

Jerry R. Palmer*

ATTORNEYS
Palmer, Leatherman & White
LLP

LJ Leatherman
Gary D. White Jr.

2005 SEP -6 AM 10:29

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September 6, 2005

Mark H. Kelly, Counsel
Mercedes-Benz USA, LLC
One Mercedes Drive
P.O. Box 350
Montvale, NJ 07645-0350

Re: [REDACTED] 2002 C240W
VIN #: F248323

Dear Mr. [REDACTED]

I received your letter of August 30, 2005. Your letter, my previous letter and this letter are going to the National Highway Traffic Safety Administration as it sounds like there is a safety-related defect regarding windshield wipers on the 2002 Mercedes since the original and two subsequent repairs have failed within a year.

I assume that your warranty covers all potential property damage and personal injury that may occur if this failure recurs during a rainstorm resulting in either property damage or personal injury (without respect to the economic loss doctrine). Mercedes-Benz has had more than adequate notice of the problem and been given an opportunity to solve the problem. Now the risk is being borne entirely by my clients; however, if they use the car and it rains, and the wipers fail again, it seems like this should be the responsibility of Mercedes rather than the responsibility of the Orr Institute or any permissive user of this vehicle and they now rely upon your representation that the vehicle has been "thoroughly inspected and all necessary repairs completed and the system is operating satisfactorily."

Yours truly,

[REDACTED]

JRP/sd

cc: The National Highway Traffic Safety Administration
Ken Orr

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NAR
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9/20/05



Mercedes-Benz

Mercedes-Benz USA, LLC

A DaimlerChrysler Company

August 30, 2005

[REDACTED]
Topeka, KS [REDACTED]

Re: [REDACTED]
2002 C240W
VIN No. F248323

Dear Mr. [REDACTED]

In response to your recent note, we have reviewed the concerns of your client [REDACTED] with respect to the problem with the windshield wipers. We are informed that the vehicle has been thoroughly inspected and all necessary repairs completed and the system is operating satisfactorily. Accordingly, MBUSA is not in a position to acquiesce to your request to repurchase the vehicle and terminate the lease. MBUSA will continue to honor the terms and obligations of the express limited warranty should Mr. [REDACTED] encounter any future problems with the vehicle.

Sincerely,


Mark H. Kelly
Counsel

MHK/ap

cc: S. Hickam (via e-mail)
N. Shababb (via e-mail)



Jerry R. Palmer*



LJ Leatherman
Gary D. White Jr.

July 30, 2005

Scott Hickam
Customer Assistant Center
Mercedes-Benz
9399 West Higgins Road, Suite 210
Rosemont IL, 60018

Re: Customer [REDACTED]
Account # [REDACTED]
Vehicle: 2002 240C Four-Door Sedan
Dates of Lease: 12/13/02; 02/13/02; 02/13/06 - Lease Termination

Dear Mr. Hickam:

I have been contacted by [REDACTED] the principal in [REDACTED] Institute regarding problems with the subject vehicle and his desire to terminate the lease with no further payments and a return of the automobile. The reason is that the car has a safety related defect that is of great concern to Mr. Orr and his family members.

There have been incidents in August of 2004, February 2005, and now July 2005 which have occasioned repairs at Sunflower Motors, Topeka, Kansas for the first incident and Aristocrat Motors in Shawnee Mission, Kansas for the last two incidents. In each case the linkage arm that connects the two wiper blades broke during a rainstorm. The last occurrence happened after only ten minutes of use on the Kansas turnpike and the driver was Mr. Orr's pregnant daughter. His wife who drives the vehicle will not drive the vehicle under any circumstance where she may encounter rain.

There are essentially only two alternatives to the termination of the lease: (1) is a warranty by Mercedes Leasing that in the event of personal injury or property damage due to an incident related to this defect if it occurs again that on a no-fault basis you will pay all damages for compensation, both economic and non-economic; or (2) that where rain is forecast for the Topeka, Kansas area that you will provide a Mercedes loaner delivered to the [REDACTED] for their use during the period of anticipated rain.

My understanding of the Lemon Law is that if this condition occurs again that will constitute a fourth incident and the remedies under that law would be available to the Orrs. I doubt that either you or the Orrs would want to go through that process. Mr. [REDACTED] advises me that he understands from his research that this defect has been taken care of in other models subsequently designed but that with the incidents occurring three times within the last 12 months

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that he and his family have lost confidence in this vehicle and recognizes the enormous danger of driving down the road without windshield wipers in a heavy rainstorm.

I look forward to your reply to this letter within one week of this date.

Yours truly,

[REDACTED]

JRP/sd

cc:

[REDACTED]
Topeka, KS [REDACTED]