

EA08-006

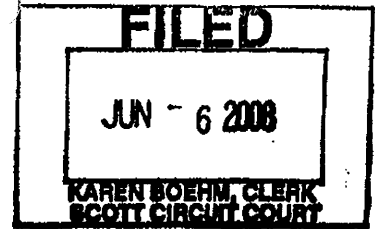
CHRYSLER

2-12-2009

Enclosure 2

Legal Summaries & Backup
Data

COMMONWEALTH OF KENTUCKY
SCOTT CIRCUIT COURT
CIVIL DIVISION 2
NO. 08-CI-459



**RICHARD DOWNS and
SHELIA DOWNS,**

Plaintiffs

vs.

COMPLAINT

CHRYSLER LLC,

Defendant

Serve: Chrysler LLC
C/T Corp. System
KY. Home Life Bldg.
Room 1102
Louisville, KY 40202

* * * * *

NOW COME Plaintiffs, RICHARD DOWNS AND SHELIA DOWNS, by and through their attorneys, KROHN & MOSS, LTD., and for their Complaint against Defendant, CHRYSLER LLC, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, RICHARD DOWNS AND SHELIA DOWNS ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Kentucky, County of Scott.

2. Defendant, CHRYSLER LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Kentucky, County of Scott, and is engaged in the manufacture, sale, and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the

public at large through a system of authorized dealerships, including FREEDOM LEXINGTON (“Seller”). Manufacturer does business in all counties of the State of Kentucky including Scott County.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to KRS §454.210(2), and the matter in controversy exceeds, exclusive of interests and costs, the minimum jurisdictional requirements for this Court.

4. Venue is proper in Scott Circuit Court, pursuant to KRS §454.210(4) because the cause of action or some part thereof arose in Scott County, Kentucky.

BACKGROUND

5. On or about October 17, 2007, Plaintiffs purchased from Seller a 2007 Chrysler Pacifica (“Pacifica”), manufactured by Manufacturer, Vehicle Identification No. 2A8GF48XX7R366207, for valuable consideration (See copy of purchase documents, attached hereto as Exhibit “A”).

6. The purchase price of the Pacifica, including registration charges, document fees and sales tax, and including collateral charges, such as bank and finance charges, totaled approximately \$66,145.92.

7. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Pacifica cannot and/or was unable to be utilized for personal, family and household use as intended by Plaintiffs at the time of acquisition.

8. In consideration for the purchase of the Pacifica, Manufacturer issued and supplied to Plaintiffs its written warranty which included three (3) year or thirty-six thousand

(36,000) mile bumper to bumper coverage, as well as other warranties fully outlined in the Manufacturer's New Car Warranty booklet (See copy of warranty booklet, attached hereto as Exhibit "B").

9. On or about October 17, 2007, Plaintiffs took possession of the Pacifica and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Pacifica.

10. The defects described below violate Manufacturer's Warranty issued to Plaintiffs, as well as the implied warranty of merchantability.

11. Plaintiffs delivered the Pacifica to Manufacturer, through its authorized dealership network on numerous occasions.

12. Plaintiffs aver that the Pacifica has been subject to repair on at least five (5) occasions for many and/or all of the same defects, and that the defects remain uncorrected.

13. Plaintiffs brought the Pacifica to Seller and/or an authorized service dealer of Manufacturer for the following defects:

- a. Defective engine as evidenced by an oil leak, burning smell and smoking;
- b. Defective electrical system as evidenced by an inoperable horn and an inoperable radio;
- c. Defective HVAC as evidenced by an inoperable fan;
- d. Defective windows;
- e. Defective steering and/or suspension as evidenced by a vibration;
- f. Defective transmission as evidenced by jerking; and
- g. Any additional complaints made by Plaintiffs, whether or not contained on any authorized dealer repair orders.

14. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Pacifica.

15. After a reasonable number of attempts to cure the defects in Plaintiffs' Pacifica, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty.

16. Plaintiffs justifiably lost confidence in the Pacifica's safety and reliability, and said defects have substantially impaired the value of the Pacifica to Plaintiffs.

17. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Pacifica.

18. As a result of these defects, Plaintiffs revoked their acceptance of the Pacifica in writing.

19. At the time of revocation, the Pacifica was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

20. Defendant refused Plaintiffs' demand for revocation and refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

21. The Pacifica remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects that substantially impair its use, value and/or safety.

22. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its express warranty and its failure to provide Plaintiffs with a merchantable Pacifica.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

23. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

24. Plaintiffs are purchasers of a consumer product who received the Pacifica during the duration of a written warranty period applicable to the Pacifica and whom are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

25. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

26. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

27. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Pacifica was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

28. Plaintiffs' purchase of the Pacifica was accompanied by a written factory warranty for any nonconformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Pacifica to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the Pacifica in the event that the Pacifica failed to meet the specifications set forth in Manufacturer's warranty.

29. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the Pacifica to Plaintiffs.

30. Said purchase of Plaintiffs' Pacifica was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

31. Plaintiffs have met all of their obligations and preconditions as provided in the written warranties.

32. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

33. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

34. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-22 of this Complaint.

35. The Pacifica purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from the Manufacturer to the intended consumer, Plaintiffs herein.

36. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

37. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

38. Pursuant to 15 U.S.C. §2308, Plaintiffs' Pacifica was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Pacifica was intended.

39. The Pacifica was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the Pacifica contained in the contracts and labels.

40. The above described defects in the Pacifica render the Pacifica unmerchantable, and thereby not fit for the ordinary purpose for which the Pacifica was intended and as represented by Manufacturer.

41. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Pacifica.

42. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and KRS § 355.2-608;
- b. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,
**RICHARD DOWNS AND
SHELIA DOWNS**

By: 
Attorney for Plaintiffs

Lee Cassie Yates - Atty No. 91821
KROHN & MOSS, LTD.
Attorney for Plaintiffs
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428

22192

382632



1560 NEW CIRCLE RD.
LEXINGTON, KY 40509-1022
(859) 268-3000

INVOICE

PAGE 1

Dealer Code: 41-26490
41-43869

SADIEVILLE, KY

BUS:

SERVICE ADVISOR: 793 THOMAS WILLS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SILVER	07	CHRYSLER PACIFICA	2A8GF48XX7R		982/982	T294R	
IN SVCS DATE	PROD DATE	WARR EXP	PROMISED	PO	RATE	PAYMENT	INV DATE
17OCT07	DE		WAIT 22OCT07			CASH	24OCT07

DATE OF REPAIR: 17OCT07 DE
 CHET NOTIFIED DATE: 09:19 22OCT07
 OPTIONS: STK: 8723B DLR: 43869
 ENG: EQ 4.0L V6 SOHC Engine
 TRN: DG2 6-Speed Automatic 62TE Transmission

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
 A CUSTOMER STATES GAS OIL LEAKING UNDER ENGINE AREA, LEAKING ON EXHAUST
 CAUSE: P/S LEAK

19 WARRANTY REPAIRED POWER STEERING LINE
 557 THOMAS III, JAMES LIC#: 6740
 RD4 (N/C)

982 P/S LEAK INSPECTED AND FOUND FLUID ALL OVER TRANS AND ENGINE.
 CLEANED OFF ENGINE, SEALED AND INSPECTED FOR LEAKS. FOUND FLUID
 LEAKING AT P/S PRESSURE LINE. FOUND LINE LOOSE, TIGHTENED LINE AND
 VERIFIED LEAK WAS CORRECTED

 B** DO NOT ROLL WINDOWS DOWN LEAVE THEM OPEN
 23 BODY HARDWARE EXTENDED WARRANTY COMMENT
 REPLACEMENT/REPAIRS
 557 THOMAS III, JAMES LIC#: 6740
 OF 0.00 0.00

982

 THANK YOU - HAVE A GREAT DAY!
 PLEASE SEND US YOUR CHRYSLER SURVEY - THANKS!

ON BEHALF OF SERVING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

THE ONLY WARRANTIES APPLIED TO THIS PARTED AND VEHICLE WHICH MAY BE OFFERED BY THE MANUFACTURER, THE SERVING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, FROM EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY AGREES FOR NOTICES AND OTHER POLICIES TO APPLY FOR IT AND LIABILITY IN CONNECTION WITH THE SALE OF THIS PARTED AVOIDS SERVICE EITHER SHALL NOT BE ENTITLED TO RECOVER FROM THE SERVING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR SCARCITY ON ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTAL
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

CUSTOMER COPY

MATTER #	1191872
FILE TYPE	Case
FILE NAME	[REDACTED])
CAIR #	NA
DATE OF INCIDENT	10/22/2007
DATE OF NOTICE	04/30/2008
MODEL/MODEL YEAR	2007 Chrysler Pacifica Awd
VIN	2A8GF48XX7R [REDACTED]
MILEAGE	982
OWNER	[REDACTED] [REDACTED] Sadieville, KY [REDACTED] [REDACTED]
COURT	Circuit Court
DOCKET #	08CI459
ALLEGED DEFECT	Engine:Oil:Leaks: Engine:No Component:Fumes or Odors:
DESCRIPTION	Oil leaking under engine. Inspected and found fluid on the transmission and engine. Cleaned off engine. Started car and inspected for leaks.
CRASH	No
FIRE	No
PROPERTY DAMAGE	No
INJURIES	0
FATALITIES	0
ANALYSIS	Found fluid leaking at power steering pressure line. Found line loose. Tightened line and verified leak was corrected.
REPURCHASE	No

MATTER #	1195272
FILE TYPE	Legal claim
FILE NAME	State Farm Insurance A/S/O [REDACTED] er)
CAIR #	17822238
DATE OF INCIDENT	06/16/2008
DATE OF NOTICE	08/20/2008
MODEL/MODEL YEAR	2007 Chrysler Pacifica Touring Fwd
VIN	2A8GM68X07R [REDACTED]
MILEAGE	26,565
OWNER	[REDACTED] [REDACTED] Rio Grande City, TX [REDACTED] [REDACTED]
COURT	NA
DOCKET #	NA
ALLEGED DEFECT	Engine:Engine:Fire:
DESCRIPTION	The vehicle sustained a engine fire. Vehicle was parked at owner's home when fire was noticed.
CRASH	No
FIRE	Yes
PROPERTY DAMAGE	No
INJURIES	0
FATALITIES	0
ANALYSIS	Inspection revealed the origin appeared to be in the area of the brake master cylinder and battery location because of the fire damage to components located in this area. Also hot spot and burned insulation on inside of hood panel at left rear section. Cause undetermined.
REPURCHASE	No

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF HENRICO

PAUL D. WINIARSKI,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. _____
)	
CHRYSLER LLC,)	
SERVE:)	
CT Corporation System)	
Registered Agent)	
4701 Cox Road, Suite 301)	
Glen Allen, Virginia 23060)	
)	
Defendant.)	

CIVIL COMPLAINT

COMES NOW the plaintiff, Paul D. Winiarski, by counsel, and moves for judgment against the defendant on the grounds and in the amount as hereinafter set forth:

1. This is a case for breach of warranty and violation of the Motor Vehicle Warranty Enforcement Act.
2. Plaintiff is a consumer who resides in Red Oak, Virginia.
3. Defendant CHRYSLER LLC (hereinafter "CHRYSLER") is a corporation which does significant business through its authorized dealers in the County of Henrico and has its Registered Agent in the County of Henrico. Among its other authorized dealers/agents, which distribute and sell automobiles, is Heritage Chrysler Dodge Jeep Pontiac Buick, hereinafter "the dealer"), which is located in South Hill, Virginia.

BACKGROUND FACTS

4. Relying on the warranties, express and implied, given by the defendant and its agents, plaintiff, Paul D. Winiarski, agreed to purchase, took delivery of and accepted a new 2007 Chrysler Pacifica, Vehicle Identification Number **2A8GM68X37R356359**, ("the vehicle"), on May 3, 2007, from the dealer in South Hill, Virginia. The vehicle is warranted with a manufacturer's limited warranty and other warranties implied by law.

5. Soon after purchase, plaintiff discovered the vehicle did not conform to the contract as there were numerous defects which failed to conform with the warranties and nonconformities, including the transmission shimmies, shudders on upgrades, and does not shift properly; the vehicle has poor acceleration and lags gears during higher speeds; the steering wheel is off center and wanders to the left or right since repair; the vehicle lugs or lurches forward; there is a severe vibration while operating; and there is a transmission fluid leak. In addition the vehicle's heat shields were bent during repair and there is paint on the antenna from hitting the roof of the dealership when placed on its shop lift. The mufflers are now crooked from attempted repairs by the dealership. These nonconformities have not been cured despite several repair attempts by Chrysler's dealers.

6. At the time plaintiff took delivery of and accepted the vehicle, he was unaware of the defects and nonconformities because of the difficulty of discovery, and because some of the problems have appeared subsequent to his purchase of the vehicle.

