



OST Government Affairs <ostgovaffairs@dot.gov>

Congressional/ [REDACTED]

1 message

Hankerson, Derek <Derek.Hankerson@mail.house.gov>
To: OST Government Affairs <ostgovaffairs@dot.gov>

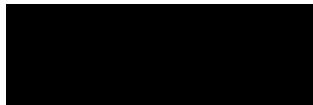
Sun, May 31, 2026 at 10:46 AM

Congressional:

Will you please review the attached, find a resolution , and provide me with a response. And, or point me in the right direction.

Thanks and have a great day

Derek Boyd Hankerson
Congressional Staff
Office of U.S. Congressman Brian J. Mast
Chairman, House Foreign Affairs Committee
Office: (772) 446-8855
Cell: (202) 313-8117

2 attachments **Mercedes ESTIMATE Foster.pdf**
383K



Office of Representative Brian Mast

Digital Privacy Release Form

Complete the form below to request help with a Federal Agency. When complete, click Submit to send to our office for assistance.

Fields marked with * are required

Please Provide Applicable Identifying Information

Agency Involved

Florida attorney general

Prefix

First Name

MI Last Name

Foster

DOB

Email Address

Phone Number

Address Line 1

Address Line 2

City

State

Zip Code

Port Saint Lucie

FL

Agency Case Number

Mortgage Loan Number Rank

Military Rank

N/A

N/A

N/A

Have you contacted any other elected official regarding this case?

No

If Yes, Officials Name?

Please explain the problem and the resolution/outcome you are seeking:

Formal Notice of Warranty Dispute & Violation of Federal Consumer Protection Law Date: May 26, 2026 To: Mercedes Benz Management From: [REDACTED] Vehicle: 2021 Mercedes-Benz GLE 450 VIN: [REDACTED] Current Mileage: 73,000 miles Reference: Unlawful Warranty Denial for Transmission Replacement To the General Manager and Service Manager: This letter serves as formal notice that I am contesting the denial of my powertrain warranty coverage regarding the required replacement of my vehicle's transmission. Your service department has informed me that Mercedes-Benz refuses to honor the factory warranty due to a missing maintenance receipt for a 60,000-mile transmission fluid service. Your service department's blanket denial constitutes a direct violation of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 et seq.), a federal statute regulating consumer warranties. 1. Violations of the Magnuson-Moss Warranty Act Under federal law, a warrantor cannot simply invalidate a warranty or deny a claim because a consumer lacks a maintenance receipt or had servicing performed outside of the dealership network. • The Burden of Proof: The burden of proof rests entirely on Mercedes-Benz, not the consumer. • The Requirement of Causation: To legally deny this claim, your service department must provide definitive, scientific, and mechanical proof that a lack of fluid replacement at 60,000 miles directly caused the catastrophic mechanical failure of the valves and internal components at 73,000 miles. 2. Evidence of an Existing Manufacturing Defect (NHTSA Campaign 24V118000) My vehicle was brought into your facility exhibiting distinct lagging throttle, vehicle hesitation, and shifting malfunctions upon take-off. Your technicians subsequently noted that the transmission valves failed to open, the fluid was dirty, and substantial metal particles were present in the oil pan. These exact performance symptoms and mechanical consequences perfectly align with NHTSA Safety Recall Campaign 24V118000 (issued for the 2020–2023 GLE 450), which outlines a severe manufacturing defect within the Transmission Control Unit (TCU) software. According to federal recall documentation, this defect prevents the 9-speed transmission from completing downshifts properly under normal driving conditions. The violent mechanical stress of improper, electronic, or software-driven gear synchronization places extreme, unintended physical loads on internal clutches and bearings. This internal tearing of structural components is what shears metal particles into the fluid and destroys the valve body—not a standard fluid lifecycle variance of 13,000 miles. Your service department is mischaracterizing the physical symptoms of a known factory software and mechanical defect as owner neglect. 3. Required Action I request that this warranty claim be immediately escalated to the Mercedes-Benz Regional Service Market Manager for review. I require a formal response from dealership management within three (3) business days containing one of the following: 1. Written confirmation that Mercedes-Benz will honor the warranty and cover the replacement cost of the transmission. 2. A formal, signed technical report from a certified Master Technician detailing the precise scientific engineering proof demonstrating how a missing fluid service at 60,000 miles caused an electronic valve body failure and component shearing at 73,000 miles, independent of the known TCU software defects under Recall 24V118000. If this matter is not resolved equitably, I am prepared to escalate this case by filing formal complaints with the Federal Trade Commission (FTC) and the National Highway Traffic Safety Administration (NHTSA) for warranty protection violations, and pursue further legal remedies under state consumer protection laws. Thank you for your prompt attention to this matter. Sincerely, [REDACTED]

