CL-10926920-9315

NHTSA ccmMercury Routing Slip

INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C . 552(B)(6)

Printed: 12/30/2016

NHTSA #: ES16-005862	Rec'd Date: 12/29/2016	Referred By: NAD-200
XREF #:	Doc Type: S10	Doc Date: 12/24/2016
Delivery: S10 E-MAIL	Address To:	**Due Date:**
S10 #: S10-161229-001	DOT/I #:	RMP #:

Subject: S10 APPROPRIATE HANDLING - COPY OF MERCEDES CUSTOMER COMPLAINT ADDRESSED TO DAIMLER GENREAL COUNSEL MARY PRICE (ADDITONAL INFORMTION S10-161230-001)

Ack Date:	Ack By:	
Sign Office: AA FOR ENFORCEMENT	Signature: AS APPROPRIATE	Signed For:
Cleared Date:	Cleared By:	Cleared For:
File Loc:	XREF File:	**Closed Date: 12/29/2016**
Added By: TMAPP x62870	Modified By: JULIE.KORKOR	

↳ notified yes as well via email. 12/30/16

Most Recent Comment:

Author:

[redacted]

JAN 3 - 2017

Assigned To	Task	Asgn Date	Deadline	Returned Date
NEF-010	APPROPRIATE	12/29/2016		12/29/2016

RR
1/3/17
LD

From: [redacted]
To: ExecReferrals@daimler.com
Subject: Re: Assistance with billing issue
Date: Thursday, December 29, 2016 9:08:55 PM

Good evening,

Thank you for your response and removal of the late fee. However, I am still confused by the claims made regarding the late fee being assessed for the September payment. The late fee did not appear until December. It was not on the account in October or November. It did not appear until after my complaint in December. Is it Daimler's normal practice to assess a late fee 3 months after the fact?

[redacted]

On Dec 29, 2016, at 5:35 PM, ExecReferrals@daimler.com wrote:

[redacted]

Thank you for your email below addressed to Janet Marzett, Vice President Operations Americas for Mercedes-Benz Financial Services (MBFS), and also to Alyson Leady, Assistant to Chris Kaefer, Vice President of Credit Operations Americas. Both emails were forwarded to me for review, and we appreciate the opportunity to respond to your concerns about a late fee assessment. It was assessed for your payment due September 15, 2016. I see you scheduled the payment on our website September 24, 2016. Unfortunately, because September 24th was a Saturday, we were unable to submit a request for payment to your bank until the following Monday, September 26th. This was 11 days after your due date, and resulted in the late fee assessment. However, after reviewing your account, I have removed the late fee of $21.63. Please know the assessment of the late fee was in no way a retaliation for the complaint you have filed with Mercedes-Benz USA regarding the performance of your vehicle, and encourage you to continue your claims with Mercedes-Benz USA.

With Best Regards/Mit freundlichen Grüßen,

Kee Sourjohn
Executive Response Team
Mercedes-Benz Financial Services USA LLC
Office: 817.224.5120

From: [redacted] < >
Date: December 24, 2016 at 9:36:46 PM CST
To: janet.marzett@daimler.com

Subject: Assistance with billing issue

Good evening Ms. Marzett

I just noticed that a late fee has been applied to my account. However, my payments have never been late. I have always made my payments within the required 10 day grace period. Please see the information attached below for payments made the past four months. Three out of the four months of payments were made on the 25th, which is within 10 days from the 15th due date, the grace period for on time payments. Prior to this month I have never been charged a late fee because the payments were on time. Therefore I would like to request that the $21.00 late fee be removed from my account. I am hoping that this late fee is not being charged in retaliation for the attached Complaint and Demand related to the ongoing problems I have had with the vehicle; however, that appears to be the case seeing as I have never been late with a payment yet I am being charged a late fee. I am truly disappointed by the response I have received from Mercedes in response to the vehicle safety issues I have been complaining about. Instead of trying to work with me to resolve this issue or even repair the vehicle, it appears that Mercedes has instead charged an unwarranted late fee in an attempt to bully and intimidate me into not complaining about the vehicle and the ongoing safety issues. My only goal is to have a safe vehicle to drive; therefore, I reiterate my willingness to resolve this issue amicably. Merry Christmas and thank you in advance for your assistance.

Sincerely,

[redacted]

Payment Date: 12/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account [redacted]
Confirmation #: [redacted]
Payment Date: 11/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 10/25/2016

Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation # [redacted]
Payment Date: 09/24/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 08/25/2016
Payment Amount: $432.63
Payment Type: One-Time

If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

<Response from Mercedes reference number [redacted]pdf>

<Complaint and Demand.pdf>

From: [redacted]
To: ExecReferrals@daimler.com
Subject: Re: FW: Assistance with billing issue
Date: Friday, December 30, 2016 1:10:31 AM
Attachments: September Statement.pdf
October Statement.pdf
November Statement.pdf

Good evening,

My apologies for the back to back emails; however, I went back and downloaded all the statements from September thru present. The September statement acknowledges the on time payment of 9/24. Also as mentioned and as the emailed statements show there is no late fee on any of the statements. The late fee was not added until mid December after I complained about the vehicle and sent the Complaint and Demand attached to my original email. Thank you in advance for clarifying why the fee was not added until mid December.

Sincerely,

[redacted]

On Thu, Dec 29, 2016 at 5:35 PM, <ExecReferrals@daimler.com> wrote:

[redacted]:

Thank you for your email below addressed to Janet Marzett, Vice President Operations Americas for Mercedes-Benz Financial Services (MBFS), and also to Alyson Leady, Assistant to Chris Kaefer, Vice President of Credit Operations Americas. Both emails were forwarded to me for review, and we appreciate the opportunity to respond to your concerns about a late fee assessment. It was assessed for your payment due September 15, 2016. I see you scheduled the payment on our website September 24, 2016. Unfortunately, because September 24th was a Saturday, we were unable to submit a request for payment to your bank until the following Monday, September 26th. This was 11 days after your due date, and resulted in the late fee assessment. However, after reviewing your account, I have removed the late fee of $21.63. Please know the assessment of the late fee was in no way a retaliation for the complaint you have filed with Mercedes-Benz USA regarding the performance of your vehicle, and encourage you to continue your claims with Mercedes-Benz USA.