7. Soon after discovering the defects and nonconformities, plaintiff took the vehicle to the dealer to have the nonconformities corrected. Three or more repair attempts have not corrected the nonconformities and the vehicle has been out of service for thirty days within eighteen months of the date of delivery of the vehicle to him.

8. On or about June 5, 2007 and July 6, 2007, plaintiff wrote to the defendant, notified it of the nonconformities and defects with the vehicle, and requested that the vehicle be replaced.

9. The defects and nonconformities continue to exist and substantially impair the vehicle's use, safety, and market value to the plaintiff, who has used it for his personal use, and who has properly used and serviced the vehicle while it has been in his possession.

10. At this time, the vehicle is in substantially the same condition as when it was delivered to the plaintiff, with the exception of repairs done to the vehicle by the defendant's agents or authorized repair facilities, and damages caused by the defects and nonconformities.

11. The vehicle, as accepted, is without value to the plaintiff.

12. On May 19, 2008, the plaintiff, by counsel, rejected or revoked acceptance of the vehicle and asked the defendant to return the purchase price, and all other damages sustained and recoverable under Virginia law. The defendant has refused to do this.

COUNT ONE

BREACH OF EXPRESS AND IMPLIED WARRANTIES UNDER THE MAGNUSON-MOSS WARRANTY ACT

13. Plaintiff incorporates the allegations of paragraphs 1 through 12 as if alleged herein.

14. Plaintiff is a "consumer" as defined in 15 U.S.C. §2301 (3); CHRYSLER fits the definition of "supplier" and "warrantor" as defined in 15 U.S.C. §2301 (4) and (5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301 (1).

15. Defendant does not have a dispute resolution mechanism which meets the requirements of 16 C.F.R. Part 703, promulgated by the Federal Trade Commission pursuant to §2310(a)(2) of the Magnuson-Moss Warranty Act.

16. The vehicle was manufactured after July 4, 1975, and an express Limited Warranty and an implied warranty of merchantability were given to plaintiff as a part of the purchase, warranties which meet the definition of "written warranty" and "implied warranty" contained in 15 U.S.C. §2301 (6) and (7).

17. The Limited Warranty has failed of its essential purpose and the defendant has violated the Act due to its inability and/or refusal to repair or replace the nonconformities within a reasonable time, and due to its refusal to provide the plaintiff a refund. 15 U.S.C. §2304 (a)(1) and (4).

18. The defendant has also breached its implied warranty of merchantability since the vehicle, in view of the nonconformities and defendant's inability to correct them, was not fit for the ordinary purpose for which the vehicle was used. 15 U.S.C. §§2308, 2310 (d).

19. As a proximate result of defendant's violations of the Act and breach of its warranties, the plaintiff has been damaged for which the defendant is responsible. 15 U.S.C. §§2304(a) and 2310(d).

COUNT TWO

VIOLATION OF THE MOTOR VEHICLE WARRANTY ENFORCEMENT ACT

20. Plaintiff incorporates the allegations of paragraphs 1 through 19 as if alleged herein.

21. As individually defined in Section 59.1-207.11, et. seq., of the Code of Virginia, the plaintiff is a "consumer," "CHRYSLER" is a "manufacturer," the vehicle is a "motor vehicle," and the various defects in the vehicle constitute "nonconformities," and are "serious safety defects."

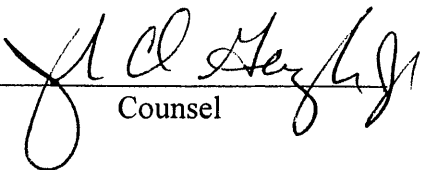
22. The defendant and its agents have failed to correct nonconformities after a reasonable number of repair attempts, which has impaired the use, safety, and market value of the vehicle to the plaintiff, it has refused the plaintiff's demand for damages, and its actions, therefore, are in violation of the Motor Vehicle Warranty Enforcement Act, §§59.1-207.11, 207.13, and 207.14, Code of Virginia (1950).

WHEREFORE, the plaintiff respectfully requests this Court to award him damages for all money paid towards the purchase of the vehicle, including any deposit, trade-in, extended warranty, and any amount necessary to pay off the loan the plaintiff took out to purchase the vehicle, all of which at this time totals THIRTY-SEVEN THOUSAND DOLLARS and ZERO CENTS (\$37,000.00), plus any other collateral charges as defined in §59.1-207.11, incidental and consequential damages, the cost of substitute transportation, expert witness fees, all reasonable attorney's fees, vehicle loan payments made after the filing of this suit, and costs and expenses herein incurred.

Trial by jury is demanded.

PAUL D. WINIARSKI,

By:


Counsel

John Cole Gayle, Jr.
VSB No. 18833
The Consumer Law Group, P.C.
1801 Libbie Avenue, Suite 202
Richmond, Virginia 23226
804 282-7900
804 673-0316 Fax



RED OAK

VA



HERITAGE

Chrysler Dodge Jeep Pontiac Buick
1112 W. DANVILLE ST. · SOUTH HILL, VA 23970
(434) 447-7777 · (800) 296-4018



CUSTOMER COPY PAGE 1

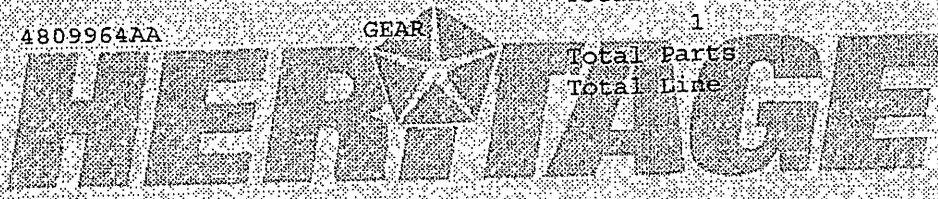
DATE	YEAR	MAKE	MODEL	VIN	STK/CUS	MILES IN	MILES OUT	TAG
07/05/07	07	CHRYSLER	PACIFICA	2A8GM68X37R	[REDACTED]	40782	3558	3558
SERVICE DATE	NOTIFIED	SVC ADV	PROMISED DATE/TIME	LICENSE	RATE	PAYMENT	INV. DATE	
05/03/07	07/05/07	50	00:00		78.00	00	07/05/07	
R.O. NUMBER	TAX ID	HOME PHONE	BUSINESS PHONE					
56238		[REDACTED]						MAGNESIUM 1

Claim Type: W
 Claim Submission: N
 Continuation: N

===== REPAIR LINE 001 =====

CHECK
 CUSTOMER STATES FLUID LEAK FROM UNDER FRONT OF CAR
 FOUND LEFT END SEAL LEAKING. REPLACE RACK

Bill Code - W				
DIAG	DIAGNOSTIC	60 M A	.50	
TIMOTHY R. YEATES	0370			
REPLACE	RACK & PINION	60 M A	1.80	
TIMOTHY R. YEATES	0370			
		Total Labor		125.12
CH	4809964AA	GEAR	1	
		Total Parts		690.20
		Total Line		815.32



Chrysler Dodge Jeep Pontiac Buick

<p>DISCLAIMER OF WARRANTIES</p> <p>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 said products.</p>	<p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE.</p> <p>"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 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."</p>	<p>LABOR AMOUNT</p>	
	<p>CUSTOMER SIGNATURE</p> <p>✓</p>	<p>PARTS AMOUNT</p>	
		<p>MISC. SALES</p>	
		<p>MATERIALS</p>	
		<p>TOTAL CHARGE</p>	
		<p>DEDUCTIBLE</p>	
		<p>SALES TAX</p>	
		<p>OTHER PAY</p>	
		<p>CUSTOMER PAY</p>	

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MATTER #	1192597
FILE TYPE	Case
FILE NAME	[REDACTED]
CAIR #	NA
DATE OF INCIDENT	07/05/2007
DATE OF NOTICE	05/28/2008
MODEL/MODEL YEAR	2007 Chrysler Pacifica Touring Fwd
VIN	2A8GM68X37R [REDACTED]
MILEAGE	3,558
OWNER	[REDACTED] [REDACTED] Red Oak, VA [REDACTED] [REDACTED]
COURT	Circuit Court
DOCKET #	087CL0800122900
ALLEGED DEFECT	Transmission / Transaxle:No Component:: Driveability:No Component:: Total Vehicle:No Component:Vibration: Body / Trim / Paint / Finish:No Component:: Exhaust:Muffler:: Transmission / Transaxle:Fluid:Leaks: Steering:Steering Wheel/Column:: Transmission / Transaxle:Shift/Gear Selector / Linkage::
DESCRIPTION	Owner took vehicle to dealer complaining of a fluid leak from under the front of vehicle.
CRASH	No
FIRE	No
PROPERTY DAMAGE	No
INJURIES	0
FATALITIES	0
ANALYSIS	The technician found the left end seal leaking. The technician replaced the rack and pinion. The labor operation code for this warranty report was power steering leak.
REPURCHASE	No

EA08-006

CHRYSLER

2-12-2009

Enclosure 2

Consumer Complaints &
Backup Data

MPD BY DAIMLERCHRYSLER CORPORATION

DATE OF MFR 7-06

1282 KG(2826 LB) GAWR FRONT

WITH TIRES P235/55R19

RIMS AT 19X7.5

2586 KG(5700 LB) GAWR

1315 KG(2899 LB) GAWR REAR

WITH TIRES P235/55R19

RIMS AT 19X7.5

230 KPA(33 PSI) COOL

VIN: 2A8G168X47

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

TYPE: MPV

SINGLE X NDL



MDM: 072805 392AB PNT:PIU VEHICLE MADE IN CANADA TRM:DLJI 4648505















PACIFICA

4x4









































































MFD BY DAIMLERCHRYSLER
CORPORATION DATE OF MFR
2-07

GVWR 2586 KG(5700 LB)

GVWR FRONT	WITH TIRES	RIMS AT	COLD
1282 KG(2826 LB)	P235/55R19	19X7.5	230 KPA(33 PSI)
GVWR REAR	WITH TIRES	RIMS AT	COLD
1315 KG(2899 LB)	P235/55R19	19X7.5	230 KPA(33 PSI)

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY AND THEFT PREVENTION STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 2A8G768X07R [REDACTED] TYPE: MPV SINGLE X DUAL



MDH: 0222221 392AB PNT:PYR VEHICLE MADE IN CANADA TRM:DLJ1 4648505





13513708X

7-14-08

OFR

34Z-SB3



520-VYM

03-09

4.0-9



Lot
13573708X
7-14-08

13573708X
7-14-08
OFR

713-



LOT

13573708.X

7-14-8



347-SB3

1520774

AIR FILTER

4.0 LITER
24 VALVE









24 VALVE









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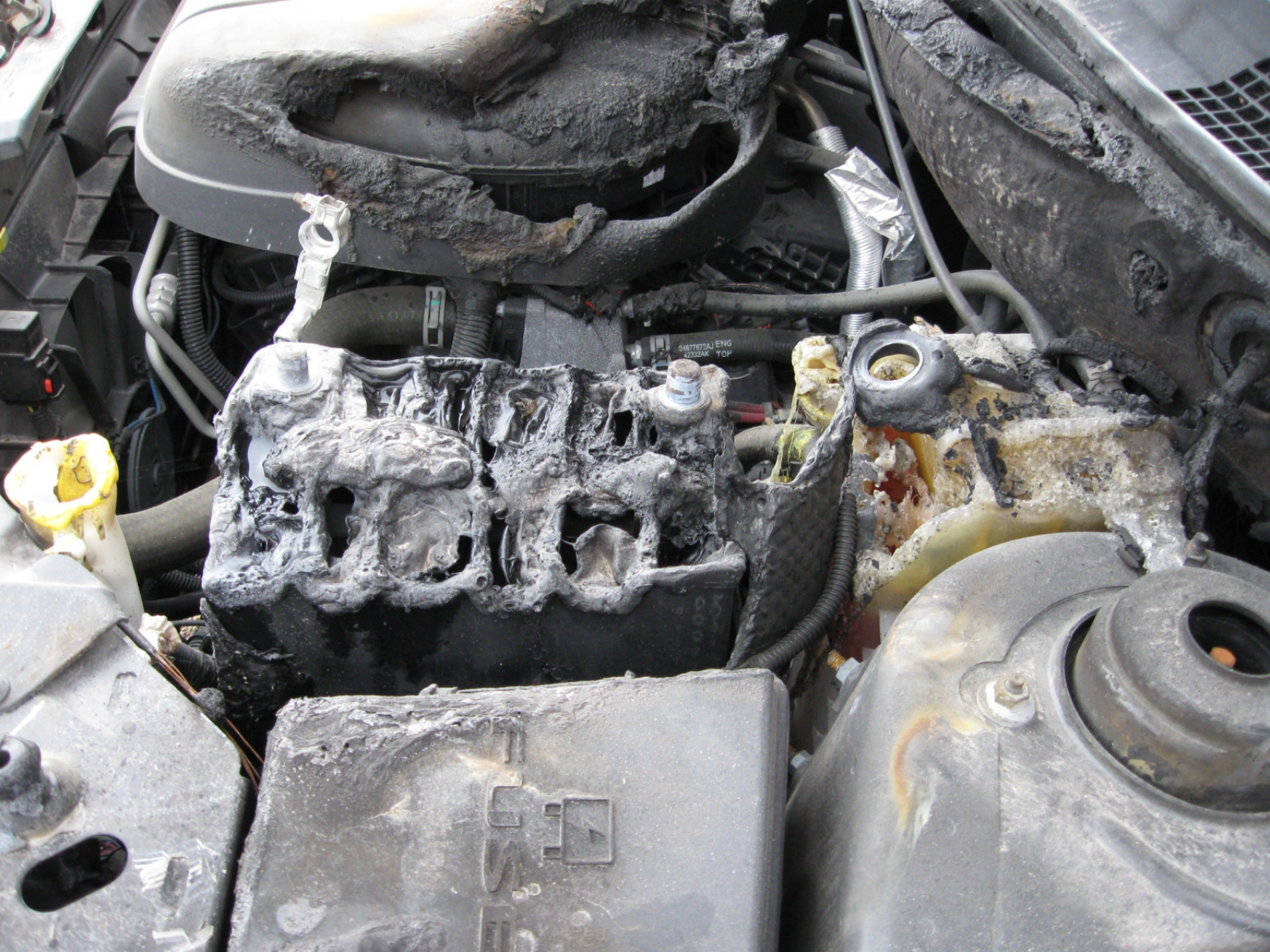
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MISSION - 3/8 IN. >CM.RY.CM<
3/8 IN. 3205F-2 DE4









