016087

Office Use Only: Case No. 35052
Referred To NYSDRA 4/19/06
Filing Date MAY 02 2006

NEW YORK STATE ATTORNEY GENERAL'S OFFICE
ELIOT SPITZER, ATTORNEY GENERAL

NEW YORK NEW CAR LEMON LAW ARBITRATION PROGRAM
REQUEST FOR ARBITRATION FORM

CONSUMER INFORMATION

1. Name: [redacted]
   Address: [redacted]
   City: Patchogue State: NY Zi[redacted]
   Phone: Hor[redacted] Wor[redacted]

VEHICLE INFORMATION (Attach Copy of Your Bill of Sale or Lease)

2. Manufacturer: ~~Dodge~~ Chrysler
   (GM, Ford, Chrysler, Toyota, Winnebago, etc.)
3. Year: 2005 Make: Dodge (ex. Chevrolet, Dodge) Model: Grand Caravan (ex. Cavalier, Caravan)
4. Vehicle Identification Number (VIN): 2D4GP44L85R[redacted]
5. Date of delivery? 3/18/05 Mileage at delivery: 5 Current Mileage: _____
6. Did you purchase or lease your vehicle in New York? ..... Yes[✓] No[ ]
   [✓] I purchased my vehicle. [ ] I leased my vehicle.
7. Is your vehicle registered in New York?..... Yes[✓] No[ ]
8. Is your vehicle primarily used for personal, family or household purposes? ..... Yes[✓] No[ ]
9. Do you still own or lease your vehicle? ..... Yes[✓] No[ ]

DEALER INFORMATION

10. Name: Thomas Dodge / Subaru
Address: 1201 Rte. 112
City: Port Jefferson Station State: NY Zip: 11776

BANK OR FINANCING INSTITUTION (if financed):

11. Name: Chrysler Financial
Address: P.O. Box 9223
City: Farmington Hills State: MI Zip: 48333-9223

LEASING COMPANY (if leased):

12. Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Lease Acct #: _____

VEHICLE'S PROBLEM(S)

13. Briefly describe the problem(s) for which you seek a refund or a replacement vehicle:
Problem with electrical system. Voltage varies while running which causes dramatic pulsing in headlights and dashboard to cut out while driving

14. Does the problem(s) for which you seek relief substantially impair the value of the vehicle to you? ..... Yes [✓] No [ ]

15. On what date and at what mileage did you first report this problem(s) to the dealer or the manufacturer? Date: 11/1/05 Mileage: 4885

16. Does the problem(s) involve a dealer installed option? ..... Yes [ ] No [✓]
Specify: _____

BASIS FOR RELIEF SOUGHT: **You must complete at least one of the following three questions (17, 18 or 19). If you have a Motor Home, you must also answer #20**

17. **Unsuccessful Repair Attempts**

A. How many repair attempts for the **same** problem were made within the first 18,000 miles or 24 months, whichever is earlier? 4

B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the **same** problem.

Problem 1 (Specify) Dashboard goes out, lights flicker

	Date	Mileage	Work Order #
(1)	11/1/05	4,885	CHCS102823
(2)	11/10/05	5,078	CHCS103088
(3)	11/17/05	5,102	CHCS103365
(4)	1/9/06	6,556	CHCS104775

Problem 2 (Specify) _____

	Date	Mileage	Work Order #
(1)			
(2)			
(3)			
(4)			

C. Do you have copies of all relevant work orders?..... Yes [✓] No [ ]
(If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.)

D. Did the problem continue to exist at the end of the fourth attempt? Yes [✓] No [ ]

18. **Days in Shop for Repairs**

A. How many days was the vehicle out of service due to repairs within the first 18,000 miles or 24 months, whichever is earlier? _____ days.

B. List the dates, mileage, and repair order numbers for those repairs:

From:_____ To:_____ Days out:_____ Mileage:_____ Work Order #_____

From:_____ To:_____ Days out:_____ Mileage:_____ Work Order #_____

From:_____ To:_____ Days out:_____ Mileage:_____ Work Order #_____

From:_____ To:_____ Days out:_____ Mileage:_____ Work Order #_____

C. Do you have copies of all relevant work orders?..... Yes [ ] No [ ]
(If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.)

19. **Refusal to Repair (Note: This question should only be completed if the dealer and the manufacturer refuse to commence repairs.)**

A. Did you first notify the **dealer** of the problem for which you are seeking this arbitration? ..... Yes [ ] No [ ]

B. If yes, what problem(s)? _____

C. What was the date of notification to the dealer? _____

D. Did the dealer refuse to inspect the vehicle and make whatever repairs were necessary within 7 days of receiving your initial notice of the problem?.. Yes [ ] No [ ]

E. If yes, did you notify the **manufacturer** by certified mail, return receipt requested, of such refusal? (Attach copy of notification with proof of mailing.) Yes [ ] No [ ]

F. Did the manufacturer fail to make repairs within 20 days of receiving your written notice of the dealer's refusal to repair?..... Yes [ ] No [ ]

20. **If Your Complaint Involves a Motor Home:**

A. Did the dealer or manufacturer provide you with a written copy of the special lemon law notification requirements? ..... Yes [ ] No [ ]

B. If the answer to (A) is yes, prior to this application for arbitration, did you notify the dealer or the manufacturer, by certified mail, return receipt requested, of a defect or condition that was subject to repair at least 2 times, or that the motor home has been out of service by reason of repair for 21 days, whichever occurs first? (If yes, attach copy of the notification with proof of mailing.) ..... Yes [ ] No [ ]

C. If the answer to both (A) and (B) is yes, was the motor home out of service for a total of at least 30 days (the last 9 days **after** the notice is given to the manufacturer), or was the motor home in the shop for repairs 3 or more times (the 3rd repair attempt **after** the notice is given to the manufacturer) for the same problem?..... Yes [ ] No [ ]

HEARING LOCATION

21. Please indicate where you want the arbitration hearing to be held:

[ ] Albany
[ ] Amsterdam
[ ] Auburn
[ ] Batavia
[ ] Binghamton
[ ] Bronx
[ ] Brooklyn
[ ] Buffalo
[ ] Canandaigua
[ ] Carmel
[ ] Catskill
[ ] Cobleskill
[ ] Corning
[ ] Cortland
[ ] Delhi
[ ] Elmira
[ ] Fort Edward
[ ] Geneseo
[ ] Glens Falls
[ ] Goshen
[ ] Hempstead
[ ] Highland
[ ] Hudson
[ ] Ilion
[ ] Ithaca
[ ] Jamaica
[ ] Jamestown
[ ] Johnstown
[ ] Lake Placid
[ ] Lower Manhattan
[ ] Lowville
[ ] Lyons
[ ] Malone
[ ] Monticello
[ ] Montour Falls
[ ] New City
[ ] Niagara Falls
[ ] Norwich
[ ] Ogdensburg
[ ] Olean
[ ] Oneida
[ ] Oneonta
[ ] Oswego
[ ] Penn Yan
[ ] Plattsburgh
[ ] Poughkeepsie
[ ] Rochester
[ ] Saratoga Springs
[ ] Schenectady
[✓] Smithtown
[ ] Speculator
[ ] Staten Island
[ ] Syracuse
[ ] Troy
[ ] Upper Manhattan
[ ] Utica
[ ] Waterloo
[ ] Watertown
[ ] Yonkers

TYPE OF HEARING AND RELIEF REQUESTED

22. [✓] Oral (in person) [ ] Documents only (if manufacturer agrees)

23. If successful, I wish to receive a:
[✓] full refund [ ] comparable replacement vehicle

PREVIOUS ARBITRATION

24. A. Did you participate in any previous arbitration for the same problem(s) for which you now seek arbitration?..... Yes [ ] No [✓]

B. If yes, what was the name of the Program? _____

C. Did you accept the decision of the arbitrator? ..... Yes [ ] No [ ]

D. Did the manufacturer comply with the decision?..... Yes [ ] No [ ]

E. Date of Decision: _____ (attach copy of decision)

SIGNATURE: [redacted] Date: 3/26/06

CNS 006 (5/05)

Office Use Only: Case No. _____

Referred To NYSDRA _____

Filing Date _____

NEW YORK STATE ATTORNEY GENERAL'S OFFICE
ELIOT SPITZER, ATTORNEY GENERAL

NEW YORK NEW CAR LEMON LAW ARBITRATION PROGRAM
REQUEST FOR ARBITRATION FORM

CONSUMER INFORMATION

1. Name [redacted]

   Addre [redacted]

   City: ITHACA State: NY. Zip: [redacted]

   Phone: Home [redacted] Work:(_____)_____-_____

VEHICLE INFORMATION (Attach Copy of Your Bill of Sale or Lease)

2. Manufacturer: CHRYSLER
   (GM, Ford, Chrysler, Toyota, Winnebago, etc.)

3. Year: 2005 Make: CHRYSLER (ex. Chevrolet, Dodge) Model: Stow and Go mini Van (ex. Cavalier, Caravan)

4. Vehicle Identification Number (VIN): #2C8G P54L 85R [redacted]

5. Date of delivery? 9/17/04 Mileage at delivery: 2 Current Mileage: 28,605

6. Did you purchase or lease your vehicle in New York? ..... Yes[X] No[ ]
   [ ] I purchased my vehicle. [ ] I leased my vehicle.

7. Is your vehicle registered in New York?..... Yes[X] No[ ]

8. Is your vehicle primarily used for personal, family or household purposes? ..... Yes[X] No[ ]

9. Do you still own or lease your vehicle? ..... Yes[X] No[ ]

DEALER INFORMATION

10. Name: Pritchard Dodge Chrysler Jeep

Address: 304 S. Cayuga Street

City: ITHACA State: NY Zip: 14850

BANK OR FINANCING INSTITUTION (if financed):

11. Name: Chrysler – Presently Paid in Full

Address: _____

City: _____ State: _____ Zip: _____

LEASING COMPANY (if leased):

12. Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Lease Acct#: _____

VEHICLE'S PROBLEM(S)

13. Briefly describe the problem(s) for which you seek a refund or a replacement vehicle:

Numerous problems: 1) Faulty Airbag Sensors - 3x's 2) Sliding door 2-3x's 3) Broken Ke
4) Service Light 3-4x's 5) Constant heavy rattle 5x's 6) rough Idling - vibration - 7x's - continues Today
7) Air Conditioner failure 2x's. 8) Head Lamp pulsing. 9) Headlight turns off when Signal activated.

14. Does the problem(s) for which you seek relief substantially impair the value of the vehicle to you? ..... Yes [X] No [ ]

15. On what date and at what mileage did you **first** report this problem(s) to the dealer or the manufacturer? Date: 11/29/04 Mileage: 3663

16. Does the problem(s) involve a dealer installed option? ..... Yes [ ] No [X]
Specify: _____

BASIS FOR RELIEF SOUGHT: **You must complete at least one of the following three questions (17, 18 or 19). If you have a Motor Home, you must also answer # 20.**

17. **Unsuccessful Repair Attempts**

A. How many repair attempts for the same problem were made within the first 18,000 miles or 24 months, whichever is earlier? #1 7X's - STILL NOT Corrected. (Chrysler + dealer "No more options" - agree there is a problem)
#2 - 5'x's - Heavy rattle - Finally corrected.

B. Give the date, mileage and work order number for each of the repair attempts by an authorized dealer for the same problem.

Problem 1 (Specify) Rough idle and Vibration felt throughout vehicle. Dealer confirms the problem. No solution by Chrysler or dealer.

	Date	Mileage	Work Order #
(1)	6/09-10/05 6/14/05	14,740 ?	59674 STE Parking Lot check + Test drive
(2)	6/23-24/05	14746	59674 STE Parking Lot check by mechanic + Service mgr
(3)	7/27/05 ± 8/03-04/05	? 18,076	61014 STE Vibration confirmed
(4)	8/11/05 8/22 8/25-26/05	? ? 18,550	None Service mgr. called - TALKY with Chrysler ?? Parking lot check by Vibration confirmed by Service manager + writer.

Problem 2 (Specify) Body RATTLE - Heavy Thunking

9/07-15 19789
61957 STE.
Following Chrysler advice "NOT REPAIRABLE

	Date	Mileage	Work Order #
(1)	4/26/05	11,300	58459 STE
(2)	? 5/?/05		Parking Lot + Road Tests. by Service mgr.
(3)	5/04 - 5/26/05	13,924	58740 STE Several in + out visits
(4)	6/08 - 6/27/05	14740	59674 STE Several visits ~~Problem #2 Resolved~~ by maybe 8th visit

Believe Several Many Visits No work order

C. Do you have copies of all relevant work orders?..... Yes [X] No [ ]
(If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.)