With Best Regards/Mit freundlichen Grüßen,

Kee Sourjohn
Executive Response Team

Mercedes-Benz Financial Services USA LLC
Office: 817.224.5120

From: [redacted] < >
Date: December 24, 2016 at 9:36:46 PM CST
To: janet.marzett@daimler.com
Subject: Assistance with billing issue

Good evening Ms. Marzett

I just noticed that a late fee has been applied to my account. However, my payments have never been late. I have always made my payments within the required 10 day grace period. Please see the information attached below for payments made the past four months. Three out of the four months of payments were made on the 25th, which is within 10 days from the 15th due date, the grace period for on time payments. Prior to this month I have never been charged a late fee because the payments were on time. Therefore I would like to request that the $21.00 late fee be removed from my account. I am hoping that this late fee is not being charged in retaliation for the attached Complaint and Demand related to the ongoing problems I have had with the vehicle; however, that appears to be the case seeing as I have never been late with a payment yet I am being charged a late fee. I am truly disappointed by the response I have received from Mercedes in response to the vehicle safety issues I have been complaining about. Instead of trying to work with me to resolve this issue or even repair the vehicle, it appears that Mercedes has instead charged an unwarranted late fee in an attempt to bully and intimidate me into not complaining about the vehicle and the ongoing safety issues. My only goal is to have a safe vehicle to drive; therefore, I reiterate my willingness to resolve this issue amicably. Merry Christmas and thank you in advance for your assistance.

Sincerely,

[redacted]

Account Holder:
Daimler Account Confirmation #: [redacted]
Payment Date: 12/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder:
Daimler Account Confirmation #: [redacted]
Payment Date: 11/25/2016

Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #:
Payment Date: 10/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #:
Payment Date: 09/24/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #:
Payment Date: 08/25/2016
Payment Amount: $432.63
Payment Type: One-Time

If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

From: [redacted]
To: Anthony Foxx (OST)
Subject: Fwd: Inquiry from Mercedes-BenzFinancial.com
Date: Friday, December 30, 2016 1:18:23 AM

Please see the original response from Mercedes sent on 12/27 that denies a late fee was ever assessed on my account.

---------- Forwarded message ----------
From: <MBF-US_Email_System%WK-APPL@dcx.dcx>
Date: Tue, Dec 27, 2016 at 4:35 PM
Subject: Inquiry from Mercedes-BenzFinancial.com
To: [redacted]

Dear [redacted],
Thank you for the inquiry regarding your account with Mercedes-Benz Financial
Services (MBFS).

Thank you for your recent payment! Our records don't indicate you are currently being charged a late fee for $21.00.

If you require further assistance, please let us know. We appreciate your patronage to the Mercedes-Benz brand and of Mercedes-Benz Financial Services.

Sincerely,
Shani Marion
Resolution Specialist
Mercedes-Benz Financial Services

Note : Please do not reply to this mail. This is a system generated mail.
For further contact please use the following link.
Reply To:
[redacted]

Message: Good evening,

I just noticed that a late fee has been applied to my account. However, my payments have never been late. I have always made my payments within the required 10 day grace period. Please see the information attached below for

payments made the past four months. Three out of the four months of payments
were made on the 25th, which is within 10 days from the 15th due date, the grace period for on time payments. Prior to this month I have never been

charged a late fee because the payments were on time. Therefore I would like to request that the $21.00 late fee be removed from my account. I am hoping that this late fee is not being charged in retaliation for my reporting this car as a lemon due to the ongoing problems I have had with the transmission. However, that appears to be the case seeing as I have made several prior payments on the 25th and have never been charged a late fee. Thank you in advance for your cooperation.

Account Holder: [redacted]
Daimler Account Confirmation #: [redacted]
Payment Date: 11/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #: [redacted]
Payment Date: 10/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #: [redacted]
Payment Date: 09/24/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Confirmation #: [redacted]
Payment Date: 08/25/2016
Payment Amount: $432.63
Payment Type: One-Time

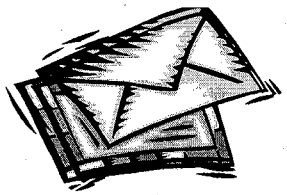
Account Number: [redacted]
Submit Time: 12/24/16 10:11:21 PM

Sender Information:

First Name: [redacted]
Last Name: [redacted]
Address: [redacted] STGREGORY MI [redacted]
State: MI
Home Phone Number: [redacted]
Fax Number:
Email Address: [redacted]

Category: Other
Preferred Contact Method: Email
Best Time To Call:

NHTSA ccmMercury Routing Slip



Printed: 12/29/2016

NHTSA #: ES16-005862	Rec'd Date: 12/29/2016	Referred By: NAD-200
XREF #:	Doc Type: S10	Doc Date: 12/24/2016
Delivery: S10 E-MAIL	Address To:	**Due Date:**
S10 #: S10-161229-001	DOT/I #:	RMP #:

Subject: S10 APPROPRIATE HANDLING - COPY OF MERCEDES CUSTOMER COMPLAINT ADDRESSED TO DAIMLER GENREAL COUNSEL MARY PRICE

Ack Date:	Ack By:	
Sign Office: AA FOR ENFORCEMENT	Signature: AS APPROPRIATE	Signed For:
Cleared Date:	Cleared By:	Cleared For:
File Loc:	XREF File:	**Closed Date: 12/29/2016**
Added By: TMAPP x62870	Modified By: TAMMY.MAPP	

Most Recent Comment:

EXECUTIVE SECRETARIAT
RECEIVED
NHTSA
2016 DEC 29 P 3:01

Author:

[redacted]

JAN 3 - 2017

Assigned To	Task	Asgn Date	Deadline	Returned Date
NEF-010	APPROPRIATE	12/29/2016		12/29/2016

Spriggs, Brian (OST)

From: Gertel, Angelica (OST)
Sent: Wednesday, December 28, 2016 2:22 PM
To: Spriggs, Brian (OST)
Subject: FW: Assistance with billing issue
Attachments: Response from Mercedes reference number [redacted].pdf; Complaint and Demand.pdf

