall apply up to 150,000 miles or ten years from the date of original purchase or lease of the Vehicle, whichever occurs first;
- c. Warranty coverage shall survive the sale or other transfer of the Vehicle to a new owner or lessee;
- d. MBUSA will encourage its dealers to provide loaner vehicles or whatever customer care benefits are ordinarily extended to customers of those dealerships whose vehicles are being repaired under warranty, but cannot guarantee that the dealers will do so;
- e. If requested by any Settlement Class member, MBUSA will review any previous engine repair performed by a Mercedes-Benz dealer involving certain specific types of engine problems or damage that could have been caused by the use of API SH or SJ conventional motor oil (in particular, oil sludging or piston ring repairs) paid for by the Settlement Class member (and not otherwise covered by a warranty or goodwill adjustment by MBUSA or its dealer) and, if determined by MBUSA to have been caused by the use of API SH or SJ conventional motor oil prior to December 2001, MBUSA shall cover the repair by reimbursing the Settlement Class member for such repair;
- f. If there is a legitimate dispute as to whether oil sludging or related engine damage was caused by the use of API SH or SJ conventional motor oil, MBUSA will err on the side of the Settlement Class member in determining whether to provide such coverage;
- g. Provided, however, that MBUSA shall not be obligated or required to provide such coverage: 1) where there is evidence of Vehicle abuse or neglect in failing to properly maintain the Vehicle according to MBUSA recommendations, including the recommended service schedule; and 2) to Vehicles with other product alterations that would void the warranty in accordance with its terms.

The terms and conditions of the Maintenance Service Certificates are as follows:

- a. The Maintenance Service Certificate shall entitle the holder to a \$35 credit toward the cost of a scheduled maintenance service that includes an oil change (that is, an A or B service) performed at an authorized Mercedes-Benz dealer;

¹ Excluded from the Class are: (1) all prior owners or lessees of the Vehicles; (2) any registered owner who holds a Vehicle with a salvage title or for scrap or sale of parts; and (3) Vehicles currently owned by or leased to MBUSA, its parents, subsidiaries, affiliates and dealers, and their officers, directors and employees.

- b. To receive the credit, the Maintenance Service Certificate must be physically presented and surrendered to the Mercedes-Benz dealer at the time of the service;
- c. The Maintenance Service Certificate shall not be valid until the date of Final Settlement approval and is subject to final court approval of the Settlement;
- d. The Maintenance Service Certificate is valid only toward the cost of an A or B Service performed at an authorized Mercedes-Benz dealer;
- e. The Maintenance Service Certificate must be presented in a Mercedes-Benz dealer for use by December 1, 2004, and will be void after that date;
- f. The Maintenance Service Certificate is transferable via physical delivery to subsequent owners or lessees of the Mercedes-Benz vehicle, but is restricted to use for the vehicle to which it is issued. Photocopies may not be used. Certificates may not be used in combination with any other discount offer.

The above is only a summary of the basic terms of the proposed Settlement, and you are referred to the Global Class Action Settlement Agreement and related documents, which are on file with the Clerk of the Court and available on the website of plaintiff's lead counsel, for its precise terms and conditions.

What The Settlement Means

The proposed Settlement is intended to settle all claims that the plaintiff and the members of the Settlement Class have alleged in the Complaint in this case or which arise out of the conduct alleged in the Complaint. Accordingly, if you do not exclude yourself from the Settlement Class, you will be deemed to have agreed that you will forever refrain from bringing any suit or asserting any claim against MBUSA, or against any of its past or present officers, directors, agents, employees, parents, affiliates, subsidiaries or divisions, or any of their successors, assigns, or legal representatives, that was or could have been asserted in this Action or that arises out of the conduct alleged in the Complaint.

III. ELECTION BY SETTLEMENT CLASS MEMBERS

A. If you are a member of the Settlement Class defined above, you are entitled to participate in this action as a Class member and receive the benefits of the Settlement. You do not have to do anything further, and your interests will continue to be represented by class counsel identified in subparagraph C below.

B. If you wish to remain in the Settlement Class but enter a separate appearance through your own attorney, you may do so by filing a Notice of Appearance with the Clerk of the Court at the United States District Court for the Eastern District of Pennsylvania, Room 2609, 601 Market Street, Philadelphia, PA 19106, together with proof of service on lead counsel for the plaintiff and counsel for defendant MBUSA, whose names and addresses appear in subparagraph C below. Such Notice must be postmarked no later than November 1, 2002. You will then continue as a Class member with representation by your own attorney, and you will be responsible for any fees and expenses of that attorney.

C. You may elect to be excluded from the Settlement Class. Any such election must be made in writing, and it must be postmarked by no later than November 1, 2002. If you exclude yourself from the Class, you will not be bound by any decision or judgment in this action, and you will remain free to pursue on your own behalf whatever legal rights you may have. However, persons who exclude themselves from the Class will not be entitled to share in the benefits of the proposed Settlement. If you wish to exclude yourself from the Settlement Class, you must send a written request for exclusion to both counsel listed below:

Kenneth A. Jacobson, Esquire
Law Offices of Kenneth A. Jacobson
22 West Front Street
Media, PA 19063
Lead Counsel for Plaintiff and the Settlement Class

Terri S. Reiskin, Esquire
Hogan & Hartson, LLP
Columbia Square
555 Thirteenth Street, NW
Washington, D.C. 20004-1109
Counsel for Defendant MBUSA

The written request for exclusion should include the caption of this Action and the docket number exactly as it appears at the top of this notice. Please write the words "Request for Exclusion" on the lower left-hand corner of the outside of the envelope.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE CLASS, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

D. If you do not elect to be excluded from the Settlement Class, and if the court grants final approval of the Settlement, you will be bound by the terms of the Settlement and by any judgment entered in accordance with the settlement agreement. You will be deemed to have entered into the agreement not to sue MBUSA and others described in paragraph II above, and will be precluded from bringing such an action or claim in the future.

* See Attached Summary
for detailed descriptions of
incidents, brake failure, and other
mechanical problems with the 2001
S430 Mercedes Benz VIN# WDBN690381A

ATTACH ADDITIONAL SHEETS IF NEEDED

U.S. Department
of Transportation

National Highway
Traffic Safety
Administration

400 Seventh St., S.W.
Washington, D.C. 20590

Official Business
Penalty for Private Use \$300



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.

U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-218
400 7th Street, SW
Washington, DC 20590



**VEHICLE
OWNER'S**

QUESTIONNAIRE

DOT AUTO SAFETY HOTLINE

TO REPORT VEHICLE SAFETY DEFECTS
COMPLETE THIS FORM
OR

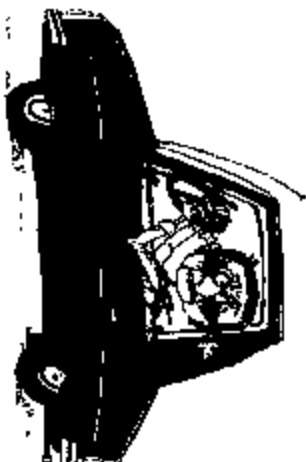
DASH2DOT

and dial toll free at

1-888-DASH-2-DOT

1-888-327-4236

DOT Auto Safety Hotline
(DASH) 2 DOT



U.S. Department of Transportation
National Highway Traffic Safety
Administration
www.nhtsa.dot.gov/hotline

IV. SETTLEMENT HEARING

A. The Court will hold a hearing in Courtroom No. 1 at the United States District Court, 4th Floor, 101 Larry Holmes Drive, Easton, PA 18042 on November 25, 2002 at 10:00 a.m. to determine whether the settlement should be approved as fair, reasonable and adequate. The hearing may be continued without further notice. It is not necessary for you to appear at the settlement hearing in order to obtain the benefits of the Settlement.

B. Any Settlement Class member who does not exclude himself or herself from the Class may oppose the proposed Settlement by submitting a written objection, including a statement of the grounds therefor, and may, in addition, appear at the hearing, individually or through his or her own counsel, if he or she has filed written objections to the Settlement and a written Notice of Intention to Appear at the Settlement Hearing. Any such objections, together with all supporting papers and briefs, and proof of membership in the Settlement Class, must be filed with the Clerk of the Court, United States District for the Eastern District of Pennsylvania, Room 2609, 601 Market Street, Philadelphia, PA 19106, no later than November 1, 2002, with proof of service on each of the following counsel for the parties:

Kenneth A. Jacobsen, Esquire
Law Offices of Kenneth A. Jacobsen
22 West Front Street
Media, PA 19063
Lead Counsel for Plaintiff and the Settlement Class

Terri S. Reiskin, Esquire
Hogan & Hartson, LLP
Columbia Square
555 Thirteenth Street, NW
Washington, D.C. 20004-1109
Counsel for Defendant MBUSA

All papers should bear the same caption of the Action, including the docket number, exactly as it appears at the top of this notice. Except for good cause shown, any objector who has not filed timely written objections will not be heard at the settlement hearing.

C. The law firms representing the plaintiff and the Settlement Class intend to apply to the Court for an award of attorneys' fees and for approval of reimbursement of reasonable out-of-pocket litigation expenses. The Court will decide, upon final approval of the settlement, on the amount of attorneys' fees and reimbursement of reasonable expenses to be paid to Settlement Class Counsel by MBUSA. The parties have agreed that Settlement Class Counsel may not seek more than \$7,500,000 in combined attorneys' fees and expenses. MBUSA will oppose and object to the fee request, and the Court will decide on the amount to be awarded. MBUSA has agreed to pay and not to appeal any award of fees and expenses up to \$7,500,000 which may be awarded by the Court. Any Settlement Class Member who does not exclude himself or herself from the Class may object to or otherwise oppose the request for attorneys' fees and/or expenses, in whole or in part, by following the same procedure for filing written objections to the Settlement described in subparagraph B above. Under no circumstances shall any payments to Settlement Class Counsel reduce or diminish in any manner the benefits provided to the Settlement Class members under the terms of the Settlement.