D. Did the problem continue to exist at the end of the fourth attempt? Yes [X] No [ ]

18. **Days in Shop for Repairs**

A. How many days was the vehicle out of service due to repairs within the first 18,000 miles or ~~24~~ 12 months, whichever is earlier? 35++ days.

B. List the dates, mileage, and repair order numbers for those repairs:

From: 11/29/04 To: 11/29/04 Days out: 1 Mileage: 3663 Work Order # 54455 STE

From: 12/23/04 To: 1/03/05 Days out: 4 Mileage: 5244 Work Order # 55193 STE

From: 2/09/05 To: 2/09/05 Days out: 1.5 Mileage: 7584 Work Order # 56391 STE

From: 2/16/05 To: 2/22/05 Days out: 3 Mileage: 7765 Work Order # 56549 STE

4/26/05 4/26/05 1.5 11,300 58497 STE

Continued

C. Do you have copies of all relevant work orders?..... Yes [X] No [ ] most many Road Tests + Parking Lot Tests with No work order.
(If yes, attach copies of them. Otherwise, once accepted into the Program, you may request copies from the manufacturer, with the arbitrator's approval, by writing to the Administrator pursuant to Regulation §300.9.)

19. **Refusal to Repair (Note: This question should only be completed if the dealer and the manufacturer refuse to commence repairs.)**

A. Did you first notify the dealer of the problem for which you are seeking this arbitration? ..... Yes [X] No [ ]

B. If yes, what problem(s)? ALL NOTED ON STATEMENT

C. What was the date of notification to the dealer? See Service Records

D. Did the dealer refuse to inspect the vehicle and make whatever repairs were necessary within 7 days of receiving your initial notice of the problem?.. Yes [ ] No [X]

E. If yes, did you notify the **manufacturer** by certified mail, return receipt requested, of such refusal? (Attach copy of notification with proof of mailing.) Yes [ ] No [X]

F. Did the manufacturer fail to make repairs within 20 days of receiving your written notice of the dealer's refusal to repair?..... Yes [ ] No [ ] NA.

18.B. Continued.

5/04/05 - 5/26/05	Days out	4-5	13924	58740 STE	↑ multiple returns
6/09/05 - 6/27/05		5 (?)	14740	59674 STE	
7/07/05 - 7/07/05		.5	16634	60379 STE	
8/03/05 - 8/04/05	4	1.5	18076	61014 STE	↓
8/19/05 - ?		6	?	?	
9/07/05 - 9/15/05		3-4	19789	61957 STE	

Parking Lot and Test drives in Shop Consultation - maybe 15+ visits ?? many phone calls

20. **If Your Complaint Involves a Motor Home:** NA.

A. Did the dealer or manufacturer provide you with a written copy of the special lemon law notification requirements? ..... Yes [ ] No [X]

B. If the answer to (A) is yes, prior to this application for arbitration, did you notify the dealer or the manufacturer, by certified mail, return receipt requested, of a defect or condition that was subject to repair at least 2 times, or that the motor home has been out of service by reason of repair for 21 days, whichever occurs first? (If yes, attach copy of the notification with proof of mailing.) ..... Yes [ ] No [ ]

C. If the answer to both (A) and (B) is yes, was the motor home out of service for a total of at least 30 days (the last 9 days after the notice is given to the manufacturer), or was the motor home in the shop for repairs 3 or more times (the 3rd repair attempt after the notice is given to the manufacturer) for the same problem?..... Yes [ ] No [ ]

HEARING LOCATION

21. Please indicate where you want the arbitration hearing to be held:

[ ] Albany
[ ] Amsterdam
[ ] Auburn
[ ] Batavia
[ ] Binghamton
[ ] Bronx
[ ] Brooklyn
[ ] Buffalo
[ ] Canandaigua
[ ] Carmel
[ ] Catskill
[ ] Cobleskill
[ ] Corning
[ ] Cortland
[ ] Delhi
[ ] Elmira
[ ] Fort Edward
[ ] Geneseo
[ ] Glens Falls
[ ] Goshen
[ ] Hempstead
[ ] Highland
[ ] Hudson
[ ] Ilion
[X] Ithaca
[ ] Jamaica
[ ] Jamestown
[ ] Johnstown
[ ] Lake Placid
[ ] Lower Manhattan
[ ] Lowville
[ ] Lyons
[ ] Malone
[ ] Monticello
[ ] Montour Falls
[ ] New City
[ ] Niagara Falls
[ ] Norwich
[ ] Ogdensburg
[ ] Olean
[ ] Oneida
[ ] Oneonta
[ ] Oswego
[ ] Penn Yan
[ ] Plattsburgh
[ ] Poughkeepsie
[ ] Rochester
[ ] Saratoga Springs
[ ] Schenectady
[ ] Smithtown
[ ] Speculator
[ ] Staten Island
[ ] Syracuse
[ ] Troy
[ ] Upper Manhattan
[ ] Utica
[ ] Waterloo
[ ] Watertown
[ ] Yonkers

TYPE OF HEARING AND RELIEF REQUESTED

22. [X] Oral (in person) [ ] Documents only (if manufacturer agrees)

23. If successful, I wish to receive a:
[ ] full refund [X] comparable replacement vehicle New

A 2005 or 2006 Chrysler Van - New - in exchange for this problem vehicle
We love this mini van !!

PREVIOUS ARBITRATION

24. A. Did you participate in any previous arbitration for the same problem(s) for which you now seek arbitration?..... Yes [ ] No [X]

B. If yes, what was the name of the Program? _____

C. Did you accept the decision of the arbitrator? ..... Yes [ ] No [ ]

D. Did the manufacturer comply with the decision?..... Yes [ ] No [ ]

E. Date of Decision: _____ (attach copy of decision)

SIGNATU[redacted]ate: October 10, 2005

CNS 006 (5/05)

[redacted]

Ithaca, NY [redacted]

[redacted]

0000

48321

U.S. POSTAGE
PAID
TROY, PA
16947
OCT 20, '05
AMOUNT
$4.65
00011393-03

DaimlerChrysler Motors Corporation
Customer Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004

48321+8004-04 8198

FYI - in the event
Customer Affairs wishes
to resolve this prior to
Arbitration - Thank you - John Sterling

[redacted]
Ithaca, NY [redacted]
October 16, 2005

Re: 2005 Chrysler "Stow and Go" Town and Country Minivan
Vin #2C8GP54L85R[redacted] delivery date September 17, 2004

To: Whom it may concern

This was to be our first "new" car in 15 years, ordered to our specifications from hometown dealer who cares for each customer – and we love it.
Special for our Chrysler Town and Country Minivan, is its convenience, comfort and handling. However, as repair records indicate below, this vehicle ***is in (nearly) constant need of repair.*** Service and personal records indicate about 20 different visits (for 1-4 days each) since purchase 11 months ago. Unfortunately, we didn't make note of telephone calls and "stop by" conversations, inspections and road testing with dealer personnel, but available service records should be ample evidence of unusually heavy time and activity prior to actual service.

Below are documented problems and repairs to date

Major repair problems

1) Defective Airbag Sensors – 4 X's including return visits for installation of ordered replacements, one replacement also defective. (Problem corrected)

2) External Rattle – 7 X's with several parts moved or replaced until defective rear shocks were replaced. We tolerated that thumping rattle for 4 months. (Problem finally corrected)

3) Air conditioning – 2 X's A leak was detected in the system. (Problem appears corrected – need warm weather and time to be sure)

4) Rough Idling – Many service visits. This problem has existed for several months, but due to the rattle problem (#2 above) was not reported to service until June 9th and continues to this day. Service has talked with Chrysler several times and the most recent service options recommended by Chrysler has not resolved problem. (Problem continues).

5) While on daytime driving lights, and a turn signal is activated, the headlight on the turning side turns off. Chrysler has advised our dealer that is normal. A police officer recently observed that headlamp out and insisted that was not usual since all functional lights are to be illuminated during operation.

6) While on Long Island last week, the power steering malfunctioned for about a block of city driving. I have not reported this incident to dealer service.

FYI - in the event
Customer Affairs wishes
to resolve this prior to
Arbitration - Thank you - John Sterling

[redacted]
Ithaca, NY [redacted]
October 16, 2005

CUSTOMER RELATIONS

OCT 2 4 2005

RECEIVED

Re: 2005 Chrysler "Stow and Go" Town and Country Minivan
Vin #2C8GP54L85R[redacted] - delivery date September 17, 2004

To: Whom it may concern

This was to be our first "new" car in 15 years, ordered to our specifications from hometown dealer who cares for each customer – and we love it.
Special for our Chrysler Town and Country Minivan, is its convenience, comfort and handling. However, as repair records indicate below, this vehicle ***is in (nearly) constant need of repair.*** Service and personal records indicate about 20 different visits (for 1-4 days each) since purchase 11 months ago. Unfortunately, we didn't make note of telephone calls and "stop by" conversations, inspections and road testing with dealer personnel, but available service records should be ample evidence of unusually heavy time and activity prior to actual service.

Below are documented problems and repairs to date

Major repair problems

1) Defective Airbag Sensors – 4 X's including return visits for installation of ordered replacements, one replacement also defective. (Problem corrected)

2) External Rattle – 7 X's with several parts moved or replaced until defective rear shocks were replaced. We tolerated that thumping rattle for 4 months. (Problem finally corrected)

3) Air conditioning – 2 X's A leak was detected in the system. (Problem appears corrected – need warm weather and time to be sure)

4) Rough Idling – Many service visits. This problem has existed for several months, but due to the rattle problem (#2 above) was not reported to service until June 9th and continues to this day. Service has talked with Chrysler several times and the most recent service options recommended by Chrysler has not resolved problem. (Problem continues).

5) While on daytime driving lights, and a turn signal is activated, the headlight on the turning side turns off. Chrysler has advised our dealer that is normal. A police officer recently observed that headlamp out and insisted that was not usual since all functional lights are to be illuminated during operation.

6) While on Long Island last week, the power steering malfunctioned for about a block of city driving. I have not reported this incident to dealer service.

Minor repair problems

1) Sliding doors – Corrected though follow up was required

2) Ignition key plastic connector ring broke in drivers pocket – replaced

3) Pulsing headlights – no observed reoccurrence

4) Repeated lighting of "service engine" warning memo – corrected

Records of Service

I am attaching all records we have on file combined with dealer copies. W***e did not purchase a new car with the idea we would have such a multitude of problems so early records are non-existent.***

Two service records were "held" until ordered parts came in for a return visit for repair. Other diagnostic work was performed in the parking lot or on a test drive with the service manager and/or mechanic and not formally documented, which will be confirmed by Pritchard's service personnel.

Superior Service by our dealership Service Department

It is very important to us for readers to know that Pritchard's Dodge, Chrysler and Jeep in Ithaca, NY have been extremely sensitive and helpful for each and every problem. Carl and Ken and John have each observed the problems and were/are diligent in attempting to correct each problem. Such consistent problems with a new vehicle must be a frustration for them as well as unfair for us.

Resolution

The unreliability of this vehicle as a repair prone vehicle is not only extremely inconvenient to us in substantial loss of time and use, but a bad example for our many friends who know our vehicle as a problem ridden Chrysler product, It has been a very frustrating and disappointing purchase. The problems listed above are due strictly related to the quality of this Chrysler product and its component parts.

The vehicle we purchased as "new" hasn't felt "new" with these constant repairs. We have not had the luxury of driving a "new" vehicle, even though we paid for one. Considering all of this, we still want a NEW "Stow and Go " Town and Country Minivan with the packages we ordered, and do not wish a refund.

We ask Chrysler to promptly replace this vehicle with a 2006 model equipped as ordered for us in exchange for our 2005 model. We would like to experience of driving a more reliable vehicle.

Respectfully submitted

[redacted]

AUTOMOBILE LEMON LAW ATTORNEYS, P.L.L.C.

