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PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

November 6, 2007

Via Facsimile 518.869.3334 and
First Class Mail

Chrysler LLC
c/o The Rose Law Firm, PLLC
501 New Karner Road
Albany, NY 12205

CHAPTER 93A DEMAND LETTER
YOU HAVE THIRTY DAYS TO RESPOND

Re: [REDACTED] v. Chrysler LLC
Vehicle: 2006 Dodge Ram
Date of Purchase: 2/27/2006
VIN#: 1D7HU18296J147462

RECEIVED
THE ROSE LAW FIRM, PLLC
NOV - 7 2007
CASE: Schiavone
FILE: _____
POSTMARK DATE _____ MAIL _____
METER DATE 11/6 HAND _____
REC'D. BY: CS EXPRESS _____
ENTERED _____

Dear Sir or Madam:

Please be advised that this law firm represents [REDACTED] in regards to a new 2006 Dodge Ram (the "Vehicle") that he purchased from Pride Dodge, located in North Attleboro, Massachusetts (the "Dealer"), on February 27, 2006. The Vehicle was defective upon purchase and was sold to our client in an unfair and deceptive manner. This is [REDACTED] Chapter 93A Demand Letter.

In addition to deceptively marketing the Vehicle as sound and without defect, Chrysler LLC and the Dealer, its authorized agent, failed to successfully repair the many problems that plagued the Vehicle within a reasonable number of attempts and days out of service, thus egregiously violating the Massachusetts New Car Lemon Law. As a result, by marketing and selling the Vehicle to our client under the premise that it was without defect, and then later refusing to address the problems with the Vehicle to our client's detriment and danger, Chrysler LLC has repeatedly violated the provisions of Chapter 93A.

15289-B → TO Tamre
Scan to file

██████████ intends to invoke his rights under the Massachusetts New Car Lemon Law (M.G.L. ch. 90 § 7N½), the Massachusetts Consumer Protection Act (M.G.L. ch. 93A and its subsections), and the Magnuson Moss Federal Warranty Act (U.S.C. Title 15, c. 50 § 2301-2312) in order to make himself whole. Our client hereby demands a rescission of the purchase agreement that he entered into with the Dealer, dated February 27, 2006, and further demands reimbursement for any and all damages recoverable under the Lemon Law, M.G.L. ch. 93A, and the federal Magnuson Moss Warranty Act, including attorney's fees, double or treble damages, and interest.

FACTS

On or about February 27, 2006, our client purchased the Vehicle from the Dealer in "new" condition, as defined by Massachusetts law. The basis of the bargain included the manufacturer's express warranties.

Below please find a summary of the repair history:

Date(s) of Service	Mileage	Defect(s)/Complaint(s)
6/9/06	4,712	When turning left, there is a vibration felt. When driving, vehicle's passenger side mirror is shaking.
6/26/06	5,747	Vibration felt at 35 mph and again at 55-65 mph.
6/28/06	6,023	Vehicle has vibration at 35 mph and also highway speeds.
9/7/06	9,280	Vibration from driveline at 35 mph.
12/8/06	13,275	Vibration from driveline at 1100 rpms.
6/8/07	21,793	Driveshaft/halfshaft units. Brake pulsation coming off highway. Slight shimmy when turning into parking space. Also, noise and vibration at 35-40 mph. With steering column all the way down, when using right side blinker, the left side will work instead. When using high beams, the washer will kick on. Using left blinker and it will not flash. Recall – replaced the passenger side airbag cushion. Recall – replaced front passenger side seatbelt.

The actions of Chrysler LLC, its agents, employees, and/or servants have been unfair, deceptive, and in violation of M.G.L. ch. 93A. Chrysler LLC's actions and omissions have also exposed it to liability under the Massachusetts Lemon Law and the federal Magnuson Moss Act. Overall, Chrysler LLC undoubtedly sold our client a car with defects, misrepresented the reliability of the Vehicle at the time of purchase, and failed to repair the Vehicle after purchase.

Chrysler LLC's failure to conduct business in a fair and responsible fashion has left our client with no other option but to seek redress in a court of law.

LAWS AND ANALYSIS

I. CONSUMER PROTECTION ACT

The actions and omissions on the part of Chrysler LLC, in selling, attempting to repair, and failing to repair the Vehicle, all qualify as violations of M.G.L. ch. 93A. Further, Chrysler LLC failed to disclose material information about the Vehicle to [REDACTED] and made material misrepresentations about the Vehicle to him prior to its purchase that affected his decision to purchase it.

M.G.L. ch. 93A § 2 (a) provides that "unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful." An act by a business is "deceptive" under Chapter 93A if it could reasonably be found to have caused a person to act differently from the way he would otherwise have acted. Brennan v. Carvel Corp., 929 F.2d 801(1991 Mass.)