ADDITIONAL INFORMATION

Any questions you have concerning the litigation in general or the matters contained in this notice should be directed in writing to:

Kenneth A. Jacobsen, Esquire
Law Offices of Kenneth A. Jacobsen
22 West Front Street
Media, PA 19063
Lead Counsel for Plaintiff and the Settlement Class

and

Terri S. Reiskin, Esquire
Hogan & Hartson, LLP
Columbia Square
555 Thirteenth Street, NW
Washington, D.C. 20004-1109
Counsel for Defendant MBUSA

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE FOR INFORMATION.

Enclosure 3



Mercedes-Benz

Mercedes-Benz USA, LLC

Klaus Ulkann
Vice President, Customer Services

Safety Recall #2002-110014

February, 2003

2002110014
WDBNG70B1A



Dear Mercedes-Benz Owner,

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. WE SENT YOU THIS NOTICE BECAUSE WE ARE CONCERNED ABOUT YOUR SAFETY.

DaimlerChrysler AG (DCAG) has decided that a defect which relates to motor vehicle safety exists in certain Model Year 2000 and 2001 S-Class vehicles. Mercedes-Benz USA, LLC (MBUSA) therefore has initiated a voluntary recall of these vehicles. Our records indicate that your vehicle is included in this group.

DCAG has determined that S-Class vehicles in this group have the potential for excessive static build-up in the trunk floor mats. Excessive static build-up can cause a static discharge when individuals move or remove items from the trunk compartment. Static discharge can damage the electrical system components located in the trunk, including the vehicle's battery. These static discharges can result in battery rupture and release of caustic battery electrolyte in the vehicle trunk area. Customers should not attempt to access or service their vehicle's battery. All battery service should be performed by an authorized Mercedes-Benz dealer technician. Your authorized Mercedes-Benz dealer will ensure proper battery electrolyte levels and retrofit an anti-static insulation panel between the trunk carpet and vehicle battery.

Your authorized Mercedes-Benz dealer is available to provide this service, free of charge. The working time required is approximately 1 hour. We are sorry to inconvenience you, BUT IT IS IMPORTANT FOR YOUR SAFETY, AND THE SAFETY OF OTHERS, TO HAVE THE WORK PERFORMED IMMEDIATELY. Please contact your authorized Mercedes-Benz dealer to schedule an appointment. Please mention this is Safety Recall # 2002-110014.

If you are no longer the vehicle owner, or have a change of address, please complete the reverse side of this letter and return the complete letter in the enclosed envelope. If this is a leased vehicle and the lessor and registered owner receive this notice, please forward this information by first class mail to the lessee.

Please contact your authorized Mercedes-Benz dealer should you have any questions or encounter any difficulty regarding this recall. If your dealer is unable to remedy your situation please contact us at 1-(800) FOR-MERCEDES. (1-800-367-6372).

If an authorized Mercedes-Benz dealer or Mercedes-Benz USA, LLC, fails or is unable to perform this battery service without charge within 60 days, pursuant to law 49 U.S.C. Chapter 301, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street, S.W., Washington, D.C. 20590 or call the toll-free Auto Safety Hotline at 888-327-4236.

Again, we apologize for any inconvenience this situation may cause you.

Sincerely,

Klaus Ulkann
Vice President, Customer Services



Enclosure 4

Enclosure 5

Enclosure 6

Enclosure 7



Mercedes-Benz

Mercedes-Benz USA, LLC

Klaus Ulkann
Vice President, Customer Services

Safety Recall #2004-070010

October, 2004

2004070010

WDBNG70181A



Dear Mercedes-Benz Owner,

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. WE SENT YOU THIS NOTICE BECAUSE WE ARE CONCERNED ABOUT YOUR SAFETY.

DaimlerChrysler AG (DCAG), the manufacturer of Mercedes-Benz vehicles, has decided that a defect which relates to motor vehicle safety exists in certain Model Year 2000 - 2001 S-Class and CL-Class vehicles. Mercedes-Benz USA, LLC (MBUSA) therefore has initiated a recall of these vehicles. Our records indicate that your vehicle is included in this group.

DCAG has determined that, due to a production deficiency occurring during the production process of the blower motor fuse holder, the size of the electric conductor on the blower motor fuse holder may be below appropriate tolerances. Consequently, the electric conductor of the blower motor fuse holder may dissipate more heat than the plastic fuse holder was designed to withstand, which could result in overheating of the blower motor fuse holder and disabling of the blower motor and the ability to defrost or defog the windshield in cold or hot and humid weather conditions. Depending on the occurrence and weather situation, driver visibility could be reduced, which could result in a crash.

Your authorized Mercedes-Benz dealer is available to provide this service, free of charge. The working time required is approximately two hours. Please contact your authorized Mercedes-Benz dealer to schedule an appointment at your earliest convenience. Please mention Recall Campaign #2004-070010.

If you are no longer the vehicle owner, or have a change of address, please complete the reverse side of this letter and return the complete letter in the enclosed envelope. If this is a leased vehicle and the lessor and registered owner receive this notice, please forward this information by first class mail to the lessee. If you have paid to have this recall condition corrected prior to this notice you may be eligible to receive reimbursement. Please see the reverse side of this notice for details.

Please contact your authorized Mercedes-Benz dealer should you have any questions or encounter any difficulty regarding this recall. If your dealer is unable to remedy your situation please contact us at 1-(800) FOR-MERCEDES (1-800-367-6372).

If an authorized Mercedes-Benz dealer or Mercedes-Benz USA, LLC, fails or is unable to perform this service without charge within 60 days, pursuant to law 49 U.S.C. Chapter 301, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street, S.W., Washington, D.C. 20590 or call the toll-free Auto Safety Hotline at 888-327-4236.

Again, we apologize for any inconvenience this situation may cause you.

Sincerely

Klaus Ulkann
Vice President, Customer Services

One Mercedes Drive, P.O. Box 350, Montvale, NJ 07645-0350, Phone 1-800-FOR-MERCEDES (1-800-367-6372), Fax (201) 476-6211
www.MBUSA.com



Mercedes-Benz - registered trademarks of DaimlerChrysler AG, Stuttgart, Federal Republic of Germany



Enclosure 8

Enclosure 9

Enclosure 10

Enclosure 11

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Paul Halapa
President & CEO
Mercedes Benz USA, Inc.
One Mercedes Drive
Clarkston, GA 30025

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Restricted by: *[Marked]*

C. Date of Delivery

D. Is delivery address *[Marked]* ☐ Yes
If YES, enter delivery point ☐ No

JUN 03 2005

7004 2510 0006 1164 4958

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box.

Columbia, MD

May 31, 2005

[REDACTED]
Columbia, Maryland
[REDACTED]

BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Paul Halapa
President, Mercedes Benz, USA
1 Mercedes Drive 07645
Montvale, New Jersey

Dear Sir:

I am writing to notify you of the problems I have had with my 2001 S430 Mercedes Benz, VIN# WDBNG70J81A [REDACTED] pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq.

I purchased my car from Herb Gordon Auto Group, Inc., and Mercedes Benz of 3161 Automobile Blvd in Silver Spring, Maryland, on August 31, 2000, for a cost of approximately \$73,065.00 and was initially financed with Mercedes Benz Credit Corporation. A copy of the invoice concerning the purchase of this vehicle is provided at Enclosure 1.

On September 5, 2003, while driving my vehicle, I suffered a catastrophic failure of my braking system without any warning. I was unable to stop the car and narrowly escaped an accident and serious bodily injury. It is only through my quick thinking was I able to steer the vehicle out of the path of vehicles in front of me and off the road to avoid being hit from the rear by other oncoming vehicles. I immediately used my tele-aid system to summons help because the vehicle was not drivable and it had to be towed to the nearest dealership which happened to be the Herb Gordon Auto Group, the dealership where I purchased the vehicle. A copy of the invoice documenting this brake failure and attempted repair by the dealer is provided at Enclosure 2.

At the time of this catastrophic brake failure, my vehicle was still covered under my new vehicle warranty. Although I had the vehicle towed back to the dealer for repair, the brakes have never worked properly and the vehicle has been difficult to stop when the brakes are employed. I took my car back to the dealer on two other occasions for repair attempts to have the brake failure problem corrected but to date, the dealer has been unable to do so.

I have also met with Mr. Bill Costlow, a Service Manager for the dealership where I purchased the vehicle in January 2005, (the dealership has been re-named MileOne

Page 2

Letter to Mercedes-Benz, LLC

From [redacted] Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

Mercedes Benz as a result of a merger by Herb Gordon Mercedes Benz with another company), met with the sales representative who sold me the car (Mr. King Lenoir) concerning the brake problem with my vehicle, and I contacted the Customer Assistance Center for Mercedes Benz USA, LLC in Montvale, New Jersey for assistance with this problem. Mr. Costlow indicated that Mercedes Benz USA, LLC would have to authorize further brake repairs because the warranty was no longer in force due to fact that four years had expired since I purchased the vehicle, and despite the fact that the initial catastrophic failure of the braking system occurred before the four year new warranty expired, which is well documented, and to date, remains unresolved per repair invoices. The mileage from the first brake failure and repair until the vehicle brakes failed to operate properly again was less than 10,000 miles. This vehicle averages less than the customary average of 12,000 a year because it is used for pleasure only. At the current time, the vehicle has only approximately 32,000 miles, which is far less than the 50,000 miles covered by the new car warranty and does not justify the complete catastrophic failure of the hydraulic braking system and recurring braking problems that has occurred with this vehicle which was purchased new.

When I contacted the Customer Assistance Center for Mercedes Benz USA, LLC in Montvale, New Jersey regarding the vehicle's braking system, I was informed by a Customer Assistance Center Representative that I had to arrange repair of the vehicle's braking system with the dealer. Both the dealership and the Customer Assistance Center for Mercedes Benz, LLC essentially gave me the run around, and neither of these entities attempted to resolve the vehicle's defective braking system which has seriously compromised my safety and the safe operation of this vehicle.