SEAN D. SOBOLESKI
RONALD J. BOLZ[1]
CHRISTOPHER M. LOVASZ[1]
STEVEN S. TOTH[1]
1 - LICENSED ONLY IN MI & WI

22 SOUTH PACK SQUARE
SUITE 350
ASHEVILLE, NC 28801
(828) 285-8888
FAX (828) 258-0808
(888) 453-6667
FAX (888) 334-8333

www.LemonAuto.com

March 9, 2007

DaimlerChrysler Corporation
Office of General Counsel
Warranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Dodge Caravan
VIN: 1GKEL19W9PB[redacted]

Dear Sir/Madam:

Please be advised that our office represents Mr. [redacted] regarding the above referenced matter. This letter serves as written notice under N.C.G.S.A. § 20-351.1 of our client's intent to file a civil action provided an acceptable settlement is not reached. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. Johnson's 2005 Dodge Caravan (see enclosed copies of repair orders):

DATE	DAYS	/MILEAGE	RO#	COMPLAINT
4/13/06	1	22,033	105079	**Blower:** CS: Blower motor only works on high. (Replaced blower motor and resister)
8/02/06	1	0	107841	**A/C:** CS: AC is fogging up windshield. (Found low on charge, need to recharge, recharged system)

				Brakes: CS: There is a squeak noise after brake is applied and starting back. (Found needing front brake service and rear rotor turning)
8/09/06	1	26,418	107707	**A/C:** CS: AC is fogging up windshield. (No problems found at this time/ AC is operating as designed)
9/27/06	1	29,081	100813	**Electrical:** Dash light bright and dim. (Test drove, could not duplicate)
10/02/06	1	29,301	104266	**Electrical:** CS: Headlamps and tail lamps pulse while driving (Found body control module failed per star, placed parts on order)
11/08/06	1	29,520	109869	**Body Control Module:** CS: Body control module (Replaced module, tested, all operating as designed)
11/30/06	1	29,295	110387	**Headlamp Switch:** CS: Dash lights flicker. (Replaced alternator assembly, replaced headlamp switch assembly)
12/12/06	1	29,295	110635	**Body Electrical:** CS: Headlamps, tailamps, and instrument cluster blink while driving. (Replaced PCM per star and tech center)

On April 12, 2006, Mr. [redacted] purchased the 2005 Dodge Caravan from Tilley's Auto Sales. Mr. [redacted] has submitted the 2005 Dodge Caravan for repairs on at least eight (8) different occasions and vehicle has been out of service for a total of 8 days. The limited written warranty provides that DaimlerChrysler Corporation, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that DaimlerChrysler's inability to repair this vehicle after 8 attempts and that it has been out of service for a total of 8 days is a breach of its warranty and a violation of North Carolina's Lemon Law. As such, Mr. [redacted] respectfully requests that DaimlerChrysler Corporation repurchase the 2005 Dodge Caravan.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very truly yours,

AUTOMOBILE LEMON LAW ATTORNEYS, P.L.L.C.

Sean D. Sobolesk, Esq.

SDS/ds
Encl.

FLORIDA OFFICE – NORTH
2815 Remington Green Cir., Suite 200
Tallahassee, FL 32308

FLORIDA OFFICE – CENTRAL
8270 Woodland Center Blvd.
Tampa, FL 33614

FLORIDA OFFICE – SOUTH
15876 Southwest 56th St., Suite 476
Miami, FL 33175

MASSACHUSETTS OFFICE
25 Burlington Mall Rd., Suite 300
Burlington, MA 01803

MICHIGAN OFFICE
22260 Haggerty Rd., Suite 250
Northville, MI 48167

NORTH CAROLINA OFFICE
4030 Wake Forest Rd., Suite 300
Raleigh, NC 27609

KAHN & ASSOCIATES
L.L.C.

1-888-LEMONS-1
(1-888-536-6671)
Fax 1-888-868-6671
www.kahnandassociates.com

CORPORATE HEADQUARTERS
55 Public Square, Suite 650
Cleveland, OH 44113
P (216) 621-6101
F (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

NEW JERSEY OFFICE
J.D. Narula, Esq.*
2001 Route 46
Waterview Plaza, Suite 310
Parsippany, NJ 07054
*Licensed in New Jersey

PENNSYLVANIA OFFICE – WEST
1751 Lincoln Hwy.
North Versailles, PA 15137

PENNSYLVANIA OFFICE – EAST
1060 First Ave., Suite 400
King of Prussia, PA 19406

TENNESSEE OFFICE
102 Woodmont Blvd., Suite 200
Nashville, TN 37205

VIRGINIA OFFICE
700 East Main St., Suite 1600
Richmond, VA 23219

11 78928 JR

March 19, 2007

Warranty Litigation
Office of General Counsel
DaimlerChrysler Corporation
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, Michigan 48326-2766

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Grand Caravan**
Date of Purch/Lease:	**August 7, 2004**
VIN:	**2D4GP24R35R**[redacted]
Current Mileage:	**44,000**
Our File No:	**070475LL**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. & Mrs. [redacted] regarding the above-referenced vehicle which was obtained from Tracy Dodge-Chrysler-Jeep (Tracy, CA). Since that time, our clients' vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our clients have been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Seats;
2. Tires;
3. Noises;
4. Engine;
5. Trim/Molding,
6. Paint;
7. Interior;
8. Remote Acess System;

9. Stereo System;

10. Brakes;

11. Suspension;

12. Accesories; and

13. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the California Lemon Law, the Magnuson-Moss Warranty Act and the California Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] are revoking acceptance of the vehicle effective immediately and requesting you comply with paragraph (2) of subdivision (d) of Section 1793.2. Our clients have directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our clients may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO ONE OF OUR LAW OFFICES.[1]

Please contact myself or Stacey Robinson as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our client's possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

Matthew M. Oliveri
Attorney for Samuel and Wendy Kendall

MMO/jc
Enclosures
cc: [redacted] (w/out encls.)

[1]Until this matter is resolved, Mr. & Mrs [redacted] reserve the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

AUTOMOBILE LEMON LAW ATTORNEYS, P.L.L.C.

SEAN D. SOBOLESKI
RONALD J. BOLZ[1]
CHRISTOPHER M. LOVASZ[1]
STEVEN S. TOTH[1]
1 - LICENSED ONLY IN MI & WI

22 SOUTH PACK SQUARE
SUITE 350
ASHEVILLE, NC 28801
(828) 285-8888
FAX (828) 258-0808
(888) 453-6667
FAX (888) 334-8333

www.LemonAuto.com

August 13, 2007

CERTIFIED MAIL NO.: 7007 0710 0005 5346 6355
RETURN RECEIPT REQUESTED
DaimlerChrysler Corporation
Office of General Counsel
Warranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Dodge Caravan
VIN: 2D4GP24R15R108657

Dear Sir/Madam:

Please be advised that our office represents Mr. [redacted] regarding the above referenced matter. This letter serves as written notice under N.C.G.S.A. § 20-351.1 of our client's intent to file a civil action provided an acceptable settlement is not reached. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. [redacted] 2005 Dodge Caravan (see enclosed copies of repair orders):

DATE	DAYS /MILEAGE	RO#	COMPLAINT
4/13/06	22,033	105079	**Air conditioning:** Blower motor only works on high. (Replaced blower motor and resistor.) **Passenger's side door:** Passenger's side door stop missing. (Replaced passenger's side bumper on sliding door.)

Re: [redacted]
August 10, 2007
Page 2

8/02/06	1	0	107841	**Air conditioning:** AC is fogging up windshield. (Found low on charge, recharged system.) **Brakes:** There is a squeaking noise after brake is applied and starting back. (Found needing front brake service and rear rotor turning.)
8/09/06	1	26,418	107707	**Air conditioning:** AC is fogging up windshield. (No problems found at this time/ AC is operating as designed.)
9/27/06		29,081	100813	**Electrical:** Dash lights bright and dim. (Test drove and tested charging system, could not duplicate.)
10/02/06		29,301	104266	**Electrical:** Headlamps and tail lamps pulse while driving (Found body control module failed per STAR. Placed parts on order.)
11/08/06		29,520	109869	**Electrical:** Headlamps and tail lamps pulse while driving. (Replaced body control module. Tested, all operating as designed)
11/30/06	9	29,295	110387	**Electrical:** Dash lights flicker. (Replaced alternator assembly and headlamp switch assembly.)
12/12/06	17	29,295	110635	**Electrical:** Headlamps, tailamps, and instrument cluster blink while driving. (Replaced PCM per STAR and tech center.
1/12/07	12		111315	**Electrical:** Headlamps and dash lights flash. (Found small break in wiring harness causing short. Replaced main engine wiring harness.)
3/2/07	13	32,199	112501	**Electrical:** (Replaced brake light switch.)

11'18428 WL

CALIFORNIA OFFICES
NORTH – San Francisco
CENTRAL – Los Angeles
SOUTH – San Diego

CONNECTICUT OFFICE
Hartford

FLORIDA OFFICES
NORTH – Jacksonville - *Satellite Office*
CENTRAL – Tampa
SOUTH – Miami - *Satellite Office*

INDIANA OFFICE
Indianapolis

MARYLAND OFFICE
Baltimore

MASSACHUSETTS OFFICE
Boston

KAHN & ASSOCIATES
L.L.C.

1-888-LEMONS-1
(1-888-536-6671)
Fax 1-888-868-6671
www.kahnandassociates.com

CORPORATE HEADQUARTERS
55 Public Square, Suite 650
Cleveland, OH 44113
P (216) 621-6101
F (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

MICHIGAN OFFICE
Detroit

MISSOURI OFFICE
St. Louis

NEW JERSEY OFFICE
Kenneth C. Ho, Esq.*
Newark
*Licensed in New Jersey

NORTH CAROLINA OFFICE
Raleigh

PENNSYLVANIA OFFICES
EAST – Philadelphia
WEST – Pittsburgh

TENNESSEE OFFICE
Nashville

VIRGINIA OFFICE
Richmond

closed ERP to reopen ERP

RECEIVED
Legal Dept.
APR - 9 2008
Chrysler Motors LLC
West Business Center

JR

April 4, 2008

VIA FIRST CLASS U.S. MAIL

Chrysler, LLC
Warranty Litigation
Office of General Counsel
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, MI 48326-2766

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
APR 08 2008
1st class
BY SA MAIL/REG. AGENT/SEC. OF STATE/PROC. SERVER

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Grand Caravan**
Date of Purch/Lease:	**August 7, 2004**
VIN:	**2D4GP24R35R**[redacted]
Current Mileage:	**57,660**
Our File No:	**080486LL** [redacted] **V. CHRYSLER**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. & Mrs. [redacted] egarding the above-referenced vehicle which was obtained from Tracy Dodge-Chrysler-Jeep (3460 Naglee Road, Tracy, California 95304). Since that time, our clients' vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our clients have been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Rack and Pinion;
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the California Lemon Law, the Magnuson-Moss Warranty Act and the CaliforniaUniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably

caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] are revoking acceptance of the vehicle effective immediately. Our clients have directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our clients may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact this office as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our clients' possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

Jannine M. Green/HP

Jannine M. Green
Attorney for Lee and Wendy Kendall

Encls.
cc: [redacted] (w/out encls.)

[1]Until this matter is resolved, Mr. & Mrs. [redacted] reserve the right to make appointments to have current and future defects repaired by any authorized dealer of the consumers' choice, especially while the vehicle remains under warranty.

1184104

ROBERT P. STENZHORN[1]
GARY W. LEE[2]
RONALD J. BOLZ[3]
CHRISTOPHER M. LOVASZ[3]
STEVEN S. TOTH[3]
1 - LICENSED ONLY IN VA
2 - LICENSED IN VA & TX
3 - LICENSED IN MI & WI

CONSUMER LEGAL SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

1700 PLEASURE HOUSE ROAD
SUITE 102A
VIRGINIA BEACH, VA 23455
(757) 460-1110
FAX (757) 460-1199

August 27, 2007

Office of General Counsel
Warranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Chrysler Town & Country
VIN: 2C4GP44R45R405785

Dear Sir/Madam:

Pursuant to our recent telephone conversation, I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. and Mrs. [redacted] 2005 Grand Caravan (see enclosed copies of repair orders):

Date	Mileage	Invoice #	Complaint
10/13/06	32,277	733526	**Headlights/Locks:** Headlights are not blinking when unlocking doors.
05/25/07	42,233	748393	**Gauge Display:** Loses all gauges when driving. **Radio/Locks:** Radio will stop, auto locks are inop., and 15mph auto lock is not working.
07/02/07	43,747	302710	**Gauge Display:** Lights flicker on the dash and while driving more than 30 mins. Will go completely out.
07/13/07	44,121	303996	**Gauge Display/Radio/Headlights:** Dashlights are flickering, the radio and headlights go out.

3000.14752 — Jayne

On March 11, 2006, Ms. [redacted] purchased the 2005 Chrysler Town & CountryEnterprise Leasing of Norfolk. (see enclosed copy of the Motor Vehicle Purchase Contract). Ms. [redacted] has submitted the 2005 Town & Counrty for defects on at least four (4) different occasions. The limited written warranty provides that DaimlerChrysler Corporation, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Chrysler's inability to repair this vehicle after 4 attempts is a breach of its warranty and violation of the Virginia Lemon Law. As such, Ms. [redacted] respectfully requests that DaimlerChrysler Corporation repurchase the 2005 Town & Country.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

CONSUMER LEGAL SERVICES

Gary W. Lee, Esq.