From: [redacted]
Sent: Saturday, December 24, 2016 10:46 PM
To: Mary.Price@daimler.com
Subject: Assistance with billing issue

EXECUTIVE SECRETARIAT
RECEIVED-NHTSA
2016 DEC 29 P 1:10

Good evening Ms. Price,

I just noticed that a late fee has been applied to my account. However, my payments have never been late. I have always made my payments within the required 10 day grace period. Please see the information attached below for payments made the past five months. Four out of the five months of payments were made on the 25th, which is within 10 days from the 15th due date, the grace period for on time payments. Prior to this month I have never been charged a late fee because the payments were on time. Therefore I would like to request that the late fee be removed from my account. I am hoping that this late fee is not being charged in retaliation for the attached Complaint and Demand related to the ongoing problems I have had with the vehicle; however, that appears to be the case seeing as I have never been late with a payment yet I am being charged a late fee. I am truly disappointed by the response I have received from Mercedes in response to the vehicle safety issues I have been complaining about. Instead of trying to work with me to resolve this issue or even repair the vehicle, it appears that Mercedes has instead charged an unwarranted late fee in an attempt to bully and intimidate me into not complaining about the vehicle and the ongoing safety issues. This experience has been a nightmare to say the least and this most recent incident has only exacerbated an already horrific experience. Not has Mercedes not repaired or replaced the vehicle but now has decided the best way to address the problem is through intimidation and to discredit me by attempting to show my account is not in good standing when it is. Customers who have legitimate safety issues should not be afraid of retaliation or that they will be bullied by their vehicle manufacturer if they report said safety issues to the appropriate parties. My only goal is to have a safe vehicle to drive; therefore, I reiterate my willingness to resolve this issue amicably. Merry Christmas and thank you in advance for your assistance.

Sincerely,

[redacted]

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 12/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]

S10-161229-001

Daimler Account Number: xxxxxx[redacted]
Confirmation #: [redacted]
Payment Date: 11/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 10/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 09/24/2016
Payment Amount: $432.63
Payment Type: One-Time

Account Holder: [redacted]
Daimler Account Number: [redacted]
Confirmation #: [redacted]
Payment Date: 08/25/2016
Payment Amount: $432.63
Payment Type: One-Time

Gmail [redacted]

reference number: [redacted]

[redacted] Mon, Dec 19, 2016 at 2:32 PM

To: beate.mandelartz@daimler.com

Good afternoon Mr. Mandelartz,

I am writing to follow up with you regarding your email and with new information regarding the vehicle. This past Friday my vehicle was almost involved in an accident while driving in moderate winter conditions. The vehicle almost hit another vehicle, a sign and a guardrail because the anti-lock brakes and Collision Prevention Assist system failed to engage. I have never before experienced the kind of brake failure I experienced on this vehicle. There is also an issue with the COMAND system. I have not contacted the dealership because as I mentioned in my initial correspondence I have had zero success with getting the vehicle repaired. To date, I have not received any communication from Mercedes-Benz USA beyond your initial email. Thus, the reason I am notifying you of the most recent mechanical failures. Thank you in advance for your prompt attention to this ongoing problem.

Sincerely,

[redacted]

On Dec 14, 2016, at 10:54 AM, beate.mandelartz@daimler.com wrote:

> Dear [redacted]
>
> Thank you for your letter addressed to Dr Dieter Zetsche, Chairman of the Board of Management of Daimler AG and Head of Mercedes-Benz Cars.
>
> We are very sorry that your experience with Mercedes-Benz has not met your expectations.
>
> Due to the fact that this issue solely falls into the responsibility of Mercedes-Benz USA, we have forwarded your correspondence to our colleagues, and they will contact you accordingly. We will continue to keep an eye on the further steps and receive feedback, which will be reported to our Board of Management.
>
> Meanwhile we wish you all the best!
>
> Yours sincerely
>
> Mit freundlichen Grüßen
>
> Beate Mandelartz
> Daimler Team for the Board of Management /
> Daimler Kundenbetreuungsteam für den Vorstand

Daimler AG
Sitz und Registergericht/Domicile and Court of Registry: Stuttgart
HRB-Nr./Commercial Register No. 19360
Vorsitzender des Aufsichtsrats/Chairman of the Supervisory Board: Manfred Bischoff
Vorstand/Board of Management: Dieter Zetsche (Vorsitzender/Chairman), Wolfgang Bernhard, Renata Jungo Brüngger, Ola Källenius, Wilfried Porth, Hubertus Troska, Bodo Uebber, Thomas Weber

If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

S10-161229-001

TO: Daimler and Mercedes Benz USA
FROM: [redacted]
DATE: December 12, 2016
SUBJECT: Regulatory Complaint and Demand

Sent via email

I. COMPLAINT

Repair Attempts

[redacted] leased her 2015 Mercedes Benz CLA250 on August 16, 2015. Beginning in October of 2015 she began having problems with the vehicle. The vehicle began violently jerking when shifting gears 1 thru 4 and when coming to a complete stop. [redacted] began taking her vehicle into service for this issue on October 29, 2015. The vehicle was not repaired. [redacted] brought the car in for regular service on December 16, 2015 and again complained about the vehicle violently jerking when shifting from gears 1 thru 4 and when coming to a stop. Again, the vehicle was returned without any repairs being done. On or about February 16th Ms. [redacted] was driving to work and the car would not shift out of 2nd gear. The engine revved and the RPMs rose extremely high but the car would not shift out of gear. [redacted] immediately contacted Plaza Motors regarding the problem. Plaza had no answer as to why the car became stuck in 2nd gear and requested that she bring the car in the following day. On February 17, 2016 [redacted] dropped the vehicle off at Plaza and reiterated her concerns about the vehicle violently jerking and getting stuck in gear. Again, Plaza returned the vehicle the same day without repairing it.

