NEF-010

COPY TO DR. MARK ROSEKIND

INFORMATION REDACTED PURSUANT TOTHE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

[redacted]

Dallas, TX [redacted]

MAR 2 8 2018

CA-11082909-4106

Mr. Dietmar Exler, CEO
Mercedes-Benz USA
6480 Barfield Road
Sandy Springs, GA 30328-4201

March 3, 2018

Dear Mr. Exler,

A few months ago while driving my wife's SL 500, the red SBC warning cluster illuminated, and the car's brakes failed. As a result of this I was unable to stop at a stop sign and rolled completely through an intersection. I was able to limp the remaining three blocks home by shifting the transmission from drive to neutral repeatedly. The car was towed to Park Place Motocars for repair.

This failure could have easily resulted in serious injury and perhaps loss of life. If this had happened on a high speed freeway or if pedestrians or other vehicles had been in my path, the results would certainly have been catastrophic.

I have attached the paid invoice. It shows that the technician found fault codes C25DS, C26DE, C26BB, C233D in the SBC System - there was a hydraulic malfunction in the pressure supply.

I was told by Park Place that Mercedes provided a 10 year warranty on these failures. As our car is a 2006, it fell out of the warranty period. Apparently failures of this nature have been well known to Mercedes Benz for some time. I find it shocking and unconscionable that Mercedes Benz and the NHTSA would allow vehicles with brake failure issues to travel our roads. A recall should be required to repair this defect on each of these dangerous vehicles.

Sincerely [redacted]

Cc: Dr. Mark Rosekind, Head
National Highway Traffic Safety Administration
1200New Jersey Avenue, SE West Building
Washington, DC 20590

AM
3-30-18
VO

CUSTOMER #: [redacted]

[redacted]

INVOICE

Park Place MOTORCARS

Mercedes-Benz

[redacted]

DALLAS, TX [redacted]

PAGE 1

Experts in Excellence
6113 Lemmon Avenue · Dallas, TX 75209
214-526-8701 Main · 214-224-1940 Appts.

HOME: [redacted] CONT [redacted]
BUS: CELL:

SERVICE ADVISOR: 101700 LARRY DAVIS

PAINT TRIM	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
RED/590	06	MERCEDES-BENZ SL500R	WDBSK75F06F[redacted]	[redacted]	56115/56119	[redacted]

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22APR16	DD01MAY08		18:00 13DEC17		VARIABLE	CASH	13DEC17

R.O. OPENED	READY	OPTIONS:
15:36 11DEC17	17:51 13DEC17	ENG:5.0_Liter

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CLIENT STATES SBC WARNING ON CLUSTER WHILE DRIVING CAR SEEMS TO HAVE NO BRAKES CAR TAKES AN EXTREME AMOUNT BRAKE PEDAL TO STOP THE CAR

599 DIAGNOSE AND REPAIR CHASSIS ELECTRICAL SYSTEM

70147	CGP			787.50	787.50
2 000-989-08-07-01	BRAKE FLUID		20.00	20.00	40.00
1 009-431-27-12-80	REMAN HYDRAULIC UNIT		1192.40	1192.40	1192.40

PARTS: 1232.40 LABOR: 787.50 OTHER: 0.00 TOTAL LINE A: 2019.90

56115 CP 945 TECH 70147
CLIENT STATES SBC WARNING ON CLUSTER WHILE DRIVING CAR SEEMS TO HAVE NO
BRAKES CAR TAKES AN EXTREME AMOUNT BRAKE PEDAL TO STOP THE CAR -
CLIENT STATES SBC WARNING ON CLUSTER WHILE DRIVING CAR SEEMS TO HAVE NO BRAKES CAR TAKES AN EXTREME AMOUNT BRAKE PEDAL TO STOP THE CAR. INSPECT SBC BRAKE SYSTEM . BRAKE PADS ARE OKAY . ROAD TEST VEHI TO DUPLICATE CUST CONCERN . PERF SHORT TEST W/SDS . FOUND C25D5,C26DE,C26BB,C233D FAULT CODES IN SBC SYSTEM. (HYDRAULIC MALFUNCTION IS PRESSURE SUPPLY) REPLACE AND PROGRAMMED SBC SYSTEM . BLEED SBC BRAKE SYSTEM . CLEAR FAULT CODES . ROAD TEST TO VERIFY REPAIRS . COMPLETED