7-14-08
OFR

15201111

03-09

01-09

34Z-SB3



FIELD PHOTOGRAPHIC NOTES

Customer's Name: [REDACTED]

Inspection Date: {08/25/2008

Vehicle Brand:

{Chrysler _____

Model:

{2007 Pacifica Touring Sports

File #

{CAIR-178222238 _____

VIN:

{2A8GM68X07R [REDACTED]

Inspector W.R.Bippert E.A.A. Date: 08/25/2008

Number of Rolls _____

Roll Number

Neg.# Description

0

1. Vehicle VIN sticker located on left front door.
2. Left side interior no damage observed.
3. Front of hood panel edge bent and damaged while opening to access fire.
4. Left side no damage observed.
5. Right side no damage observed.
6. Rear no damage observed.
7. Left front door window with vehicle salvage yard identification.
8. Fire damage to left side of engine area and broken hood latch assembly.
9. Fire damage to engine area from right side.
10. Fire damage to left back of engine and battery and fuse box. Brake master cylinder reservoir burned.
11. Under side of hood panel burned on left side and broken latch assembly.
12. Close up of burned hood insulation and hot spot on left side of panel. Above brake cylinder and battery.
13. Close up of broken hood latch and valance panel.
14. Burned and melted brake cylinder, battery and fuse box were fire was hottest.
15. Close up of burned and melted components on left side of engine.
16. Burned and melted engine cover fire wall and cowl area.
17. Wiring harness below battery area insulation burned and melted in fire area.
18. Close up of burned and melted fluid reservoirs.
19. No shorted or added fuses observed.
20. Close up of burned and melted battery, reservoirs, and engine cover.
21. Burned and melted left rear area of engine cover.
22. Damaged wiring harness insulation on harness in front and below battery.
23. Burned and broken wire on positive battery terminal. Cables removed and pulled back prior to inspection.
24. Burned insulation with bare and burned wire found behind battery in area brake reservoir.
25. Burned and melted wiring on rear side of battery.
26. Hot spot on left rear under side of hood panel.
27. Exterior surface of hood and front edge damage.
28. Photo description log.

29. _____

30. _____

31. _____

32. _____

CAIR # _____

DOCUMENT RETENTION

SEE DOCUMENT RETENTION

Items placed in document retention because:

photos are unscannable.

originals are too light.

originals are too dark.

photocopies are too light.

photocopies are too dark.

parts were enclosed.

brochure, booklet, newspaper, etc. unscannable.

Other Legal _____

NOT IN DOCUMENT RETENTION

Item NOT placed in document retention:

Poor legibility on original document.

Original _____ survey forwarded on (date) _____

Original check given to _____ for hand

Other _____

No envelope attached.



FARMERS

National Document Center
P.O. Box 268992
Oklahoma City, OK 73126-8992
claimsdocuments@farmersinsurance.com
Fax : 877-217-1389

RECEIVED

AUG 20 REC'D

08/05/2008

SPECIAL INVESTIGATIONS¹

Daimler Chrysler Motor Co
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re: Our Insured: [REDACTED]
Loss Date: 06/16/2008
Claim Number: 099 SUB 1012294004-1-3, 099 COV 1012294004-1-1, 099
COMP 1012294004-1-2, 099 RENTAL 1012294004-1-4, 099 SAL 1012294004-1-5
Total Amount Owed: \$20,217.45

Dear Daimler Chrysler Motor Co,

Our initial investigation has established that the above loss may have been caused by the malfunction of your product.

Insured purchased new a 2007 Chrysler Pacifica, VIN 2A8GM68X07R [REDACTED] from Burns Motors in McAllen, TX in April, 2007. On 6/16/08, she insured was returning from errands when lights went out on vehicle and smoke appeared coming from engine. Fire was extinguished but resulted in total loss of vehicle. Vehicle has been placed on hold at pool pending joint inspection. Initial inspection revealed that it appears incorrect wiring was used on vehicle by dealership or manufacturer prior to sale. No aftermarket parts or work was completed by insured.

We are in the process of making payment to our insured for their damages. By virtue of our subrogation rights we shall seek reimbursement from you for the amount of the damages.

Please be aware that no payment that is less than the full amount claimed herein will be considered in any way an acceptance of benefits, a novation or an accord and satisfaction of this claim without an express written release of our claim executed by an individual who identifies himself/herself as a member of our subrogation department. Therefore, our legal rights to enforce collection on the remaining amount of the claim shall not be waived or stopped due to partial payment by you or someone acting on your behalf.

We can discuss this matter with your representative. Please supply the name, phone number and file number of your representative contact.

Sincerely,
Farmers Texas County Mutual Insurance Company

Ellen Buchanan
Litigation Claims Representative
630-907-6932



FARMERS

National Document Center
P.O. Box 268992
Oklahoma City, OK 73126-8992
claimsdocuments@farmersinsurance.com
Fax : 877-217-1389

08/05/2008

Payment Log

Account Number: ^col1 [REDACTED]
Date of Loss: ^col1^06/16/2008
Insured ^col1^ [REDACTED]
Claim Number ^col1^099 SUB [REDACTED]
Loss Type [REDACTED]

Proof of Payment

Date 07/23/2008
Payee: Acct# [REDACTED]
DCFS Account Services LLC
PO Box 55000
Detroit, MI 48255
Payment Description: Comprehensive
Payment \$18,684.56

Date 07/23/2008
Payee: [REDACTED]
KANSAS CITY, MO, [REDACTED]
Payment Description: Loss of Use
Payment \$782.89

Sub Total: \$19,467.45
Deductible Amount: \$750.00
Salvage \$0.00
Total Amount: \$20,217.45

Rental Company: ENTERPRISE-RENT-A-CAR
Invoice: 5275 D762951

Bill To:
FARMERS GRP
ATTN:MICHELLE/TL COE COFFMAN
2401 NW 23RD ST SUITE 4A
OKLAHOMA CITY, OK 73107

Billing Detail:

Rental Period: 06/20/2008 to 07/16/2008 (27 days)
Billed Period: 06/20/2008 to 07/16/2008 (27 days)

RENTER INFORMATION:

Renter: [REDACTED]
Address: [REDACTED]
RIO GRANDE CITY, TX

Description	Rate:	Amount:
27 DAYS @	\$24.74	\$667.98
1 FUEL	\$56.65	\$56.65
1 MISC EXP	\$75.00	\$75.00
27 TX REIM	\$1.62	\$43.74
1 MVR TAX	\$10.00	\$71.17

Home Phone: [REDACTED]
Office Phone: [REDACTED]

Total Charges: \$914.54
Less Amount Received: \$131.65
Amount Due..... \$782.89

RENTAL INFORMATION:

Rental Branch Location:
[REDACTED]
RIO GRANDE CITY, TX

RENTED VEHICLES:

Effective Date	Time	Year	Make	Model	VIN	Mileage
06/20/2008	5:34 PM	2007	KIA	OPTI	KNAGE123475 [REDACTED]	1172

CLAIM INFORMATION:

Claim Number: [REDACTED]
Claim Type: Insured
Vehicle Condition: Non-Driveable
Date Of Loss: 06/16/2008
Insured Name: \$12,570.94,
Owner's Vehicle: 2007 CHRYSLR PACIFIC

Repair Facility:

TOTAL LOSS

(956) 999-9999

Rental Invoice

Please Return This Portion with Remittance.

Make Payment To:
[REDACTED]
SAN ANTONIO, TX
Federal ID [REDACTED]

Total Charges: \$914.54
Less Amount Received: \$131.65
Total Amount Due..... \$782.89

Please Include on your Check:
Invoice:5275 D762951

NOTEBOOK:

7/17/08 2:43 PM Invoice approved for payment by [REDACTED]
5:19 AM Invoice received for an amount due of \$782.89
7/16/08 5:08 PM Ticket 762951 closed on 7/16/08 at 5:03 PM.
7/9/08 11:15 AM Authorization changed by TOTAL LOSS, COE 1 at 11:15 AM.
Extended 1 days at \$35.00/day.
Last authorized day will be 7/16/08.
Last day of rental set by TOTAL LOSS, COE 1 at 11:15 AM.
Note to self by TOTAL LOSS, COE 1.
Please set last day of rental for 07.16
Last Day Set -- Settlement made
7/8/08 3:27 PM Authorization changed by TOTAL LOSS, COE 1 at 3:27 PM.
Rental extended by TOTAL LOSS, COE 1 at 3:27 PM for 14 day(s).
Extended 14 days at \$35.00/day.
Note to self by TOTAL LOSS, COE 1.
Please extend an addition 7 days.
BCO changed from P6 to ML
2:22 PM Message sent by TOTAL LOSS, COE2 at 2:22 PM.
SENT ACTIVITY TO ADJ RE: EXT OR LD?
7/7/08 11:12 AM Authorization changed by [REDACTED] at 11:12 AM.
Rental transferred from P6 RIO GRANDE VALLEY to ML TOTAL LOSS COE
Rental transferred to [REDACTED]
Rental transferred from [REDACTED]
Rental transferred [REDACTED] at 11:12 AM.
Message sent by [REDACTED] at 11:12 AM.
Claim reassn to [REDACTED]
7/3/08 9:04 AM Message sent by [REDACTED] at 9:04 AM.
Wtg on Total Loss reassn..LDD
7/2/08 9:35 AM Message sent by [REDACTED] at 9:35 AM.
Per spvsr [REDACTED] notes, veh TL & will reassn..LDD
7/1/08 10:47 AM Message sent by [REDACTED] at 10:47 AM.
(Escal)Sent msg spvsr re: if veh TL or repair. Adj out this week..LDD
6/30/08 11:40 AM Message sent by [REDACTED] at 11:40 AM.
Sent msg adj re: if veh TL or repairable..LDD
6/25/08 4:12 PM Authorization changed by [REDACTED] at 4:12 PM.
Rental extended by [REDACTED] at 4:12 PM for 6 day(s).
Extended 6 days at \$35.00/day.
Message sent by [REDACTED] at 4:12 PM.
Per adj's CRN notes, veh might be Total Loss, but not yet assn. Will ext through 7/1 to
chk if alrdy assn yet; ok within CT 7/8..LDD
6/23/08 9:59 AM Authorization changed by [REDACTED] at 9:59 AM.
Rental extended by [REDACTED] at 9:59 AM for 3 day(s).
Extended 3 days at \$35.00/day.
Labor Hours changed from 0.0 to 33.8
Rental transferred to [REDACTED]-CRN
Rental transferred from AUTO CLAIMS TEAM, RIO GRANDECRN
Rental transferred by [REDACTED] at 9:59 AM.
Date Estimate Uploaded changed to 06202008
Message sent by [REDACTED] at 9:59 AM.
Entered formula in CRN. Per adj's CRN notes, veh might be Total Loss. Will ext
through 6/25 to chk if alrdy assn yet; ok within CT 7/8..LDD
6/20/08 5:41 PM Ticket 762951 opened on 6/20/08 at 5:34 PM.
6/18/08 2:47 PM Authorization confirmed by [REDACTED] at 2:47 PM.
Reservation number 099501.
Authorization changed by [REDACTED] at 2:47 PM.
Coverage maximum changed from No Limit to \$1,050.00
Message sent by [REDACTED] at 2:47 PM.
Called only ph # listed & tt [REDACTED] who said was the one who called in
claim & is under same policy. Gave her the rez # & branch ph #..LDD
7:26 AM Authorization confirmed by [REDACTED] at 7:26 AM.
Reservation number 099501.
6/17/08 11:01 PM Authorization confirmed by [REDACTED] at 11:01 PM.
Reservation number 099501.
Authorization sent at 11:01 PM for 3 days at \$35.00/day.
Authorization sent with \$35.00/day / No Limit/max.
Authorized by AUTO CLAIMS TEAM RIO GRANDE.
Direct Bill Authorization set at 100 %
Authorization Type: Rental Reimbursement