On June 8, 2016 [redacted] took her car in for service and again complained about the car violently jerking when shifting gears, when stopping, getting stuck in gear and now vibrating when driving as well as braking. On June 10, 2016 Plaza service manager called and said that he could not figure out why the car violently jerked while shifting gears and stopping. Because the problems had been occurring for 6 months and were becoming increasingly worse [redacted] began researching the problem and found that this was a common complaint among 2014 and 2015 CLA owners/lessees. [redacted] shared the information she found regarding the transmission issues along with proposed fixes with the service manager. The information was disregarded and the car was returned without any repairs to address the jerking issue.

On July 1, 2016 [redacted] took the vehicle back into service because it was again violently jerking while shifting from gears 1 - 4, stopping and getting stuck in gear. Prior to taking the car in for service [redacted] contacted Mercedes Benz corporate office to notify them of the ongoing issues and to request that they ensure necessary repairs are made to the vehicle. As a result of the email, [redacted] was contacted by Mercedes Benz Corporate Customer Care Manager Irene G who assured her that they would perform a comprehensive inspection on the vehicle and make all necessary repairs in accordance with the warranty.

On July 11, 2016 [redacted] sent her service advisor Morgan Mikel and Irene G a video of the transmission jerking she has been complaining about after receiving a call from Plaza saying that they could not duplicate the problem to make repairs. She never received a response to her email. On July 26, 2016 she was contacted by Plaza and told that they could not repair the car because they could not duplicate the issue. On or about July 27, 2016 [redacted] again emailed Mercedes Benz executives with her concerns regarding the problems with the vehicle and the lack of repairs. The next day she received a call from Irene G at Mercedes Benz Corporate. Irene stated that she thought the problem had been fixed and [redacted] had her car. Apparently Plaza did not follow up with her and she did not follow up with them. For the next three weeks [redacted] and Irene had several conversations but no resolution. The car remained at Plaza Motors.

Finally on August 19th Irene contacted [redacted] and said that Mercedes was willing to exchange her current CLA for a C-Class Mercedes and provide her with a $1500 incentive. She was then contacted by Plaza's sales department who immediately began searching for a new vehicle for [redacted] The entire transaction was scheduled to be finalized early the next week. On Monday August 22, 2016 [redacted] was contacted by Plaza's sale department and informed that Mercedes was not going to replace her nonconforming vehicle with a new one. She then contacted Irene G at Mercedes Customer Service who was surprised to hear the new information Plaza conveyed to [redacted] She requested the opportunity to look into the issue and get back to [redacted] After a brief hold Irene returned to the phone and confirmed that Mercedes would no longer be replacing [redacted] nonconforming vehicle with a new one. She stated that it would be up to [redacted] to get out of the lease but she was welcome to use the $1500 incentive. Shortly after speaking with Irene she was contacted by the service manager and asked to pick up her vehicle.

Demand Letters Letters/Notifications of nonconformity to Mercedes

On August 23, 2016 [redacted] sent an email to Mercedes Benz executives including the lead engineer outlining her concerns about the vehicle and the repeated failed repair attempts. On or about August 24th [redacted] picked her vehicle up from Plaza. Again no work was performed despite the car being in service for 53 consecutive days. Her car immediately began violently jerking while shifting gears and stopping. She drove the vehicle to Mercedes Benz of St. Louis and made an appointment for service for the next day. On August 25th [redacted] took the car in for service at Mercedes Benz of St. Louis. Again the car was returned with no work being performed and she was given no service report for her records. Shortly after picking up her car she was contacted by Irene G who purported to be responding to her email to the Mercedes executives. Irene G reiterated Mercedes position regarding the nonconforming vehicle in a voicemail. [redacted] responded via email again reiterating her concerns about the vehicle and Mercedes decision to breach the oral agreement it made with [redacted] to replace the vehicle. On or about September 2, 2016 while examining her service records [redacted] noticed that Plaza used incorrect information on her service report from July 1st. The service report stated

that her vehicle was released to her on July 11, 2016 and that no miles were put on the car. This was incorrect. The car was not released until August 24th, 43 days after the date on the service report, and they put 300 miles on the car while it was in service. [redacted] immediately notified Plaza's service manager via email of the incorrect information on the service report.

Shortly after [redacted] retained counsel who sent Mercedes a demand letter pursuant to the applicable law demanding that they comply with Michigan Lemon Law. Mercedes did not respond to the first notification. On September 12, 2016 [redacted] took the car back into service for the same problem violently jerking while changing gears, stopping, and getting stuck in gear. The dealership performed a software update which is not listed on the service report. On September 15, 2016 [redacted] contacted Mercedes Benz of St. Louis via email to notify them that the problems with the transmission violently jerking while shifting gear, stopping and getting stuck in gear and whether she should bring the car into them to check for codes. She never received a response from the service department. Approximately, two weeks later Mercedes received another demand letter regarding the nonconforming vehicle. On or about the first week of October Mercedes responded again refusing to replace the nonconforming vehicle. It was at this time that [redacted] terminated her relationship with her attorney. On October 11, 2016 [redacted] filed a complaint against Mercedes with the Consumer Financial Protection Bureau for violations of the Consumer Leasing Act due the extra expenses she was incurring due to the vehicle problems. Mercedes Benz Financial Services responded saying that they were sending the complaint to MBUSA for follow up.

On or about October 14th [redacted] was contacted by Irene G who reiterated Mercedes position to not replace the vehicle or repair the vehicle. On or about October 20, 2016 Ms. [redacted] filed a complaint with Missouri Attorney General regarding the nonconforming vehicle. On October 25, 2016 [redacted] took the car into service for the same issue; however, this time the car's electrical system went out prior to violent jerking while shifting gears and stopping. She took pictures of the instrument panel when the incident occurred and provided them to the service advisor.

On October 26th the car was returned. No repairs were done to the transmission; however, the COMAND system was updated. The service report attempts to allege that the electrical outage and transmission issues were caused by [redacted] resetting the system, or human error which is misleading and a misrepresentation of the facts. [redacted] reset the system after it malfunctioned per the instructions provided by MBRACE.

