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ATTORNEYS





May 15, 2015

Case Manager
CAC Operations
MERCEDES BENZ USA, LLC
One Mercedes Drive
Montvale, NJ 07645-0350

SENT VIA EMAIL (MBUSA CAC@mbusa.com) ONLY + SNAIL MAI

Re:

OF No.

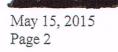


Mr.

This letter is to inform you that our firm has been retained by the purchased his ML350 new from an authorized Mercedes-Benz ML350 Bluetec. Specifically, my client purchased his ML350 new from an authorized Mercedes-Benz dealership: Montana on Montana o

This is hardly the quality my client expected when he purchased his brand new ML350. My client purchased his ML350 desiring a safe and reliable vehicle for his growing family. He expected this purchase to be the first of many as he fully intended on becoming a lifetime Mercedes-Benz customer. While his faith in this particular ML350 is diminished and his trust in Mercedes-Benz is diminished, I have been authorized to reach out to you in an attempt to informally resolve this issue so that my client's faith in Mercedes-Benz can be restored.

As such, the contents of this letter are intended to be an and a furnished should this matter proceed to litigation.



You will note from the attached records that my client began to have issues with his ML350 at just 20,000 miles when he reported that the vehicle "stutters when first accelerating." Then, at 30,367 miles, my client's battery died – this was less than two years after purchasing the ML350. At 40,264 my client reported that his ML350 felt like it lunges when shifting from first to second gear. Further, the software was updated because "Xentry" had issues with freezing. Again at 49,980 miles, my client had additional issues with his battery – not yet three years since he purchased their ML350. At 59,250, my client had issues with the glow plugs and a faulty glow plug module.

At 67,418 miles, and after noticing leaking oil in the parking areas of my client's car, my client had to have the engine cooler seals replaced and had to pay one-third of the cost. As you will also note, although service records indicate 10 units of oil in prior services, the authorized Mercedes-Benz Center only filled it with 9 units after replacing the oil coolant seal. Then at 76,094 miles, the ML350 had yet another issue, this time with the Adblue tank heating element. Although this record reflects that the ML350 was "7,000 miles past due" for a service, this is inaccurate as the records very clearly show that the authorized Mercedes-Benz Center replaced the oil when it replaced the engine oil cooler seal. Less than one month after the Adblue tank heating element was replaced, issues developed with the Adblue pump. Furthermore, throughout his ownership of the ML350, my client relied on the authorized Mercedes-Benz Center to perform any and all scheduled maintenance. Please also note from service records that my client's ML350 was serviced by the Center more than once during each year of ownership, and within each 10,000 mile maintenance schedule interval.

The official Mercedes-Benz Maintenance Booklet states: "An extensive and well-equipped network of authorized Mercedes-Benz Centers is at your disposal for service work. Your authorized Mercedes-Benz Center can ensure that your vehicle is professionally and thoroughly serviced and repaired." The Maintenance Booklet further states: "Your authorized Mercedes-Benz Center will certify in this booklet the maintenance services on your vehicle which it has performed." However, nowhere in my client's Maintenance Booklet did the authorized Mercedes-Benz Center certify that any maintenance was performed.

Curiously, after all of the major and disconcerting repairs to the vehicle, and just over 10,000 miles and one year after the engine oil cooler seals were replaced and the Adblue system had heating issues, the ML350's engine seized, without warning lights. The official Mercedes-Benz M-Class Operator's Manual dedicates at pages 273-297 to sensor warnings issues. What's even more disturbing that the ML350 did not warn my client of a leaking and/or oil issue is that the official Mercedes-Benz M-Class Operator's Manual states: "Engine oil level warnings should not be ignored." Yet, no warning was displayed. Rather, after the ML350 had stopped running and could not be restarted it presented the message "Drive directly to servicer without changing gears." My client had his ML350 towed directly to the local authorized Mercedes-Benz Center on April 26th where it has been since.

After numerous time-consuming attempts to resolve this issue himself, Mercedes Benz USA declined to offer any assistance on the basis that the vehicle was not serviced for 16,369 miles. This denial is insufficient and based upon erroneous facts. First, my client has regularly maintained his vehicle with an authorized Mercedes-Benz Center at the regular 10,000 mile intervals as the official Mercedes-Benz Maintenance Booklet requires. This is evidenced by the attached records, which clearly demonstrate that my client had his ML350 serviced at the authorized Center at the following intervals: 10,211; 19,603; 30,070; 40,264; 50,875; 59,081; 67,418; and 76,094 miles respectively. Further, as demonstrated above, the authorized Mercedes-Benz Center changed the oil when the engine oil cooler seals were replaced at 67,418 miles.

The facts clearly demonstrate that this vehicle has had extensive issues from day one. This type of vehicle is commonly referred to as a lemon. Montana has codified its "lemon" laws under the Montana's Consumer Protection Act. This Act permits a judge to award treble damages and attorney fees. Certainly it is in both parties' best interests to resolve this matter informally. My client, although currently disenchanted with the brand, is still interested in being a life-long Mercedes-Benz customers. As such, he has authorized me to extend the following offer:

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Please consider the facts of this particular case carefully and realize that my client only wants what is right – a credit for his currently-useless ML350 so he can purchase another Mercedes-Benz. My client is still eager to continue his life-long relationship with Mercedes-Benz, but it will require a demonstration that Mercedes-Benz stands behind its vehicles. A credit for a good and loyal customer is certainly in the best interests of all involved. Please also note that in 2014 Mary M. in customer service already provided my client with a credit toward a future purchase due to all of the issues he was experiencing with his ML350.

To ease my client's burden with this extreme inconvenience and expenses, please respond to me via email no later than Friday, May 22, 2015. Please note that unless this matter can be amicably and timely resolved, my client will continue to incur attorneys fees and costs, which we will seek as damages.

Very truly yours,

MILODRAGOVICH, DALE & STEINBRENNER, P.C.