I returned the vehicle for repeat repairs on February 2, 2005, and it was at that I again spoke to Mr. Costlow to inform him that the brakes were still not operating properly and of the position of the Mercedes Benz USA, LLC Customer Assistance Center that I address the issue with the dealer. Mr. Costlow indicated that he would contact the Company, and request that a Mercedes Benz USA, LLC Service Representative who visits the dealership on a regular basis, evaluate my vehicle. Mr. Costlow informed me that he would contact me with the next date this representative would be visiting the dealership and arrange a time for me to bring my vehicle in for the braking system to be evaluated. I also requested that Mr. Costlow forward copies of all the invoices for repairs that have been attempted or completed by the dealership since I purchased the vehicle. He mailed these documents to me on February 7, 2005. It has been over 3 months since my discussion with Mr. Costlow and his promise to contact me to have my vehicle's braking system evaluated by a Mercedes Benz USA, LLC Service Representative.

To date, I have not heard from Mr. Costlow regarding his promise to have a Mercedes Benz, LLC Service Representative evaluate the vehicle's braking system, and the brakes are still not working properly. I no longer have confidence that the brakes will stop the vehicle, I fear for my personal safety and that of my passengers due to the

Page 3

Letter to Mercedes Benz, LLC

From [REDACTED] Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

unsafe operation of the vehicle's brakes, and I am no longer willing to wait have the problem repaired since three attempts to have this problem resolved were unsuccessful. Attached are copies of the repair orders that document additional attempts by the dealership to repair vehicle's brakes; however, these attempts were unsuccessful (Enclosure 3). Rather than address the problem I was experiencing the vehicle's brakes, and my inability to stop the vehicle without pressing really hard on the brakes, the dealership recommended that the pads and rotors be replaced although the service representative admitted that these parts were within normal limits and did not necessarily need to be replaced. Additionally, I had not received a service notification via the vehicle's onboard computer, as is customary; to indicate brake service was required.

The problem of the vehicle's brake failure substantially impairs both the use and value of my car. Therefore, unless you are able to correct this problem within 30 days of your receipt of this letter, I request that you repurchase or replace my vehicle under the provisions of Md. Code Ann., Com. Law II, §14-1502.

There are other mechanical problems with the vehicle which began during the warranty period and still remains unresolved as of this date. In addition to the brake failure, the vehicle's vibrates uncontrollably when driving. I took the car to the dealer on three occasions (See Invoices at Enclosure 4) for repair of this problem when it was still under warranty (December 11, 2000, April 3, 2003, and April 21, 2003); however, the dealer balanced and rotated the tires, and stated one tire could not be balanced and likely needed to be replaced, but the dealer did not replace it. Attempted repairs by the dealer did not correct this problem and the problem remains unresolved at the present time.

The other problems that I have experienced with this vehicle relates to manufacturer recalls. When I sought service repairs for other mechanical problems (including the brakes) and a recall repair of the vehicle's blower motor on January 19, 2005, I was informed by the MileOne Service Representative that there was an open recall for repair (Reed Valve) of my vehicle, of which I had not previously received written notification, and therefore, this repair had not yet been performed. Prior to this date, I had not received any written notices for recall of the Reed Valve. When I sought repair for the recall campaign concerning vehicle's air conditioning/heating system blower fan, the dealer indicated that the blower fan recall repair was performed per the repair invoice; however, I had to return the vehicle for additional/repeat repairs in February 2, 2005, (Enclosure 5) because the blower fan did not operate properly after the recall repair of January 2005. The dealer's service department documented that the problem could not be duplicated, and therefore, no additional repairs were made. My heating system no longer operates properly since the dealer conducted the recall repair in the vehicle's blower motor, because the vents no longer circulate heat at all, or the vents that are operational do not provide enough heat for comfort. This problem remains unresolved at the present time.

Page 4

Letter to Mercedes Benz, LLC

From [REDACTED], Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

Please contact me at the above address or telephone number to arrange a mutually convenient date and time for you to inspect my car and make the necessary repairs.

Sincerely, [REDACTED]

Enclosures

Copy Furnished:

Attorney General, State of Maryland
Consumer Protection Division

Enclosure 1

Mercedes-Benz

Fahrerzeugdaten

220170 LA 147793

113041 30 220101

8 430

0 1 785 87008

5147062 4

722082 0 2313204

CONTINENTAL

Feedback

2000

24. *Polysiphonia* *sp.*

MEM-4

16. Why?

BOSCH

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**
 7. **Appendix**
 8. **Index**
 9. **Table of Contents**
 10. **Figure 1**
 11. **Figure 2**
 12. **Figure 3**
 13. **Figure 4**
 14. **Figure 5**
 15. **Figure 6**
 16. **Figure 7**
 17. **Figure 8**
 18. **Figure 9**
 19. **Figure 10**
 20. **Figure 11**
 21. **Figure 12**
 22. **Figure 13**
 23. **Figure 14**
 24. **Figure 15**
 25. **Figure 16**
 26. **Figure 17**
 27. **Figure 18**
 28. **Figure 19**
 29. **Figure 20**
 30. **Figure 21**
 31. **Figure 22**
 32. **Figure 23**
 33. **Figure 24**
 34. **Figure 25**
 35. **Figure 26**
 36. **Figure 27**
 37. **Figure 28**
 38. **Figure 29**
 39. **Figure 30**
 40. **Figure 31**
 41. **Figure 32**
 42. **Figure 33**
 43. **Figure 34**
 44. **Figure 35**
 45. **Figure 36**
 46. **Figure 37**
 47. **Figure 38**
 48. **Figure 39**
 49. **Figure 40**
 50. **Figure 41**
 51. **Figure 42**
 52. **Figure 43**
 53. **Figure 44**
 54. **Figure 45**
 55. **Figure 46**
 56. **Figure 47**
 57. **Figure 48**
 58. **Figure 49**
 59. **Figure 50**
 60. **Figure 51**
 61. **Figure 52**
 62. **Figure 53**
 63. **Figure 54**
 64. **Figure 55**
 65. **Figure 56**
 66. **Figure 57**
 67. **Figure 58**
 68. **Figure 59**
 69. **Figure 60**
 70. **Figure 61**
 71. **Figure 62**
 72. **Figure 63**
 73. **Figure 64**
 74. **Figure 65**
 75. **Figure 66**
 76. **Figure 67**
 77. **Figure 68**
 78. **Figure 69**
 79. **Figure 70**
 80. **Figure 71**
 81. **Figure 72**
 82. **Figure 73**
 83. **Figure 74**
 84. **Figure 75**
 85. **Figure 76**
 86. **Figure 77**
 87. **Figure 78**
 88. **Figure 79**
 89. **Figure 80**
 90. **Figure 81**
 91. **Figure 82**
 92. **Figure 83**
 93. **Figure 84**
 94. **Figure 85**
 95. **Figure 86**
 96. **Figure 87**
 97. **Figure 88**
 98. **Figure 89**
 99. **Figure 90**
 100. **Figure 91**
 101. **Figure 92**
 102. **Figure 93**
 103. **Figure 94**
 104. **Figure 95**
 105. **Figure 96**
 106. **Figure 97**
 107. **Figure 98**
 108. **Figure 99**
 109. **Figure 100**
 110. **Figure 101**
 111. **Figure 102**
 112. **Figure 103**
 113. **Figure 104**
 114. **Figure 105**
 115. **Figure 106**
 116. **Figure 107**
 117. **Figure 108**
 118. **Figure 109**
 119. **Figure 110**
 120. **Figure 111**
 121. **Figure 112**
 122. **Figure 113**
 123. **Figure 114**
 124. **Figure 115**
 125. **Figure 116**
 126. **Figure 117**
 127. **Figure 118**
 128. **Figure 119**
 129. **Figure 120**
 130. **Figure 121**
 131. **Figure 122**
 132. **Figure 123**
 133. **Figure 124**
 134. **Figure 125**
 135. **Figure 126**
 136. **Figure 127**
 137. **Figure 128**
 138. **Figure 129**
 139. **Figure 130**
 140. **Figure 131**
 141. **Figure 132**
 142. **Figure 133**
 143. **Figure 134**
 144. **Figure 135**
 145. **Figure 136**
 146. **Figure 137**
 147. **Figure 138**
 148. **Figure 139**
 149. **Figure 140**
 150. **Figure 141**
 151. **Figure 142**
 152. **Figure 143**
 153. **Figure 144**
 154. **Figure 145**
 155. **Figure 146**
 156. **Figure 147**
 157. **Figure 148**
 158. **Figure 149**
 159. **Figure 150**
 160. **Figure 151**
 161. **Figure 152**
 162. **Figure 153**
 163. **Figure 154**
 164. **Figure 155**
 165. **Figure 156**
 166. **Figure 157**
 167. **Figure 158**
 168. **Figure 159**
 169. **Figure 160**
 170. **Figure 161**
 171. **Figure 162**
 172. **Figure 163**
 173. **Figure 164**
 174. **Figure 165**
 175. **Figure 166**
 176. **Figure 167**
 177. **Figure 168**
 178. **Figure 169**
 179. **Figure 170**
 180. **Figure 171**
 181. **Figure 172**
 182. **Figure 173**
 183. **Figure 174**
 184. **Figure 175**
 185. **Figure 176**
 186. **Figure 177**
 187. **Figure 178**
 188. **Figure 179**
 189. **Figure 180**
 190. **Figure 181**
 191. **Figure 182**
 192. **Figure 183**
 193. **Figure 184**
 194. **Figure 185**
 195. **Figure 186**
 196. **Figure 187**
 197. **Figure 188**
 198. **Figure 189**
 199. **Figure 190**
 200. **Figure 191**
 201. **Figure 192**
 202. **Figure 193**
 203. **Figure 194**
 204. **Figure 195**
 205. **Figure 196**
 206. **Figure 197**
 207. **Figure 198**
 208. **Figure 199**
 209. **Figure 200**
 210. **Figure 201**
 211. **Figure 202**
 212. **Figure 203**
 213. **Figure 204**
 214. **Figure 205**
 215. **Figure 206**
 216. **Figure 207**
 217. **Figure 208**

44

Abstract

U.S. Department of Justice

29. **Answer: D** — The patient is a 25-year-old male with a 10-year history of asthma. He has been experiencing an increase in his symptoms over the past few months, and he has been using his rescue inhaler more frequently. He has also been experiencing some wheezing and shortness of breath. The physical examination is normal, and the chest X-ray is normal. The most likely diagnosis is asthma. The patient should be started on a long-acting beta-agonist (LABA) and a corticosteroid. The LABA will help to prevent the asthma attacks, and the corticosteroid will help to reduce the inflammation in the airways. The patient should also be educated on the proper use of his inhaler and the importance of taking his medication as prescribed.

