

Jack Danielson, Executive Dir  
NHTSA  
National Highway Traffic Safety Administration  
1200 New Jersey Avenue, SE  
Washington, D.C. 20590

[REDACTED]  
Frederick, Maryland  
Email: [REDACTED]

RE: Premature Engine Failure Mercedes-Benz Engine M278928  
Engine Lock During Operation Safety Hazard

Dear Sir,

Please find enclosed numerous correspondences with the Executive leadership Team of MBUSA. The corporate office has failed to adequately address my concerns and have chosen instead to force me to assume responsibility for all safety concerns and the financial burden of replacing an engine that has been manufactured utilizing defective technology, methods, and procedures. It is my belief that MBUSA knew or should have known that the engine was defective prior to selling their GL550 vehicles to consumers.

***I am requesting that you investigate my claims and represent my interest and those similarly situated owners of certified preowned purchased GL550 vehicles equipped with the M278 engine. Further, I do have hopes that you will encourage a certified member of the Executive leadership Team to communicate with me via signed written responses directly.*** I have enclosed a copy of the vague form letter received regarding this matter for your review. The document is not signed and does not specifically state an itemized invoice to resolve my safety or financial concerns.

It should be noted that this defect is known to MBUSA, but they have elected not to disclose the defect leading to premature failure of the engine to customers who purchased vehicles equipped with this engine. The damage occurs when the car logs slightly more than 60,000 miles and progressively worsens until the vehicle logs in excess of 70,000 miles. There is the potential for the engine to lock at high speeds during operation on the nation's roadways.

The defect presented itself to me in my case when the car's engine started shuddering, losing power on the freeway, such that the car eventually needed to be evaluated by a certified Mercedes Benz Service Facility on multiple occasions before the defect was captured via borescope. The nature of the defect was revealed to me at one facility and additional documentation was required to verify with certainty the extent of the defect. Therefore, the vehicle was towed to a second Mercedes Benz facility to determine the extent of the engine defect. The images were obtained and revealed that all 8 cylinders are scored. The images have been included as part of this document. This type of damage simply does not occur in modern day vehicles absent a defect. The piston is an integral and basic component of an internal combustion engine, whose travel inside the engine's cylinder causes the compression of the combustible fuel and air mixture that propels the vehicle.

*TR*

For more than 60 days, I have sent letters to the MBUSA Executive Team to request an equitable and safety-first solution to this problem that has resulted from the manufacture of a defective Mercedes Benz Engine. Despite numerous requests, the MBUSA Executive Team did not respond; but instead, instructed me to speak with the service dealership who in no way is responsible for the sale of the vehicle. I was told to purchase a new engine to remedy the problem at a cost of approximately \$40,000. **Additionally, at no time prior to the sale of the vehicle or otherwise did MBUSA or its Germantown Dealership who sold the vehicle to me with approximately 34,000 logged miles disclose to me that the engine was prone to premature failure.**

For the reasons set forth in this document and previous correspondences, I do ask that you investigate my claims to ensure that this matter is resolved in a safe and equitable manner for me and all others who have purchased Mercedes Benz vehicles equipped with the M278 engine. I suspect that the proper investigation of my claims will reveal the true nature of the defect and what MBUSA knew about the engine defect. It is hoped that Ethical Leadership will resolve this issue. However, if legal recourse is required, then the end result, I believe will be similar to a ruling imposed by a federal judge in Georgia. He ruled that Mercedes-Benz must face claims it sold model year 2015-2019 C-Class vehicles that suffer from a manufacturing defect that causes them to leak raw fuel within their engine compartment. This is a clear safety hazard.

It is hoped that the Executive Team will initiate a course of action to resolve this matter in lieu of having to Settle an Engine Defect Class Action Lawsuit as was the case on March 23, 2015. In this settlement, Mercedes-Benz USA, LLC ('MBUSA') prospectively had to cover future repairs for the allegedly defective parts at issue for the lesser of 10 years or 125,000 miles, subject to certain conditions and limitations. This extended coverage more than doubled the durational limit of MBUSA's New Vehicle Limited Warranty's term of the lesser of 4 years or 50,000 miles." Mercedes-Benz reimbursed eligible engine defect Class Members for past repair costs that they incurred while attempting to replace the allegedly defective Mercedes-Benz engine. Car repairs that were not performed at an authorized Mercedes-Benz dealer, were reimbursed up to \$4,000 for the engine defect repair and replacement costs.