Constituent Authorization

To be able to assist you, we must have a signed privacy release form that clearly outlines your problem and the remedy you are seeking. By checking the box below you are giving our office permission to look into the matter on your behalf. Please make sure to attach below any relevant identifying information and supporting documents which relate to your inquiry.

☒ I hereby request the assistance of the Office of Representative Brian Mast to resolve the matter described below. I authorize the Office of Representative Brian Mast to receive any information that they might need to provide this assistance. The information I have provided to the Office of Representative Brian Mast is true and accurate to the best of my knowledge and belief. The assistance I have requested from the Office of Representative Brian Mast is in no way an attempt to evade or violate any federal, state, or local law.

Date/Time

5/28/2026 12:28:14 PM

* Signature

[REDACTED]





Mercedes-Benz of Ft. Pierce

4500 S US Hwy 1 Fort Pierce FL US 34982-7002
<https://www.mercedesbenzofftpierce.com/>
+1(772) 577 - 2694

Estimate
\$0.00

RO# : [REDACTED] Tag# : [REDACTED]

Check in: Fri May 22, 2026 | 12:16 PM
Promise Time: Fri May 22, 2026 | 2:00 PM

Billing-Customer
Same as Customer

Pickup-Customer
Same as Customer

Vehicle
2021 Mercedes-Benz
GLE450-OTHER

Service Advisor
Patrick Ford
214306

Customer
[REDACTED]
[REDACTED]
[REDACTED] m
192 SINCLAIR RD
SINCLAIR, ME [REDACTED]

75,368 Mi In
In Service Date:
04/15/2025

A.	DI1	Multi Point Inspection	Customer Pay	\$0.00
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Job added by Patrick Ford on Fri May 22, 2026 | 12:12 PM

1. Multi Point Inspection

Op.1 DI1 -Multi Point Inspection \$0.00

Labor: \$0.00
Tax Code: SALES_TAX

Technician	Certification Number
Xavier Hufstedler - 3113451	-

1. Completed Multipoint Inspection

Total Labor	Total Parts
\$0.00	\$0.00

B.	AT001	Customer States: Hard up shift	Customer Pay	\$0.00
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Job added by Patrick Ford on Fri May 22, 2026 | 12:14 PM

Op.1 AT001 -Miscellaneous Automatic Transmission Repair \$0.00

Labor: \$0.00
Tax Code: SALES_TAX

Technician	Certification Number
Xavier Hufstedler - 3113451	-

Parts \$0.00

PART REQUEST 1 - Tax Code: SALES_TAX - \$0.00





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Same as Customer

Customer
[REDACTED]
[REDACTED]
[REDACTED]

Vehicle
2021 Mercedes-Benz
GLE450-OTHER
[REDACTED]

Service Advisor
Patrick Ford
214306

Total Labor
\$0.00

Total Parts
\$0.00

C. BE001	Customer States: Check nav update	Customer Pay	\$0.00
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Job added by Patrick Ford on Fri May 22, 2026 | 12:14 PM

Op.1 BE001 -Miscellaneous Body Electrical Repair \$0.00
Labor: \$0.00
Tax Code: SALES_TAX

Technician	Certification Number
Xavier Hufstedler 3113451	

Parts \$0.00
PART REQUEST 1 Tax Code: SALES TAX \$0.00

Total Labor
\$0.00

Total Parts
\$0.00

RO External Notes: Vehicle: 2021 Mercedes Benz GLE450; Service Type: throttle sensor mapping

Additional Fees	Sale Amount
SS Shop Supplies	\$0.00





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Same as Customer

Customer



Vehicle

2021 Mercedes-Benz
GLE450-OTHER



Service Advisor

Patrick Ford
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	Labor	\$0.00
	Parts	\$0.00
	Sublet	\$0.00
	Sublet Labor	\$0.00
	Sublet Parts	\$0.00
	Fees	\$0.00
	Discounts	\$0.00
	Tax Sales Tax	\$0.00
	Tax County Tax	\$0.00
	Estimate Total	\$0.00



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Billing-Customer

Same as Customer

Customer



Vehicle

2021 Mercedes-Benz
GLE450-OTHER



Service Advisor

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214306



PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express mechanics lien is hereby acknowledged on the vehicle to secure the cost of labor, materials, and other authorized charges.