12. John was 9

12. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

44-38861-100

Abstract

5-10

~~26-70000-0~~

~~SECRET~~ WDBNG70,181A

Workplace Harassment

2000

1997

DATA

2014-2015

2014-11-11

[illegible]

1. **Introduction**

21. Understand

File: 1-2-6

24 Tuesday

For Learning

24. Conclusion

Low Temperature

100

Enclosure 2

Enclosure 3

Enclosure 4

Enclosure 5

Enclosure 12

June 4, 2005

Maryland Attorney General
Attn: Consumer Protection Division
200 St. Paul Place
Baltimore, Maryland 21202

Subject: New Vehicle Complaint and Safety Concerns Regarding Catastrophic
Failure of Brakes (Mercedes Benz S430)

Dear Sir/Ms'am:

This forwards a new vehicle warranty complaint for a 2001 Mercedes Benz S430 that I purchased new from Herb Gordon Auto Group, 3161 Automobile Blvd., Silver Spring, Maryland 20904. The vehicle was purchased for \$73,065, is registered in the State of Maryland, and the mileage was 6 miles at the time of purchase.

While under warranty, and ~~without warning~~, I was driving the vehicle when the brakes catastrophically failed on September 5, 2003. The vehicle was towed to the dealer for repair, but the brakes have not operated properly since the first repair. I have tried unsuccessfully to have the brakes repaired by the dealer on a number of occasions. The vehicle does not always stop when I press the brake pedal causing me great concern for my personal safety and that of my passengers.

As a final effort to address this issue with the Mercedes-Benz, USA, LLC, I wrote to the President and CEO, Mr. Paul Halapa, on May 31, 2005 concerning the brake failures, enclosed the invoices concerning repairs attempted, and requested assistance in resolving this issue (See Enclosure 1), because my prior attempts to resolve this issue with the dealership and the Mercedes-Benz 1-800 Call Service Representatives were unsuccessful.

I have not yet received a formal written response but I did receive a phone call from a Mercedes Benz USA, LLC representative acknowledging receipt of my letter and a promise to set up a time for me bring the car in for evaluation. Past promises by a dealership Service Manager that I would be contacted to bring the vehicle in for evaluation have gone unfulfilled. Thus I am filing this formal complaint with the Consumer Protection Division for assistance under the Maryland Automotive Warranty Enforcement Act, MD Code Ann., Com. Law II, §14-1501 et seq (Enclosure 2).

In addition to the problem with the brakes, I experienced problems with the vehicle vibrating uncontrollably while driving the vehicle a speed above 40 miles an hour for which I sought warranty repairs but this problem also remains unresolved.

Page 2

Letter to Maryland Attorney General (Consumer Protection Division)

From: [REDACTED] Mercedes-Benz S430 Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

The mechanical problems described above, along with the fact that the vehicle was the subject of a class action suit that caused Mercedes-Benz, USA I.L.C. to have to extend the warranty because of potential future problem with oil slugging or engine damage due to design flaws discovered after the fact that do not permit use of certain motor oils (Enclosure 3). This, coupled with the brake and vibration mechanical problems, along with safety recalls (some known as a result of receipt of written notifications [Enclosure 4] and other unknown recalls for which no written notifications were ever received, and that were not revealed by the dealer until I took the vehicle in for routine service), and for which attempted repairs have caused other mechanical/operational problems, I no longer have confidence that this vehicle meet the requisite minimum standards for safety or quality which substantially impairs both the use and value of my vehicle.

Any assistance you can provide in resolving the matter will be greatly appreciated. Please feel free to contact me at the address provided or [REDACTED]

Sincerely,

[REDACTED]

*	NA	MO	11000	RT SEAT BELT PRETENS. NOT CONNECTDIAG,CONNECT RT SEAT BELT PRETENSION NOT CONNECTED,CONNECT & CLEAN
*	NA	TX	11001	REPLACE SEAT BELT BUCKLE.
*	NA	CA	11000	RECALL 01S21
*	NA	GA	11001	REMOVED SEAT BELTS REINSTALLED SEAT BELTS
*	NA	AR	11000	1 1 REPLACED BOTH FRONT SEATBELTS.
*	NA	FL	11000	27 TECH 22 REPLACED PASSENGER SIDE FRONT SEAT BELT
*	NA	TN	11000	
*	NA	IN	11000	REPLACED RIGHT FRT SEAT BELT BUCKLE, BUCKLE WOULD NOT LATCH
*	NA	MD	11000	24 REPLACE PASS SIDE BELT
*	NA	TN	11000	REMOVED SEATS AND REPLACED SEAT BELT BUCKLES THAT WERE TAKEN OUT OF STOCK UNIT REPLACED BUCKLES IN STOCK UNIT
*	NA	SC	11000	01S21D 01S21D
*	NA	CA	11000	REPLACED RIGHT SEAT BELT BUCKLE PER RECALL.
*	NA	OH	11000	SEAT BELT BUCKLE WOULD NOT LATCH REPLACED RIGHT FRONT SEAT BELT BUCKLE
*	NA	NJ	11000	VERIFY CONCERN REMOVE AND REPLACE INOP ASY
*	NA	FL	01XXXX	VERIFY CONCERN. R&R DRIVERS SEAT, REPLACE BUCKLE.
*	NA	OH	11000	COMPLETE RECALL
*	NA	CA	11000	SEAT BELT RECALL REPLACED LEFT SEAT BELT BUCKLE
*	NA	CA	11000	INSPECTED AND TESTED SEAT BELT BUCKLES PER RECALL. REPLACED LEFT SEAT BELT BUCKLE PER RECALL.
*	NA	FL	11000	REPLACE BUCKLE
*	NA	OH	11000	COMPLETE RECALL
*	NA	TX	11001	REPLACED SEAT BELT

Indicate the problems you have had with your new system using the following chart and attach all documents that relate to these problems (e.g. invoices, repair orders, etc.) to this form.

Problem	Date of Report	Amount
Sep 5, 2003 Catastrophic Failure of Brakes, 160 Warning. Car tripped to back of lot. Jan 2005	Sep 6, 2003	\$5,000
Brake Pedal, gas oil return to floor before the stop + Alarm. Had engine + marooned dealer before to discuss problem w/ brakes. Rep. was not helpful. Brakes not repaired, informed that Service Center not capable of repair. Vehicle Vibrates Uncontrollable while driving (Station - STILL UN- REPAIRED)	Jan 7, 2005	\$3,000
	Station	UNREPAIRED
	Dec 11, 2000	2,065
	Apr 2, 2003	20,000
	Apr 21, 2003	20,530
Vehicle stalled on Interstate	Sep 20, 2003	23,000

Vehicle stalled on Interstate Sep 28 2015 23,000
See other safety Recall campaign regarding this vehicle and Chevrolet Camaro 2015 (Attached)
you should be responsible of the incident. Dine

Please attach a copy of your letter to this form.

1. Was the replacement sent by certified mail, return receipt requested? ☒ Yes ☐ No
2. Was, if any, response from you received from the manufacturer?
(Please attach any written acknowledgment)

Do Written Correspondence

A Rep Called on Thurs, Jan 5, 2005 to again Promise
I would be contacted by a SVE Rep to set up an appointment
a real your completed form to the Consumer Protection office and you stated would not bring case in

Exclusion

FACTSHEET

James P. Thompson, Jr.
Chairman, Governor
William L. Thompson
Chief, Governor
Thompson, Governor

Consumer Protection Division, Maryland Attorney General's Office

Highlighting Your Research's Impact

West Market Street Hardware's New Store

▶ If your love one speaks about death on the regular stop them at the river, give them real love & attention.

In most cases, the manufacturer's warranty also covers only your car and replaces the savings you need to have your car repaired at our shop to you. Most companies will not pay other parts and expenses of your car our company and for their loss. If you need repairs, you must pay them down by a dealer, although you do not have to use the same dealer who sold you your car.

In these cases, however, the clarity may be superior to the glow you're given. If that is the case, you may have a chance.

Michigan's Lemon Law applies to new or leased motor vehicles (including taxi) that break and cannot be repaired in 90 days, and are worth less than \$5,000 after. The law provides for consumers whom they break, usually results in getting a refund or a replacement vehicle if repairs are not made within 90 days or a refund for the previous sales. They require the car and repair value of the vehicle.

Not all men are with problems
quality as women, but if you're
down, you must take action
quickly to restore relief under
the law.

This participation will help you determine whether your car is a lemon, and you want to be sure it meets state New Maryland's Consumer Protection Division and has

Abstract

**Montreal's Indians are eligible
only to vote. They cannot run for
office this:**

E. coli subtypes as determinants of

2. Future Research

2020 and 2021 results are shown in Table 1.

(Even if you are not the highest bidder, the Lowest Low might apply to your vehicle if the original owner purchased a new lease 15 months ago.)