GWL/dr

Encl.

cc: Client

CALIFORNIA OFFICES
NORTH – San Francisco - *Satellite Office*
CENTRAL – Los Angeles
SOUTH – San Diego - *Satellite Office*

CONNECTICUT OFFICE
Hartford

FLORIDA OFFICES
NORTH – Jacksonville - *Satellite Office*
CENTRAL – Tampa
SOUTH – Miami - *Satellite Office*

INDIANA OFFICE
Indianapolis

MARYLAND OFFICE
Baltimore

MASSACHUSETTS OFFICE
Boston

MICHIGAN OFFICE
Detroit

MISSOURI OFFICE
St. Louis

NORTH CAROLINA OFFICE
Raleigh

NEW JERSEY OFFICE
Kenneth C. Ho, Esq.*
Newark
**Licensed in New Jersey*

PENNSYLVANIA OFFICES
EAST – Philadelphia
WEST – Pittsburgh - *Satellite Office*

TENNESSEE OFFICE
Nashville

TEXAS OFFICES
Austin - *Satellite Office*
Dallas
Houston - *Satellite Office*
San Antonio - *Satellite Office*

VIRGINIA OFFICE
Richmond

KAHN & ASSOCIATES
L.L.C.

Phone: 1-888-LEMONS-1 (536-6671)
Fax: 1-888-868-6671
www.KahnandAssociates.com

CORPORATE HEADQUARTERS
55 Public Square • Suite 650 • Cleveland, Ohio 44113
Phone: (216) 621-6101 • Fax: (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

1193466

June 23, 2008

VIA FIRST CLASS U.S. MAIL

Chrysler, LLC
Warranty Litigation
Office of General Counsel
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, MI 48326-2766

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Grand Caravan**
Date of Purch/Lease:	**March 2, 2005**
VIN:	**2D4GP44LX5R**[redacted]
Current Mileage:	**60,000**
Our File No:	**080816LL /**[redacted] **CHRYSLER**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. & Mrs. [redacted] regarding the above-referenced vehicle which was obtained from Colonial Dodge, Inc. (24211 Gratiot Ave.P.O. Box 617, Eastpointe, Michigan 48021). Since that time, our clients' vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our clients have been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Brakes;
2. Engine;
3. Steering;
4. Electrical System;
5. Noises;
6. Doors;

7. Wiper / Washer System;

8. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Michigan Lemon Law, the Magnuson-Moss Warranty Act and the Michigan Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our clients to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] are revoking acceptance of the vehicle effective immediately. Our clients have directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our clients may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact this office as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our client's possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

Melissa Zaitonia/CB

Melissa Zaitonia
Attorney for Joseph and Corey Briggs

Encls.
cc: [redacted] w/out encls.)

---

[1]Until this matter is resolved, Mr. & Mrs. [redacted] reserve the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

1174194

CALIFORNIA OFFICE – NORTH
25 Tamalpais Ave.
San Anselmo, CA 94960

CALIFORNIA OFFICE – SOUTH
4565 Ruffner St., Suite 107
San Diego, CA 92111

CONNECTICUT OFFICE
2991 Dixwell Ave., Suite B-11
Hamden, CT 06518

DELAWARE OFFICE
1220 N. Market St., Suite 300
Wilmington, DE 19899

KAHN & ASSOCIATES
L.L.C.

1-888-LEMONS-1
(1-888-536-6671)
Fax 1-888-868-6671
www.kahnandassociates.com

CORPORATE HEADQUARTERS
55 Public Square, Suite 650
Cleveland, OH 44113
P (216) 621-6101
F (216) 621-6006

INDIANA OFFICE
706 Merrillville Rd.
Crown Point, IN 46307

MARYLAND OFFICE
414 Branch Dr.
Silver Spring, MD 20901

MASSACHUSETTS OFFICE
841 Main St.
Tewksbury, MA 01876

MISSOURI OFFICE
12122 Tesson Ferry Rd., Suite 101
St. Louis, MO 63128

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

October 24, 2006

Warranty Litigation
Office of General Counsel
DaimlerChrysler Corporation
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, Michigan 48326-2766

RECEIVED
OCT 30 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Caravan**
Date of Purch/Lease:	**January 20, 2005**
VIN:	**2D4GP44LX5R**[redacted]
Current Mileage:	**34,287**
Our File No:	**061406LL**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. [redacted] regarding the above-referenced vehicle which was obtained from Expressway Dodge (Evansville, Indiana). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Alignment;
2. Noises;
3. Paint;
4. Molding;
5. Windows;
6. Engine;
7. HVAC System;

CLARK HILL PL
ADR WARRANTY
NOV 02 2006

8. Remote Keyless Entry;

9. Electrical System;

10. Fuel Guage; and

11. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Indiana Lemon Law, the Magnuson-Moss Warranty Act and the Indiana Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. [redacted] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact myself or Kristen Crane, Esq. as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our client's possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

Kevin E. Werner/kc

Kevin E. Werner
Attorney for Gary Burress

KEW/kc
Enclosures
cc: [redacted] (w/out encls.)
061406LL / BURRESS, G. V. DAIMLERCHRYLSER\T:\team50\template\document\00000461.dot

[1]Until this matter is resolved, Mr. [redacted] reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

1211056
KBR

ROBERT M. SILVERMAN[1,2]
CRAIG THOR KIMMEL[1,3]

[1] Member, PA Bar
[2] Member, NJ Bar
[3] Member, DE Bar
[4] Member, NY Bar
[5] Member, MA Bar
[6] Member, MD Bar
[7] Member, OH Bar
[8] Member, MI Bar
[9] Member, NH Bar
[10] Member, CT Bar
[11] Member, TN Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[1,2]
ROBERT A. RAPKIN[1]
MELISSA K. FIALA[1]
ANGELA K. TROCCOLI[1,4]
FRED DAVIS[1]
AMY L. BENNECOFF[1,2]
CHRISTINA GILL ROSEMAN[1,2,8]
RICHARD A. SCHOLER[1]
KATE G. SHUMAKER[1,2]
TARA L. PATTERSON[1]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 26, 2010

VIA FAX ONLY
(248) 512-4201

Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Re: **Edward F. Clark v. Chrysler Group LLC**
Vehicle: 2005 Chrysler Town & Country
Date of Purchase: 09/01/2007
Place of Purchase [redacted] Philadelphia
VIN: 1C4GP45R95B[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Chrysler Group LLC pursuant to the PA Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, P.C.

Chrysler Group LLC
Office of the General Counsel
MAR 05 2010
By Mail/Reg. Agent/
Sec. of State/Proc. Server

RAR\ TDD
cc: Edward F. Clark

TO
Step 2

WL

1183441

LAW OFFICES
DAVID J. GORBERG & ASSOCIATES, P.C.
1234 MARKET STREET
SUITE 2040
PHILADELPHIA, PA 19107-3789

1 (800) MY-LEMON
1 (800) 695-3666

(215) 665-7660
FAX (215) 563-8738

www.MyLemon.com

DAVID J. GORBERG†
DANA LYNN TARQUINI*
TAMMY J. SCHMITT
KIMBERLY A. HOEHING*
LAURA L. APPLEGATE
MARGARET D. ARSENLIS*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054
(856) 797-0703
FAX (856) 983-6123

PITTSBURGH OFFICE
2325 GRANT BLDG.
330 GRANT STREET
PITTSBURGH, PA 15219
(412) 894-9970
FAX (412) 894-9983

August 9, 2007

Daimler Chrysler LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn, MI 48326-2766

RECEIVED
Warranty Group
AUG 16 2007
Office of the General Counsel
DaimlerChrysler Corporation

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
AUG 13 2007
1st cl.
BY MAIL/REG. AGENT/SEC. OF STATE/PROC. SERVER

RE: Our Client: [redacted]
Vehicle: **2005 Dodge Caravan**
Vin #: **1D4GP5R05B**[redacted]

Dear Sir or Madam:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

The Primary non-conformities for which relief is sought include the following:

electrical 4x

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

Very truly yours,

DAVID J. GORBERG

DJG/mk

3000.14496 -C

/3208030

COMMONWEALTH of VIRGINIA

J. Carlton Courter, III
Commissioner

Department of Agriculture and Consumer Services

Division of Consumer Protection
Office of Consumer Affairs

March 9, 2005

RECEIVED
MAR 14 REC'D
SPECIAL INVESTIGATIONS

Daimler Chrysler Corporation
Customer Relations
P.O. Box 21-80-04
Auburn Hill, Michigan, 48321

RE: 500756 Mr. [redacted] vs. Daimler Chrysler Corporation

To Whom It May Concern:

The attached complaint was recently received in this office and appears to involve an area of your concern. Copies of the file are enclosed for your information.

Please inquire into this matter and keep both the complainant and this office informed of your findings, and any actions taken to resolve the complaint. To assist you in responding to this inquiry we have enclosed a business reply form.

We would appreciate your response to this office within ten business days. If you have any questions or need additional information, please contact me either by mail or telephone at 804-786-6627, within Virginia (not within Richmond local calling area) 1-800-552-9963 extension 786-6627.

Sincerely,

Bill Fennell
Investigator
Office of Consumer Affairs

Enclosure

PO Box 1163, Richmond, Virginia 23218
800/552-9963 or 804/786-2042 • Fax: 804/225-2666 • TDD: 800/828-1120 • www.vdacs.state.va.us • Equal Opportunity Employer

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Consumer Complaints

BUSINESS REPLY FORM

RE: 500756 Mr. [redacted] vs. Daimler Chrysler Corporation

Complete Business Name:_____

Business address:_____

City:_____ State:_____ Zip: _____

Telephone:_____ Fax: _____

Business owners name:_____

Name, address and telephone number of person to contact for additional information, if necessary:

_____

Please state your position, giving action taken or planned. Continue on the back if needed, with this reply include any additional documentation necessary to respond to the complaint.

Please return completed form to:

Bill Fennell
Virginia Department of Agriculture
and Consumer Services
Office of Consumer Affairs
P.O. Box 1163
Richmond, VA. 23218

Signature:_____

Title:_____

Date:_____

MAR - 1 2005

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
OFFICE OF CONSUMER AFFAIRS
OFFICIAL CONSUMER COMPLAINT FORM

(Revised SEP 2004)

SECTION 1 - Your Information

Mr. Mrs. Ms.	Last name		Mid. Initial
Mr.	[redacted]	[redacted]	

Mailing address	Apt. or suite number
[redacted]	

City	State		Country, if not US
Bland	VA	[redacted]	

Home number, including area code	Work number, including area code	Fax number, including area code
[redacted]		( )

City or county of residence	Your e-mail address
BLAND	

If necessary, should we contact you at home, work or by e-mail?	If necessary, best time to reach you between 8AM and 5PM?
Home	

SECTION 2 – Name of Company Against Which You Are Complaining

Full name of company			
Dodge, Chrysler Corporation			
Mailing address			Office or suite number
P.O. Box 21-8004			
City	State	Zip code	Country, if not US
Auburn Hill Michigan		48321-8004	
Company's Internet address (URL)			
Telephone number incl. area code	Fax number, including area code		
(800) 992-1997	( )		

SECTION 3 - Complaint Information

Type of product, item, or service involved		Date of purchase, service, contract, etc	
Manufacturer or brand		Model	
Serial number			
Did you sign a contract or a lease? Yes [ ] or No [ ]	If yes, please indicate the following:	Starting date:	Expiration date:
Total amount paid	Total amount in dispute:	How was payment made? (cash, credit card, check)	
Did you buy an extended service contract? Yes [ ] or No [ ]	If yes, name of company responsible for extended service contract or extended warranty		

SECTION 4 – Additional information for MOTOR VEHICLE complaints

Type of vehicle (automobile, boat, motorcycle, etc)	Did you buy it new or used?	For personal or commercial use?
Automobile	New	Personal

Manufacturer, make or brand	Model	Year
Dodge	Caravan	2005

Vehicle Identification Number [redacted]
1D4GP24R25B

- **For complaints involving the purchase or lease of a motor vehicle:**

Did the dealer arrange the financing? Yes [✓] or No [ ]	If yes, name of bank, financial institution, or loan company
	Household Finance

- **For complaints involving repairs or service to a motor vehicle:**

Type of repairs or service performed: (Air conditioner, brakes, muffler, oil change, transmission, etc.)
Head Lights

Before any work was performed, did you ask for and receive a written copy of the cost estimate? Yes [ ] or No [✓]

Did you authorize any changes to the original estimate? Yes [ ] or No [✓] If yes, provide details on the next page

Were the completed repairs different from what you had authorized? Yes [ ] or No [ ] If yes, provide details on the next page

For official use only. Complaint Number: ____

(Continued)

SECTION 5 - Full Description of Complaint - Use additional sheets if necessary

Head Lights go out while Driving, have been in Shop 4 time now. Cannot guarantee me they will Not go out again. My wife and Kids ~~to~~ Ride This vehicle, They no Longer Trust it, So why Should I Pay For something That is A Death Trap. They Keep it A week or Two, and Then Tell us To Try it, we Feel That it is Not Safe To be on The Road.
The vehicle is At Ramey Chevrolet Inc. Rt. 19 + 460 East P.O. Box 100 Tazewell VA 24651 Telephone 276 988-6526

(Use additional sheets if necessary)

SECTION 6 - Resolution Attempts You Have Made

Have you contacted the company? Yes [✓] or No [ ]	If yes, name of person most recently contacted	[redacted]
Results: None		
What resolution would you consider mutually fair? Pay off Vehicle or Replace Vehicle		
List any other organizations you have contacted (i.e. Other consumer protection offices, Better Business Bureau, etc)		
Do you have an attorney in this case? Yes [ ] or No [✓]	If yes, name of your attorney	Attorney's number, incl. area code ( )
Has your complaint been heard or is it scheduled to be heard in court? Yes [ ] or No [✓] If yes, where and when?		