940 CMR 3.05 provides:

- (1) **No claim or representation shall be made by any means concerning a product which directly, or by implication, or by failure to adequately disclose additional relevant information, has the capacity or tendency or effect of deceiving buyers or prospective buyers in any material respect.** This prohibition includes, but is not limited to, representations or claims relating to reliability, manner or time of performance, safety, strength, condition, or life expectancy of such a product, or financing relating to such a product, or the ease with which such product may be operated, repaired, or maintained or the benefit to be derived thereof (emphasis added).

940 CMR 3.16 provides:

Without limiting the scope of any other rule, regulation, or statute, an act or practice is a violation of M.G.L. ch. 93A § 2 if:

- (1) It is oppressive or otherwise unconscionable in any respect; or
- (2) Any person or other legal entity subject to this act fails to disclose to a buyer or prospective buyer any fact, the disclosure of which may have influenced the buyer or prospective buyer not to enter into the transaction; or
- (3) It fails to comply with existing statutes, rules, regulations or laws, meant for the protection of the public's health, safety or welfare promulgated by the Commonwealth or any political subdivision thereof intended to provide the consumers of this Commonwealth protection; or

- (4) Violates the Federal Trade Commission Act, the Federal Consumer Credit Protection Act or other Federal consumer protection statutes within purview of Section 2 of Chapter 93A (emphasis added).

Section VII (B) of the Rules and Regulations promulgated by the Attorney General pursuant to M.G.L. ch. 93A, § 2 (c) provides, in part, that “it shall be an unfair or deceptive act or practice to fail to perform or fulfill any promises or obligations arising under a warranty.” The definitions of “warranty” in the Rules and Regulations include the following: “an express warranty or guarantee includes any affirmation or fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain.”

The facts of our client's case demonstrate several violations of the above-cited legal authorities on the part of Chrysler LLC, and thereby our client is entitled to the recovery of damages.

II. MASSACHUSETTS LEMON LAW

The Vehicle contains a variety of defects that substantially impair its “use, value and safety.” Our client has had to return the Vehicle several times to the Dealer for a variety of problems.

In turn, M.G.L. ch. 90, § 7N ½ (4) provides, in part, that if a manufacturer fails to repair a vehicle within three attempts, or when a vehicle is out of service for a total of fifteen business days or more after the consumer has returned the vehicle to the dealer, then the dealer shall accept the return of the vehicle from the consumer and refund the full repurchase price of the vehicle, less a reasonable allowance for use. In this case, Chrysler LLC has failed to repair the abnormal noise defects that plague the Vehicle, among other issues.

Should our client be forced to litigate this matter, he will be seeking all available and recoverable damages against Chrysler LLC, including the repurchase price of the Vehicle and attorney’s fees and costs.

III. MAGNUSON MOSS WARRANTY ACT

██████████ will also be pursuing a claim under the Magnuson Moss Warranty Act if this matter proceeds to trial. Under this federal mandate, a warrantor has a duty to remedy the defects/malfunctions complained of by a consumer within a “reasonable time and without charge.” Failure of the warrantor to meet the minimum federal requirements under the warranty enables the consumer to sue the warrantor.

Given the repair history of the Vehicle and Chrysler LLC’s failure to repair its problems, Mr. Schiavone did not receive the benefit of the value of the Vehicle, nor the warranties that were part of the basis of the bargain.

CONCLUSION

For the reasons stated herein, [REDACTED] hereby demands the following:

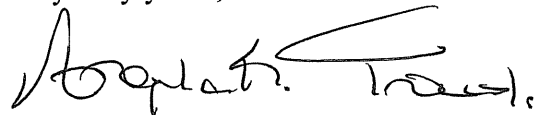
1. Full rescission of the original purchase agreement;
2. Payment of any additional fees, charges, taxes, insurance payments (to the date of repurchase), and value of trade-in vehicle;
3. Payment of the loan pay-off and accompanying finance charges to the date of repurchase, and insurance payments to the date of repurchase;
4. Reimbursement for any diagnostics or other defect-related tasks performed on the Vehicle at his expense; and
5. Payment of his attorney's fees and costs.

Failure to forward the relief demanded within thirty days, or a reasonable offer of settlement, will result in the initiation of litigation against Chrysler LLC seeking damages, reasonable attorney's fees, interest and costs, all of which are permitted by under Massachusetts law and the Magnuson Moss Warranty Act.

We have attached documents to this letter substantiating our client's claims. The purchase agreement and corresponding documentation is attached hereto and marked "Plaintiff's Exhibit A." The repair orders referred to above are attached hereto and collectively marked "Plaintiff's Exhibit B." Should you require any additional documentation to verify our client's damages or the bill for attorney's fees and costs, please do not hesitate to call.

Thank you for your attention to this matter. I look forward to your timely response.

Very truly yours,



Angela K. Troccoli, Esquire

AKT:dvr
Attachments