The law provides that a dealer or creditless agent must submit a delivery within 30 days after the contract is made to the department by certified mail. If the representative or dealer is unable to do so, the customer is

Available in a reduced or complimentary package
within the Learning Library at the end of the year

- * A letter or warning should not be sent unless it is clear that the law is being broken, and that unless the letter is sent, the law will be broken.

- * Any one provision that unconstitutionally deprives life or limb shall be null and void to the extent that it may be enforced as law against anybody or

4. Any number of persons may simultaneously appear in any one market, subject to the condition that there shall be no more than 10 persons in any one market at any one time.

If you choose your car to a lesser — for example, if the dealer can take your car back immediately to refund the purchase and you follow the guidelines, substantially lowering the tax and market value of the vehicle — you should refer to the “voluntary liquidation” provision. You do not need to wait until the dealer has made the four equal payments, or until the car has been out of service for 90 days.



Figure 1



Mercedes-Benz

Mercedes-Benz USA, LLC

Klaus Ullmann
Vice President, Customer Services

Safety Recall #2004-070010

October, 2004

2004070010

10/04/04 10:00:00

Dear Mercedes-Benz Owner,

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act. WE SENT YOU THIS NOTICE BECAUSE WE ARE CONCERNED ABOUT YOUR SAFETY.

DaimlerChrysler AG (DCAG), the manufacturer of Mercedes-Benz vehicles, has decided that a defect which relates to motor vehicle safety exists in certain Model Year 2000 - 2001 S-Class and CL-Class vehicles. Mercedes-Benz USA, LLC (MBUSA) therefore has initiated a recall of these vehicles. Our records indicate that your vehicle is included in this group.

DCAG has determined that, due to a production deficiency occurring during the production process of the blower motor fuse holder, the size of the electric conductor on the blower motor fuse holder may be below appropriate tolerances. Consequently, the electric conductor of the blower motor fuse holder may dissipate more heat than the plastic fuse holder was designed to withstand, which could result in overheating of the blower motor fuse holder and disabling of the blower motor and the ability to defrost or defog the windshield in cold or hot and humid weather conditions. Depending on the occurrence and weather situation, driver visibility could be reduced, which could result in a crash.

Your authorized Mercedes-Benz dealer is available to provide this service, free of charge. The working time required is approximately two hours. Please contact your authorized Mercedes-Benz dealer to schedule an appointment at your earliest convenience. Please mention Recall Campaign #2004-070010.

If you are no longer the vehicle owner, or have a change of address, please complete the reverse side of this letter and return the complete letter in the enclosed envelope. If this is a leased vehicle and the lessor and registered owner receive this notice, please forward this information by first class mail to the lessor. If you have paid to have this recall condition corrected prior to this notice you may be eligible to receive reimbursement. Please see the reverse side of this notice for details.

Please contact your authorized Mercedes-Benz dealer should you have any questions or encounter any difficulty regarding this recall. If your dealer is unable to remedy your situation please contact us at 1-(800) FOR-MERCEDES (1-800-367-6372).

If an authorized Mercedes-Benz dealer or Mercedes-Benz USA, LLC, fails or is unable to perform this service without charge within 60 days, pursuant to law 49 U.S.C. Chapter 301, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street, S.W., Washington, D.C. 20590 or call the toll-free Auto Safety Hotline at 888-327-4236.

Again, we apologize for any inconvenience this situation may cause you.

Sincerely,

Klaus Ullmann
Vice President, Customer Services



Mercedes-Benz

Mercedes-Benz USA, LLC

Klaus Ulzonn
Vice-President, Customer Services

Safety Recall #2002-11078

February, 2003

2002110014
WDENK70JBLA147799

Shirley A. Bolton
8774 Carriage Hills Dr
Columbia, MD 21046-2604

[illegible]

Dear Mercedes-Benz Owner,

THIS NOTICE IS SENT TO YOU IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL TRADING AND MOTOR VEHICLE SAFETY ACT. WE SENT YOU THIS NOTICE BECAUSE WE ARE CONCERNED ABOUT YOUR SAFETY.

~~DaimlerChrysler AG (DCAO) has decided that a defect which relates to motor vehicle safety exists in certain Model Year 2000 and 2001 S-Class vehicles. Mercedes-Benz USA, LLC (MBUSA) therefore has initiated a voluntary recall of these vehicles. Our records indicate that your vehicle is included in this group.~~

DEAG has determined that S-Class vehicles in this group have the potential for excessive static build-up in the trunk floor mats. Excessive static build-up can cause a static discharge when individuals move or remove items from the trunk compartment. Static discharge can damage the electrical system components located in the trunk, including the vehicle's battery. These static discharges can result in battery rupture and release of caustic battery electrolyte in the vehicle trunk area. Customers should not attempt to access or service their vehicle's battery. All battery service should be performed by an authorized Mercedes-Benz dealer technician. Your authorized Mercedes-Benz dealer will ensure proper battery electrolyte levels and retrofit an anti-static insulation panel between the trunk carpet and vehicle battery.

Your authorized Mercedes-Benz dealer is available to provide this service, free of charge. The working time required is approximately 1 hour. We are sorry to inconvenience you, BUT IT IS IMPORTANT FOR YOUR SAFETY, AND THE SAFETY OF OTHERS, TO HAVE THE WORK PERFORMED IMMEDIATELY. Please contact your authorized Mercedes-Benz dealer to schedule an appointment. Please mention this is Safety Recall # 2002-110014.

If you are no longer the vehicle owner, or have a change of address, please complete the reverse side of this letter and return the completed letter in the enclosed envelope. If this is a leased vehicle and the lessor and registered owner receive this notice, please forward this information by first class mail to the lessor.

Please contact your authorized Mercedes-Benz dealer should you have any questions or encounter any difficulty regarding this recall. If your dealer is unable to remedy your situation please contact us at 1-800-POW-MERCEDES (1-800-367-6372).

If an authorized Mercedes-Benz dealer or Mercedes-Benz USA, LLC, fails or is unable to perform this battery service without charge within 60 days, pursuant to law 49 U.S.C. Chapter 301, you may submit a complaint to the Administrator, National Highway Traffic Safety Administration, 405 Seventh Street, S.W., Washington, D.C. 20590 or call the toll-free Auto Safety Hotline at 888-327-4236.

Again, we apologize for any inconvenience this situation may cause you.

Sincerely,

66-6112

Klaus Ullmer
Vice President, Customer Services



Mercedes-Benz

Mercedes-Benz USA, LLC
Attn: Customer Assistance Center
One Mercedes Drive
P.O. Box 350
Montvale, NJ 07645-0350

Mercedes-Benz USA, LLC
A DaimlerChrysler Company

September 2002



14548_8

VIN#: WDBNG7QJ81A147793

Dear Mercedes-Benz Owner or Lessee:

In March, 2001, we wrote to inform you of our recommendation to use only certain pure synthetic motor oils in your 2000 or 2001 model year Mercedes-Benz vehicle equipped with F55. Since that time, approved pure synthetic motor oils have been the only engine lubricants recommended for your vehicle. Of course, the Mercedes-Benz Maintenance Commitment covers specified maintenance at authorized Mercedes-Benz dealers, at no charge, for 48 months or 50,000 miles, whichever comes first.

After our March 2001 letter, a Mercedes-Benz owner filed a class action lawsuit claiming that the use of conventional oil could result in engine damage. In fact, a very small number of Mercedes-Benz owners have experienced oil sludge and fewer still experienced related engine damage from the earlier use of conventional motor oil, particularly when F55 service intervals were not carefully followed. Regular oil changes at the recommended F55 intervals using approved pure synthetic motor oils as outlined in the Mercedes-Benz Factory Approved Service Products booklet sent to you as an enclosure to our March 23, 2001, letter will prevent any such problems and ensure the excellent engine performance you expect in a Mercedes-Benz vehicle.

If you have not experienced oil sludge or related piston ring repairs (the most common engine problem that can occur due to the use of conventional motor oil in F55 vehicles), and have switched to approved pure synthetic oil since March 2001, there is no reason to believe you will have any problems in the future. Nonetheless, without admitting any wrongdoing, we have agreed to settle the class action in order to return our focus to providing our customers the exceptional ownership experience we know you expect when purchasing a Mercedes-Benz vehicle.

To demonstrate our commitment to superior performance and quality, we will cover your vehicle up to ten years from the date of first purchase or lease or 150,000 miles (whichever occurs first) under the terms of your existing warranty or any extended warranty you have purchased from MBUSA in the unlikely event of any future oil sludging or related engine damage in your vehicle from the earlier use of conventional, approved motor oil (API SM or SL). MBUSA will also encourage its dealers to maintain their regular policy on loaner vehicles and other customer care benefits during any needed repairs. This coverage applies as long as you maintain your vehicle in accordance with our recommendations, including making the switch to approved pure synthetic motor oil as recommended in the March 23, 2001 letter. The specifics of this warranty coverage are outlined in the enclosed Notice of Class Action Settlement, which we urge you to read carefully.

To be sure we haven't missed anything, we also invite you to contact us if you believe you have been erroneously denied warranty coverage for oil sludge or piston ring repairs in the past. We will review the repair records and work with you to provide possible reimbursement if an error was made.

You can rest assured that some of the world's best automotive engineers stand behind your Mercedes-Benz. If you have any questions or would like more information, please contact us at 1-800-367-6372.

Sincerely,

Mark Juron
MBUSA General Manager
Product Management
Parts and Services

Enclosure 13

Mercedes-Benz USA, LLP
Three Paragon Drive
Montvale, NJ 07645

**WESTERN
UNION**

MAILGRAM



UNITED STATES
POSTAL SERVICE

116783000042 06/09/05
EM05323

BLA1 - BLAA

116783000042 06/09/05
EM05323

June 9, 2005

Case No. 180198
Model No. S430V
Serial No. WDBNG70J81A

Dear Ms. [REDACTED]

Thank you for your letter to Paul Halata dated May 31, 2005; after review, I have been asked to respond on his behalf.