S= Sent,R= Received,N= Note To Self

* All times are in CST

06/20/2008 AT 09:15 AM
13610



FARMERS TEXAS COUNTY MUTUAL INS CO
RIO GRANDE VALLEY CLAIMS OFFICE
FOR SUPPLEMENT CALL (800)282-7033
PO BOX 268994
OKLAHOMA CITY, OK 73126-8994
(800)435-7764

ESTIMATE OF RECORD

WRITTEN BY: JERRY CANALES 06/20/2008 09:15 AM
ADJUSTER: JERRY CANALES (956)648-7472

INSURED: [REDACTED] CLAIM # [REDACTED]
OWNER: [REDACTED] POLICY # [REDACTED]
ADDRESS: [REDACTED] DATE OF LOSS: 06/16/2008 AT 01:00 AM
RIO GRANDE CITY, TX [REDACTED] TYPE OF LOSS: COMPREHENSIVE
EVENING: [REDACTED] POINT OF IMPACT: 24. ENGINE BURN
OTHER: [REDACTED]
INSPECT [REDACTED] DAY: [REDACTED]
LOCATION: [REDACTED] OTHER: [REDACTED]
RIO GRANDE CITY, TX [REDACTED]

REPAIR FACILITY: 16 DAYS TO REPAIR
LICENSE #

2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:
VIN: 2A8GM68X07F [REDACTED] TX PROD DATE: ODOMETER: 26565
AIR CONDITIONING REAR DEFOGGER TILT WHEEL
CRUISE CONTROL INTERMITTENT WIPERS KEYLESS ENTRY
THEFT DETERRENT/ALARM REAR WINDOW WIPER ENTERTAINMENT CENTER
STEERING WHEEL CONTROLS MESSAGE CENTER TINTED GLASS
BODY SIDE MOLDINGS DUAL MIRRORS CONSOLE/STORAGE
OVERHEAD CONSOLE WOOD INTERIOR TRIM LUGGAGE/ROOF RACK
CLEAR COAT PAINT POWER STEERING POWER BRAKES
POWER WINDOWS POWER LOCKS POWER DRIVER SEAT
POWER PASSENGER SEAT POWER MIRRORS HEATED MIRRORS
AM RADIO FM RADIO STEREO
SEARCH/SEEK CD PLAYER PREMIUM RADIO
ANTI-LOCK BRAKES (4) DRIVER AIR BAG PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS FRONT SIDE IMPACT AIR BAG 4 WHEEL DISC BRAKES
TRACTION CONTROL STABILITY CONTROL LEATHER SEATS
BUCKET SEATS 3RD ROW SEAT AUTOMATIC TRANSMISSION
ALUMINUM/ALLOY WHEELS

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		ENGINE / TRANSAXLE					
2	REPL	RESONATOR	1		57.85	M	0.2
3	REPL	TEMP SENSOR	1		28.35	M	0.3
4	REPL	PLENUM	1		299.00		
5	REPL	LT VALVE COVER	1		58.20	M	0.5
6	REPL	INTAKE MANIFOLD	1		86.50		

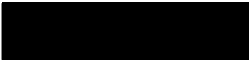
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ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
7**	REPL	QUAL REPL PARTS TIMING BELT	1	88.23		
8	REPL	SIDE MOUNT	1	41.90	M 0.6	
9		HOOD				
10	REPL	HOOD	1	554.00	1.2	2.8
11		ADD FOR CLEAR COAT				1.1
12		ADD FOR UNDERSIDE (COMPLETE)				1.4
13	REPL	INSULATOR	1	52.15	INCL.	
14	REPL	RELEASE CABLE	1	55.20	0.9	
15	REPL	RT HINGE HOOD	1	59.25	0.2	0.2
16	REPL	LT HINGE HOOD	1	59.25	0.2	0.2
17	REPL	SUPPORT ROD	1	22.95	0.3	
18	REPL	EMBLEM	1	91.10	0.3	
19		ELECTRICAL				
20	REPL	BATTERY TRAY	1	48.20	0.2	
21	REPL	THERMO GUARD	1	12.25		
22*	REPL	BATTERY	1	69.99*	M 0.3	
23	REPL	BRACKET	1	11.30		
24	REPL	PCM 4.0 LITER	1	362.00	M 0.7	M
25	REPL	LOW NOTE HORN	1	15.60	0.2	
26#	REPL	WIRE HARNESS	1	504.00	9.0	M
27	REPL	CONTROL MODULE ALL	1	225.00	M 2.5	M
28	REPL	MODULATOR ALL	1	427.00		
29	REPL	COMPUTER	1	1430.00	M 0.5	M
30	REPL	DISTRIBUTION BOX W/O HID HEADLAMPS	1	235.00	M 0.5	M
31	REPL	HOUSING	1	154.00		
32		COOLING				
33	REPL	RESERVOIR TANK	1	83.60	0.7	
34		COWL				
35	REPL	COWL GRILLE	1	156.00	0.8	
36	REPL	COWL TOP PANEL	1	133.00	INCL.	
37	REPL	RESERVOIR	1	45.50	M 0.7	M
38	REPL	BOOSTER ASSY	1	57.50	M 1.2	M
39	REPL	MASTER CYLINDER ALL	1	81.70	MINCL.	M
40	REPL	INSULATION INNER	1	192.00		
41	REPL	INSULATION OUTER	1	149.00		
42		RADIATOR SUPPORT				
43	REPL	UPPER SEAL	1	33.45	0.3	
44	REPL	LATCH	1	56.35	0.3	
45	REPL	STRIKER	1	12.35	INCL.	
46		FRONT DOOR				
47	REPL	RT DOOR TRIM PANEL W/LUXURY DOOR PANEL GRAY	1	699.00	0.5	
48	REPL	LT DOOR TRIM PANEL W/LUXURY DOOR PANEL GRAY	1	709.00	0.5	
49		ROOF				

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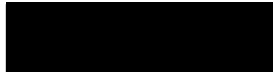
ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
N 50		REPL HEADLINER W/PWR LIFT GATE, VIDEO & UCONNECT COM W/O SUNROOF	1	1100.00	3.0	
51		REAR DOOR				
52		REPL RT DOOR TRIM PANEL GRAY	1	499.00	0.5	
53		REPL LT DOOR TRIM PANEL GRAY	1	429.00	0.5	
54		LIFT GATE				
55		REPL LIFT GATE TRIM LOWER GRAY	1	163.00	0.5	
56#		SUBL SHAMPO CARPETS + R&I	1	150.00	X	
57#		SUBL CONDITION LEATHER SEATS	1	250.00	X	
SUBTOTALS ==>				10047.72	28.1	5.7

LINE 50 : REPLACE DUE TO SMOKE

PARTS		9647.72
BODY LABOR	13.0 HRS @\$ 36.00/HR	468.00
PAINT LABOR	5.7 HRS @\$ 36.00/HR	205.20
MECHANICAL LABOR	15.1 HRS @\$ 60.00/HR	906.00
PAINT SUPPLIES	5.7 HRS @\$ 24.00/HR	136.80
SUBLET/MISC.		400.00
SUBTOTAL		\$11763.72
SALES TAX	\$ 9784.52 @ 8.2500%	807.22
TOTAL COST OF REPAIRS		\$12570.94
ADJUSTMENTS:		
DEDUCTIBLE		750.00
TOTAL ADJUSTMENTS		\$ 750.00
NET COST OF REPAIRS		\$11820.94

06/20/2008 AT 09:15 AM
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ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

FARMERS' NON-OEM SHEET METAL PARTS WARRANTY

WHEN YOU HAVE YOUR VEHICLE REPAIRED AFTER AN ACCIDENT AND THE REPAIR ESTIMATE INCLUDES THE USE OF CERTAIN NON-OEM SHEET METAL CRASH PARTS (PARTS NOT MADE BY OR FOR YOUR VEHICLE'S ORIGINAL MANUFACTURER), FARMERS WILL STAND BEHIND THOSE PARTS FOR AS LONG AS YOU OWN THE VEHICLE. IF A SUPPLIER OF A PART LISTED IN YOUR REPAIR ESTIMATE OR THE SHOP THAT PERFORMED THE REPAIRS ON YOUR VEHICLE IS UNABLE TO RESOLVE A LEGITIMATE COMPLAINT ABOUT THE QUALITY OF THE NON-OEM SHEET METAL PARTS USED IN THE REPAIR, WE WILL MAKE EVERY EFFORT TO SEE THAT THE PROBLEM IS CORRECTED.

PARTS COVERED BY THIS WARRANTY ARE LIMITED TO HOODS, FENDERS, DOOR SHELLS, TRUCK BEDS, BOX SIDES, TAILGATES, LIFT GATES, QUARTER PANELS, REAR OUTER PANELS, BODY SIDE PANELS, TRUNK LIDS AND DECK LIDS.

FOR ASSISTANCE, CONTACT YOUR NEAREST FARMERS CLAIMS OFFICE OR AGENT.

DISCLAIMER

THIS WARRANTY AND ANY REPRESENTATIONS MADE HEREIN ARE NON-TRANSFERABLE AND ITS BENEFITS EXTEND ONLY TO THE PARTY OWNING THE VEHICLE AT THE TIME OF THE REPAIR. IT IS NOT PART OF YOUR INSURANCE POLICY AND DOES NOT CONSTITUTE AN EXTENSION OF COVERAGE THEREUNDER.

TO EXPEDITE THE HANDLING OF ANY SUPPLEMENTAL DAMAGES CLAIM, PLEASE HAVE THE APPROXIMATE AMOUNT OF ADDITIONAL DAMAGES AVAILABLE WHEN YOU CALL 1 (800) 282-7033. POTENTIALLY, A REINSPECTION MAY BE CONDUCTED WITHIN HOURS OF YOUR CALL. ALL SUPPLEMENTS MUST BE APPROVED BY A CLAIMS REPRESENTATIVE BEFORE REPAIRS ARE COMPLETED.

" IF THE ABOVE ESTIMATE INCLUDES A NAPA PART PRICE, THE REPAIR FACILITY MUST COMPLETE A ONE TIME SET UP WITH THEIR LOCAL NAPA RETAILER IN ORDER TO RECEIVE THE SPECIAL "FARMERS PREFERRED PARTS PROGRAM" PRICING. TO ACCOMPLISH SET UP, CONTACT YOUR LOCAL NAPA RETAILER AND ASK THEM TO INSERT BILLING CODE NUMBER 9066 INTO YOUR CUSTOMER BILLING PROFILE. THE 9066 CODE WILL ENABLE YOUR REPAIR FACILITY TO RECEIVE SPECIAL PRICING ON ALL NAPA PARTS AND/OR SUPPLIES PURCHASED. IF YOU DO NOT ALREADY HAVE A LOCAL NAPA RETAILER ACCOUNT, PLEASE CALL 1-800-LET-NAPA FOR YOUR NEAREST NAPA LOCATION."

THIS ESTIMATE FOR REPAIRS IS AGREED TO AND ACCEPTED BY:

SHOP MANAGER _____

CLAIMS REPRESENTATIVE _____

06/20/2008 AT 09:15 AM
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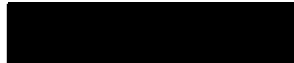


ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR3NS04, CCC DATA DATE 06/01/2008, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. OPT OEM (OPTIONAL OEM) OR ALT OEM (ALTERNATIVE OEM) PARTS ARE OEM PARTS THAT MAY BE PROVIDED BY OR THROUGH ALTERNATE SOURCES OTHER THAN THE OEM VEHICLE DEALERSHIPS. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (*) OR DOUBLE ASTERISK (**) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR MAY HAVE BEEN MODIFIED OR MAY HAVE COME FROM AN ALTERNATE DATA SOURCE. TILDE SIGN (~) ITEMS INDICATE MOTOR NOT-INCLUDED LABOR OPERATIONS. NON-ORIGINAL EQUIPMENT MANUFACTURER AFTERMARKET PARTS ARE DESCRIBED AS AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORDED PARTS ARE DESCRIBED AS RECORE. NAGS PART NUMBERS AND BENCHMARK PRICES ARE PROVIDED BY NATIONAL AUTO GLASS SPECIFICATIONS. LABOR OPERATION TIMES LISTED ON THE LINE WITH THE NAGS INFORMATION ARE MOTOR SUGGESTED LABOR OPERATION TIMES. NAGS LABOR OPERATION TIMES ARE NOT INCLUDED. POUND SIGN (#) ITEMS INDICATE MANUAL ENTRIES. SOME 2006 VEHICLES CONTAIN MINOR CHANGES FROM THE PREVIOUS YEAR. FOR THOSE VEHICLES, PRIOR TO RECEIVING UPDATED DATA FROM THE VEHICLE MANUFACTURER, LABOR AND PARTS DATA FROM THE PREVIOUS YEAR MAY BE USED. THE PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PARTS NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP.

