

[REDACTED]  
Hillsborough, Ca [REDACTED]  
[REDACTED]

10/5/946

On October 17, 2000, [REDACTED] purchased a new 2000 Mercedes Benz S 500V (VIN WDBNG75J9 [REDACTED]) with an odometer reading of 69 miles, as reflected on the purchase agreement, a copy of which is and attached, from Autobahn Motors in Belmont, California. The vehicle carries a Mercedes Benz 4 year factory warranty. During September 2004 [REDACTED] returned to Autobahn with the vehicle he had purchased to inquire about warranty work concerning a blemish to the paint. During discussions with the service manager, David Alheim, [REDACTED] learned that there were other paint flaws which [REDACTED] had not noticed and that the warranty had expired in July 2004. [REDACTED] assured Mr. Alheim, the service manager, that he had purchased the vehicle new, from Autobahn, in October of 2000, and that the vehicle was neither a used car nor a demonstrator. Mr. Alheim told [REDACTED] that he would retrieve the records on the sale of the car and that he would then contact [REDACTED].

[REDACTED] returned home and immediately called the Mercedes Benz 800 factory number. [REDACTED] was told by the Mercedes-Benz representative that he [REDACTED] was not the owner of the vehicle and that Merced-Benz would not give him any additional information unless and until [REDACTED] provided evidence of his ownership. [REDACTED] then faxed to the Mercedes-Benz factory representative his Bill of Sale. [REDACTED] followed up with a telephone call to the factory representative the following day and asked

Margaret  
2/27/06

for the history of the car. The factory representative then told [REDACTED] that the factory records showed another person to have owned the car approximately 3 months prior to [REDACTED] having purchased the car. When [REDACTED] inquired to ascertain the identity of the former owner, he was told Mercedes-Benz would not disclose that information. [REDACTED] then asked what the factory could tell him about the car prior to his ownership. He was told the car had warranty work done on it on September 6 when it had 128 miles on it and warranty work again a day later at 220 + miles. [REDACTED] asked if the representative would fax him the information which the representative said would be done. After several days without receiving the promised information, [REDACTED] call the factory representative back and was told that Mercedes-Benz would not send out any information that had mileage on it.

Mr. Alheim later contacted [REDACTED] and agreed to fix the paint. However, [REDACTED] became more concerned about the history of the car than the paint defects. The defects to the paint remain on the car.

Shortly after taking delivery, [REDACTED] noticed a strong order of garlic in the car, after the car had been left in the sun and the interior had warmed up. The car was taken to Autobahn Motors in an effort to ascertain the source of the order, initially without success. On November 21, 2000, when the car had 864 miles on it, [REDACTED] returned to the car to Autobahn's service department to

replace the standard steering wheel with a wooden steering wheel, [REDACTED] purchased from Valley Motors Inc. in Fayetteville, North Carolina. The service technician at Autobahn Motors, who replaced the steering wheel remarked to [REDACTED] that when he removed the original wheel, he found evidence of human vomit behind the wheel, which explained the order of garlic. He advised [REDACTED] he removed the vomit and installed the new wheel. The odor has not returned.

[REDACTED] then retained counsel to investigate the circumstances surrounding his purchase of the car and a lawsuit was filed in his behalf in the San Mateo Superior Court. The case is scheduled for trial on March 6, 2006.

The investigation during the lawsuit disclosed records reflecting that the vehicle [REDACTED] purchased from Autobahn, although sold as new, was in fact a used car.

On July 13, 2000, the vehicle was sold to [REDACTED] [REDACTED] Citrus Heights, CA [REDACTED] telephone [REDACTED], through the Mercedes Benz European Delivery Program, three (3) months before [REDACTED] purchased the car.

Attached is a copy of the Mercedes-Benz hotel application for European Delivery in the signed by Frank Sheets, the then general manager of Autobahn, who traveled to Germany with the buyer, [REDACTED] e, when the car was picked up at the factory. The hotel reservation shows April 13 to 15, 2000.