Herb Gordon Auto Group, Inc. and our Service/Parts Operations Manager inform us that your vehicle arrived at the dealership today, and they are currently reviewing your concerns on behalf of Mercedes-Benz USA, LLC.

Our regional manager and the dealership are empowered to address matters of this nature; therefore, your letter has been forwarded to them for handling on a local level.

Sincerely,

Honora Duffy
Customer Relations Liaison

MGMCOMP 17:04 EST

Enclosure 14

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Paul Halata
President
Mercedes Benz USA, LLC
55 Mercedes Drive
Columbia, MD 21046

A. Signature

x *K. Jackson*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

K. Jackson

C. Date of Delivery

6/14/05

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

2. Service Type

☐ Certified Mail

☐ Registered Mail

☐ Insured Mail

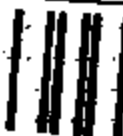
☐ Return Receipt for Merchandise

☐ Signature Required

☐ Signature Required for Restricted Delivery

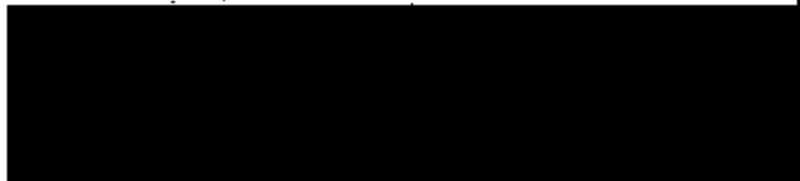
7004 2510 0006 6164 4941

United States Postal Service



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •



Columbia, MD



FAX

Date June 13, 2005

Number of pages including cover sheet 5

To: Mr. Paul Halata

From: Shirley A. Bolton

Phone

1-800-369-6372

Fax Phone

(201) 476-6213

CO:

Phone and

(410) 381-8175

Fax Phone

☒ Urgent

☐ For your review

☒ Reply ASAP

☐ Please comment

Attached letter serves as a follow up to my letter to you of May 31, 2005. The brake repair issues related to my S430 addressed I addressed to you in my May 31, 2005, letter are still unresolved and there has been a lack of or non-cooperation on behalf of the individuals cited in your representative (Honora Duffy) Western Union Mailgram sent via the United States Postal Service who have been designated to satisfactorily resolve this matter.

Thanks,

June 13, 2005

VIA FACSIMILE AND BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Paul Halata
President, Mercedes Benz, USA
ONE Mercedes Drive
Montvale, New Jersey 07645

Dear Sir:

This serves as a follow up to my letter of May 31, 2005, concerning the catastrophic break failure of 2001 S430 Mercedes Benz, VIN# WDBNG70J81A [REDACTED] pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq., and the continuing brake problems with this vehicle that remains unsolved.

Since my initial written communication to you of May 31, 2005, regarding this issue, I received a phone call from Mr. Jim Willard of Mercedes Benz, LLC Service to discuss the issues related to my brakes and other mechanical problems that remain unresolved. Mr. Willard informed me that Mr. Tom Pfliger, the Service Director for Herb Gordon Auto Group, Inc., and Mercedes Benz of 3161 Automobile Blvd in Silver Spring, Maryland, would be contacting me to set up a time to bring my vehicle in for evaluation and would be resolving this matter.

I was contacted by Jonathan, a local service representative, for Herb Gordon Auto Group, Inc, that informed me that an appointment was set for Thursday, June 9, 2005, and requested that I drop off my vehicle on Wednesday, June 8, 2005. I complied with this request; however, since that time, all efforts to resolve the mechanical problems with the heating system, uncontrollable vehicle vibrations, and brake failure since I dropped off the vehicle off have completely broken down.

I have telephoned the dealership and the Mercedes Benz, LLC Customer Assistance Center and left voice messages for both Mr. Tom Pfliger and Mr. Jim Willard, respectively because they were not available when I called, and to request a meeting to discuss these issues. Although your Western Union Mailgram indicated that you have empowered Herb Gordon Auto Group, Inc, and Mercedes Benz LLC Service/Parts Operations Manager to handle this issue, to date I have not received a response to my telephone messages I left for Mr. Tom Pfligher or Mr. Jim Willard on June 10, 2005, regarding this matter.

Page 2

Letter to Mercedes Benz, LLC

From [REDACTED] Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

June 13, 2005

I have only received communications via voice mail from the local service representative, Jonathan, indicating that it is the position of the dealership that the mechanical problems I described can not be duplicated, and that there is no mechanical brake problem that could be duplicated with the vehicle for which repair for brake failure is warranted that I should pick up the vehicle immediately, and that the dealership will no longer authorize a rental car for my transportation beyond Saturday, June 11, 2005, while I await the meeting I requested with Mr. Willard and Mr. Pfligher to take place. The brakes on this vehicle have not operated properly since the catastrophic and complete failure of the braking system in September 2003, and the dealership has failed now on five different occasions to repair the brakes.

I am again getting the run around. The dealership failed to follow up or contact me to set up a meeting to have the issue of the improper operation of the brakes addressed when I took the vehicle for repair in February 2005 as promised. Suggestions by the service representative that I pick up and drive an unsafe vehicle in which the brakes do not work properly demonstrates a blatant disregard for my personal safety and that of my passengers, and is totally unacceptable. If in fact this is the formal position of the dealership and Mercedes Benz, LLC, then I request that the Company sign a document verifying that the brake are operating properly, that the vehicle's braking system has been properly repaired and will not fail in the future, and in the event of brake failure due which causes bodily harm or death, the Company will accept full liability and responsibility for any and all damages associated with the failure, while I await a response from Mercedes Benz, LLC regarding the meeting I requested to resolve this issue pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq.

The failure of Mercedes Benz, LLC to stand behind or repair this vehicle of which I have purchased new for a large sum of money, and the problem of the vehicle's continued brake failure that "allegedly" cannot be duplicated while in shop substantially impairs both the use and value of my car continues.

Therefore, I formally request that you repurchase or replace this vehicle pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq, and that until such time this occurs, request that adequate transportation be provided for my daily use to meet my basic needs and for my travel to medical appointments due to a serious medical condition, at no cost to me because the use of my vehicle is limited through no fault of my own. Under no circumstances will I accept responsibility for costs incurred for the time this vehicle is unavailable for my use due to violations of Md. Code Ann., Com. Law II., §14-1502.

I am in the process of retaining an attorney to assist me in handling this matter, and to take legal action to enforce provisions of Md. Code Ann., Com. Law II., §14-1502, as it

Page 3

Letter to Mercedes Benz, LLC

From [REDACTED] Vehicle Owner

Re: Catastrophic Brake Failure of 8430 Braking System

June 13, 2005

relates to this case. I will send the name, address, and phone number of my legal representative as soon as it becomes available.

Sincerely,

[REDACTED]

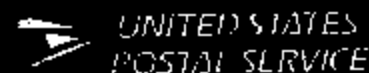
Copy Furnished:

Attorney General, State of Maryland

Consumer Protection Division

Mercedes-Benz USA, LLC
Three Paragon Drive
Montvale, NJ 07645

WESTERN
UNION MAILGRAM



116783000042 06/09/05
EM05323

BLA1 - BLAA

116783000042 06/09/05

June 9, 2005

Case No. 180198
Model No. S430V
Serial No. WDBNG70J81A

Dear Ms. [REDACTED]

Thank you for your letter to Paul Halata dated May 31, 2005; after review, I have been asked to respond on his behalf.

Herb Gordon Auto Group, Inc. and our Service/Parts Operations Manager inform us that your vehicle arrived at the dealership today, and they are currently reviewing your concerns on behalf of Mercedes-Benz USA, LLC.

Our regional manager and the dealership are empowered to address matters of this nature; therefore, your letter has been forwarded to them for handling on a local level.

Sincerely,

Honora Duffy
Customer Relations Liaison

MGMCOMP 17:04 EST

Enclosure 15

June 13, 2005

Maryland Attorney General
Attn: Consumer Protection Division
200 St. Paul Place
Baltimore, Maryland 21202

**Subject: New Vehicle Complaint and Safety Concerns Regarding Catastrophic
Failure of Brakes (Mercedes Benz S430) CASE # MU100043**

Dear Sir/Ma'am:

This forwards an amendment to the new vehicle warranty complaint (Case # MU100043) for the 2001 Mercedes Benz S430 that I purchased new from Herb Gordon Auto Group, 3161 Automobile Blvd., Silver Spring, Maryland 20904 and that is registered in the State of Maryland.

Although I have attempted to resolve this issue with both Mercedes Benz, LLC, and the dealership as outlined in the June 13, 2005, my efforts have been unsuccessful, and I have essentially received the runaround from both companies. I did receive a formal written response from Mercedes Benz, LLC on Saturday, June 11, 2005, indicating the matter had been delegated to the local dealership and regional service manager to resolve. The dealership has not responded in writing to my concerns, but instead indicated that they are unable to duplicate problems with the vehicles and therefore, no repairs are warranted. See attached letter detailing the position that the dealership will no longer provide alternative transportation for me and that I am to pick up the vehicle. This information was left on my voice mail message by a service representative other than the named individuals provided by Mercedes Benz, LLC designated to handle this matter.

I telephoned the Mercedes Benz USA, LLC representative (Mr. Jim Willard) and the local dealership Service Director (Mr. Tom Pillger) to request a meeting to resolve this matter pursuant to Maryland Automotive Warranty Enforcement Act, MD Code Ann., Com. Law II, §14-1501 et seq.; however, to date I have not received a return call or response from these individuals.