CC: Ralph B. Kalfayan, Esq., LL.M., 2262 Carmel Valley Road, Suite 200, Del Mar, CA 92014  
Maryland Attorney General, Anthony G. Brown, Saint Paul Plaza, 200 St Paul Pl, Baltimore, MD 21202  
Saul Ewing Arnstein & Lehr LLP 500 E. Pratt Street Suite 900, Baltimore, Maryland 21202  
David J. Federbush, Esq., 4977 Battery Lane, Suite 913, Bethesda, Maryland 20814

Our case reference [REDACTED]

De [REDACTED]

We appreciate the time taken by you to write to this office again, reviewed on 9<sup>th</sup> October 2023. I am extremely sorry that your experience of Mercedes-Benz has still not met your expectations. Please be advised that your current email has also been forwarded to Mercedes-Benz USA, LLC ("MBUSA") where it will be reviewed.

Our colleagues in the United States are in the best position to respond to your email. We are sure that you can appreciate that the Home Office of each country is responsible for handling its own domestic matters. If this is a duplicate correspondence, you will only be notified by MBUSA if there is a change in the determination previously provided to you. As we have advised you that assistance will be directed to you from Mercedes-Benz USA, LLC ("MBUSA"), your further communication in this regard will be attached to file, in this office.

Thank you for contacting us.

Yours sincerely,

Rohini Boyles



**Rohini Boyles**

Customer Service Team to the Board of Management/  
Kundenbetreuungsteam für den Vorstand

fax +49 (0) 69 95 30 74 14

phone +49 (0) 711 2176 8000

mailto: [rohini.boyles@mercedes-benz.com](mailto:rohini.boyles@mercedes-benz.com)

Mercedes-Benz Group AG

Sitz und Registergericht/Domicile and Court of Registry: Stuttgart

HRB-Nr./Commercial Register No. 19360

Vorsitzender des Aufsichtsrats/Chairman of the Supervisory Board: Bernd Pischetsrieder

Vorstand/Board of Management: Ola Källenius (Vorsitzender/Chairman), Jörg Burzer, Renata Jungo Brüngger, Sabine Kohleisen, Markus Schäfer, Britta Seeger, Hubertus Troska, Harald Wilhelm

Mercedes-Benz collects and processes your personal data as necessary for the provision of our services. If you would like to know more about your general privacy rights, we refer you to the privacy statement on the following website: [www.group.mercedes-benz.com](http://www.group.mercedes-benz.com)

Dimitris Psillakis, CEO  
Mercedes-Benz USA  
1 Mercedes-Benz Dr  
Sandy Springs, GA 30328

[REDACTED]  
Frederick, MD  
[REDACTED]

RE: Cylinder No. 5 Misfire Mercedes-Benz Engine 278928  
2015 GL 550 Low Milage

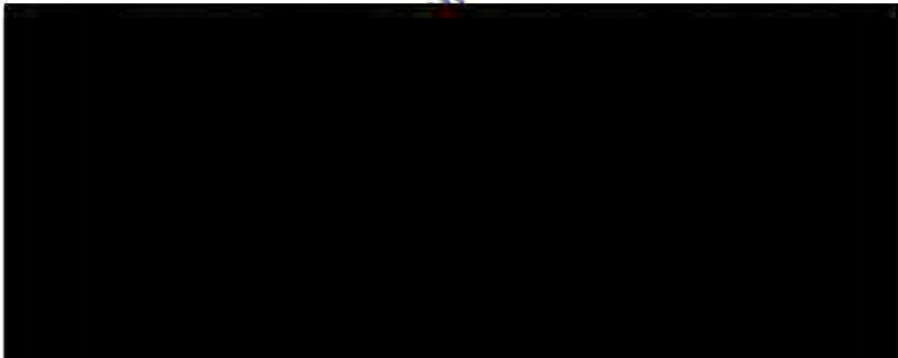
Mr. Psillakis,

As per my letter to you of August 17, 2023, I expressed concerns regarding the lack of Ethical Leadership on the part of MBUSA to address the financial dilemma confronting Mercedes Benz customers who own vehicles with the above referenced defect. Research regarding premature failure of the Mercedes Benz engine suggests that the problem is causally related to the use of silicon to coat the cylinders. This innovation that was employed in earlier 2014 through 2016 models was believed to increase horsepower by reducing friction. The Misfire defect is also causally related to a factory press being employed to push a sleeve in place within the cylinder. As a result, the sleeve was not pushed in place, which causes a leak. The leak resulted in the scoring of the No. 5 cylinder with continued misfire. It is believed that this problem would not exist if the factory did not employ the press.