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC.

06/20/2008 AT 09:15 AM
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ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

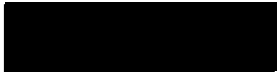
ALTERNATE PARTS SUPPLIERS

7 QUAL REPL PARTS TIMING BELT PART NO. NBH250295 PRICE 88.23

NAPA - FPPP
2999 CIRCLE 75 PARKWAY
ATLANTA, GA 30339

(800)LET-NAPA

06/20/2008 AT 09:15 AM
13610



ESTIMATE OF RECORD
2007 CHRY PACIFICA 4X2 TOURING 6-4.0L-FI 4D UTV BLACK INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 1

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 1

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

Claim Units

Unit Number: 1012294004-1-2
 Status: Closed
 Unit Type: Comp
 Loss Date: 6/16/2008 1:00:42 AM
 Expense Payment Amt: []

Vehicle Information

Year: 2007
 Make: CHRYSLER
 Model: PACIFICA
 Mileage: 26,000
 Serial Number: [REDACTED]
 Trailer ID: [REDACTED]
 VIN: 2A8GM68X07
 Inspected VIN: [REDACTED]
 Boat: [REDACTED]

Dates

Unit Assigned: 8/5/2008
 Reported to: [REDACTED]
 Assigned to: 7/9/2008 IL
 Settled: 7/9/2008

CCC Settlement Tail Information

Send: 7/23/2008
 Status: Pending
 Retry: []
 Send2: []

Settlement Detail

Valuation Method: CCC
 Valuation: \$18,245.00
 Additional Details: []
 Salvage Bid: []
 Actual Cash: \$18,265.00
 Sales Tax: \$1,141.56
 Lic./Transfer: \$28.00
 Other Fee: \$0.00
 Deductible: \$750.00
 Salvage: \$0.00
 Net Total: \$18,684.56

Salvage Vendor

Salvage Vendor: COPART-MC
 Salvage: 2007
 Salvage: CHRYSLER
 Salvage: PACIFICA 4
 Salvage: Salvage Pool
 Salvage: Salvage Other

Salvage Unit

Address: [REDACTED]
 City: Rio Grande City
 Country: USA
 State: TX
 Zip: [REDACTED]
 Phone: [REDACTED]
 Fax: [REDACTED]

Salvage Data

Date Vehicle Recovered: 6/17/2008
 Title: Paperwork Held By L
 Location: Other
 Location: Other residence for Bre

CCC VALUESCOPE
Claim Services

Farmers Texas County Mutual Insurance Co.
Market Report

Report Reference [REDACTED]
Claim reference: [REDACTED]
Loss Incident Date: 06/16/2008
Insured: Ramirez
Policy Number: [REDACTED]

Adjuster: Canales, Jerry
USW#: JMC11
Date Submitted: 06/19/2008

Appraiser: CANALES, JERRY

Introduction

Farmers Texas County Mutual Insurance Co. has conducted an inspection of your 2007 Chrysler Pacifica 4X2 Touring 4 door Sports Utility located in Rio Grande City, TX. The inspection information was then used to conduct research in your local market to determine the market value of your vehicle.

The local market value of your vehicle was defined by the Zip code 78582 -- Rio Grande City, TX

The recommended settlement amount based on the loss vehicle description provided by Farmers Texas County Mutual Insurance Co. is \$18,245.00

Section Title:	Section Contents:
=====	=====
Vehicle Valuation Summary	Market Valuation with components
VINGuard Vehicle Identification	Vehicle configuration information
VINGuard VIN Vehicle History	Vehicle history research
Local Market Definition	Local market basis
Valuation Methodology	Method used to evaluate the vehicle
Vehicle Condition	Vehicle's pre-accident condition
Comparable Vehicles Detail	Comparable vehicles located in market
Vehicle Model Information	Characteristics of the loss vehicle type
NHTSA Vehicle Recall	NHTSA recall notices
Appraisal and Valuation Notes	Log notes for this file

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Vehicle Valuation Summary =====

Local Market Value	\$ 18,225.00
Condition	+ 20.00
	<hr/>
Pre-tax amount	\$ 18,245.00
Vehicular Sales tax	
License/fees (if applicable)	
	<hr/>
Adjusted vehicle valuation amount	\$ 18,245.00

===== Vehicle Valuation Allowances =====

Compared to the typical vehicle in the marketplace your vehicle's value was affected by these factors:

Odometer 26,565	+	74.00
EC - Entertainment Center	+	800.00
LS - Leather Seats	+	400.00

These allowances illustrate factors that influence the settlement amount when compared to a typical vehicle. The typical vehicle is a vehicle of the same year, make, and model as the loss vehicle, including average mileage, and all standard and predominant equipment.

In cases where a standard or predominant option is superceded by a replacement or upgrade, a corresponding addition will appear for the option to reflect this.

The vehicle valuation allowances also reflect proper deductions for all standard or predominant equipment not present on the loss vehicle. These allowances are illustrative only. The actual Local Market Value is calculated entirely from comparable vehicles with adjustments to reflect the loss vehicle configuration.

===== Vehicle Description =====

DESCRIPTION	OPTION
Odometer	26,565
Vehicle equipment:	
Std	AT - Automatic Transmission
Std	PS - Power Steering
Std	PB - Power Brakes
Std	PW - Power Windows
Std	PL - Power Locks
Std	SP - Power Driver Seat
Std	PC - Power Passenger Seat
Std	PM - Power Mirrors
Std	AC - Air Conditioning
Std	RD - Rear Defogger

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Vehicle Description (continued) =====

Std	IW - Intermittent Wipers
Std	TW - Tilt Wheel
Std	CC - Cruise Control
Std	KE - Keyless Entry
Std	CN - Console/Storage
Std	CO - Overhead Console
Rptd	EC - Entertainment Center
Rptd	WT - Wood Interior Trim
Std	MC - Message Center
Rptd	LS - Leather Seats
Std	BS - Bucket Seats
Std	3S - 3rd Row Seat
Std	AM - AM Radio
Std	FM - FM Radio
Std	ST - Stereo
Std	SE - Search/Seek
Std	CD - CD Player
Std	UR - Premium Radio
Std	TQ - Steering Wheel Touch Control
Std	AW - Aluminum/Alloy Wheels
Std	AG - Drivers Side Air Bag
Std	RG - Passenger Air Bag
Std	XG - Front Side Impact Air Bags
Std	DG - Head/Curtain Air Bags
Std	TD - Theft Deterrent/Alarm
Std	AB - Anti-Lock Brakes (4)
Std	DB - 4-Wheel Disc Brakes
Std	TX - Traction Control
Std	T1 - Stability Control
Std	RR - Luggage/Roof Rack
Std	WP - Rear Window Wiper
Rptd	IP - Clearcoat Paint
Rptd	TG - Tinted Glass
Rptd	BN - Body Side Moldings
Std	DM - Dual Mirrors
Std	HM - Heated Mirrors

===== VINguard Vehicle Identification =====

VIN: 2A8GM68X07R [REDACTED]

	Insurer Description	VINGuard Analysis
Year	2007	2007
Make	Chrysler	Chrysler
Model	Pacifica 4X2 Touring	Pacifica 4X2 Touring
	8M68	8M68
Body style	4d Utv	
Engine	6-4.0l-Fi	6-4.0l-Fi

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== VINGuard Vehicle Identification (continued) =====

Trans	Automatic Transmission	
Restraints	AIR BAGS (DRIVER+PASS.)	Air Bags (Dr.+Pass.+Side)
Curb Weight		4,337
Odometer	26565	

This vehicle was assembled in CANADA

===== VINGuard VIN Vehicle History =====

VINGuard has decoded this VIN without any errors.

ISO Vehicle History:
ISO response indicates no history for this VIN.

===== AutoCheck Vehicle History Report =====

AutoCheck Vehicle History Report

Experian Automotive

Report Run Date: 06/19/2008

Key: | N = No Problem Found | Y = Problem Found | I = Information Found

TITLE CHECK

THIS VEHICLE CHECKS OUT. AutoCheck database for this 2007 CHRYSLER PACIFICA 4X2 TOURING (2A8GM68X07 [REDACTED]) shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

Problems Checked	Results Found
Abandoned	N No Abandoned Record(s) Found
Damaged	N No Damaged Record(s) Found
Fire Damage	N No Fire Damage Record Found
Grey Market	N No Grey Market Record Found
Hail Damage	N No Hail Damage Record Found
Insurance Loss	N No Insurance Loss Record Found
Junk	N No Junk Record(s) Found
Rebuilt	N No Rebuilt Record(s) Found
Salvage	N No Salvage Record(s) Found

PROBLEM CHECK

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING
===== AutoCheck Vehicle History Report (continued) =====

THIS VEHICLE CHECKS OUT. AutoCheck database for this 2007 CHRYSLER PACIFICA 4X2 TOURING (2A8GM68X07R [REDACTED]) shows no historical events that indicate a significant automotive problem. These problems can indicate past automotive damage or warnings associated with the vehicle title.

Problems Checked	Results Found
NHTSA Crash Test Vehicle	N No NHTSA Crash Test Vehicle Record(s) Found
Frame Damage	N No Frame Damage Record(s) Found
Major Damage Incident	N No Major Damage Record(s) Found
Manufacturer buyback/lemon	N No Manufacturer Buyback/lemon Record(s) Found
Odometer Problem	N No Odometer Problem Record(s) Found
Recycled	N No Recycled Record(s) Found
Salvage Auction	N No Salvage Auction Record(s) Found
Water Damage	N No Water Damage Record(s) Found
ODOMETER CHECK	THIS VEHICLE CHECKS OUT. For this 2007 CHRYSLER PACIFICA 4X2 TOURING (2A8GM68X07R286139) no indication of odometer rollback or tampering was found. AutoCheck determines odometer rollbacks by searching for records that indicate odometer readings less than a previously reported value. Other odometer events can report events of tampering, or possible odometer breakage.

Date Reported	Odometer Reading
2007-04-25	
2007-05-07	25
2008-04-01	

VEHICLE INFORMATION

INFORMATION FOUND. AutoCheck found additional information on this vehicle. These records will provide more history for this 2007 CHRYSLER PACIFICA 4X2 TOURING (2A8GM68X07R286139).

Problems Checked	Results Found
Accident	N No Accident Record(s) Found
Corrected Title	N No Corrected Title Record(s) Found
Driver Education	N No Driver Education Record(s) Found
Duplicate Title	N No Duplicate Title Record(s) Found
Emissions Safety Inspection	N No Emissions Safety Inspection Record(s) Found
Fire Damage	N No Fire Damage Record(s) Found
Lease	N No Lease Record(s) Found
Lien	Y Lien Record(s) Found
Livery Use	N No Livery Use Record(s) Found
Government Use	N No Government Use Record(s) Found
Police Use	N No Police Use Record(s) Found
Fleet	N No Fleet Record(s) Found
Rental	N No Rental Record(s) Found
Fleet and/or Lease	N No Fleet and/or Lease Record(s) Found

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== AutoCheck Vehicle History Report (continued) =====

Fleet and/or Rental	N No Fleet and/or Rental Record(s) Found
Repossessed	N No Repossessed Record(s) Found
Taxi Use	N No Taxi Use Record(s) Found
Theft	N No Theft Record(s) Found

FULL HISTORY

Below are the historical events for this vehicle listed in chronological order.

Report Run Date: 06/19/2008

Event Date	Event Location	Odometer Reading	Data Source	Event Detail
2007-04-25	RIO GRAND, TX	00000000	Motor Vehicle Dept	REGISTRATION EVENT/RENEWAL
2007-05-07	RIO GRAND, TX	25	Motor Vehicle Dept	TITLE
2008-04-01	RIO GRAND, TX	00000000	Motor Vehicle Dept	REGISTRATION EVENT/RENEWAL

AutoCheck Vehicle History Report Terms and Conditions:

Experian's Reports are compiled from multiple sources. It is not always possible for Experian to obtain complete discrepancy information on all vehicles; therefore, there may be other title brands, odometer readings or discrepancies that apply to a vehicle that are not reflected on that vehicle's Report. Experian searches data from additional sources where possible, but all discrepancies may not be reflected on the Report.