The problem with the brakes, problems with the vehicle vibrating uncontrollably while driving the vehicle a speed above 40 miles an hour for which I sought warranty repairs and the safety recall repair to the heater blower remain unresolved. As previously stated, these mechanical problems, along with the fact that the vehicle was the subject of a class action suit that caused Mercedes Benz, USA LLC, to have to extend the warranty because of potential future problem with oil slugging or engine damage due to design flaws discovered after the fact that do not permit use of certain motor oils, I am requesting the dealership repurchase or replace this vehicle pursuant to Maryland's

Page 2

Letter to Maryland Attorney General (Consumer Protection Division)

From [REDACTED] Mercedes Benz S430 Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

June 13, 2005

Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq. Further request your assistance in resolving this matter expeditiously to avoid any bodily harm or death to myself, my passengers or others that may result from future brake failures associated with this vehicle. Please feel free to contact me at the address provided on [REDACTED]

Sincerely,

[REDACTED]

Enclosures

Enclosure 16

THE LAW OFFICES OF MICHAEL P. COYLE, LLC
ATTORNEY AND COUNSELOR AT LAW

9650 SANTIAGO ROAD
SUITE 8
COLUMBIA, MD 21045
OFFICE: 410-992-0444
FAX: 410-740-3182
EMAIL: MICHAEL.COYLE@MPCLA.WCOM

June 15, 2005

HAND DELIVERY

Herb Gordon Auto Group, Inc.
Attn: Mr. Tom Pfeiffer, Service Director, Mercedes Benz
3161 Automobile Blvd
Silver Spring, Maryland 20904

Re: [REDACTED] Owner 2001 Mercedes Benz S430

To Whom It May Concern:

I have been retained by [REDACTED] with regards to her present dispute with Mercedes Benz regarding the brake system failure in her automobile. According to Ms. [REDACTED] she has been advised by your maintenance department that the problem with her brakes is not mechanical or due to a manufacture's defect, and is not related to the prior catastrophic failure of the brake system that occurred in September 2003. Instead, it is the position of Herb Gordon, Inc and Mercedes Benz, USA LLC that the automobile merely requires new discs and brake pads.

Please sign the letter below to acknowledge that Mercedes Benz has represented to Ms. [REDACTED] that the problem with her brakes is not mechanical or due to a manufacture's defect, and is not related to the prior catastrophic failure of the brake system that occurred in September 2003. In addition, I understand that in the event that Ms. [REDACTED] or any of her passengers or any pedestrians are injured due to a brake failure in her car, and it is determined that the brake failure was in fact caused by mechanical problems with the brake system or due to a manufacture's defect, Mercedes Benz, USA LLC and Herb Gordon, Inc will be held liable for any resulting injuries or damages. By signing below, you are further acknowledging this representation.

Sincerely,

/s/
Michael P. Coyle

Mr. Tom Pfeiffer
Service Director, Mercedes Benz
Herb Gordon Auto Group

Date

Enclosure 17

June 17, 2005

VIA BY CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Paul Halata
President, Mercedes Benz, USA
ONE Mercedes Drive
Montvale, New Jersey 07645

Dear Sir:

This serves as a follow up to my letter of June 13, 2005, concerning the catastrophic brake failure of 2001 S430 Mercedes Benz, VIN# WDBNG70J81A [REDACTED] pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq., and the continuing brake problems with this vehicle that remains unsolved.

Since my written communication to you of June 13, 2005, regarding this issue, I received phone calls from Mr. Tom Pflieger of Herb Gordon Auto Group and from Mr. Jim Willard of Mercedes Benz, USA LLC. Mr. Pflieger stated that the dealership could not find any mechanical problem with my brakes, except for wear of pads and rotors. Mr. Pflieger stated I should pick up the vehicle and reiterated that I would be charged for the rental car I was offered as a courtesy commencing on Saturday, June 11, 2005.

Mr. Jim Willard supported the assertions made in the earlier phone call I received from Mr. Tom Pflieger and reiterated that the dealer's maintenance shop did not find any mechanical problems with the brakes (except for wear of pads and front rotors) of which is not covered by the manufacturer. However, he indicated that the dealership would cover the cost of the rental car for the time the vehicle was in for service, but that I should pick up the vehicle as soon as possible.

Both Mr. Pflieger and Mr. Willard refused to meet with me to discuss the brake and other mechanical problems I am experiencing with the vehicle, and that I addressed in my May 31, 2005, letter to you, as I had requested. Additionally, Mr. Pflieger and Mr. Willard failed to formally address my request for repurchase or replacement of this vehicle pursuant to Maryland's Automotive Warranty Enforcement Act, Md. Code Ann., Com. Law II., §14-1501 et seq.

On Wednesday, June 15, 2005, I went to pick up my vehicle and at that time, requested that Mr. Pflieger or a representative dealership sign the attached document provided by

Page 2

Letter to Mercedes Benz, LLC

From [REDACTED] Vehicle Owner

Re: Catastrophic Brake Failure of S430 Braking System

June 17, 2005

my legal representative attesting to the fact that the brakes problems I am experiencing is not mechanical or due to a manufacturer's defect, and that it is not related to the prior catastrophic failure of the brake system that occurred on September 5, 2003, and subsequent attempted repair. Instead, based on representations made to me, it is the position of Herb Gordon, Inc. and Mercedes Benz, USA LLC that the vehicle merely requires front discs and brake pads. The document also contains language that if the vehicle brakes fails and I or my passengers, or any other pedestrians are injured, or die, and it is determined that the failure is due to mechanical failure or manufacture defect, then Herb Gordon, Inc. and Mercedes Benz, USA LLC accept full liability.

Mr. Pflieger was absent from the dealership when I picked up my vehicle and therefore, unable to sign the release document. In his absence, I asked one of the Sales Manager (Mr. Rick Brenner), as a representative for the dealership, to sign the release document prior to my taking possession of the vehicle. Mr. Brenner informed me that he was not authorized the document but that he would forward it to the dealership legal counsel and mail me a signed copy of the document at a later date.

Since my attempts to resolve this problem directly with the dealership that sold me the vehicle (Herb Gordon Auto, Group, Inc.) and with Mercedes Benz, USA LLC were unsuccessful, I plan to seek legal remedies to recover damages I have suffered as a result of being sold a defective product as prescribed by law, which not only seriously jeopardizes my personal safety and that of others, but also has resulted in a devaluation and limited my use of the vehicle. I have also filed cases with the Attorney General of Maryland, the Auto Safety Center, in Washington, DC, and the National Highway Safety Traffic Administration of the United States Department of Transportation concerning this vehicle's brake system failure.

The manner in which this entire matter has been handled has been unprofessional, punitive in nature by based on threats to charge me for use of the courteous loaner car, does not meet the standards prescribed in my warranty documents, and does not demonstrate goodwill on the part of the Company to stand behind its product or satisfactorily address legitimate concerns on behalf of its customers.

Request that you or your designated representative sign the enclosed letter and return it for my files as soon as possible.

Sincerely,

[REDACTED]

THE LAW OFFICES OF MICHAEL P. COYLE, LLC
ATTORNEY AND COUNSELOR AT LAW

9550 SANTIAGO ROAD
SUITE 8
COLUMBIA, MD 21045
OFFICE: 410-992-0444
FAX: 410-740-3822
EMAIL: MICHAEL@COYLELAW.COM

June 15, 2005

HAND DELIVERY

Herb Gordon Auto Group, Inc.
Attn: Mr. Tom Pflieger, Service Director, Mercedes Benz
3161 Automobile Blvd
Silver Spring, Maryland 20904

Re: [REDACTED] Owner 2001 Mercedes Benz S430

To Whom It May Concern:

I have been retained by [REDACTED] with regards to her present dispute with Mercedes Benz regarding the brake system failure in her automobile. According to Ms. [REDACTED] she has been advised by your maintenance department that the problem with her brakes is not mechanical or due to a manufacture's defect, and is not related to the prior catastrophic failure of the brake system that occurred in September 2003. Instead, it is the position of Herb Gordon, Inc and Mercedes Benz, USA LLC that the automobile merely requires new discs and brake pads.

Please sign the letter below to acknowledge that Mercedes Benz has represented to Ms. [REDACTED] that the problem with her brakes is not mechanical or due to a manufacture's defect, and is not related to the prior catastrophic failure of the brake system that occurred in September 2003. In addition, I understand that in the event that Ms. [REDACTED] or any of her passengers or any pedestrians are injured due to a brake failure in her car, and it is determined that the brake failure was in fact caused by mechanical problems with the brake system or due to a manufacture's defect, Mercedes Benz, USA LLC and Herb Gordon, Inc will be held liable for any resulting injuries or damages. By signing below, you are further acknowledging this representation.

Sincerely,

/s/
Michael P. Coyle

Mr. Tom Pflieger _____ Date
Service Director, Mercedes Benz
Herb Gordon Auto Group

Enclosure 18



Mercedes-Benz

Rec'd 6/18/05

Mercedes-Benz USA, LLC

Customer Assistance Center

June 15, 2005

[REDACTED]
Fax: [REDACTED]

Subject: Model S430V 2001
Serial No. WDBNG70J81A [REDACTED]

Dear Ms. [REDACTED]

Thank you for your additional letter to Paul Halata.

Upon receipt, we contacted James Willard; our Service/Parts Operations Manager informs us that he tried reaching you at both of your phone numbers on June 14th (leaving you several message), and eventually spoke with you when you returned his calls yesterday evening.

As Mr. Willard discussed with you, inspection and testing of your 2001 S430V by the dealership has confirmed there is no performance concern with the brake system. As you were advised in the past, the brake system is operating to factory specification; your vehicle simply needs new front pads and rotors, as well as rear brake pads, which are worn due to normal wear/tear. (As stated in the Service and Warranty Information booklet that originally came with your vehicle, the brake system is not covered under the Limited New Car Warranty and replacement is considered the owner's responsibility.)

As for your expressed concerns regarding the climate control system and shimmy while driving, the dealer's shop foreman thoroughly checked your vehicle and was unable to verify/duplicate.