Lemon Law Claim Review

On or about November 14th [redacted] sent Mercedes Benz another demand letter regarding the nonconforming vehicle and made an offer of settlement. On November 16th Ms. [redacted] was contacted by Kyla, an Executive Referral Manager. Kyla stated that they were evaluating [redacted] vehicle for buy back pursuant to Michigan Lemon Law. She stated in her correspondence that the evaluation would take 2 to 3 business weeks. On November 21, 2016

[redacted] took the vehicle in to Mercedes Benz of St. Clair Shores in Michigan after experiencing the same issues driving from St. Louis MO to Michigan. She received a loaner vehicle, a 2016 CLA250 4Matic and the driving differences were so significant that every passenger who rode in the loaner car and had previously been in her car could tell the difference in the two vehicles.

On Tuesday November 22, 2016 after corporate received notification that her car was back in service, Kyla contacted [redacted] and stated that Mercedes was rejecting her Lemon Law Claim, a mere 7 days after the review was initiated. [redacted] inquired as to why the review only took 7 days and not the 2 to 3 business weeks outlined in Kyla's initial email and was told that this case only took 7 days. Shortly, after receiving Kyla's email [redacted] received a call from Juan Benjamin a new car salesperson at Mercedes Benz of St. Clair Shores who was directed by Mercedes Benz Corporate to contact [redacted]

She explained the issues with her vehicle to Mr. Benjamin who said he would check into it and get back to her. Shortly after she received a series of text messages with pictures of a white vehicle from Mr. Benjamin. The text were highly inappropriate due to her not giving him permission to contact her via text. His messages included an offer to trade in her vehicle for a 2014 E350 for $1000 down and $650/month. [redacted] rejected the offer for the older car that costs $220 more per month than her car. It was at this time that [redacted] learned of Mercedes knowledge of the jerking issues plaguing the CLA and their repair of certain vehicles. She also learned that the $1500 incentive she was given by Irene G was meant to be reimbursement of her car and insurance payment for the two months her car was at Plaza Motors.

On November 28, 2016 she picked her car up from Mercedes Benz of St. Clair Shores. Again no repairs were made to the vehicle. Additionally, the service report attempted to state that [redacted] accidentally hits the Manual gear paddles located on both sides of the steering wheel and that is the cause of the jerking while driving and stopping. The service report was attached to an initial quick test and final quick test that contained the error codes found on her vehicle. She disputed the inclusion of human error on the service report and refused to sign the report until the false information was removed. The dealer complied but removed the initial quick test and final quick test reports from the service paperwork. [redacted] requested the tests but the service advisor refused falsely claiming that this information was for internal use only.

Lemon Laundering of 2014/2015 MB CLAs

It was also at this time that she learned Mercedes had been quietly contacting drivers who purchased not leased their 2014/2015 CLA and offering them the opportunity to trade in their current CLA for a brand new 2016 CLA for no out of pocket cost. In some instances, Mercedes offered financial payments to 2014/2015 CLA owners to trade their current vehicle for a 2016 CLA. Less than 10 minutes after leaving the dealership the car began violently jerking while shifting and stopping.

Naturally, [redacted] contacted Kyla via email at MBUSA to inquire about the CLA trade in program and request that she be included. Also, she requested that the $1500 reimbursement for the 2 months car and insurance payment be applied to her account instead of as an incentive that she could not use due to its expiration in one year and Mercedes refusal to buyback or trade her nonconforming vehicle. Kyla attempted to state that the CLA trade in program was a dealer program not a manufacturer program which is patently false. [redacted] responded by saying that she was told this was a manufacturer program and reiterated her desire to participate. Additionally, she requested all of the initial and final quick tests performed on her vehicle including the most recent tests. To date, she has received no response from Kyla or anyone else at Mercedes Benz. [redacted] later discovered that the no cost upgrade trade in/ buyback program was only for people who purchased their 2014/2015 CLAs because they were not included in the ADAS&ME/PEGASUS project. The car is still jerking violently while shifting, stopping and getting stuck in gear.

ADAS&ME/PEGASUS Research Project

On or about December 9th [redacted] received information that indicated her vehicle issues were being caused by a software conflict. The information disclosed that the conflict is the result of duplicate automated driving software programs and mechanisms that were installed on the vehicle because both she and her vehicle are being studied as part of the ADAS&ME project that Daimler and several Daimler supplier software manufacturers are a part of via the PEGASUS subproject. The project is a Horizon 2020 project that just started. Develop Advanced Driver Assistance Systems (ADAS) that incorporate driver/rider state, situational/ environmental context and adaptive interaction, to automatically transfer control between vehicle and driver/ rider and thus ensure safer and more efficient road usage for all vehicle types (conventional and electric car, truck, bus, motorcycle)

The problems [redacted] have been complaining about for the past 12 months, the vehicle violently jerking while shifting from gears 1 - 4, stopping and getting stuck in gear. The specific list of software and their manufacturers are as follows:

Autoliv

- **Collision Prevention Assist Plus/Attention Assist:** radar devices directs a vehicle's accelerator and braking systems, controlling the distance between it and another vehicle.The radar sensors note vital information, such as range, angle and doppler velocity. This information is used to determine the driving situation and warn the driver in potentially dangerous events. If the driver does not take appropriate action in time and a crash is about to happen, advanced radar systems take control of the vehicle, collision mitigation by braking.
- **The electronic control unit (ECU)** integrates active and passive safety. The System monitors the environment around the vehicle and control the vehicle motion. This Electronic Safety Domain Controller (ESDC) links all safety sensors (including the environmental sensors such as radars) and all actuators that control vehicle motion (brakes, steering, and engine/ transmission).
- **Brake Assist System Brake Actuation and Brake Control:** building blocks towards autonomous driving integrating with active and passive safety. Antiskid Brake System, is equipped with sensors that detect the vehicle's instability when over-steering or under-steering occurs. The system applies the brakes, controls the engine output, and instantly stabilizes the behavior of the vehicle.
- **Hill Start Assistance** for vehicles equipped with the idle stop function that are on an incline, so that the driver can start driving smoothly and safely, by preventing the vehicle from going backwards. Master Cylinder & Master Power uses a vacuum

to amplify the force applied by the driver's foot to convert it into hydraulic pressure. Proportioning Valve adjusts the distribution of the brake force among the front and rear wheels, and prevents the rear tires from locking up.