SECTION 7 – Disclaimers and Affidavits

- The information requested on this form and on any subsequent requests for additional information are subject to the Virginia Government Data Collection and Dissemination Practices Act, Va. Code Section 2.2-3800 et seq.
- All information provided to this Office is available for public inspection under the Virginia Freedom of Information Act, Va. Code Section 2.2-3700 et seq., except in the case of ongoing investigations. Closed complaints will be retained for three years after closure and then destroyed.
- By signing this form, you authorize the Office of Consumer Affairs and any other local, state or federal agencies to which we may refer your case, to evaluate your complaint, to contact you and to take whatever lawful actions are deemed appropriate in your case.
- By signing this form, you certify that the statements made herein or on any attached documentation are true and complete to the best of your knowledge, information and belief.

Signature: [redacted] Date: 3·3·05

Mail to Office of Consumer Affairs, 1100 Bank St., Suite 100, Richmond, VA 23219 or fax to (804) 225-2666

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
P.O. BOX 1163
RICHMOND, VIRGINIA 23218

RICHMOND
MAR-9'05
VA
U.S.POSTAG
0.37

Daimler Chrysler Corporation
Customer Relations
P.O. Box 21-80-04
Auburn Hill, Michigan, 48321

48321+8004 98

Chernosky LAW OFFICES

24099 Stonehedge Dr.
Westlake, Ohio 44145
Phone: (440) 212-9024

davechernosky@yahoo.com

VIA FIRST CLASS U.S. MAIL

February 21, 2008

Chrysler LLC
1000 Chrysler Drive
CIMS 485-276
Auburn Hills, Mi 48326-2766

Re:	**Revocation of Acceptance**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Grand Caravan**
VIN:	**2D4GP24R65R**[redacted]
Current Mileage:	**37,000**
Our File No:	**08001**

Dear Sir or Madam:

This office has been retained by [redacted] regarding the above-referenced vehicle. Our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Electrical System
2. Cruise Control
3. Suspension
4. Seat belt
5. Tire Wear
6. Headlights
7. Air Bag System
4. Overall Drivability
5. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Ohio Lemon Law, the Magnuson-Moss Warranty Act and the Ohio Uniform Commercial Code. Furthermore, our client has lost confidence in this vehicle's integrity.

Mr. [redacted] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. Please do not contact our client under any circumstances and direct all inquiries to our office.

If you wish to resolve this matter or discuss your position please contact this office as soon as possible. Depending on the circumstances, we may begin preparing an arbitration application immediately. If we do not hear anything from you, we will begin preparing to file a formal legal proceeding in the near future.

With Regards,

David J. Chernosky
Attorney for [redacted]

July 17, 2008

Chrysler LLC
Warranty Litigation
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Doan Dodge
3975 Ridge Road west, Suite A
Rochester, NY 14626

RE: **2005 Dodge Grand Caravan**
VIN: **2D4GP44L55R**[redacted]

To Whom It May Concern:

I am writing to inform you that Chrysler LLC and Doan Dodge have violated several consumer laws. You have one more chance to fix this vehicle.

On or about 03/10/2005, you sold me a defective 2005 Dodge Caravan that has been in for repairs more than 17 times. My vehicle has been in for repairs because of A/C, airbag, engine and driveability problems.

Because you have sold me a defective vehicle, I have suffered damages and I am demanding that Chrysler LLC and Doan Dodge repurchase my vehicle and refund me all of my costs and expenses. I am providing you with the opportunity to make a written offer of settlement of this claim within 30 days. If you fail to make a good faith offer of settlement in response to this request, and I institute legal action, a court may award me double or triple damages, attorney's fees and costs.

I look forward to hearing from you. I may be reached at: [redacted] Rochester, NY [redacted]

Sincerely,

Ms. [redacted]

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

Ohio Office
3 Summit Park Drive Suite 100
Independence, Ohio 44131
www.krohnandmoss.com

Writer's Direct Number
(216) 901-0609 x213
Writer's Direct Facsimile
(866) 425-3459
Writer's Direct E-Mail
pcozmyk@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice
Only in:

Ohio

June 22, 2006

VIA FACSIMILE (248) 512-4201

DaimlerChrysler Corporation
ATTN: Legal Department
485-13-32
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RE: [redacted] **v. DaimlerChrysler Corporation**

Vehicle:	2005 Dodge Caravan
VIN:	1D4GP45RX5B[redacted]
Our File No.:	O061669H

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective transmission as evidenced by excessive vibration while changing gears and driving and the vehicle jerking while shifting;

2. Defective electrical system as evidenced by failure of the headlights; and

3. Any additional complaints made by our clients, whether or not they are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will

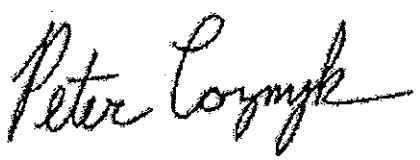
be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients merely request a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



Peter Cozmyk
Attorney at Law

PJC/vab
cc: [redacted]

BUCKINGHAM, LUCAL, MCGOOKEY & ZEIHER, CO. L.P.A.

ATTORNEYS AT LAW

W. Zack Dolyk
E-mail: wzdolyk@buckinghamlaw.com

1513 State Route 60
Vermilion, Ohio 44089
440-967-6136
Fax 440-967-8541
Toll Free 800-410-0414

October 19, 2006

Mr. Gary A. Panteck
Brunswick Auto Mart, Inc.
3031 Center Road
Brunswick, Ohio 44212

Re: Rejection/Revocation of acceptance of 2005 Chrysler Town & Country
By [redacted]

Dear Gentlemen:

This is to advise you that this office represents Mr. & Mrs. [redacted] regarding their rejection and/or revocation of acceptance of a 2005 Chrysler Town & Country, VIN # 204GP54L55R[redacted] that they purchased from Brunswick Auto Mart, Inc..

Our clients have had serious problems with the vehicle since its purchase. Specifically, the [redacted] have had the vehicle in for service at Liberty Chrysler, Dodge, Jeep Vermilion for a variety of problems. However, the biggest concern is that the air bag sensor light keeps coming on indicating that the air bag will not deploy in an accident. Obviously this defect substantially impairs the use, safety and value of the vehicle to our clients. The vehicle does not conform to the express warranty of the manufacturer. The [redacted] have given Chrysler the opportunity on five separate occasions to fix just this one defect and the dealership has failed to repair same. As a result of this defect and others, my clients have suffered great expense, inconvenience and aggravation. Enclosed you will find copies of the invoices for the subject repairs.

By this letter my clients hereby reject and/or revoke their acceptance of this vehicle and demand that all money be returned to them that they have paid towards its purchase, including but not limited to finance charges, incidental and consequential damages, deductibles paid to the

dealership in the course of its seeking to repair the vehicle and all other sums to which they are entitled.

Please instruct this office as to the time and place that my clients may return the car. Until we receive these instructions, my clients will hold the vehicle and use it to the extent necessary to preserve and to protect their security interest in it.

We await your instructions.

Yours truly,

W. Zack Dolyk

WZD/jw
cc: Mr[redacted]

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER

BUCKINGHAM, LUCAL,
McGOOKEY & ZEIHER CO., L.P.A.
ATTORNEYS AT LAW
1513 STATE ROUTE 60
VERMILION, OHIO 44089-1362

One piece of ordinary mail addressed to:
Mr. Gary A. Panteck
Brunswick Auto Mart Inc.
3031 Center Road
Brunswick, OH 44212

PS Form 3817, Mar. 1989

UNITED STATES POSTAGE
00.65 0
10/20/06
MAILED FROM VERMILION, OH 44089

1186450 WL

ROBERT M. SILVERMAN[+*]
CRAIG THOR KIMMEL[+^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[*] Member, OH Bar
[@] Member, DC Bar
[¢] Member, AZ Bar
[£] Member, CO Bar
[¥] Member, VT Bar
[§] Member, MI Bar
[°] Member, RI Bar
[*] Member MI Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 500 Redland Court, Suite 105, Owings Mills, MD 21117, P (410) 998-1119, F (410) 998-9997
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (78[illegible]
PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

JACQUELINE C. HERRITT[+*]
ROBERT A. RAPKIN[+]
HY DAVID RUBENSTEIN[@¢]
BARRY R. WINDERMAN[+]
MELISSA K. FIALA[+*]
IRA P. SMADES[+]
DAVID L. LIBBERMAN[x*¢]
ANGELA K. TROCCOLI[^]
FRED DAVIS[+*]
RONALD ROWLAND[#@]
CHRISTOPHER R. HOLLIDAY[¢*£]
AMY L. BENNECOFF[+*]
MARY T. FOY[+*]
MICHAEL J. SOSKA[+*]
CHRISTINA GILL ROSEMAN[+*]

Of Counsel:
RONNA LUCAS[*]

November 9, 2007

RECEIVED
Warranty Litigation
NOV 14 2007
Office of the General Counsel
Chrysler LLC

Via Certified Mail – Return Receipt Requested
7007 0710 0002 6218 5189

Chrysler LLC
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
NOV 13 2007
CERT
BY St MAIL / REG. AGENT / SEC. OF STATE / PROC. SERVER

Re: [redacted] v. Chrysler LLC
Vehicle: 2005 Dodge Caravan
VIN #: 1D4GP25B85B[redacted]

Dear Madam or Sir:

As you know, this office represents the above-captioned individual for problems she encountered with her 2005 Dodge Caravan. I am attaching her contracts (Exhibit A), repair slips (Exhibit B), and warranty (Exhibit C). As you can see, my client has returned to the dealership for problems with the following: airbag light, struts and bearings, light switch, heater blower, steering shaft, radio and the catalytic converter.

Please let me know if Chrysler LLC is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 14 days while you evaluate my client's claim. If I do not hear from you within the next 14 days, suit will be prepared and filed.

I look forward to hearing from you. Please Contact Craig Thor Kimmel who is working with on the case at 215-540-8888 ext 116 or email ckimmel@lemonlaw.com

Very truly yours,

Christopher R. Holliday

Christopher R. Holliday, Esquire /TR

1000 · 15391 - JW

CRH:tl
Attachment

ROBERT M. SILVERMAN[+,•]
CRAIG THOR KIMMEL[+,^]

[+] Member, PA Bar
[•] Member, NJ Bar
[x] Member, DE Bar
[·] Member, NY Bar
[^] Member, MA Bar
[♦] Member, MD Bar
[*] Member, OH Bar
[@] Member, DC Bar
[¢] Member, AZ Bar
[£] Member, CO Bar
[¥] Member, VT Bar
[§] Member, MI Bar
[°] Member, RI Bar
[#] Member, NH Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 500 Redland Court, Suite 105, Owings Mills, MD 21117, P (410) 998-1119, F (410) 998-9997
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE MASSACHUSETTS OFFICE

4/7 5/7 322 119107 WL ER

New Claim

April 4, 2008

Chrysler LLC
1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766

Re: [redacted]v. Chrysler LLC
Vehicle: 2005 Dodge Grand Caravan
VIN #: 1D4GP24R45B[redacted]

Dear Madam or Sir:

As you know, this office represents the above-captioned individual for problems she encountered with her 2005 Dodge Grand Caravan. I am attaching his contracts (Exhibit A) and repair slips (Exhibit B). As you can see, my client has returned to the dealership for problems with the following: headlights won't turn off while driving.