CHARGES FOR DIAGNOSTIC / PARTIALLY COMPLETED WORK: If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. Such charges will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

STORAGE CHARGES: I understand that a storage charge equal to \$45 will be assessed and shall accrue daily if I fail to pick up the vehicle within 10 working days from the date I am notified that the repairs are complete or after the communication of an estimate if I fail to authorize repairs.

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSESIDE OF THIS REPAIR ORDER FOR THE DEALERSHIP'S LIMITED WARRANTY.

I understand that the Dealership is not responsible for any delays caused by unavailability of parts or shipping by the parts manufacturer, distributor, or the transporter, nor is it responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control.

I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purposes of testing and/or inspecting the vehicle. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

ESTIMATE: OUR DEALERSHIP WILL PROVIDE YOU WITH AN ESTIMATE OF THE COST OF REPAIRS OR SERVICES UPON REQUEST. PLEASE INITIAL BESIDE THE KIND OF ESTIMATE YOU WANT TO RECEIVE AND INDICATE THE BEST WAY YOU CAN BE REACHED.

SHOP SUPPLY COSTS: A charge equal to 10% of the total cost of parts and labor, not to exceed \$50.00 will be added to the Repair Order for shop supplies used in connection with the repair.

PARTS: All parts installed are new unless otherwise indicated. Upon request, replaced parts will be made available for inspection and/or returned to you unless subject to a manufacturer's or distributor's warranty, core charge, or otherwise specified.

Customer Signature

Date Fri May 22, 2026 | 12:16 PM





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Customer
[REDACTED]
[REDACTED]
[REDACTED]

Vehicle
2021 Mercedes-Benz
GLE450-OTHER
[REDACTED]

Service Advisor
Patrick Ford
214306

Tax Breakdown

Tax Code	Tax Rate	Taxable Amount	Tax Amount
SALES_TAX			
COUNTY TAX	1 %	\$0.00	\$0.00
SALES TAX	6 %	\$0.00	\$0.00



LIMITED WARRANTY ON INSTALLED PARTS AND SERVICE

WHO IS COVERED: Our Dealership, whose name and address are identified on the front side of this Repair Order/Invoice, offers this Limited Warranty to you, the Customer listed on the front of this Repair Order/Invoice, and it cannot be transferred to any other person. Only you, and any person who is entitled under applicable state law, may enforce the obligations under this Limited Warranty. To be eligible for coverage under this Limited Warranty, your vehicle must be used primarily for personal, family and household purposes.

WHAT IS COVERED: During the applicable warranty period, Dealer warrants that if any part or labor fails in normal service within the stated period, it will provide a replacement part or repair any Dealer installed part or accessory that is defective in material or workmanship. This limited warranty only applies to new original equipment manufacturer parts and repair performed by Dealer and is subject to certain limitations set forth below. In addition, to be eligible for this Limited Warranty, your vehicle must be used for personal, family and household purposes. Any vehicle purchased/leased and/or used for purposes such as towing, ride share or limousine service, delivery, hire on or off road competition, or engaging in a contest of speed or endurance of any type, is not eligible for this Limited Warranty.

WHAT IS COVERED FOR 12,000 MILES/12 MONTHS: As to the following parts, this limited warranty is good for 12,000 miles or 12 months, whichever occurs first: A/C clutches, A/C compressors (must be purchased with receiver drier or accumulator for warranty), alternators, blower motors, brake calipers, brake drums & rotors, brake master cylinders, brake power boosters, brake wheel cylinders, carburetors, chassis parts, clutch master cylinders, clutch slave cylinders, CV joints, distributors, electric fans, engines, engine oil coolers, evaporator cores, internal engine parts, front wheel drive axles, fuel pumps, fuel injectors, heater control valves, heater cores, lift supports, mufflers, power steering gear boxes, power steering pumps, rack & pinions, radiator fan motors, radiators, shocks, smog pumps, spindle hub bearings, spark plug wires, starters, strut bearing plates, thermal fan clutches, transmission oil coolers, universal joints, water pumps, wiper motors.