The Confirmation Order and Certificate of Origin both issued to [REDACTED] are also attached.

The car was driven in Germany by Ms. McQuagge.

The Mercedes-Benz of North America, Inc., European Delivery Program VPC (Vehicle Preparation Center) Exception Report, identifying [REDACTED] as the "owner" is attached.

The Mercedes-Benz master computer system reflects a repair or replacement on September 6, 2000. The record, which is attached, shows a mileage of 128 miles.

On October 17, 2000, [REDACTED] purchased the car with 69 miles on it. A copy of the Purchase Contract and DMV Vehicle/Vessel Transfer Form are attached.

On December 19, 2005, [REDACTED] took the car to a local Mercedes-Benz shop in Burlingame, California, to have the car inspected. Raymond Valdez, the owner or a technician at the shop, inspected the car. Mr. Valdez informed [REDACTED] that he (Mr. Valdez) had worked for Autobahn Motors for many years and was experienced in removing instrument clusters and that there was only one wire that plugged into the back of the cluster. Although [REDACTED] asked Mr. Valdez not to remove the cluster, Mr. Valdez had already locked the keys used to remove the cluster into dashboard. He could not remove the keys without removing the instrument cluster. Mr. Valdez then removed the cluster from the car. He pointed out to [REDACTED] that there was a white sticker on the cluster and

he told [REDACTED] the sticker identified the cluster as having been worked on by Palo Alto Speedometer. [REDACTED] asked whether the car could be driven without the cluster in it. Mr. Valdez answered that it could, although when the cluster is returned to the car, the check engine light might be on.

As Mr. Valdez was removing the cluster he noticed scratches on the top of the cluster and he stated the cluster had previously been removed. He then mentioned to Mr. Merritt that the cluster had been worked on by Palo Alto Speedometer, a speedometer repair facility in Palo Alto, California. Mr. Valdez also remarked that Mr. Valdez went on to say that he had formerly worked at Autobahn when Frank Sheets worked there and that, the service manager at Autobahn, was known for removing instrument clusters from vehicles and sending them to Palo Alto Speedometer when the mileage was turned back. Mr. Valdez stated that the clusters were removed by the night shift and reinstalled by the night shift. An area of the shop where the clusters were removed and reinstalled was kept restricted from the employees in general, except those working on the clusters.

Mr. Valdez was then asked IF he would help [REDACTED] in his lawsuit. He said he did not want to get involved. Mr. Valdez mentioned that he buys his parts from Autobahn and still has many friends working there. He stated that Frank Sheets who was then the general manager had dozens of people to pick up cars in Germany. The cars were driven for

two (2) weeks in Germany and then shipped to Autobahn where clusters were removed, sent to Palo Alto Speedometer. Mr. Valdez stated that no amount of money or "even if [he] had to go to prison, [he] would not betray his friends".

Mr. Valdez related that the European Delivery cars were laundered and sold as new cars. Since the warranty begins when the car is delivered in Germany, Autobahn's retail customer did not receive the full factory warranty. The scheme allowed Autobahn to increase its income from each car, resulting in hundreds of thousands of dollars of increased profits, while avoiding hundreds of thousands of dollars in transfer fees due the state of California. Autobahn was able to further capitalize on its scheme because of the factory allocation method used to distribute new cars to its dealers is not impacted when a car is purchased through the European Delivery Program, using a third party to take title.

Additionally, since Autobahn did not notify the factory that the car had been sold to a retail customer, the factory was unable to notify Autobahn's retail customers of potential safety hazards associated with the cars.

Under pressure from Autobahn, individuals knowledgeable in the practices described above are unwilling to publicly cooperate to expose Autobahn's actions.

If you have any questions or wish to interview [REDACTED]  
[REDACTED] he can be reached at [REDACTED] during the day.