These Reports are based on information supplied to Experian by external sources believed to be reliable, BUT NO RESPONSIBILITY IS ASSUMED BY EXPERIAN OR ITS AGENTS FOR ERRORS, INACCURACIES OR OMISSIONS. THE REPORTS ARE PROVIDED STRICTLY ON AN 'AS IS WHERE IS' BASIS, AND EXPERIAN FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THIS REPORT.

YOU AGREE TO INDEMNIFY EXPERIAN FOR ANY CLAIMS OR LOSSES, INCLUDING COSTS, EXPENSES AND ATTORNEYS FEES, INCURRED BY EXPERIAN ARISING DIRECTLY OR INDIRECTLY FROM YOUR IMPROPER OR UNAUTHORIZED USE OF AUTOCHECK VEHICLE HISTORY REPORTS.

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Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING
 ===== AutoCheck Vehicle History Report (continued) =====
 These terms and the relationship between you and Experian shall be governed by the laws of the State of Illinois (USA) without regard to its conflict of laws provisions. You and Experian agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Cook, Illinois.

===== Local Market Definition =====
 The local market value for your 2007 Chrysler Pacifica 4X2 Touring 4 Door Sport Utility V was defined by ZIP code 78582 -- Rio Grande City, Tx. Adjacent markets were also searched as secondary sources to locate comparable vehicles. Details of the specific markets searched follow.

The state of Texas is composed of 21 distinct local markets. The following 3 zones were used in the preparation of this CCC Valuescope Market Report.

Brownsville/Mcallen, TX - Primary local market vehicle database.
 In this market, CCC maintains a database of 2,705 inspected dealer vehicles located at 16 dealerships, and 2,440 dealer advertised, and 294 privately advertised vehicles taken from 7 local papers or magazines.

Corpus Christi, TX - Secondary local market vehicle database.
 In this market, CCC maintains a database of 1,419 inspected dealer vehicles located at 11 dealerships, and 7,487 dealer advertised, and 2,080 privately advertised vehicles taken from 7 local papers or magazines.

San Antonio, TX - Third local market vehicle database.

In this market, CCC maintains a database of 9,760 inspected dealer vehicles located at 34 dealerships, and 35,589 dealer advertised, and 5,481 privately advertised vehicles taken from 26 local papers or magazines.

From these 3 local markets, comparable vehicles were selected based on the year, make, model, body style, and engine configuration of your vehicle. Adjustments were made to the value of each comparable vehicle to compensate for differences in year, model, body style, engine configuration, packages, options, and mileage.

For your vehicle's CCC Valuescope Market Report, CCC identified 20 inspected dealer vehicles as comparable to your vehicle, and used their values to determine the Local Market Value.

Vehicles are determined to be comparable to the loss vehicle based on:

- * Nearness to the loss vehicle's primary garage location
- * Similarity of model, equipment, and odometer
- * Precision of the data (inspected versus advertised)

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Valuation Methodology =====

This CCC Valuescope Market Report was prepared for Farmers Texas County Mutual Insurance Co. by CCC Information Services Inc. CCC has been preparing market reports for the insurance industry since 1981. CCC physically inspects vehicles for sale at vehicle dealerships in the local markets, and subscribes to local newspapers and automotive publications in these markets. CCC maintains vehicle databases containing these inspected dealership vehicles along with the dealer and private party advertised vehicle information.

When Farmers Texas County Mutual Insurance Co. requests a CCC Valuescope Market Report from CCC, they provide CCC the VIN (Vehicle Identification Number) of the loss vehicle. Decoding this VIN identifies the exact vehicle for which the local market value will be done. See the VINGuard Vehicle Identification section.

Farmers Texas County Mutual Insurance Co. also provides CCC the vehicle owner's Zip code. This identifies the local market that will be used to determine the market value. See the Local Market Definition section.

Finally, Farmers Texas County Mutual Insurance Co. provides CCC with the configuration of the loss vehicle including equipment, odometer, condition, maintenance, etc. This information is the starting point for determining the local market value.

Using this information, CCC searches its databases to find comparable vehicles in the local market. Each vehicle is compared to the loss vehicle, and adjustments are made for differences in model, equipment, and odometer. Those vehicles that are deemed most comparable to the loss vehicle are used to determine the local market value. See the Local Market Definition section.

After the Adjusted Value for each comparable vehicle is calculated (see the Local Market Comparable Vehicles section), CCC calculates the Local Market Value. This calculation is a weighted average. Using a weighted average allows those vehicles most similar to the loss vehicle to contribute a greater percentage to the Local Market Value than less similar vehicles. Factors that determine similarity are:

- * Nearness to the loss vehicle's primary garage location
- * Equivalency of model, equipment, and odometer
- * Precision of the data (inspected versus advertised)

Using a weighted average results in more accurate local market value as the

vehicles most similar and closest to the loss vehicle contribute more to the market value than less similar, more distant vehicles.

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Vehicle Condition =====

Farmers Texas County Mutual Insurance Co. uses Condition Inspection Guidelines to determine the condition of key components of the loss vehicle. These guidelines are specific to geographic location, year, and vehicle type. The guidelines describe physical characteristics for each of the vehicle components. Based on these guidelines, Farmers Texas County Mutual Insurance Co. determined the condition of the vehicle prior to the loss.

Category	Condition	Adjustments
INTERIOR		
Seats	Normal wear	\$0
CR Comments:	MINOR STAINS	
Carpets	Normal wear	\$0
CR Comments:	MINOR STAINS AND SOIL	
Dashboard	Normal wear	\$0
CR Comments:	MINOR STAINS	
Headliner	Normal wear	\$0
CR Comments:	MINRO SOIL STAINS	
EXTERIOR		
Sheet Metal	Normal wear	\$0
CR Comments:	MINOR DINGS	
Trim	Normal wear	\$0
CR Comments:	MINOR FADE	
Paint	Normal wear	\$0
CR Comments:	MINOR SCRATCHES	
Glass	Normal wear	\$0
CR Comments:	MINOR ROCK CHIPS	
MECHANICAL		
Engine	Normal wear	\$0

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

Category	Condition	Adjustments
CR Comments:	TOTAL BURN	
Transmission	Normal wear	\$0

CR Comments: TOTAL BURN

TIRES

Front Tires Normal wear \$0

CR Comments: 7.75/32'S

Rear Tires Dealer ready \$20

CR Comments: 9.5/32'S

Total Adjustments: ===== \$20

* The Condition Inspection Guidelines provide information based on vehicle age, vehicle type, and geographic location. Your vehicle has been identified as being located in the Southwest region as a newer truck.

* The Condition Inspection Guidelines, and all dollar adjustments, are determined by surveys, inspections, and interviews with dealerships across the United States.

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

=====
Comparable Vehicles Detail
=====

The local market comparable vehicles are compared to the loss vehicle, and adjustments are made for differences in equipment, odometer, model, etc. The Price, Asking Price, Take Price or List Price displayed below (as applicable) may differ from the advertised price where CCC obtains different price information from the seller. The Adjusted Value represents the price of the comparable configured exactly as the loss vehicle.

Loss Vehicle	Inspected Dealer	Inspected Dealer	Inspected Dealer
2007 Chrysler Pacifica 4x2 Touring 4d Utv 6-4.01-Fi Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio Anti-Lock Brakes (4) Air Conditioning Drivers Side Air Bag Aluminum/Alloy Wheels Cruise Control Head/Curtain Air Bags Heated Mirrors Keyless Entry Message Center Power Passenger Seat Power Locks Power Mirrors	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio Anti-Lock Brakes (4) Air Conditioning Drivers Side Air Bag Aluminum/Alloy Wheels Cruise Control Head/Curtain Air Bags Heated Mirrors Keyless Entry Message Center Power Passenger Seat Power Locks Power Mirrors	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio Anti-Lock Brakes (4) Air Conditioning Drivers Side Air Bag Aluminum/Alloy Wheels Cruise Control Head/Curtain Air Bags Heated Mirrors Keyless Entry Message Center Power Passenger Seat Power Locks Power Mirrors	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio Anti-Lock Brakes (4) Air Conditioning Drivers Side Air Bag Aluminum/Alloy Wheels Cruise Control Head/Curtain Air Bags Heated Mirrors Keyless Entry Message Center Power Passenger Seat Power Locks Power Mirrors

Power Windows	Power Windows	Power Windows	Power Windows
Rear Defogger	Rear Defogger	Rear Defogger	Rear Defogger
Passenger Air Bag	Passenger Air Bag	Passenger Air Bag	Passenger Air Bag
Luggage/Roof Rack	Luggage/Roof Rack	Luggage/Roof Rack	Luggage/Roof Rack
Power Driver Seat	Power Driver Seat	Power Driver Seat	Power Driver Seat
Theft	Theft	Theft	Theft
Deterrent/Alarm	Deterrent/Alarm	Deterrent/Alarm	Deterrent/Alarm
Steering Wheel	Steering Wheel	Steering Wheel	Steering Wheel
Touch Controls	Touch Controls	Touch Controls	Touch Controls
Tilt Wheel	Tilt Wheel	Tilt Wheel	Tilt Wheel
Traction Control	Traction Control	Traction Control	Traction Control
Stability Control	Stability Control	Stability Control	Stability Control
Front Side Impact	Front Side Impact	Front Side Impact	Front Side Impact

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

=====
 ===== Comparable Vehicles Detail (continued) =====
 =====

Loss Vehicle	Inspected Dealer	Inspected Dealer	Inspected Dealer
Air Bags	Air Bags	Air Bags	Air Bags
3rd Row Seat	3rd Row Seat	3rd Row Seat	3rd Row Seat
Entertainment Center*	Leather Seats*	Privacy Glass*	Leather Seats*
Leather Seats*	Privacy Glass*		Fog Lamps*
Miles: 26,565	23,306	21,590	16,838
	Insp. 5/30/2008	Insp. 6/06/2008	Insp. 5/30/2008
Location:	Mission	Mcallen	Mission
Distance From:Rio Grande City	31	36	31
Dealer:	Burns Motors Dodge	Burns Motors	Burns Motors Dodge
Contact Person:	Frank Jr.	Tony Flores	Frank Jr.
Phone Number:	956/984-4400	956/984-4400	956/984-4400
VIN:	2A8GM68X07R336389	2A8GM68X47R336735	2A8GM68XX7R350901
	Stock# P6505	Stock# P6485	Stock# P6600
	List \$ 16,988	List \$ 15,988	List \$ 16,988
	Take \$ 16,988	Take \$ 15,988	Take \$ 16,988
Adjustments			
Options	+ 650	+ 1,050	+ 575
Mileage	- 252	- 381	- 728
Baseline	- 770	- 770	- 770
	=====	=====	=====
Adjusted Value	\$ 16,616	\$ 15,887	\$ 16,065

Loss Vehicle	Inspected Dealer	Inspected Dealer	Inspected Dealer
2007 Chrysler Pacifica 4x2 Touring 4d Utv 6-4.0l-Fi Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio Auxiliary Audio Connection	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio	2007 Chrysler Pacifica 4x2 Touring 4d Utv 6 Auto Trans AM/FM Stereo Seek With Compact Disk Premium Radio
Anti-Lock Brakes (4)	Anti-Lock Brakes (4)	Anti-Lock Brakes (4)	Anti-Lock Brakes (4)
Air Conditioning Drivers Side Air Bag	Air Conditioning Drivers Side Air Bag	Air Conditioning Drivers Side Air Bag	Air Conditioning Drivers Side Air Bag
Aluminum/Alloy Wheels	Aluminum/Alloy Wheels	Aluminum/Alloy Wheels	Aluminum/Alloy Wheels