Bosch

- **Electronic Stability Program: ESP®** is always enabled. A microcomputer monitors the signals from the ESP® sensors and checks 25 times a second, whether the driver's steering input corresponds to the actual direction in which the vehicle is moving. If the vehicle moves in a different direction ESP® detects the critical situation and reacts immediately – independent of the driver. It uses the vehicle's braking system to stabilize the vehicle.
- **Bosch Motor Electronics:** for combustion engine the hydraulic unit executes the commands from the control unit and regulates, via solenoid valves, the pressures in the wheel brakes. The hydraulic unit is the hydraulic connection between the master cylinder and the wheel cylinders. It is located in the engine compartment. The control unit takes over the electrical and electronic tasks as well as all control functions of the system.
- **The steering-angle sensor:** measures the position of the steering wheel by determinIng the steering angle. From the steering angle, the vehicle speed and the desired braking pressure or the position of the accelerator pedal, the driving intention of the driver is calculated (desired state).
- **The yaw-rate sensor:** registers all the movements of the vehicle around its vertical axis. In combination with the integrated lateral-acceleration sensor, the status of the vehicle (actual state) can be determined and compared with the driver's intention.
- Via the data bus, the ESP® control unit is able to communicate with the engine control unit. In this way, the engine torque can be reduced if the driver accelerates too much in certain driving situations. Similarly, it can compensate for excessive slip of the driven wheels provoked by the engine drag torque.
- **Hill Hold Control**: Hill starts are not always easy, particularly when the vehicle is heavily loaded. The driver has to operate brake, accelerator and clutch pedals very fast in order to prevent the vehicle from accidentally rolling backwards. The ESP® value-added function Hill Hold Control facilitates a hill start by keeping the brakes applied for about two more seconds after the driver has already released the brake pedal. The driver has enough time for changing from brake to accelerator pedal without using the handbrake. The vehicle drives off comfortably and without rolling backwards.
- **Hydraulic Brake Assist:** The Hydraulic Brake Assist identifies a pending emergency braking situation by monitoring the pressure on the brake pedal as well as the pressure gradient. If the driver does not brake strongly enough, the Hydraulic Brake Assist increases the brake force to a maximum. The stopping distance is reduced.

Continental

- **COMAND** vehicle information and infotainment system combined component that integrates vehicle systems. COMAND links to the Transmission, Engine and Suspension systems.
- **DCT Electronic Transmission Control**
- **Adaptive Brake Assist/Traffic Jam Assist** Braking, starting, and adherence to a safe following distance take place. Transmission control technology is in keeping with the trend toward AWD and 4WD vehicles. Applications include transfer case controls, differential locks and hang-on clutch systems plus application software.
- **The Emergency Brake Assist-City**, the entry-level version, prevents accidents in these areas at speeds of up to 25 km/h. The Short Range Lidar sensor used to do this delivers a favorable cost-benefit ratio and is already establishing itself in the compact car segment as another standard active safety element, along with ABS and ESC.
- **Air Suspension System**, adaptable, fast-reacting and resilient: air suspension system that derives its efficiency from the interaction between sensors, electronics, and mechanics. In conjunction with the integration of ESC, a ContiGuard® function is realized which ensures a precisely aligned reaction of the shock absorbers, the suspension, the engine control, and the braking system.
- **Back-up assist** Objects in the vehicle's path which obstruct the space needed for maneuvering are recognized in the image analysis. Continental uses the image analysis from the rear camera for the back-up assist in order to avoid a collision with objects behind the vehicle. The electronic control unit for the Surround View system is connected to the vehicle's electronic brake system and automatically brakes when a collision with a recognized object cannot otherwise be avoided.

The software, the CLA and [redacted] are being studied in the PEGASUS project as part of the ADAS&ME automated driving project. At no time did [redacted] consent to be part of any kind of research project nor would she have consented to participate in this program had this information been disclosed to her prior to her lease of the vehicle. Further she would not have leased the CLA had she been notified that her participation was in this project was a mandatory component . Because part of the project's goal is to determine which automation software works the best conflicting software programs were loaded onto the vehicle so that they could be monitored to see which was the most responsive/effective. Unfortunately, the conflicting automation software programs are causing serious mechanical, driveability and safety issues with

the vehicle. It is the equivalent of installing four different antivirus programs made by four different manufacturers on a computer which of course causes serious issues with computer's ability to function in the manner intended.

II. CLAIMS

Misrepresentations and Misleading Information/Data

Because [redacted] vehicle, the software and she are part of the ADAS&ME/ PEGASUS study if Mercedes were to repair or repurchase her vehicle in accordance with the Magnuson Moss Warranty act and applicable Lemon Law this data would have to be reported as part of the ADAS&ME research study. The Magnuson-Moss Warranty Act provides that "a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief."15 U.S.C. § 2310(d)(1).

Further Under certain conditions, Michigan law allows a consumer to revoke the acceptance of a good "whose nonconformity substantially impairs its value to him if he has accepted it." See M.C.L. § 440.2608(1). The revocation of acceptance can be based on "the reasonable assumption that its nonconformity would be cured and it has not been seasonably cured." See M.C.L. § 440.2608(1)(a). A buyer who revokes his acceptance of goods has the same rights and duties with respect to the goods as if he had rejected them. See M.C.L. § 440.2608(3). A buyer who justifiably revokes acceptance may recover as much of the price as has been paid. See M.C.L. § 440.2711(1). Causing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction. [MCL 445.903(1)(n); MSA 19.418(3)(1)(n).] Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer. [MCL 445.903(1)(s); MSA 19.418(3)(1)(s).]

Michigan Lemon Law is clear and states, If a defect or condition that was reported to the manufacturer . . . pursuant to [MCL 257.1402] continues to exist and the new motor vehicle has been subjected to a reasonable number of repairs as determined under subsection (5), the manufacturer shall within 30 days, do either of the following as applicable. If the new motor vehicle was leased, the consumer has the right to a refund of the lease price paid by the consumer. The consumer may agree to accept a comparable replacement vehicle in lieu of a refund for the lease price paid. If the consumer agrees to accept a replacement vehicle, the lease agreement shall not be altered except with respect to the identification of the vehicle.