Please let me know if Chrysler LLC is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 14 days while you evaluate my client's claim. If I do not hear from you within the next 14 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

Craig Thor Kimmel, Esquire

CTK:tl
Attachment

R1

1000 16727 m

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)
5055 Wilshire Blvd Suite 300
Los Angeles, CA. 90036
www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400
Writer's Direct Facsimile
(866) 431-5575
Writer's Direct E-Mail
tfriedman@consumerlawcentor.com

Writer licensed to practice only in:
California
Illinois

July 5, 2006

DaimlerChrysler Corporation
West Business Center
7700 Irvine Center Drive, Suite 400,
P.O. Box 21-8004
Irvine, CA 92618.

RE: [redacted], DaimlerChrysler Corporation
Vehicle: 2005 CHRYSLER TOWN AND COUNTRY-
VIN: 2C4GP44R95R[redacted]
Our File No.: L06056025A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office as such.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective a/c as evidence by a/c not as cold, clicking noise, a/c works intermittently and loud thump on start when a/c on;
2. Defective body as evidence by right front window will not roll down and window intermittently inoperative;
3. Defective brakes as evidence by shimmy when applying brakes at freeway speed, squeaking from brakes and brakes make noise;
4. Defective electrical as evidence by lights control inoperative at times, headlights turn off when driving and illumination of the SES light;
5. Defective suspension as evidence by vibration from front end at highway speeds vibration; and
6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Todd Friedman
Attorney at Law

TF/cc

cc: [redacted]

RECEIVED

APR 28 2006

OWNER RELATIONS

Motor Vehicle Lemon Law Notice

Demand for relief under s. 218.0171, Wisconsin Statutes

Print & complete, or click on first line. Tab to next field. Enter only as much text as will fit on a line.

Pursuant to the Wisconsin Lemon Law, I am notifying Daimler Chrysler (*manufacturer*) of the following:
(check one)

- [x] My vehicle has been made available for repair at least 4 times for the same defect during its first year of warranty.
- [ ] My vehicle has been out of service at least 30 days because of one or more defects during its first year of warranty.

Vehicle make Dodge Model Grand Caravan Year 2005 VIN (17 digits) 2D8GP44L5 R[redacted]

Name and city/state of selling or leasing dealer or leasing company Dodgeland of Wisconsin, Franklin WI

Date of vehicle delivery 10/7/04 Today's date 4/26/06

Name of financial institution that financed/leased vehicle Chrysler Financial account # 1002828407

By providing this information, I authorize the manufacturer to contact this financial institution for financing information needed to calculate a refund. Authorization expires 35 days after the date of this form.

➔ See back for vehicle defect and repair information ←

My vehicle has a defect(s) that substantially impairs its use, value or safety. I demand that the manufacturer give me *one* of the following within 30 days:
(check one)

- [ ] A comparable new vehicle in accordance with the Lemon Law, plus collateral costs
- [x] A refund calculated in accordance with the Lemon Law, plus collateral costs

Description of collateral costs I have incurred in connection with vehicle repairs. (Examples include alternative transportation, towing costs.)_____

Description of non-removable options that have been added to my vehicle after the sale, but not included in the vehicle purchase price. (Examples include sunroof, rustproofing, roof rack, pinstriping, etc.)_____

Description of missing equipment or serious unrepaired vehicle damage. *(Do not include normal wear and tear such as minor dents, scratches, pitted glass, soiled carpets, minor stains or tears.)*_____

I offer to return my vehicle and transfer title after the manufacturer meets my demand for Lemon Law relief.

Owner name [redacted] Co-owner (if any) [redacted]

Address [redacted] Greenfield WI [redacted]

Home phone (optional)_____ Work phone (optio[redacted]

Fax (optional)_____ Owner signature [redacted]

[redacted]

Greenfield, WI

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™

[redacted]

ELM GROVE
APR.26.06
WI

U.S.POSTAGE
04.73
POSTALIA 322544
00000051 64

Daimler Chrysler Motors Corp
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

48321+8004 B15A

CONSUMER[SM]
LEGAL
SERVICES, P.C.
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
CHRISTOPHER A. WINKLER
KARL P. HEIL

www.lemonauto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX: (734) 261-4737

1170095

CLARK HILL PLC
JUN 30 2006

June 22, 2006

RECEIVED
JUN 28 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Office of General Counsel
Warranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Chrysler Town & Country
VIN: 2C4GP54L45R[redacted]

Dear Sir/Madam:

Please be advised that I represent [redacted] in regards to the above referenced matter. Pursuant to our recent telephone conversation, I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. [redacted] 2005 Town & Country (see enclosed copies of repair orders):

Date	Mileage	Invoice #	Complaint
02/01/05	12,668	165573	**STRUCTURAL DEFECT:** Customer states the passenger side slider is inoperative; **ELECTRICAL DEFECT:** Customer states the red air bag light is illuminated on the dash; customer states at times the headlights will not turn on
02/17/05	13,424	166373	**STRUCTURAL DEFECT:** Customer states the passenger side slider is inoperative; **ELECTRICAL DEFECT:** Customer states the air bag light comes on

921 28TH STREET S.E.
GRAND RAPIDS, MI 49508
(616) 452-2000
FAX: (616) 452-2021

4680 W. HOUGHTON LAKE DRIVE
HOUGHTON LAKE, MI 48629
(989) 366-1006
FAX: (989) 366-4005

G-6044 S. SAGINAW ST.
GRAND BLANC, MI 48439
(810) 603-2676
FAX: (810) 603-2677

Date	Mileage	Invoice #	Complaint
03/08/05	14,423	167239	**ELECTRICAL DEFECT:** Customer states the air bag light is on; customer states that when turning on the headlights, they don't always seem to come on
02/20/06	33,779	182000	**ENGINE DEFECT:** Customer states vehicle stalled while driving and would not restart; **FRONT END DEFECT:** Customer states there is a clunk in front end; customer states vehicle has no heat, also is low on coolant
02/21/06	33,779	182096	Completed Recall EF01 on heater and a/c tubes
02/21/06	33,779	182101	**FRONT END DEFECT:** Customer states noise in front end; **STRUCTURAL DEFECT:** Customer states driver's side seat trim fell off
02/21/06	33,779	182102	Remove hitch for recall repairs
05/15/06	40,166	185802	**ENGINE DEFECT:** Customer states that the check engine light is coming on, hit a pot hole and bottomed out

On or about July 19, 2004, Mr.[redacted] purchased the 2005 Town & Country from Blue Water Chrysler Dodge Jeep, Inc.. Mr.[redacted] has submitted the 2005 Town & Country for vehicle defects on at least eight (8) different occasions. The limited written warranty provides that DaimlerChrysler Corporation, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Chrysler's inability to repair this vehicle after eight (8) attempts is a breach of its warranty and violation of the Michigan Lemon Law. As such, Mr[redacted] respectfully requests that DaimlerChrysler Corporation repurchase the 2005 Town & Country and pay his attorney fees and costs.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/dla
Encl.

1185199

LAW OFFICES
DAVID J. GORBERG & ASSOCIATES, P.C.
1234 MARKET STREET
SUITE 2040
PHILADELPHIA, PA 19107-3789

1 (800) MY-LEMON
1 (800) 695-3666

(215) 665-7660
FAX (215) 563-8738

www.MyLemon.com

DAVID J. GORBERG†
DANA LYNN TARQUINI*
TAMMY J. SCHMITT
KIMBERLY A. HOEHING*
LAURA L. APPLEGATE
MARGARET D. ARSENLIS*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054
(856) 797-0703
FAX (856) 983-6123

PITTSBURGH OFFICE
2325 GRANT BLDG.
330 GRANT STREET
PITTSBURGH, PA 15219
(412) 894-9970
FAX (412) 894-9983

October 2, 2007

Daimler Chrysler LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn, MI 48326-2766

RE: Our Client: [redacted]
Vehicle: **2005 Dodge Caravan**
Vin #: **1D4GP45R05B**[redacted]

Dear Sir or Madam:

Please be advised this office represents the above individual under any and all of the following claims:

New Jersey's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

The Primary non-conformities for which relief is sought include the following:

Defective suspension system.

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

Very truly yours,

DAVID J. GORBERG

DJG/jm

1000.15050 Jayne

KAHN & ASSOCIATES, L.L.C.
ATTORNEYS AT LAW

Western Pennsylvania Office:
1751 Lincoln Highway
North Versailles, Pennsylvania 15137

Eastern Pennsylvania Office:
1112 MacDade Boulevard
Woodlyn, Pennsylvania 19094

Phone: 888-536-5674

115513

April 25, 2005

Ms. Celia Banks Washington
Blackwell, Igbanugo, P.A.
2401 W. Big Beaver Road
Suite 555
Troy, MI 48084

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Chrysler Town & Country**
Date of Purch/Lease:	**August 13, 2004**
VIN:	**2C4GP54L45R**[redacted]
Current Mileage:	**5,500**
Our File No:	**05324LL**

Dear Ms. Washington:

Please be advised that this office has been retained by Mr. & Mrs [redacted] regarding the above-referenced vehicle which was obtained from Lindgren Chrysler Jeep (Reading, PA). Since that time, our clients' vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our clients have been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Tires;
2. Engine;
3. Doors;
4. Noises;
5. Body;
6. Electrical System;
7. Transmission;
8. Electrical System/Headlights; and
9. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Pennsylvania Lemon Law, the Magnuson-Moss Warranty Act and the Pennsylvania Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our clients to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] is revoking acceptance of the vehicle effective immediately. Our clients have directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our clients may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact this office as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our clients' possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our clients to commence formal legal proceedings.

Sincerely,

David J. Chernosky
Attorney for [redacted]

DJC/np
Enclosures
cc: [redacted] (w/out encls.)
DaimlerChrysler Corporation (w/out encls.)
05324LL / McHENRY, K. & E. V. DAIMLERCHRYSLER\T:\team50\template\document\00000125.dot

[1]Until this matter is resolved, Mr. & Mrs. [redacted] reserve the right to make appointments to have current and future defects repaired by any authorized dealer of the consumers choice, especially while the vehicle remains under warranty.

ROBERT M. SILVERMAN[1,2,3]
CRAIG THOR KIMMEL[1,2]

[1] Member, PA Bar
[2] Member, NJ Bar
[3] Member, DE Bar
[4] Member, NY Bar
[5] Member, MA Bar
[6] Member, MD Bar
[7] Member, OH Bar
[8] Member, DC Bar
[9] Member, AZ Bar
[10] Member, CO Bar
[11] Member, VT Bar
[12] Member, MI Bar
[13] Member, RI Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

JACQUELINE C. HORUTT[1,2]
ROBERT A. RAPKIN[1]
HY DAVID RUBENSTEIN[1,2]
AMY D. COX[1,2]
LOUIS DOBI, JR.[1,2]
HILARY WHEATLEY TAYLOR[1,2]
DARRY R. WINDERMAN[1]
MELISSA K. FIALA[1,2]
IRA P. SMADBS[1]
DAVID L. LIEBERMAN[1,2,3]
ANGELA K. TROCCOLI[1]
FRED DAVIS[1]
ANNE WARD[1,2]
RONALD ROWLAND[1,2]
CHRISTOPHER R. HOLLIDAY[1,2,3]
AMY L. BENNECOFF[1,2]
MARY T. FOY[1,2]
MICHAEL J. SOSKA[1,2]

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St. Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

June 6, 2007

VIA FAX ONLY
313-965-8252

DaimlerChrysler Company, LLC
Clark Hill
500 Woodward Avenue
Suite 3500
Detroit, MI 48226

RECEIVED
Warranty Group
JUN 06 2007
CH
Office of the General Counsel
DaimlerChrysler Corporation

Re: [redacted]**v. DaimlerChrysler Company, LLC**
Vehicle: 2005 Chrysler Town & Country
Date of Purchase: 3/26/2006
Place of Purchase: Village Motors, Millersburg, Ohio
VIN: 2C4GP54L25R[redacted]

Dear Sir/Madam:

In the interest of resolving this matter without litigation, please accept this correspondence and attached documents as a settlement demand for a repurchase of the subject vehicle, plus attorneys' fees in the amount of $1,750.00. We will refrain from filing suit for twenty (20) days while you evaluate this matter.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Hilary Wheatley Taylor

Hilary Wheatley Taylor

WL
1170386
Closed 12/26/06
AC
reopened

CONSUMER LEGAL SERVICES, P.C.