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

=====
 ===== Comparable Vehicles Detail (continued) =====

Loss Vehicle	Inspected Dealer	Inspected Dealer	Inspected Dealer
Cruise Control	Cruise Control	Cruise Control	Cruise Control
Head/Curtain Air Bags	Head/Curtain Air Bags	Head/Curtain Air Bags	Head/Curtain Air Bags
Heated Mirrors	Heated Mirrors	Heated Mirrors	Heated Mirrors
Keyless Entry	Keyless Entry	Keyless Entry	Keyless Entry
Message Center	Message Center	Message Center	Message Center
Power Passenger Seat	Power Passenger Seat	Power Passenger Seat	Power Passenger Seat
Power Locks	Power Locks	Power Locks	Power Locks
Power Mirrors	Power Mirrors	Power Mirrors	Power Mirrors
Power Windows	Power Windows	Power Windows	Power Windows
Rear Defogger	Rear Defogger	Rear Defogger	Rear Defogger
Passenger Air Bag	Passenger Air Bag	Passenger Air Bag	Passenger Air Bag
Luggage/Roof Rack	Luggage/Roof Rack	Luggage/Roof Rack	Luggage/Roof Rack
Power Driver Seat	Power Driver Seat	Power Driver Seat	Power Driver Seat
Theft	Theft	Theft	Theft
Deterrent/Alarm	Deterrent/Alarm	Deterrent/Alarm	Deterrent/Alarm
Steering Wheel	Steering Wheel	Steering Wheel	Steering Wheel
Touch Controls	Touch Controls	Touch Controls	Touch Controls
Tilt Wheel	Tilt Wheel	Tilt Wheel	Tilt Wheel
Traction Control	Traction Control	Traction Control	Traction Control
Stability Control	Stability Control	Stability Control	Stability Control
Front Side Impact Air Bags	Front Side Impact Air Bags	Front Side Impact Air Bags	Front Side Impact Air Bags
3rd Row Seat	3rd Row Seat	3rd Row Seat	3rd Row Seat
Entertainment Center*	Privacy Glass*	Dual Air Conditioning*	Leather Seats*
Leather Seats*	Dual Air Conditioning*	Fog Lamps*	Dual Air Conditioning*
	Captain Chairs (4)*	Privacy Glass*	Privacy Glass*
		Captain Chairs (4)*	
Miles: 26,565	28,000	25,312	27,622
	Insp. 5/30/2008	Insp. 6/06/2008	Insp. 6/09/2008
Location:	Mcallen	Brownsville	San Antonio
Distance From:Rio Grande City	36	85	219
Dealer:	Van Burkleo Motors	Johnson Chry/Hyun/P	Ancira Chrysler/Jee
Contact Person:	Robert Lucio	Don Largent	Terry Resom
Phone Number:	956/682-2838	956/546-2288	210/558-1500
VIN:	2A8GM68X57R253850	2A8GM68X27R303085	2A8GM68X67R262797
	Stock# P3387a	Stock# 13670	Stock# P8658
	List \$ 18,995	List \$ 20,999	List \$ 19,995
	Take \$ 18,995	Take \$ 19,999	Take \$ 15,991
Adjustments			
Options	+ 203	+ 275	+ 250

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

=====
 ===== Comparable Vehicles Detail (continued) =====

Loss Vehicle	Inspected Dealer	Inspected Dealer	Inspected Dealer
Mileage	+ 113	- 98	+ 84
Baseline	- 770	- 770	- 770
Adjusted Value	\$ 18,541	\$ 19,406	\$ 15,555

* List Price is the sticker price of the vehicle. Take Price is the amount for

which the vehicle can be purchased as defined by the contact at each dealer.

- * Option adjustments are made in comparison to the typical vehicle. Typical vehicle options that are not present are enclosed in parentheses.
- * The baseline is defined as the condition of the typical vehicle on the road. Baseline adjustments are made when a comparable vehicle condition varies from that of a typical vehicle.
- * All dollar adjustments are determined by surveys, inspections, and interviews with dealerships across the United States.
- * Note that some comparable vehicles that were recently available in the local market may no longer be available.
- * The Price, Asking Price, Take Price or List Price displayed above (as applicable) may differ from the advertised price where CCC obtains different price information from the seller.

===== Additional Inspected Vehicles =====

Dealer/Location/Yr Model/ VIN Stock# Color	Phone/Odometer	Price	Compared to Loss
Champion Toyota Corpus Christi, Tx. 128 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68X27R161272 1272 Blue	(361) 855-2241 38,369 A	\$ 15,991	\$ 17,012
North Star Dodge San Antonio, Tx. 219 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68X57R354628 354628 Grn	(210) 341-2251 17,319 A	\$ 17,690	\$ 16,876
North Park Subaru San Antonio, Tx. 219 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68X07R327045 327045 Red	(210) 308-0200 11,777 A	\$ 17,995	\$ 16,795

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Additional Inspected Vehicles (continued) =====

Dealer/Location/Yr Model/ VIN Stock# Color	Phone/Odometer	Price	Compared to Loss
Van Burkleo Motors McAllen, Tx. 36 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68X57R [REDACTED]	(956) 682-2838 19,000	\$ 16,995	\$ 15,303
Burns Motors McAllen, Tx. 36 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68XX7R [REDACTED]	(956) 984-4400 18,273	\$ 16,988	\$ 15,943
North Star Dodge San Antonio, Tx. 219 Miles From Rio Grande City 2007 Pacifica 4x2 Touring 2A8GM68X57R [REDACTED]	(210) 341-2251 23,054	\$ 17,690	\$ 17,299
Burns Motors Dodge Mission, Tx. 31 Miles From Rio Grande City	(956) 984-4400	\$ 16,988	\$ 15,192

2007 Pacifica 4x2 Touring 2A8GM68X27R [REDACTED]	13,301		
Burns Motors McAllen, Tx. 36 Miles From Rio Grande City	(956) 984-4400	\$ 16,988	\$ 16,462
2007 Pacifica 4x2 Touring 2A8GM68X97R [REDACTED]	19,907		
Northside Ford San Antonio, Tx. 219 Miles From Rio Grande City	(210) 525-9800	\$ 19,998	\$ 20,079
2007 Pacifica 4x2 Touring 2A8GM68X17R [REDACTED]	24,000		
North Star Dodge San Antonio, Tx. 219 Miles From Rio Grande City	(210) 341-2251	\$ 18,990	\$ 18,154
2007 Pacifica 4x2 Touring 2A8GM68X67R [REDACTED]	18,052		
Burns Motors McAllen, Tx. 36 Miles From Rio Grande City	(956) 984-4400	\$ 15,988	\$ 17,618
2007 Pacifica 4x2 2A8GM48L27R337464	10,364		
Burns Motors McAllen, Tx. 36 Miles From Rio Grande City	(956) 984-4400	\$ 14,988	\$ 17,983
2007 Pacifica 4x2 2A8GM48L27R [REDACTED]	28,979		

Valuation request: 39710078 (continued) 2007 CHRY PACIFICA 4X2 TOURING

===== Additional Inspected Vehicles (continued) =====

Dealer/Location/Yr Model/ VIN Stock# Color	Phone/Odometer	Price	Compared to Loss
-----	-----	-----	-----
Mission Jeep/Chry San Antonio, Tx. 221 Miles From Rio Grande City	(210) 967-2000	\$ 16,995	\$ 16,482
2007 Pacifica 4x2 Touring 2A8GM68X27R [REDACTED]	26,329		
Cardenas Buick/Isuzu/Jeep Brownsville, Tx. 89 Miles From Rio Grande City	(956) 542-3541	\$ 20,995	\$ 20,417
2007 Pacifica 4x2 Touring 2A8GM68X17R [REDACTED]	15,000		

A=available

* The Price, Asking Price, Take Price Or List Price Displayed Above (as Applicable) May Differ From The Advertised Price Where Ccc Obtains Different Price Information From The Seller.

===== Appraisal and Valuation Notes =====

The loss vehicle has been valued as a newer vehicle in the Southwest region with 3% less than average miles of 27,500.

Included in our backup are similar models to the loss vehicle.
Proper adjustments were made for this valuation.
Your primary valuation market selected for comparable vehicles is
BROWNSVILLE/MCALLEN, TX
We extended the search into surrounding markets for additional comparable vehicles.

Your valuation has been prepared in compliance with all local rules and regulations.

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Various aspects of our Market Report are covered by one or more pending patent applications.

The trade names and/or trademarks used herein are owned by their respective trademark owners.



FARMERS'

First Class Mail

*Dorinda Chappela Weston Esq.
Consumer Affairs
P.O. Box 21-8004
Auburn Hills, MI 48321-8004*

PRESORTED
FIRST CLASS



UNITED STATES POSTAGE
PRIME®
\$01.49
02 1M AUG 15 2008
004227514
MAILED FROM ZIP CODE 60506

From: [REDACTED]
To: customerassistre@chrysler.com
Date: Tue Sep 09 13:57:32 EDT 2008
Subject: Chrysler LLC Customer Assistance
Form Selected:

Category: Recall Information
Brief Description:

POWER STEERING FAILURE

Comments:

GOOD EVENING,

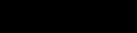
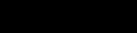

MY NAME IS [REDACTED] OF THE UNITED STATES AIR FORCE. I AM A FATHER OF THREE SERVING OUR GREAT COUNTRY IN AVIANO, ITALY APROXIMATELY 4,270 MILES FROM THE NEAREST AMERICAN COASTLINE. I RECENTLY RECIEVED A PROMOTION TO E-5 WICH AS YOU MIGHT KNOW IS NOT A SIGNIFICANT PAY RAISE (\$2,274 PER MONTH NOW). I WAS VERY PLEASED WHEN I WAS AFFORDED THE OPPORTUNITY TO PURCHASE A 2007 CHRYSLER PACIFICA. THE PERFECT CAR FOR MY GROWING FAMILY. I HAD FIGURED ALL OF MY FINANCES AND BUDGETED ENOUGH TO BE ABLE TO AFFORD THE VEHICLE. I PURCHASED THE VEHICLE PRE-OWNED FROM A FELLOW MILITARY MEMBER. FOR THE FIRST MONTH OF OWNING THE VEHICLE I ENJOYED THE COMFORT AND RIDE OF THE VEHICLE IT SEEMED PERFECT. BUT A FEW DAYS INTO THE SECOND MONTH I NOTICED A SMALL PUDDLE OF FLUID UNDERNEATH THE FRONT END OF THE VEHICLE. I HAD A MECHANIC TAKE A LOOK TO FIND THE LEAK AND FIX IT. TO MY SUPRISE HE WAS UNSUCCESSFUL. HE INFORMED ME IT MIGHT GET WORSE TO KEEP AN EYE ON IT TO BRING IT BACK IF IT DOES. WELL WITHOUT FAIL IT DID. IT BECAME AN EXTREME PROBLEM. MY WIFE DECIDED TO DO SOME RESEARCH AND TO MY SUPRISE SHE FOUND WELL OVER 35,000 CLAIMS THAT THE SAME YEAR, MODEL AND ENGINE SIZE HAD THE SAME PROBLEM MANY EVEN RESULTING IN ENGINE FIRES. I UNDERSTAND THAT THERE ARE CIRCUMSTANCES THAT MIGHT CAUSE A FEW MALFUNCTIONS ON NEW VEHICLES BUT THIS IS UNEXCEPTABLE. I SERVE MY COUNTRY AND DEPLOY TO MANY DANGEROUS COUNTRIES, HAVE TO WORRY ABOUT MY SAFETY WHILE THERE AND THE SAFETY OF MY FAMILY WHILE AWAY. THE VERY LAST THING I SHOULD HAVE TO WORRY ABOUT IS THE SAFETY OF MY ENTIRE FAMILY DUE TO A POOR PRODUCT. I NEED SOME KIND OF ANSWER SOME KIND OF SOLUTION. THIS AGAIN IS COMPLETELY UNEXCEPTABLE. I AM UNABLE TO DRIVE THE CAR AT THE MOMENT BECAUSE OF THIS SITUATION THERE FOR I AM PAYING ON A VEHICLE THAT IS NO USE TO ME. THIS SHOULD NOT HAPPEN ON A VEHICLE THAT IS LESS THAN ONE YEAR OLD. I WOULD

APPRICIATE AN EXPEDIANT RESPOSE FROM A CHRYSLER REPRESENTATIVE.
THANKS IN
ADVANCE FOR YOUR HELP IN THIS MATTER. AND ENJOY YOUR DAY.

V/R



Sender Information:

Title: Mr.
First Name: 
Middle Initial: 
Last Name: 

From: customerassist@chrysler.com
To: [REDACTED]
Date: Wed Sep 10 18:05:23 EDT 2008
Subject: Re: Chrysler LLC Customer Assistance
Dear [REDACTED]

Thank you for contacting the Chrysler Customer Assistance Center.

Your email was received by the Chrysler Customer Assistance Center that addresses issues with vehicles currently in the United States. We recommend that you contact our Military Sales/Service office in Europe by calling 49-6173-704256 or contact them at custserv@militarycars.com. That Center is staffed with trained professionals, ready to address your concerns.

Thank you again for your email.

Sincerely,

Teresa
Customer Service Representative
Chrysler Customer Assistance Center

For any future communications related to this email, please refer to the following information:

REFERENCE NUMBER: 17884171

EMAIL CASE NUMBER: 2093974

REPLY LINK: http://www.chrysler.com/wccs/brand_forms/us/reply.jsp?trk_ID=KMM5950868I25261L0KM&

Customer Assistance Inquiry Record (CAIR)#**17597113**

Vin	2A8GM68X9	7R	Open Date	06/13/2008	Build Date	04/21/2007	
Model Year	07	Body	CSYS74	CHRYSLER PACIFICA TOURING SPORTS TOURER 4-DR			
In Service Dt	06/02/2008	Dealer	43655	Dealer Zone	66	Mileage	100
Name:						Contact Type	TELEPHONE
Address						Home Phone	
	BOYNTON BEACH FL					Country	UNITED STATES

Product - Steering - Power Rack and Pinion / Gear - Leaks - Default	Customer complains of the power steering fluid leaking
Referral - Tier Three - Default - Default - Default	

SA Steve Berry calls from dealer ?43655? and states that the power steering fluid of the vehicle is leaking. Steve states that it has been ordered but the part is on national backorder. The customer is already on a rental vehicle and the dealer needs to extend the rental. The parts number is 04809964AB. Agent confirmed with the internal MOPAR department who states that the part will be at the dealership by the end of this month. Customer seeks a extension in his rental vehicle by another 15 days approximately. Agent transferred the call to Tier 3 for further assistance.