WHAT IS COVERED FOR NINETY DAYS: All other parts and accessories (except for batteries and tires) and other repairs are covered for 90 days.

BATTERY LIMITED WARRANTY: Dealer authorized replacement batteries are warranted from the date of purchase or installation on a prorated basis. Please look at the statement on your battery for the applicable warranty coverage. The prorated amount equal to the remaining warranty months, depending on your battery, will be credited toward the cost of a complete replacement battery excluding taxes and installation.

TIRE LIMITED WARRANTY: Tires are sold and installed AS-IS by Dealer. They are warranted independently by the tire manufacturer. Dealer hereby disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for a particular purpose. See manufacturer's statement for details.

WHAT IS NOT COVERED: Damage to a Dealer installed part or accessory caused by a non Dealer or installed part or component is not covered. Labor for removal from a vehicle and reinstallation of a part or accessory sold "over the counter" is not covered. Labor, parts and other costs (such as all lubricants) connected with recommended maintenance service are not covered. Service adjustments, such as calibration or alignments, are not covered. Failures or damages resulting from normal wear and tear, improper installation, repair, misuse, negligence, accidents, or modification of the part or the accessory by customer are not covered. This Limited Warranty only applies to repair work paid for by customer and does not apply to installed parts and service performed under any manufacturer or other service warranty. This limited warranty is void upon transfer of ownership of the vehicle. Incidental or consequential damages (other than for personal injury) resulting from breach of this written warranty or any implied warranty (such as telephone calls, loss of time, inconvenience or commercial loss) are not covered. Any implied warranties, including those of merchantability or fitness for a particular purpose, are limited in duration to the applicable duration of this warranty. This is the only express warranty authorized by Dealer. The performance of repairs or the replacement of the part are the exclusive remedies under this warranty or any implied warranty. Dealer does not authorize any person to create for it any other obligation or liability in connection with Dealer installed parts or accessories.

STATE SPECIFIC RIGHTS: This warranty gives you specific legal rights and you may also have other rights which vary from state to state. Some states do not allow limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you.

OWNER'S RESPONSIBILITIES: To obtain coverage pursuant to this limited warranty you must notify Dealer at the number listed on the front of this Repair Invoice of any failure, malfunction or defect of covered item(s) during the warranty period. You must then return the part or accessory, or vehicle to any authorized Dealer location and authorize in writing all repair work to be performed under this limited warranty. Because warranty coverage periods are calculated on a time or mileage basis from the date of purchase or installation, it is recommended that you retain proof of the purchase or installation date and vehicle mileage at the time of purchase or installation.

OUR RESPONSIBILITIES If a part fails or malfunctions within the warranty period due to our workmanship in connection with a covered repair, we will repair or replace the affected part(s) and perform the necessary labor to remedy the failure upon your written authorization and subject to the terms of this Limited Warranty.

OTHER LIMITATIONS AND EXCLUSIONS: Our Dealership reserves the right to inspect the vehicle and any parts removed from or installed in the vehicle both prior to and after a repair is performed pursuant to a claim made under this Limited Warranty. THE ONLY WARRANTY ON PARTS AND PRODUCTS SOLD IN CONJUNCTION WITH REPAIRS PERFORMED BY OUR DEALERSHIP ARE THOSE OF THE MANUFACTURER OR SUPPLIER OF SAID PARTS OR PRODUCTS. EXCEPT FOR THE LIMITED WARRANTY ON THE WORKMANSHIP OF OUR LABOR AS PROVIDED HEREIN, OUR DEALERSHIP EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND 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 ANY PARTS OR PRODUCTS OR THIS REPAIR. YOU ARE NOT ENTITLED TO RECOVER FROM OUR DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CASH REFUND POLICY.

- Cash Transaction = Same day return, refund full amount in cash.

- Cash Transaction = If not same day, check will be issued.

Debit Card Transaction Same day cash refund up to \$50. Debit Card Transaction If \$50, or not same day, check will be issued.

- Customer Signature Required on Credit Memo of all Refunds.

FOR MORE INFORMATION: For more information, please contact the service manager. To our valued customers: due to the older age of higher mileage vehicles we must inform you that only the work listed on this invoice and approved by you is guaranteed. Quite often older vehicles and higher mileage vehicles will develop

OST-I-260601-003 Other mechanical repairs may be made on an unrelated repair is made.