The numerous misrepresentations and misleading information given to [redacted] and listed on her service reports meets those certain conditions. The most glaring example being the July 1, 2016 service report that states [redacted] vehicle was ready and picked up on July 11th not the actual pickup date of August 24th. It was disclosed to [redacted] that the ADAS&ME

was approved for funding by the EU on July 11, 2016, thus the reason for the erroneous July 11th vehicle pickup date listed on her July 1, 2016 report. Consumer law prohibits deceptive acts and practices as well as unfair ones." An unfairness determination considers whether the practice offends public policy; whether it is immoral, unethical, oppressive, or unscrupulous; whether it causes substantial injury to consumers. A business practice is unfair if, among other things, it "offends public policy"" A consumer can recover damages for "unfair as well as deceptive conduct. In this case, using [redacted] as a human research subject without her knowledge or consent is immoral, unethical and offends public policy.

Another example is the service report from October 26th where it states that the transmission jerking and COMAND system electrical outage was caused by [redacted] manual reset of the system, which was patently false. The dealer attempted to misconstrue and misrepresent the malfunction that occurred as human error because the COMAND system, Engine software, and Transmission software are all linked together in a software program that is part of the ADAS&ME/PEGASUS project; thus, a malfunction would have to be included in the project research. Human error aside, both the Magnuson-Moss Act and Michigan Lemon Law are strict liability laws meaning there is automatic responsibility (without having to prove negligence) for damages sustained by the consumer on the part of Mercedes due to possession and/or use of equipment, materials or possessions that meet the legal standard set forth by applicable state and federal law. The misleading and patently false information Mercedes included on the service report does not negate this presumption of liability.

Forcing her to continue driving an unsafe nonconforming vehicle because replacing the vehicle would require reporting the problem in the research data, disclosing the unlawful inclusion of [redacted] a US resident in the study without her knowledge and/or consent to protect the project's funding and future funding that is based on the research data is oppressive and unscrupulous. Accordingly, the actions of Mercedes Benz violates state lemon laws, consumer protections laws and federal lemon/consumer protection laws.

Honest Services Fraud

Congress enactment 18 U.S.C. § 1346 to protect the public from schemes or artifices to defraud which includes a scheme or artifice to deprive another of the intangible right of honest services in violation of a fiduciary duty. Such fiduciary duty is not limited to a formal 'fiduciary' relationship well-known in the law, but also extends to a trusting relationship in which one party acts for the benefit of another and induces the trusting party to relax the care and vigilance which it would ordinarily exercise. The statute has been applied in cases in which private individuals breached a fiduciary duty to another. In this case, Mercedes abused [redacted] trust. In leasing her vehicle trusted Daimler, owner of the vehicle and Mercedes to provide a safe vehicle and abide by all applicable safety and privacy laws. Daimler as the vehicle's owner grossly abused this trust.

Mercedes assured [redacted] that they would provide a safe vehicle and service/ maintenance of said vehicle. They induced her to believe that the vehicle would conform with applicable US DOT/NHTSA regulations and safety standards. The dealerships induced Ms. [redacted] to trust that they were acting in her best interest when servicing her vehicle instead they were acting in the best interest of Mercedes participation in the ADAS&ME/PEGASUS project and the funding received from said project.

Mercedes intentionally breached their fiduciary duty and "foresaw or reasonably should have foreseen" that their actions could cause economic harm to [redacted]. Mercedes possessed a fraudulent intent and made numerous misrepresentations that they knew would has the natural influence [redacted] to change her behavior.

Moreover, Mercedes failing to address the serious mechanical issues occurring with the vehicle in an attempt to produce positive research results and protect funding by making the patently false claim that they cannot duplicate the problem, while placing an order to not repair the vehicle in her vehicle's service file stored on the Daimler/Mercedes cloud. The issues Ms. [redacted] is complaining about are known issues that Mercedes has addressed in several CLA vehicles. The difference is the vehicles Mercedes repaired were purchased not leased. The intentional failure to repair [redacted] vehicle to protect research data and funding violates [redacted] intangible right to honest services.

Automation Software on the 2014/2015 CLA Violates NHTSA Guidelines and Vienna Convention

[redacted] vehicle has completely automated components that she has no ability to control, particularly when the vehicle is in ECO mode. The aforementioned violates the NHTSA Automated Vehicle Guidelines and March 2016 amendment of the Vienna Convention on Road Traffic. Accordingly Mercedes surreptitiously changed several components on the 2016 Mercedes CLA so that it would comply with the September 2016 NHTSA Automated Vehicle Policy and Vienna Convention Amendment including adding Comfort mode to the vehicle which provides drivers with more control over the vehicle functions than both the ECO and Sport modes. Thus, the reason that they are quietly contacting 2014 and 2015 CLA owners offering to trade in the vehicle for a brand new 2016 CLA for no extra charge. [redacted] is ineligible for this program because of the numerous complaints she has made regarding the vehicle and the more than 60 days that it has been out of service for said complaints.

Mercedes Failed to Notify [redacted] of the Study and Failed to Obtain her Informed Consent is Discriminatory Treatment of Vehicle Lessees

[redacted] is extremely upset by this new information that she has been a studied as a subject in a research project without her knowledge and/or informed consent because she chose to lease not purchase her vehicle. She did not consent to be part of any kind of research project nor would she have consented had this information been disclosed to her at the time or any time

before the inception of the lease. Mercedes Benz had knowledge of the project on the date of the transaction with [redacted]. The submission for the grant obtained for the project was submitted in 2015 prior to the date [redacted] leased her CLA. Mercedes could have and was required to disclose that inclusion as a subject in an overseas automated driving project was part of the lease agreement. The grant funds went into affect on January 9, 2016, 3 and a half months after the inception of her lease and 2 months after she began complaining about the issues with her vehicle.