Dated: January 25, 2006



Palo Alto Speedometer, Inc.  
718 Emerson Street  
Palo Alto, CA 94301-2410  
Tel: (650) 323-0243  
Fax: (650) 323-4632  
<http://www.paspeedn.com>

Hartmut C. Mees

VDO

METZGER

SMITHS

VEGLIA  
BORLETTI

GECKEN

Hilfmann

ELAPUNKT

JAEGER

Raymond Valdez  
(650) 759-0003

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



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**CERTIFICATE OF ORIGIN FOR A VEHICLE**



DATE  
**12th July 2000**

**Mercedes-Benz**

INVOICE NO.

VEHICLE IDENTIFICATION NO.  
**WDBNG75J9Y**

YEAR  
**2000**

MAKE  
**Mercedes-Benz**

BODY TYPE  
**4 d sedan**

EMPTY WEIGHT  
**3925 lbs.**

H.P. (S.A.E.)  
**302**

G.V.W.R.  
**5110 lbs.**

NO. CYLS.  
**8**

SERIES OR MODEL  
**9500V**

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the invoice number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

**DANVILLE, CA**

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

**DAIMLERCHRYSLER AKTIENGESELLSCHAFT**

BY

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

**N1344378**

**STUTT GART - UNTERTUERKHEIM/GERMANY**

CITY - STATE

GENERAL INFORMATION

DATE: 10/17/00  
TIME: 18:11:04  
TOUR IN: T

VIN NUMBER : WDENG75J9  
BAUM/SERIAL: WDB220175  
LAST REPAIR  
MILEAGE: 128  
IND :  
DATE : 09/06/00  
SERIAL NUM: 19

OWNER :  
ENGINE  
TRANS 2189345  
WARR. STAT. WARRANTY AND SALE  
DEMO N WARR START : 07/13/00  
CONS N DEL/RET DATE : 07/13/00  
PRES N SELL RETAILER: 05765

ODOMETER -- REPL DATE: MILEAGE: FAIL: N  
OPEN CAMPAIGNS :

PAINT UPPER: NO OPEN CAMPGNS  
PAINT LOWER: 347  
UPHOLSTRY 238  
EX-FACTORY DATE: 05/10/00  
SERVICE PACKAGES

OPTIONS: 220 231 348 352 414 461 494 540 551 612  
731 800 810 820 873 883

CODE	SELL RETAILER	START DATE	END DATE	START MILES	END MILES
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!!! MORE INFORMATION BELOW !!!

W783A54  
D05765R

VEHICLE MASTER INQUIRY (VMI)  
VEHICLE HISTORY

DATE: 10/17/00  
TIME: 18:11:06

VIN NUMBER : WDENG75J9  
BAUM/SERIAL: WDB220175  
OWNER : MCQUAGGE  
ENGINE NUM: 11396030198766

REPAIR DATE	DAMAGE CODE	CLAIM NUMBER	SEQ	R/O NUMBER	LN	RETAIL CODE	MILEAGE
09/06/00	5400173	023327405	001	31671	A	00079	128

COMMAND ==>

Vehicle Master Inquiry

WDB NG783 [Redacted] Owner # 0001  
 WDB Z20176 [Redacted] Engine No [Redacted] # of Line

Service [Redacted] Indicator Mile Date 09/08/2000

Vehicle Info Model/Year 3500V 2000 Radio Code Serial No 19

Warranty & Sale Warranty Start 07/13/2000 Retail Date 07/13/2000 Selling Retailer 05785

Odometer Rep Date Mileage Fall

Status Status Need Authorization Mileage Discrepancies Warranty Less Than 30 Days Review History Open CAC

Option Codes

OpCd	Option Description
220	Parktronic System
233	Universal Garage Door Opener
349	ECB Emergency Calling System
352	COMMAND System
414	Glass Sunroof
451	English Inscriptions
494	Calif Emission Control Equip
540	Elect. Rear Window Sunshade
551	Anti-Theft Alarm System
612	Xenon Headlamps
731	Burl Walnut Trim
900	2000 Registration Year
910	Bose Premium Sound System
920	
973	Heated Front Seats
983	Power Door/Trunk Closer

