

[REDACTED]

[REDACTED]

[REDACTED]

March 18th, 2016

Mercedes-Benz USA, LLC,  
Customer Assistance Center,  
One Mercedes Drive,  
Montvale, NJ 07645-0350.

Dear Recipient:

The purpose of this letter is to inform you about the ongoing issues with my 2015 C300W [REDACTED] and to request a replacement.

[REDACTED]

[REDACTED] We still enjoy our other Mercedes Benz - 2014 CLA-250 without any mechanical problems.

Clearly you can begin to see the disappointing nature of this letter. As I write to you, my vehicle is at Mercedes Benz [REDACTED] waiting to have a new motor installed because the original motor failed due to a quality defect. The vehicle was towed by MB roadside assistance on February 12th, 2016, as of this letter, I have not been given an estimate date when the car will be road ready.

I am requesting "replacement". [REDACTED]

[REDACTED] I paid a premium price to have a premium product exactly how I wanted it and it turn out defective, this is out of no fault on my part [REDACTED]

[REDACTED]

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Please execute due diligence, investigate the matter as stated in this formal communication as described in the warranty documentation;

“Under California law you may be entitled to a replacement of your vehicle or a refund of the purchase price or lease price, if Mercedes-Benz USA, LLC and/or its authorized repair or service facilities fail to fix one or more substantial defects or malfunctions in the vehicle that are covered by its express warranty after a reasonable number of repair attempts. During the period of 18 months from original delivery of the vehicle or the accumulation of 18 000 miles on the odometer of the vehicle, whichever first occurs, a reasonable number of repair attempts is presumed for a retail buyer or lessee if one or more of the following occurs:

“(1) \* the same substantial defect or malfunction results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, that defect or malfunction has been subject to repair two or more times, and you have directly notified Mercedes-Benz USA, LLC in writing of the need for its repair, “

***Twice the vehicle traveling at 55 mph during morning commute experienced a sudden loss of power, both times coming close to causing an accident that could have been fatal. The car stayed in “limp mode” and was towed to an approved MB Dealer facility. 1st occurrence “MB of [REDACTED]”, 2nd occurrence “MB [REDACTED]”. I have three children that travel in the car with me, I found comfort in the fact that we had a “safe Mercedes-Benz”. I want that feeling again.***

“(2) the same substantial defect or malfunction of a less serious nature than category (1) has been subject to repair four or more times and you have directly notified us in writing of the need for its repair

or”

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“(3) \* the vehicle is out of service by reason of repair of the same or different substantial defects or malfunctions for a cumulative total of more than 30 calendar days.”

**40+ days and counting without my vehicle.**

“Written direct notification should be sent to us, not an authorized Mercedes-Benz Center, at Mercedes-Benz USA, LLC, Customer Assistance Center, One Mercedes Drive, Montvale, NJ 07645-0350.”

***Please consider this certified correspondence your written notification.***

Please contact MB of San Jose and begin to process my request. I am also available at the number below.

(\*) I have fulfilled the interpreted criteria set by MBUSA official documentation.

I look forward to your response. I am prepared to do the necessary action and/or procedures.

Sincerely,

[Redacted signature block]