649 N. York Road, Elmhurst, IL 60126
(630) 834-4100 – Office
(630) 834-2196 – Fax
www.LemonAuto.com

Ronald J. Bolz
Mike K. Kim

December 15, 2006

CLARK HILL PLC
ADR WARRANTY
JAN 03 2007

DaimlerChrysler Corporation
1000 Chrysler Drive
CIMS: 485-12-30
Auburn Hills, CA 48326

RE: [redacted]
2005 Dodge Grand Caravan, VIN: 2D4GP44L15R [redacted]

To Whom It May Concern:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased Dempsey Dodge, Chrysler, Jeep, on or about July 5, 2005. Pursuant to the Illinois Uniform Commercial Code and the Federal Magnuson-Moss Warranty Act, (which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies), my client hereby revokes acceptance of the above-referenced vehicle. My client is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle and payment to him of all the monies expended putting him back in the position he was prior to the contract.

My client intends to hold you liable for all other foreseeable damages due to the nonconforming vehicle, including attorneys' fees incurred in enforcing his rights pursuant to 15 USC 2310 (d)(2). Since the date my client took delivery, the vehicle has been in for repairs on at least eight (8) different occasions.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with my client concerning his legal claims must be directed through my office. However, pursuant to the warranty, you are still obligated to make any further necessary warranty repairs.

Thank you for your anticipated cooperation.

Very truly yours,
CONSUMER LEGAL SERVICES, P.C.

Mike K. Kim

MKK/jjh

RECEIVED
2 2007
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

2006 DEC 22 AM 10:51
FROM 485-19-30
BY SA
SEC. OF STATE/PROCESS SERVER

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

ROBERT M. SILVERMAN[1,2]
CRAIG THOR KIMMEL[1,2]

[1] Member, PA Bar
[2] Member, NJ Bar
[3] Member, DE Bar
[4] Member, NY Bar
[5] Member, MA Bar
[6] Member, MD Bar
[7] Member, OH Bar
[8] Member, DC Bar
[9] Member, AZ Bar
[10] Member, CO Bar
[11] Member, VT Bar
[12] Member, MI Bar
[13] Member, RI Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. KERRITT[1]
ROBERT A. RAPKIN[1]
HY DAVID RUBENSTEIN[1,2]
AMY D. COX[1]
LOUIS DOBI, JR.[1]
HILARY WHEATLEY TAYLOR[1,3]
BARRY R. WINDERMAN[1]
MELISSA K. FIALA[1]
IRA P. SMADES[1]
DAVID L. LIBERMAN[1,2,3]
ANGELA K. TROCCOLI[1]
FRED DAVIS[1]
ANNE WARD[1,4]
RONALD ROWLAND[1,8]
CHRISTOPHER R. HOLLIDAY[1,2,11]

April 4, 2007

VIA FAX ONLY
313-965-8252

DaimlerChrysler Corporation
Clark Hill
500 Woodward Avenue
Suite 3500
Detroit, MI 48226

Re: Mr. [redacted] v. DaimlerChrysler Corporation
Vehicle: 2005 Dodge Caravan
Date of Purchase: 6/1/2006
Place of Purchase: Frederick Dodge
VIN: NONE

Dear Sir/Madam:

Please be advised that this office represents the above individual against DaimlerChrysler Corporation pursuant to the OH Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

HWT

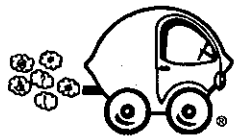
Hilary Wheatley Taylor
KIMMEL & SILVERMAN, PC

HWT\GMC
cc: [redacted]

1149728

AUTOMOBILE LEMON LAW ATTORNEYS, P.L.L.C.

SEAN D. SOBOLESKI
RONALD J. BOLZ[1]
CHRISTOPHER M. LOVASZ [1]
STEVEN S. TOTH [1]
STEVEN G. STANCROFF [2]
MARK P. ROMANO [1]
[1] LICENSED ONLY IN MI & WI
[2] LICENSED ONLY IN MI



www.LemonAuto.com

CLARK HILL PLC
JUN 21 2006

22 SOUTH PACK SQUARE
SUITE 350
ASHEVILLE, NC 28801
828-285-8888
FAX 828-258-0808
888-453-6667
FAX 888-334-8333

RECEIVED
JUN 19 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

June 15, 2006

Certified Mail

Office of General Counsel
Warranty Litigation Dept.
1000 Chrysler Drive
CLMS #485-13-32
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Dodge Caravan
VIN: 1D4GP24R65B[redacted]

Dear Sir/Madam:

Please be advised that our office represents the above clients regarding the above referenced matter. This letter serves as written notice under N.C.G.S.A. § 20-351.1 of our client's intent to file a civil action provided an acceptable settlement is not reached. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. and Mrs.[redacted] 2005 Caravan (see enclosed copies of repair orders):

Date	Days	Mileage	Invoice #	Complaint
11/18/04	19	3,460	142223	**STRUCTURAL DEFECT:** Cupholder is broken — No Problem Found
01/18/05	1	7,141	144927	**ENGINE DEFECT:** There is a ticking noise from the engine when it is cold; ; check tires for bubble No Problem Found
03/03/05	36	10,411	146586	**ELECTRICAL DEFECT:** Air bag light is on Bad Clockspring - Replaced
04/07/05	1	13,026	148045	**ELECTRICAL DEFECT:** Head lamp switch is shorted Open Circuit — Replaced Switch
			148025	**ENGINE DEFECT:** There is a skipping and ticking noise when it's cold in the morning — NPF

Date	Days	Mileage	Invoice #	Complaint
07/06/05	1	17,787	151204	**HVAC DEFECT:** Client states she also had a problem with the a/c not cooling ; also complained of a musty smell
09/06/05	1	20,978	153453	**ENGINE DEFECT:** Client states she continued to have problems with noise
11/17/05	6	24,567	156143	**ENGINE DEFECT:** Client states she continues to have problem with noise Ordered multifunction switch SOP Replaced dir switch
			156144	**ELECTRICAL DEFECT:** Turn signal does not cancel out on left turns; **BRAKE DEFECT:** Replaced brake pads and turned rotors
02/01/06	1	28,771	158715	**ENGINE DEFECT:** Engine is skipping Cylinder Misfire Replaced #4 Spark
03/03/06	1	30,664	159715	**ELECTRICAL DEFECT:** Rear window has leak when using washer; **BRAKE DEFECT:** Brakes still making noise; **ENGINE DEFECT:** Rough idle — TSB Checked & repaired new washer hose
04/06/06	1	32,562	160947	**ENGINE DEFECT:** There is a burning smell in the vehicle after driving; **TRANSMISSION DEFECT:** Transmission hesitates in reverse at times
05/11/06	2	34,754	196413	**ENGINE DEFECT:** Customer hears a knocking noise when the van is cold; **TRANSMISSION DEFECT:** There is a rattling noise when accelerating; carpet is mildewy → Replaced Swaybar bushings & Replaced Water Pump

TOTAL DAYS OUT OF SERVICE: 70

On or about September 30, 2004, Mr. and Mrs. [redacted] purchased the 2005 Caravan from Hendrick Dodge-Cary Auto Mall (see enclosed copy of the Retail Installment Contract). Mr. and Mrs. [redacted] has submitted the 2005 Caravan for defects on at least eleven (11) different occasions and has been out of service for a total of 70 days. The limited written warranty provides that DaimlerChrysler Corporation, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Chrysler's inability to repair this vehicle after eleven attempts and has been out of service for a total of 70 days is a breach of its warranty and violation of North Carolina's Lemon Law. As such, Mr. and Mrs. [redacted] respectfully requests that DaimlerChrysler Corporation repurchase the 2005 Caravan.

Pursuant to North Carolina's Lemon Law, I am notifying DaimlerChrysler that my client's vehicle has been in four times for the same defect during the first year. My clients are offering to return their vehicle and transfer title after DaimlerChrysler meets their demand for Lemon Law relief.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

AUTOMOBILE LEMON LAW ATTORNEYS, P.L.L.C.

Sean D. Soboleski, Esq.

SDS/dla
Encl.

CONSUMER℠
LEGAL
SERVICES, P.C.
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
STEVEN G. STANCROFF
CHRISTOPHER A. WINKLER
KARL P. HEIL

www.lemonauto.com

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-2700
FAX: (734) 261-4737

116836

April 28, 2006

Office of the General Counsel
Warranty Litigation Department
CLMS 485-13-32
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RE: [redacted]
2005 Chrysler Town & Country
VIN: 1C4GP45R95E[redacted]

Dear Sir/Madam:

Please be advised that I represent [redacted] in reference to the above matter. Pursuant to our recent telephone conversation, I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to Ms. [redacted] 2005 Town & Country (see enclosed copies of repair orders):

Date	Mileage	Invoice #	Complaint
05/10/05	2,421	538651	**ELECTRICAL DEFECT**: When starting vehicle the doors and liftgate lights come on; speedometer and gas gauge not working properly; remotes not working; ce light is on
07/13/05	5,891	540918	**ELECTRICAL DEFECT**: Vehicle has lost a/c, wipers, headlights, and gauges out
08/18/05	7,870	542058	**ELECTRICAL DEFECT**: Dash gauges, odometer, wipers stopped working, headlights will not shut off

Date	Mileage	Invoice #	Complaint
03/14/06	19,735	547727	**ELECTRICAL DEFECT**: Vehicle has no wipers; all gauges are dead; headlights wont go off; radio would not shut off

On or about March 22, 2005, Ms. [redacted] leased the 2005 Town & Country from Bill Marsh Chrysler Products, Inc. Ms. [redacted] has submitted the 2005 Town & Country for vehicle defects on at least four (4) different occasions. The limited written warranty provides that DaimlerChrysler Corporation, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Chrysler's inability to repair this vehicle after four attempts is a breach of its warranty and violation of the Michigan Lemon Law. As such, Ms. [redacted] respectfully requests that DaimlerChrysler Corporation repurchase the 2005 Town & Country and pay her attorney fees and costs.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

CONSUMER LEGAL SERVICES, P.C.

Ronald J. Bolz, Esq.

RJB/jmc
Encl.

1184330

LAW OFFICES
DAVID J. GORBERG & ASSOCIATES, P.C.
1234 MARKET STREET
SUITE 2040
PHILADELPHIA, PA 19107-3789

1 (800) MY-LEMON
1 (800) 695-3666

(215) 665-7660
FAX (215) 563-8738

www.MyLemon.com

DAVID J. GORBERG†
DANA LYNN TARQUINI*
TAMMY J. SCHMITT
KIMBERLY A. HOEHING*
LAURA L. APPLEGATE
MARGARET D. ARSENLIS*

*MEMBER OF PA AND NJ BARS
†MEMBER OF PA AND NY BARS

NEW JERSEY OFFICE
100 CENTURY PARKWAY
SUITE 305
MT. LAUREL, NJ 08054
(856) 797-0703
FAX (856) 983-6123

PITTSBURGH OFFICE
2325 GRANT BLDG.
330 GRANT STREET
PITTSBURGH, PA 15219
(412) 894-9970
FAX (412) 894-9983

September 7, 2007

Daimler Chrysler LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn, MI 48326-2766

RE: Our Client: [redacted]
Vehicle: **2005 Dodge Caravan**
Vin #: **1D4GP25B05B**[redacted]

Dear Sir or Madam:

Please be advised this office represents the above individual under any and all of the following claims:

Pennsylvania's Automobile Lemon Law Act, Magnuson-Moss Act, Uniform Commercial Code and Unfair Trade Practices Act.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office.

The Primary non-conformities for which relief is sought include the following:

engine/transmission

Kindly confirm receipt of this letter, and have a representative contact our office to discuss this matter at your first convenience.

Very truly yours,

DAVID J. GORBERG

DJG/jc

3000 · 14834 C

1158178 WL

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Indiana, Illinois, Missouri, Ohio, Wisconsin)
5975 West Sunrise Blvd., Suite 215
Sunrise, Florida 33313
www.krohnandmoss.com

Writer's Direct Number
(954) 792-4336 Ext 227
Writer's Direct Facsimile
(866) 431-5576
Writer's Direct E-Mail
aweisberg@consumerlawcenter.com
www.krohnandmoss.com

Writer Licensed to practice
only in:
Illinois
Florida

June 27, 2005

RECEIVED
JUL 6 2005
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

DaimlerChrysler Corporation
ATTN: Legal Department
485-13-32
1000 Chrysler Dr
Auburn Hills MI 48326-2766

RE: [redacted], DaimlerChrysler Corporation
Vehicle: 2005 Dodge Caravan
VIN: 1D4GP45R65B[redacted]
Our File No.: F05029711A

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Florida Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective electrical system as evidenced by inoperable headlights and inoperable power window system;
2. Defective brake system;
3. Defective stereo/sound system; and
4. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My client's repair history clearly shows there was a breach of both written and implied warranties:

> based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given; all collateral charges, finance charges and incidental and consequential damages.