Vehicle History

Damage Code	Damage Year	Retailer Code	RD Number	Line No	Claim No	Repair Date	Mile	Service Type	Seq No
5460173	BATTERY electrical fault	00079	31671	A	23327405	2000/09/06	128	03	0001

VMI - Production Data

Manufacturer 00000 Production Date 05/10/2000 upholstery 238  
 Paint Upper Paint Lower 347 Delivery Date  
 Invoice Date 07/13/2000 Invoice Retailer 05785 Delivery Type



A Public Service Agency

# VEHICLE/VESSEL TRANSFER FORM

Bill of Sale Odometer Disclosure Power of Attorney

**ALL SIGNATURES MUST BE IN INK. INSTRUCTIONS ON REVERSE SIDE**

## SECTION 1: Vehicle/Vessel Identification

IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	LICENSE PLATE/CF #	MOTORCYCLE ENGINE #
W D B N G 7 5 J 9 Y [REDACTED]	2000	MERCEDES	S500V	APPLY	

## SECTION 2: Bill of Sale

I/We AUTOBAHN MOTORS sell, transfer, and deliver the above vehicle/vessel  
 to [REDACTED] on 10 17 00 for the amount of \$ [REDACTED]  
(PRINT SELLER'S NAME(S)) (PRINT BUYER'S NAME(S)) MO DAY YR (SELLING PRICE)

If this was a gift, indicate relationship: \_\_\_\_\_ (i.e., parents, spouse, friend, etc.) \$ N/A  
(GIFT VALUE)

## SECTION 3: Odometer Disclosure Statement

Federal and State Law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads 000,069 (no tenths) miles, and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

### WARNING—ODOMETER DISCREPANCY

Mileage exceeds the odometer mechanical limits  Odometer reading is NOT the actual mileage  
 Explain discrepancy: \_\_\_\_\_

## SECTION 4: Power of Attorney

I/We [REDACTED] appoint AUTOBAHN MOTORS  
(PRINT NAME(S)) (PRINT NAME(S))

as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law.

Signature required by person appointing Power of Attorney X [REDACTED]	DATE 10/17/00
Signature required by person appointing Power of Attorney X [REDACTED]	DATE

## SECTION 5: Buyer and Seller Information (Individual[s], Company, Dealership, Lessor/Leasee or Trust)

### BUYER MUST COMPLETE

I acknowledge the odometer reading and the facts of the transfer. I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

PRINT NAME [REDACTED]	SIGNATURE X [REDACTED]	DATE 10/17/00	DL ID OR DEALER # [REDACTED]
<input type="checkbox"/> AND <input type="checkbox"/> OR	SIGNATURE X [REDACTED]	DATE	DL ID OR DEALER #
PRINT NAME [REDACTED]	SIGNATURE X [REDACTED]	DATE	DL ID OR DEALER #
<input type="checkbox"/> AND <input type="checkbox"/> OR	CITY BURLINGAME	STATE CA	ZIP [REDACTED]
MAILING ADDRESS [REDACTED]			DAYTIME PHONE # [REDACTED]

I certify under penalty of perjury under the laws of the State of California that the information I have provided is true and correct.

PRINT NAME AUTOBAHN MOTORS	SIGNATURE X [REDACTED]	DATE 10/17/00	DL ID OR DEALER # 14950
PRINT NAME [REDACTED]	SIGNATURE X [REDACTED]	DATE	DL ID OR DEALER #
PRINT NAME [REDACTED]	SIGNATURE X [REDACTED]	DATE	DL ID OR DEALER #
MAILING ADDRESS [REDACTED]	CITY BELMONT	STATE CA	ZIP [REDACTED]
DAYTIME PHONE # [REDACTED]			

**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).**