Dealer calling for rental extension for backordered part eta 7/16/08. DM is involved, agent advised dealer to work with DM with this issue and expediting part.

The dealer is calling for the reimbursement of the rental car assistance given to the customer. P.A. code :17597113, the vehicle was 22 days with the dealership. dealership looking for reimbursement. Agent transferred the call to tier 3.

SM Pasquale, dealer 43655.

Caller advised agent he is trying to get customers rental vehicle approved. Caller advised agent the customer vehicle was at dealer for 22 days. Agent reviewed notes, advising caller there is no information showing chrysler offered assistance with rental or rental extension. Agent advised caller chrysler will not assist with rental.

Customer called for above issue. Agent transferred to tier 3.

Owner states that when she picked up vehicle from dealer, it was damaged in the front. Agent advised owner that dealer is responsible for damaged caused.

Owner wants to meet with factory representative regarding dealer damage to vehicle. Agent advised owner that dealers are independtly owned and operated and responsible for their own workmanship.

Customer provided the reference no. 17597113 and states that she was told to ask for the supervisor for assistance. As the case was handled by t3, agent transferred the call to t3.

7/14/08 Owner wasn t pleased because dealer never appologized for damage as result of dealer attempting to repair.

SEE CAIR : 17658955

Customer Assistance Inquiry Record (CAIR)#**17822238**

Vin	2A8GM68X0	7R	Open Date	08/20/2008	Build Date	02/22/2007	
Model Year	07	Body	CSYS74	CHRYSLER PACIFICA TOURING SPORTS TOURER 4-DR			
In Service Dt	04/18/2007	Dealer	36495	Dealer Zone	63	Mileage	26,565
Name:						Contact Type	LETTER
Address						Home Phone	
	RIO GRANDE CITY TX					Country	UNITED STATES

Product - Unknown - Unknown - Fire - Engine Compartment	.
Referral - Legal - Insurance Subrogation - Default - Default	.
Corporate - Property Damage - Default - Default - Default	
Product - Unknown - Unknown - Fire - Unknown	

POSTMARK DATE: 081308; DATE RECEIVED: 082008

8.21.2008

_ FARMERS INSURANCE GROUP

RE: CLAIM NUMBER: 1012294004-1

DATE OF LOSS: 06.16.2008

_ AMOUNT OF LOSS: \$20217.45

The vehicle sustained a engine fire. Vehicle is located at COPART, 301

MILE ONE EAST, MERCEDES TX. 78570, Ph: 956 514-4840. Stk# 13573708.

Contact Ellen Buchanan, at 630 907-6932 or ellenbuchanan@farmersinsurance.com. to arrange a inspection.

Black and white photos are on file.....Forwarded to 82t mrp

No recalls on this vehicle.

CAIR NUMBER 17822238 REQUEST EAA INSPECTION 08-21-2008 15:13

CAIR NUMBER 17822238 E-MAIL SENT TO EAA 08-21-2008 15:13

CCRG Open Date: 08/21/2008 15:01:27

PHOTOGRAPHIC IMAGES POSTED TO THIS CAIR ON 08/26/08 AT 10:34:42 17822238

Letter Sent: Denial 08/27/2008

Customer Assistance Inquiry Record (CAIR)#**17883076**

Vin	2A8GM68X4	7R	Open Date	09/09/2008	Build Date	07/28/2006	
Model Year	07	Body	CSYS74	CHRYSLER PACIFICA TOURING SPORTS TOURER 4-DR			
In Service Dt	12/12/2006	Dealer	99999	Dealer Zone	63	Mileage	12,000
Name:						Contact Type	TELEPHONE
Address						Home Phone	
	GREENWELL SPRING LA					Country	UNITED STATES

Referral - Tier Three - Default - Default - Default	Customer called in to inform vehicle caught fire
Product - Unknown - Unknown - Fire - Engine Compartment	owner wants investigation to determine cause of fire in vehicle.
Corporate - Property Damage - Default - Default - Default	
Product - Unknown - Unknown - Fire - Unknown	

Customer called in to inform vehicle got overheated & caught fire. Agent transferred the call to tier3.

Customer calls cac on 9/9/08 wants investigation to determine cause of fire in vehicle. No injuries vehicle is totalled due to fire. Vehicle is at Madines Collision, 5275 Kincaid Avenue, Baton Rouge, LA 70805 phone is 225-357-7983. State Farm is insurance phone is 225-346-1676 customers phone number is . Writer sending to special investigations to determine cause of fire.

_9.10.2008

Forwarded to 82t mrp

_9/10/08 Allegation: Engine fire. mjm169

9/12/08 Assigned to rlg92/mjm169

CAIR NUMBER 17883076 REQUEST EAA INSPECTION 09-12-2008 09:43

CAIR NUMBER 17883076 E-MAIL SENT TO EAA 09-12-2008 09:44

CCRG Open Date: 09/10/2008 11:08:25

Letter Sent: Acknowledgement 09/15/2008 10:05:05

Customer seeking assistance regarding the same concern. Agent referred to NS657 and transferred the call to Tier 3 for further handling.

Owner s daughter called to complain that an inspection has not taken place yet. Owner is now asking for rental assistance.Writer provided the phone number for CCRG

Inspection Delayed: 09/19/2008

PHOTOGRAPHIC IMAGES POSTED TO THIS CAIR ON 09/29/08 AT 03:19:15 17883076

Customer Assistance Inquiry Record (CAIR)#**17884171**

Vin	2A8GM68X7	7R	Open Date	09/10/2008	Build Date	07/27/2006	
Model Year	07	Body	CSYS74	CHRYSLER PACIFICA TOURING SPORTS TOURER 4-DR			
In Service Dt	12/07/2007	Dealer	99999	Dealer Zone	05	Mileage	12,350
Name:						Contact Type	E-MAIL
Address						Home Phone	
	APO NY					Country	UNITED STATES

Referral - Tier Three - Default - Default - Default

Customer seeks assistance regarding POWER STEERING FAILURE

***** EMAIL BRIEF DESCRIPTION CONTENT *****

POWER STEERING FAILURE

***** END EMAIL BRIEF DESCRIPTION CONTENT *****

Purchased New or Used?NA

***** BEGIN CUSTOMER EMAIL *****

GOOD EVENING, MY NAME IS SSGT [REDACTED] OF THE UNITED STATES AIR FORCE. I AM A FATHER OF THREE SERVING OUR GREAT COUNTRY IN AVIANO, ITALY APPROXIMATELY 4,270 MILES FROM THE NEAREST AMERICAN COASTLINE. I RECENTLY RECEIVED A PROMOTION TO E-5 WHICH AS YOU MIGHT KNOW IS NOT A SIGNIFICANT PAY RAISE (\$2,274 PER MONTH NOW). I WAS VERY PLEASED WHEN I WAS AFFORDED THE OPPORTUNITY TO PURCHASE A 2007 CHRYSLER PACIFICA. THE PERFECT CAR FOR MY GROWING FAMILY. I HAD FIGURED ALL OF MY FINANCES AND BUDGETED ENOUGH TO BE ABLE TO AFFORD THE VEHICLE. I PURCHASED THE VEHICLE PRE-OWNED FROM A FELLOW MILITARY MEMBER. FOR THE FIRST MONTH OF OWNING THE VEHICLE I ENJOYED THE COMFORT AND RIDE OF THE VEHICLE IT SEEMED PERFECT. BUT A FEW DAYS INTO THE SECOND MONTH I NOTICED A SMALL PUDDLE OF FLUID UNDERNEATH THE FRONT END OF THE VEHICLE. I HAD A MECHANIC TAKE A LOOK TO FIND THE LEAK AND FIX IT. TO MY SURPRISE HE WAS UNSUCCESSFUL. HE INFORMED ME IT MIGHT GET WORSE TO KEEP AN EYE ON IT TO BRING IT BACK IF IT DOES. WELL WITHOUT FAIL IT DID. IT BECAME AN EXTREME PROBLEM. MY WIFE DECIDED TO DO SOME RESEARCH AND TO MY SURPRISE SHE FOUND WELL OVER 35,000 CLAIMS THAT THE SAME YEAR, MODEL AND ENGINE SIZE HAD THE SAME PROBLEM MANY EVEN RESULTING IN ENGINE FIRES. I UNDERSTAND THAT THERE ARE CIRCUMSTANCES THAT MIGHT CAUSE A FEW MALFUNCTIONS ON NEW VEHICLES BUT THIS IS UNEXCEPTABLE. I SERVE MY COUNTRY AND DEPLOY TO MANY DANGEROUS COUNTRIES, HAVE TO WORRY ABOUT MY SAFETY WHILE THERE AND THE SAFETY OF MY FAMILY WHILE AWAY. THE VERY LAST THING I SHOULD HAVE TO WORRY ABOUT IS THE SAFETY OF MY ENTIRE FAMILY DUE TO A POOR PRODUCT. I NEED SOME KIND OF ANSWER SOME KIND OF SOLUTION. THIS AGAIN IS COMPLETELY UNEXCEPTABLE. I AM UNABLE TO DRIVE THE CAR AT THE MOMENT BECAUSE OF THIS SITUATION THERE FOR I AM PAYING ON A VEHICLE THAT IS NO USE TO ME. THIS SHOULD NOT HAPPEN ON A VEHICLE THAT IS LESS THAN ONE YEAR OLD. I WOULD APPRECIATE AN EXPEDIENT RESPONSE FROM A CHRYSLER REPRESENTATIVE. THANKS IN ADVANCE FOR YOUR HELP IN THIS MATTER. AND ENJOY YOUR DAY. V/R [REDACTED]

***** BEGIN EMAIL RESPONSE *****

routed to T3 for further handling.

***** END EMAIL RESPONSE *****

Owner in Italy. forward to international.

Dear [REDACTED]

Thank you for contacting the Chrysler Customer Assistance Center. Your email was received by the Chrysler Customer Assistance Center that addresses issues with vehicles currently in the United States. We recommend that you contact our Military Sales/Service office in Europe by calling 49-6173-704256 or contact them at custserv@militarycars.com. That Center is staffed with trained professionals, ready to address your concerns.

Thank you again for your email.

Customer Assistance Inquiry Record (CAIR)#**18106535**

Vin	2A8GF68X5	7R	Open Date	11/21/2008	Build Date	12/13/2006	
Model Year	07	Body	CSCS74	CHRYSLER PACIFICA TOURING AWD SPORTS TOURER 4-DR			
In Service Dt	12/18/2006	Dealer	05002	Dealer Zone	35	Mileage	49,944
Name:	[REDACTED]					[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]					Home Phone	[REDACTED]
	GLENMOORE PA [REDACTED]					Country	UNITED STATES

Product - Steering - Power Rack and Pinion / Gear - Other - Default	Back ordered parts assistance request - steering gear
---	---

*****EXECUTIVE REFERRAL STAFF*****

Burl Fabian @WHEELS, Inc emailed 11/19; Car down, dealer states leaking rack & pinion steering gear. #4809964AB steering gear is on national back order with no ETA. Please investigate and assist.

UPDATE - 11/21/08 - Dealer has upgraded part order to VOR, current ETA is 12/17. Sent to SPS3 @Mopar for review. Emailed status/update to Burl @WHEELS.

Q3. State the number of each of the following, received by Chrysler, or of which Chrysler is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles and not previously supplied in Chrysler’s June 9, 2008, submission:

- a. Consumer complaints, including those from fleet operators;
- b. Field reports, including dealer field reports and product evaluation reports;
- c. Police and Fire Department reports;
- d. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- e. Reports involving a fire, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
- f. Property damage claims;
- g. Third-party arbitration proceedings where Chrysler is or was a party to the arbitration; and
- h. Lawsuits, both pending and closed, in which Chrysler is or was a defendant or codefendant.

For subparts “a” through “e,” state the total number of each item (e.g., consumer complaints, field reports, police reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items “c” through “h,” provide a summary description of the alleged problem and causal and contributing factors and Chrysler’s assessment of the problem, with a summary of the significant underlying facts and evidence. For items “d” through “h,” identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

Category Description	CAIRS	Field Reports	Claims/Lawsuits	Police/Fire Dept. Reports	Unique VINs
Fire	2	0	1	0	2
Steering Leak	3	0	2	0	5

EA08-006

CHRYSLER

2-12-2009

Enclosure 3