The nature of the manufacturing defect argues against a remedy that allows MBUSA to provide only labor cost to install a new engine while the customer is forced to purchase a defective engine to resolve the issue. An ethical decision in this case is one that considers the nature of the defect, the responsibility of all involved parties to resolve the issue, and a decision that is cost-effective which addresses the financial burden to the customer. The proposed innovation to coat the engine block cylinders has contributed to the incompatibility of the materials of construction of the piston and cylinder walls. ***The replacement engine or the components used to rebuild the new engine must not utilize this technology.*** Hence, the ethical decision is not to force the customer to buy defective technology. The engine should be remanufactured using proven technology that is known to be substantially more durable. The assembly of this remanufactured engine with proven established technology should provide the customer with an option to either have MBUSA assemble the engine, or the customer may elect to have the engine assembled at the customer's expense. Any engine assembled by MBUSA will be priced at a premium and carry a 125,000-mile warranty. Should the customer elect to rebuild the engine utilizing parts manufactured by MBUSA, then the parts within the kits are to be under warranty only. ***In both instances, MBUSA should be responsible for the removal and installation of the engine as per the customer purchase option.***

Certainly, there are other options to consider in resolving this issue. Some would consider honing the silicone cylinders, but then others do suggest utilizing sleeves to correct the problem. Both options are less reliable than the above referenced options. However, the most cost-effective option allows MBUSA to take the lead by manufacturing the components required to assemble a viable and durable engine utilizing proven existing technology. Some customers may choose to purchase an engine that is assembled by MBUSA, but other customers may choose to contract with certified specialist who can assemble the engine using reliable components at a fraction of the cost. The latter approach is perhaps more attractive to MBUSA for obvious reasons.

I have reached out to you on several occasions via certified mail in hopes that you will render an ethical decision to resolve this issue which is the result of a manufacturing defect. This is a well-known problem that has been well documented by various sources. Many loyal MBUSA customers owe in excess of \$30,000 on their vehicle and should not be forced to pay an additional \$40,000 in order to drive the vehicle. The cost of repairing the vehicle should be a shared financial burden between involved parties. MBUSA is responsible for manufacturing the defective engine. ***The dealer who sold the defective engine is an agent of MBUSA and should not be allowed to profit at the expense of an unsuspecting customer.*** Likewise, the customer should have minimal financial liability to repair the vehicle relative to the expected life expectancy of the vehicle if the vehicle is maintained by a certified Mercedes Benz service facility. Therefore, MBUSA should assume 50 % of the financial burden, the dealership that sold the vehicle should assume 40% of the financial burden because they made misrepresentations about the reliability of the vehicles, and the customer should assume 10% of the financial burden. I have sought the professional advice of many professionals regarding this matter. Pending your response, I will continue to explore viable options with other individuals in order to reach an equitable and ethical decision.



Darius  
Executive Referral Manager  
Mercedes-Benz USA, LLC  
(800) 367-6372 (ext. 4634)

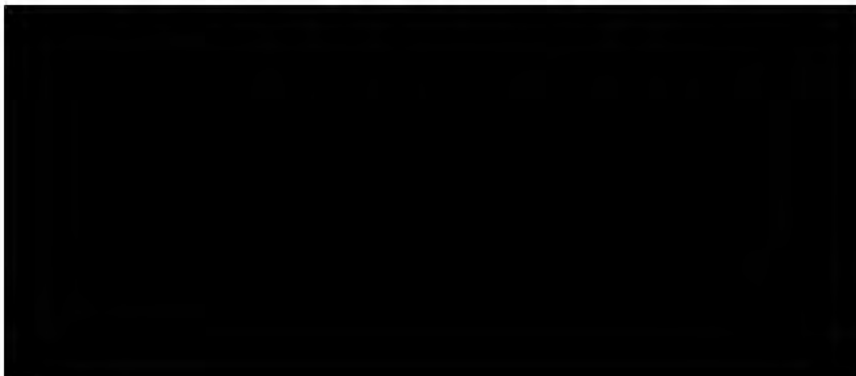
RE: Mercedes-Benz USA Follow-up To Your Contact Oct 4, 2023

Mercedes-Benz USA, LLC,

The following information has been enclosed in the absence of your willingness to provide the requested information. The service advisor suggested that the cost to me is \$34,596.00. You state that my charge to resolve this issue is 80% of the total costs. Therefore, the total cost to replace the defective engine is \$43,245. Hence you have made a commitment to pay \$8,649.00 in the form of Goodwill to replace the defective engine that your dealership in Germantown Maryland sold to me.