Accordingly, Mercedes inclusion of drivers who leased instead of purchased their CLAs as subjects in the ADAS&ME/PEGASUS project without their knowledge and/or informed consent is discriminatory. As a lessee of the Mercedes CLA [redacted] is part of a group of people qualified for special protection by a law, policy, or similar authority. The inclusion of CLA lessees as subjects and not CLA owners has resulted in unequal behavior and treatment towards lessees because they chose to lease not buy their vehicles from Daimler.

Mercedes CLA lessees like [redacted] are members a protected class because they do not own the vehicle's they drive, they are renting them. Therefore, they are in a position where they are forced to place a tremendous amount of trust in the vehicle's owner, in this case Daimler.

Federal law is clear regarding all research involving human subjects conducted, supported or otherwise subject to regulation by any federal department or agency which takes appropriate administrative action to make the policy applicable to such research. It also includes research conducted, supported, or otherwise subject to regulation by the federal government outside the United States. Each institution engaged in research which is covered by this policy and which is conducted or supported by a federal department or agency shall provide written assurance satisfactory to the department or agency head that it will comply with the requirements set forth in this policy. A statement of principles governing the institution in the discharge of its responsibilities for protecting the rights and welfare of human subjects of research conducted at or sponsored by the institution, regardless of whether the research is subject to federal regulation. This may include an appropriate existing code, declaration, or statement of ethical principles, or a statement formulated by the institution itself. Documentation of informed consent by the use of a written consent form approved by the IRB and signed by the subject or the subject's legally authorized representative. A copy shall be given to the person signing the form. In [redacted] case none of the above occurred as it pertains to her inclusion in the ADAS&ME/PEGASUS study.

To be material, the representation need not "relate to the sole or major reason for the transaction, but it [must] relate to a material or important fact. A seller's omission of fact was tantamount to a representation and was material because it related to a fact crucial to the plaintiff's decision to buy. By analogy, then, a material fact for purposes of liability under the law would likewise be one that is important to the transaction or affects the consumer's decision to enter into the transaction.The law prohibits making an omission that tends to mislead or deceive

any consumer, but only if the omitted fact could not reasonably be known by that consumer. Thus, the issue is not whether the omission is misleading to a reasonable consumer but whether the consumer could reasonably be expected to discover the omission at issue. [redacted] would have no reason or way of knowing that her purchase of the vehicle was conditioned on her being part of an overseas research project on automated driving programs. Had this information been disclosed she would not have agreed to the transaction.

Violations of Privacy and Computer Fraud and Abuse Act

[redacted] inclusion as a subject without her knowledge and/or informed consent in the ADAS&ME/PEGASUS project violates federal privacy laws. Mercedes intentionally, via its inclusion of [redacted] as a subject in its ADAS&ME/PEGASUS study, intentionally intruded, physically or otherwise, upon the solitude or seclusion of [redacted] in her private affairs and concerns.

The ADAS&ME/PEGASUS project studies the interaction between humans and autonomous vehicles by monitoring driver behavior behind the wheel in various conditions. This means that someone overseeing the study is constantly monitoring and eavesdropping on Ms. [redacted] while she is in her vehicle without her knowledge and/or consent. They know her destinations, monitor her telephone conversations and vehicle conversations. Mercedes and various other ADAS&ME/PEGASUS participants repeatedly knowingly accessed the computers in [redacted] vehicle without authorization and exceeded their authorized access, and by means of such conduct obtained information that has been determined by the United States Government pursuant to an Executive order or statute to require protection against unauthorized disclosure.

Since August 16, 2015 to the present day Mercedes has knowingly and with intent to defraud, accessed [redacted] vehicle computers without authorization, exceeded authorized access, and by means of such conduct furthers the intended fraud and obtained valuable personal driving habits and behaviors, location information, etc for use in developing automated driving software worth billions of dollars.

Further, Mercedes, by virtue of its inclusion of conflicting software on [redacted] vehicle for the sole purpose of studying which automated safety program performed the best in various driving situations, knowingly caused and continues to cause the transmission of a program, information, code, or command, and as a result of such conduct, intentionally caused damage without authorization, to the computers in [redacted] vehicle. The aforementioned ; intentional access of [redacted] vehicle computers without authorization recklessly caused damage and loss. Mercedes, via its unlawful inclusion of [redacted] in its ADAS&ME/ PEGASUS study and unlawful access of her vehicle's computers knowingly and with the intent to defraud interfered with traffics which resulted in such trafficking negatively affecting interstate or foreign commerce.

Finally, The electronic intrusion of solitude into [redacted] vehicle violates her right to privacy and Fourth Amendment Constitutional Rights against unlawful searches and seizure. The disclosure of the facts [redacted] private life and personal information without her knowledge or consent as part of a research study has resulted in the public disclosure of [redacted] information which is not of public concern, and the release of which would offend a reasonable person. The right to privacy is a human right that is universal, indivisible, interdependent, interrelated, and inalienable. Accordingly, Mercedes has violated this right and is liable for damages.

III. DEMAND

Due to the above outlined egregious acts on the part of Daimler and Mercedes Benz [redacted] demands the following:

- Repurchase of [redacted] 2015 Mercedes CLA250 4MATIC;
- Replacement vehicle of [redacted] choice;
- Payment of $30,000 in compensatory damages which includes reimbursement of costs incurred as a result of the vehicle being in service for 60+ days, privacy/consumer fraud and abuse act violations, violations of consumer protection laws, the Consumer Leasing Act and all other applicable laws;
- Written assurance that neither my vehicle's computers, my telephone and another personal electronic device containing Mercedes software will be unlawfully accessed for improper purposed and;
- Assurance that [redacted] will not be included as a subject in the ADAS&ME/PEGASUS project or any other research project without her express and informed written consent pursuant to US federal law.

Should Daimler/Mercedes reject the above demand and/or refuse to respond to this correspondence within seven days, December 19, 2016. Please be advised that [redacted] will aggressively pursue all available legal remedies which includes providing a copy of this complaint along with the supporting evidence to the below listed regulatory agencies.

cc:
SIGTARP
DOT-OIG
NHTSA
DOJ
Office's Securities and Commodities
Fraud Task Force and
Complex Frauds and Cybercrime Unit
Money Laundering and Asset Forfeiture Unit
FBI