****

B BLEMISHES NOTED 1 SCRATCH, 6 SCUFFS

BLEM Walk Around

70147	INC				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

56115 (NOTE) VEHI NEED LOWER CONTROL ARM BUSHINGS , RIGHT REAR TRIM FOR RETRACTABLE TOP NOT CLOSING PROPERLY

****

C CLIENT STATES FINAL TEST DRIVE AFTER VEHICLE SERVICE

TEST Final Test Drive

70147	INC				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

56119
N/C TECH 70147 - CLIENT STATES FINAL TEST DRIVE AFTER VEHICLE SERVICE COMPLETED

www.partsgeek.com

DISCLAIMER OF WARRANTIES - Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser or agent for the purchaser, understand and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability of fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser or agent for the purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS - I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.
Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.

NOTICE PURSUANT TO § 70.001, TEXAS PROPERTY CODE
I am the person or agent acting on behalf of the person, who is obligated to pay for the repair of the motor vehicle subject to the repair contract. I understand that this vehicle is subject to repossession in accordance with §9.609 Texas Business and Commerce Code, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order of the credit card holder has no account or the account on which it is drawn or the credit card account has been closed.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE / COUPONS	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Signature of Customer or Agent or Person Responsible for Payment

Signature of Customer or Agent or Person Responsible for Payment

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CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

INVOICE

Park Place MOTORCARS

Mercedes-Benz

[redacted]

DALLAS, TX [redacted]

PAGE 2

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BUS: CELL

SERVICE ADVISOR: 101700 LARRY DAVIS

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R.O. OPENED	READY	OPTIONS:
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LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
D	CLIENT STATES CLIENT REQUESTS ON LINE PAYMENT AND PICKUP OPTION							
	OLBP OLBP							
	70147	INC						(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00								
56119 NO CHARGE WORK PERFORMED								
**********								
E**	Tank, Coolant Overflow - Replace							
	220 DIAGNOSE AND REPAIR COOLING SYSTEM							
	70147	CGP				210.00	210.00	
	1 230-500-02-49	TANK				164.50	164.50	164.50
PARTS: 164.50 LABOR: 210.00 OTHER: 0.00 TOTAL LINE E: 374.50								
56119 CP 912 TECH 70147 - COOLANT RESERVOIR WAS CRACKING . Tank, Coolant Overflow - Replace .TOP-OFF COOLANT LEVEL . RAN ENG UP TO NORMAL TEMP . COMPLETED								
**********								

EST: 189.95 11DEC17 15:36 SA: 101700

EST: 2,311.52 12DEC17 09:42 SA: 101700

EST: 2,699.59 13DEC17 14:08 SA: 101700

********THE FOLLOWING WORK WAS RECOMMENDED BUT NOT PERFORMED**********

,, DESCRIPTION: FS57 Bushing(s), Control Arm - Lower - Replace
,, REASON DENIED: LAT Customer will have work performed later
,, PERSON CONTACTED: [redacted]
,, COMMENTS:
,, RECOMMENDED BY: 70147 CORONADO DENIAL ADDED BY: 101700 DAVIS
,, LINE ASSOCIATED: ESTIMATE: 1184.23

,, DESCRIPTION: 331A FOUR WHEEL COMPUTERIZED ALIGNMENT

DISCLAIMER OF WARRANTIES - Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser or agent for the purchaser, understand and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability of fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser or agent for the purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.
AUTHORIZATION FOR REPAIRS - I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.
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SALES TAX	
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Signature of Customer or Agent or Person Responsible for Payment

Signature of Customer or Agent or Person Responsible for Payment

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[redacted]
Dallas, TX [redacted]

NORTH TEXAS TX P&DC
DALLAS TX 750
21 MAR 2018 PM 8 L

[redacted]

Forever · USA

Dr. Mark Rosekind, Head
NHTSA
1200 New Jersey Ave, SE
West Building
Washington, DC 20590

20590-