It is my desire to employ a reputable dealership in Maryland to replace the engine. I would like to have the work done at a Mercedes Benz dealership chosen by me. Please confirm the payment amount of \$8,649.00 to be disbursed toward the engine replacement. I will provide the name of the dealership in Maryland that the check is to be made payable to. Once the Mercedes Dealership acknowledges receipt of payment, I will then move forward to pay the balance amount within 30 days pending my ability to obtain financing.

This has been a most exhausting and humiliating gross financial injustice to a life-long Mercedes Benz customer that has exhausted extreme meticulous care and monetary resources to care for their vehicle. I am disgusted with this process and the lack of consideration afforded to me.



CUSTOMER #

PRE-WORKORDER



Mercedes-Benz of

Page 1 of 1

Mercedes-Benz

FREDERICK MD

HOME:

CONT:

SERVICE ADVISOR:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
BLK, 201	2015	MERCEDES GL550W4				
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
09/19/2015	02/04/201					
R.O. OPENED	READY	OPTIONS: ENG:4.7_Liter_Twin_Turbo				
06/30/2023						
						INV. DATE
						07/28/2023

LINE	OP CODE	DESCRIPTION	DURATION	ESTIMATE
A	RM00	OWNER STATES GETTING A VIBRATION WHEN DRIVING AT HIGHWAY SPEED		0.00
B	RM00	OWNER STATES THE CAR SPUTTERS WHEN ACCELERATING, ALSO SOMETIMES WILL NOT SHIFT OUT OF SECOND GEAR. THERE IS NO ENGINE LIGHT		0.00

ADDITIONAL SERVICE RECOMMENDATIONS

C		Complete engine		32659.61
D		Diag		170.00



Mercedes-Benz



Subtotal 32829.61

Shop Charges 40.00

Printed On 07/28/2023 1:40 PM

Sales Tax 1727.38

Estimate Expires on 08/27/2023

Total 34596.99

a hereby certifies of the following facts:  
Customer  
May request written estimate for repairs which cost in excess of \$20, and may not be changed any amount ten percent in excess of the written estimate without the customer's consent.  
The customer is entitled to the return of any replaced parts except when parts are required to be returned to the manufacturer under a warranty agreement, and the customer retains original authorization by the customer; may not be changed to the customer within 1 the customer's consent.

Manufacturer Special Policy Adjustment program  
Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (NHTSA) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or NHTSA. In addition, certain consumer publications or organizations publish this information, which may be available for a fee or for free.

PRELIMINARY ESTIMATE \$ 34596.99

AUTHORIZED BY X

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

Maryland House Bill 1057  
THAT WHILE THE CUSTOMER'S MOTOR VEHICLE IS ON THE PREMISES OF THE AUTOMOTIVE REPAIR FACILITY, THE AUTOMOTIVE REPAIR FACILITY MAY NOT BE RESPONSIBLE FOR DAMAGE TO THE CUSTOMER'S MOTOR VEHICLE UNDER CERTAIN CIRCUMSTANCES, AND THAT THE CUSTOMER SHOULD ASK A REPRESENTATIVE OF THE AUTOMOTIVE REPAIR FACILITY ABOUT THE EXTENT OF ITS RESPONSIBILITY, INCLUDING THE EXTENT OF THE INSURANCE COVERAGE OF THE AUTOMOTIVE REPAIR FACILITY.

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES.

X

CUSTOMER SIGNATURE

**LIMITED WARRANTY:** The only warranties applying to the part(s) installed in accordance with this estimated and repair order are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate and/or repair order. Parts and labor are guaranteed for 90 days or 4000 miles, whichever comes first. Seller does not guarantee that the work performed in accordance with this estimate and/or repair order will correct any problem specified on the description of the complaint.

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE

I hereby authorize the repair work hereinafter 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 delay caused by unavailability of parts or delays in parts shipments from 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 below vehicle to secure the amount of repairs thereto.

Frederick, MD

Jack Danielson, Exec Dir  
NHTSA  
National Hwy Traffic Safety Admin  
1200 New Jersey Ave, SE  
Washington, D.C. 20590