Ms. Bolton, while we respect your feelings, as Mr. Willard also discussed with you, after review, it has been determined that Mercedes-Benz USA, LLC is not in a position to meet your demands to either take back or replace your vehicle.


June 15, 2005

Page 2

Subject: Model S430V 2001
 Serial No. WDBNG70181A147793

At this time, we recommend that you contact William Costlow, Service Manager at Herb Gordon Auto Group (301-890-3030), and either give the dealership your authorization to replace the pads/rotors or make arrangements to pick up your automobile.

We realize this is not the response you desire, but appreciate the opportunity to confirm our company position.

Sincerely,


Honora Duffy
Customer Relations Liaison

HD/jla

Enclosure 19



Office of Defects Investigation

[Complaints](#)
[Defect Investigations](#)
[Recalls](#)
[Service Bulletins](#)

Navigate: [ODI Home](#) » [Recalls](#) » [Search](#) » [Results List](#)

Complaints

- » Search
- » File a Complaint

Defect Investigations

- » Search

Safety Recalls

- » Search

Service Bulletins

- » Search

Downloads

Foreign Campaigns

- » Search

EWR Information

- » Account Management
- » Equipment Manufacturer
- » Low Volume Manufacturer

Sitemap

Contact

1-888-DASH-2-DOT
(1-888-327-4236)

TTY

- 1-800-424-9153 or
- 1-202-484-5238

Search Results

Report Date : May 31, 2005 at 05:13 PM

SEARCH TYPE : VEHICLE

YEAR : 2001

Make : MERCEDES BENZ

Model : S CLASS

Type : PASSENGER CAR

[New Search](#)
[Print Results](#)

Results : 4 | All records displayed

Make : MERCEDES BENZ

Model : S
CLASS

Year : 2001

Manufacturer : MERCEDES-BENZ USA, INC.

NHTSA CAMPAIGN ID Number : 02V338000

Recall Date :
DEC 09, 2002

Component: ELECTRICAL SYSTEM;BATTERY

Potential Number Of Units Affected : 65000

Summary:

ON CERTAIN PASSENGER VEHICLES, EXCESSIVE STATIC BUILD-UP IN THE TRUNK FLOOR MATS CAN CAUSE A STATIC DISCHARGE WHEN INDIVIDUALS MOVE OR REMOVE ITEMS FROM THE TRUNK COMPARTMENT.

Consequence:

THIS CAN DAMAGE THE ELECTRICAL SYSTEM COMPONENTS LOCATED IN THE TRUNK, INCLUDING THE VEHICLE'S BATTERY.

Remedy:

DEALERS WILL INSTALL A STATIC INSULATION PANEL BETWEEN THE CARPET AND THE VEHICLE BATTERY WHICH WILL PROVIDE AN ELECTRICAL GROUNDING. OWNER NOTIFICATION BEGAN FEBRUARY 14, 2003. OWNERS WHO TAKE THEIR VEHICLES TO AN AUTHORIZED DEALER ON AN AGREED UPON SERVICE DATE AND DO NOT RECEIVE THE FREE REMEDY WITHIN A REASONABLE TIME SHOULD CONTACT MERCEDES-BENZ AT 1-800-367-6372.

Notes:

MERCEDES-BENZ RECALL NO: 2002110014. CUSTOMERS CAN ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

Document Search

☐ Check to Request Research. Submit below.

Make : MERCEDES BENZ **Model :** S
CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, INC.

NHTSA CAMPAIGN ID Number : 01V014000 **Recall Date :**
JAN 17, 2001

Component : VISIBILITY: WINDSHIELD WIPER/WASHER

Potential Number Of Units Affected : 3400

Summary:

VEHICLE DESCRIPTION: PASSENGER VEHICLES: THE SHEATHING MATERIAL ON THE ELECTRICAL CONNECTION OF THE HEATED WINDSHIELD WASHER BOTTLE HOSE COULD OVERHEAT.

Consequence:

THIS COULD CAUSE THE SURROUNDING PLASTIC AND INSULATION TO MELT.

Remedy:

DEALERS WILL REPLACE THE HEATED WASHER BOTTLE HOSE ASSEMBLY. OWNER NOTIFICATION BEGAN JANUARY 29, 2001. OWNERS WHO TAKE THEIR VEHICLES TO AN AUTHORIZED DEALER ON AN AGREED UPON SERVICE DATE AND DO NOT RECEIVE THE FREE REMEDY WITHIN A REASONABLE TIME SHOULD CONTACT MERCEDES-BENZ AT 1-800-367-6372.

Notes:

ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

Document Search

☐ Check to Request Research. Submit below.

Make : MERCEDES BENZ **Model :** S
CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

NHTSA CAMPAIGN ID Number : 04V227000 **Recall Date :**
MAY 04, 2004

Component : ELECTRICAL SYSTEM: FUSES AND CIRCUIT BREAKERS

Potential Number Of Units Affected : 54454

Summary:

ON CERTAIN PASSENGER VEHICLES, DURING THE PRODUCTION PROCESS OF THE BLOWER MOTOR FUSE HOLDER, THE SIZE OF THE ELECTRIC CONDUCTOR OF THE HOLDER MAY BE BELOW APPROPRIATE TOLERANCES.

Consequence:

CONSEQUENTLY, THE ELECTRIC CONDUCTOR OF THE BLOWER MOTOR FUSE HOLDER MAY DISSIPATE MORE HEAT THAN THE PLASTIC FUSE HOLDER WAS DESIGNED TO WITHSTAND, WHICH COULD RESULT IN OVERHEATING OF THE HOLDER AND DISABLING OF THE BLOWER MOTOR AND THE ABILITY TO DEFROST OR DEFOG THE WINDSHIELD IN COLD OR HOT AND HUMID WEATHER CONDITIONS. DEPENDING ON THE OCCURRENCE AND WEATHER SITUATION, DRIVER VISIBILITY COULD BE REDUCED, WHICH COULD RESULT IN A CRASH.

Remedy:

DEALERS WILL INSTALL NEW BLOWER MOTOR FUSE HOLDERS. THE RECALL BEGAN DURING OCTOBER 2004. OWNERS SHOULD CONTACT MERCEDES-BENZ AT 1-800-367-6372.

Notes:

MERCEDES-BENZ RECALL NO. 2004 070010. CUSTOMERS CAN ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-DOT (1-888-327-4236).

Document Search

Check to Request Research. Submit below.

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001
Manufacturer : MERCEDES-BENZ USA, LLC.
NHTSA CAMPAIGN ID Number : 04V228000 **Recall Date :** MAY 04, 2004
Component: SUSPENSION.
Potential Number Of Units Affected : 6238

Summary:

ON CERTAIN PASSENGER VEHICLES, CORROSION MAY OCCUR IN THE INNER STEEL PORTIONS OF THE ACTIVE BODY CONTROL'S (ABC) HIGH-PRESSURE DISTRIBUTION HOSE DUE TO EXTENSIVE EXPOSURE TO HEAT AND HUMIDITY. OVER TIME, CORROSION MAY DETERIORATE THE INNER STEEL PORTIONS OF THE HOSE.

Consequences:

THIS MAY RESULT IN ABC HYDRAULIC FLUID LEAKAGE. UNDER SOME CIRCUMSTANCES, LEAKING HYDRAULIC FLUID MAY COME IN CONTACT WITH HOT ENGINE COMPONENTS AND LEAD TO A POSSIBILITY OF FIRE.

Remedy:

DEALERS WILL INSTALL NEW, CORROSION RESISTANT ABC HIGH-PRESSURE DISTRIBUTION HOSES. THE RECALL BEGAN AUGUST 31, 2004. OWNERS SHOULD CONTACT MERCEDES-BENZ AT 1-800-367-6372.

Notes:

MERCEDES-BENZ RECALL NO. 2004070012. CUSTOMERS CAN ALSO CONTACT THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION'S AUTO SAFETY HOTLINE AT 1-888-DASH-2-

Enclosure 20

Results : 10 | All records displayed

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 887039

Date of Bulletin: MAR 16, 2005

NHTSA Item Number: 10014583

Component: VISIBILITY:REARVIEW MIRRORS/DEVICES:EXTERIOR

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 805727

Date of Bulletin: SEP 08, 2004

NHTSA Item Number: 10010446

Component: ELECTRICAL SYSTEM

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 010104

Date of Bulletin: AUG 31, 2004

NHTSA Item Number: 10009985

Component: SUSPENSION

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 2004070012

Date of Bulletin: AUG 01, 2004

NHTSA Item Number: 10009820

Component: ENGINE AND ENGINE COOLING:ENGINE

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 076139

Date of Bulletin: MAR 29, 2004

NHTSA Item Number: 10007612

Component: ELECTRICAL SYSTEM

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : PB472017

Date of Bulletin: OCT 10, 2001

NHTSA Item Number: 627197

Component: FUEL SYSTEM, GASOLINE:DELIVERY:HOSES, LINES/PIPING, AND FITTINGS

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : PB472017

Date of Bulletin: OCT 10, 2001

NHTSA Item Number: 627197

Component: POWER TRAIN:TRANSFER CASE (4-WHEEL DRIVE)

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : PBB262165

Date of Bulletin: SEP 13, 2001

NHTSA Item Number: 627173

Component: EQUIPMENT:ELECTRICAL:RADIO/TAPE DECK/CD ETC.

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 50012

Date of Bulletin: MAY 22, 2001

NHTSA Item Number: 621570

Component: VEHICLE SPEED CONTROL

☐ Check to Request Research. Submit below.

[Get Summary](#)

Make : MERCEDES BENZ **Model :** S CLASS **Year :** 2001

Manufacturer : MERCEDES-BENZ USA, LLC.

Service Bulletin Num : 601

Date of Bulletin: DEC 12, 2000

NHTSA Item Number: 616243

Component: STEERING:HYDRAULIC POWER ASSIST SYSTEM

THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).