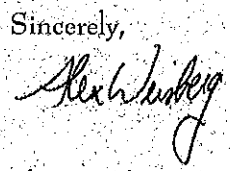
Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my client by your failure to do so.

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Florida Lemon Law and/or the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



Alex Weisberg
Attorney

AW/jw

cc: [redacted]

Luxenburg & Levin LLC
Attorneys at Law

1201239
C. MARSHALL

Direct Dial: 440.364.1869
David@LuxenburgLevin.com

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
MAR 16 2009
1st class
BY [illegible] REG. AGENT/SEC. OF STATE/PRES. SERVER

March 12, 2009

Chrysler, LLC
Attn: Legal Department
485-13-32
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RECEIVED
MAR 16 2009
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

RE: [redacted] v. Chrysler, LLC
Vehicle: 2005 Dodge Grand Caravan
VIN: 2D4GP44LX[redacted]

To Whom It May Concern:

Please be advised I have been retained Ms. Schemer to represent her regarding claims against your company, based upon violation of the Federal Magnuson-Moss Warranty Act. **All future contacts and correspondence should be directed to my attention.**

Ms. [redacted] has brought her vehicle to an authorized Dodge dealership on numerous occasions for non-conformities that have had a substantial effect on the use, value and/or safety of the vehicle. These non-conformities have caused my client to justifiably lose confidence in the vehicle.

Under the Federal Magnuson-Moss Warranty Act, a breach of the written warranty is established by the existence of a defect which the manufacturer of the product has failed to remedy after being afforded a reasonable number of attempts. Furthermore, a breach of the implied warranty of merchantability is established when the product is not fit for the ordinary purpose for which it is used. *McGuire v. American Suzuki Motor Corporation*, 2004 WL 2913952 (7th Dist. 2004).

Based upon the repair history and supporting documentation, there is no question that Chrysler has breached the written and implied warranties which accompanied the purchase of the subject vehicle. Copies of the repair records are enclosed for your review.

Accordingly, you are hereby notified that my client is revoking acceptance of this vehicle. To avoid any litigation, my client has authorized me to demand that you accept the return of the vehicle and refund (1) the full purchase price, including all collateral charges, sales tax, finance charges, license and registration fees, etc.; (2) the down payment; (3) all finance charges; and (4) all incidental and consequential damages. This demand is in addition to payment of her attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. The attorneys' fees at this stage are minimal and my client would prefer to resolve this matter without the need for any more time spent on our part or by your attorneys. A

great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Pursuant to Ohio Rev. Code § 1345.75(A) and 15 U.S.C. § 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

If you wish to resolve this matter amicably, please contact me within 14 days. I have enclosed all of the relevant paperwork to assist you in your decision. Please let me know as soon as possible if you need additional information. Should you fail to contact me, we will be left with no alternative but to commence legal proceedings.

Sincerely,

David B. Levin
Attorney At Law

Enclosures (17 pages)
cc: Ms[redacted] (w/o enclosures)

1192891

1755575

~~1680884~~

Welch Gold & Siegel, P.C.

Attorneys at Law

May 20, 2008

Chrysler, LLC
P.O. Box 21-8007
Auburn Hills, MI 48321-8007

RECEIVED
Warranty Litigation
JUN 06 2008
Office of the General Counsel
Chrysler LLC

Re: [redacted]
2005 Town & Country Minivan
VIN No.: 2C4GP44R65R[redacted]
Our File No.: 414628

Dear Ladies and Gentlemen:

[redacted] recently consulted with Welch, Gold and Siegel, regarding her car as noted above, which she purchased in August or September of 2005.

On many occasions, the lights in her dashboard along with her headlights and radio will blink for one second, go dark for a minute and then come back on. Sometimes the lights will blink repeatedly for approximately one minute. The dealer, Monroeville Dodge, has attempted to alleviate this problem but without success. This is a problem that has occurred with this model before as noted in the database of the National Highway Transportation Safety Administration.

This is to request that you send a representative to the dealer so that he or she can examine Ms. [redacted] car to determine the problem.

Thank you for your prompt attention to this matter.

Sincerely yours,

WELCH, GOLD & SIEGEL, P.C.

T. ANDREW SWAIN, ESQUIRE

TAS/dcg

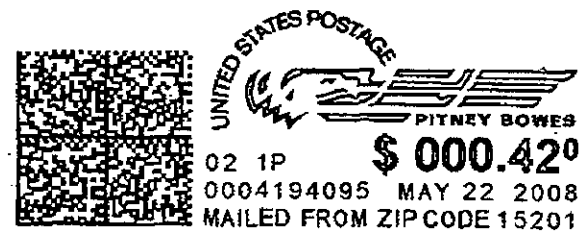
cc: [redacted] Pittsburgh, PA [redacted]
DaimlerChrysler Corporation, 1000 Chrysler Drive, Auburn Hills, MI 48326
Chrysler Service Contracts, P.O. Box 2700, Troy, MI 48007
Chrysler Service Contracts, 3851 Hamlin Road, Rochester Hills, MI 48309

Welch, Gold & Siegel, P.C.
1240 Lawyers Building
428 Forbes Avenue
Pittsburgh, PA 15219
Telephone: 1-800-375-3089
Telephone: (412) 391-7339
Fax: (412) 391-8232

PA

3000 17140 SW

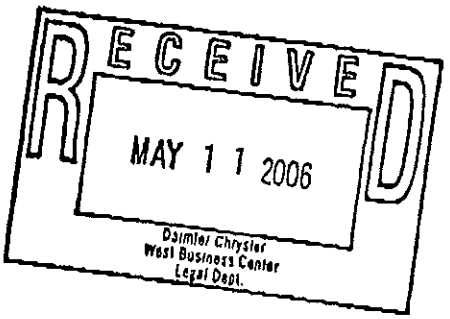
Welch
Gold
& Siegel, P.C.
1240 Lawyers Building • 428 Forbes Avenue
Pittsburgh, Pennsylvania 15219



Chrysler, LLC
P.O. Box 21-8007
Auburn Hills, MI 48321-8007

48321+8007

Law Offices of Michael A. Saunders
1901 First Avenue, First Floor
San Diego, CA 92101
Fax (858) 272-9009
(858) 272-9988



May 10, 2006

VIA CERTIFIED MAIL 7006 0100 0006 4368 9794

DaimlerChrysler
7700 Irvine Center Drive, Suite 400
Irvine, CA 92618

Re: **John Soberano-vs-DaimlerChrysler.**

Our Client: [redacted]
Vehicle: 2005 Dodge Grand Caravan
Date of Delivery: August 14, 2005
VIN: 1D4GP24R95B[redacted]

Dear Sir or Madam:

Please be advised this law firm has been retained by [redacted] to enforce his legal rights regarding the purchase of the above-identified vehicle. The purpose of this letter is to set forth the facts of this case, cite the applicable law and attempt to resolve this matter as quickly and efficiently as possible.

[redacted] purchased his new vehicle from Clippinger Doge in West Covina, California on August 14, 2005. My client was understandably excited about his elegant new Dodge, feeling he had made a quality choice for his driving needs and enjoyment. My client's anticipation and excitement, however, quickly turned to disappointment and frustration due to numerous unsuccessful repair attempts, which have substantially impaired the vehicle to him. This is not what my client was promised nor bargained-for when he purchased his new vehicle.

As you are undoubtedly aware, under the Song-Beverly Consumer Warranty Act, when a motor vehicle is sold with a "substantial, material impairment in use, value and safety" and a reasonable number of attempts have been made to repair the defects, the consumer must be reimbursed or the vehicle replaced, *See* Schreidel v. American Honda Motor Co. (1985) 34 Cal.App.4th 1242; Cal. Civ. Code §1793.22(e)(1).

When my client took possession of the subject-vehicle, there were only 16 miles on the odometer. The car was purchased with a 36,000-mile warranty and falls well within the provisions of the Song-Beverly Consumer Warranty Act. Cal. Civ. Code §1793.22(e)(2); *See* Jenson v. BMW of North America, Inc. (1995) 35 Cal.App.4th 112.

My client purchased his new Dodge for the comfort, safety and reliability, which are the trademarks of owning a new vehicle. When he took possession of his new Grand Caravan, he believed he was getting a new vehicle with all of these attributes. In light of the events since then, however, he feels, in essence, he never had the opportunity to enjoy the pleasure of owning a new vehicle.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of State and Federal law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1) Defective air conditioning system as evidenced by abnormal "HISSING" noises coming from the air conditioner, air conditioner not blowing cold air, air conditioner taking too long to blow cooler air, leaking from compressor and condenser lines, consistently low pressure, defective seals, defective evaporator housing, and defective blend doors;
2) Defective engine as evidenced by illuminated engine light;
3) Defective keyless door entry system as evidenced by failed remote unit;
4) Defective electrical system as evidenced by head lights not turning on intermittently, rear lift gate light coming on intermittently, and defective instrument panels; and
5) Numerous fit and finish flaws.

During the first 18 months and 18,000 miles, this vehicle has been to the shop for warranty repairs on over four (4) separate occasions and has been out of service for repairs for more than 30 days for the aforementioned defects. Accordingly, this vehicle meets the requirements of the Tanner Consumer Protection Act, Cal. Civ. Code §1793.22, which provides:

> It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within eighteen months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, ... **the same nonconformity has been subject to repair four or more times by the manufacturer.** Emphasis added.

As you are well aware, this presumption shifts the burden of proof to the manufacturer. If this case goes to trial, DaimlerChrysler will have to prove, by a preponderance of the evidence, my client did not afford a "reasonable number of attempts" to conform this vehicle to the applicable express warranties.

Based on this extraordinary repair history, my client understandably has lost confidence in this vehicle. As DaimlerChrysler is aware, my client is not required to live with this problematic vehicle and is herein demanding his entitlement under the Song-Beverly Consumer Warranty Act (the "Lemon Law"), Cal. Civ. Code §1790 et seq., which provides:

> If the manufacturer or its representative in this state is unable to service or repair a new motor vehicle... to conform to applicable express warranties after a reasonable number of attempts, the manufacturer shall either promptly replace the new motor vehicle... or promptly make restitution to the buyer... However, the buyer shall be free to elect restitution in lieu of replacement.
>
> (B) In the case of restitution, the manufacturer shall make restitution in an amount equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer installed options... and including any collateral charges such as sales tax, license fees, registration fees and other official fees, plus any incidental damages... including but not limited to reasonable repairs, towing and rental car costs..."

Cal. Civ. Code §1793.2(d)(2) (emphasis added).

The Lemon Law goes on to state:

> (a) Any buyer of consumer goods who is damaged by a failure to comply with an obligation under this chapter or under an implied or express warranty or service contract, may bring an action for recovery of damages and other legal and equitable relief.
>
> (b) If the buyer prevails in an action under this section, the buyer shall be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, determined by the court to have been reasonably incurred by the buyer in connection with the commencement and prosecution of such action.

Cal. Civ. Code § § 1794 (emphasis added).

In light of the facts of this case as applied to the Lemon Law, there is no doubt DaimlerChrysler is obligated to make restitution to my client for the "lemon" which was sold to him. In light of the facts of this case where liability is clear, further denial of your obligations under the Lemon Law can only be described as "willful," triggering the civil penalty provision quoted above.

Clearly, the persistence of the subject-vehicle's various defects, despite the numerous attempts which have been made to repair them, creates the type of problem which constitutes a "substantial, material impairment in the use, value and safety" of my client's vehicle which requires restitution or replacement under Cal. Civ. Code §1791 et seq.

Under the Song-Beverly Act, my client has the choice of taking a replacement vehicle or, if he wishes, he may insist on restitution in this matter. Cal. Civ. Code §1793.2 (d)(2). My client hereby demands restitution for his "lemon" as determined by Cal. Civ. Code §1793.2(d)(2)(B).[1]

Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Please give this demand the serious consideration it deserves. If I do not hear from you, **in writing**, by June 13, 2006, I shall assume DaimlerChrysler is denying its obligations under the law and my client will be left with no choice but to initiate legal proceedings. As I am sure you are aware, under the circumstances, the Song-Beverly Consumer Warranty Act provides a consumer shall be awarded reasonable costs and attorney fees if resort to the court system is necessary.

John Soberano does not seek anything beyond what he should have received in the first instance... fairness on the part of DaimlerChrysler.

Thank you for your anticipated attention to this matter. I trust this will be resolved rapidly.

Very truly yours,

LAW OFFICES OF MICHAEL A. SAUNDERS

Michael A. Saunders

Michael A. Saunders, Esq.
Attorney for John Soberano

[1]Under California Civil Code Section 1793.2(d)(2)(B), the amount of restitution due is "equal to the actual price paid or payable by the buyer, including any charges for transportation and manufacturer installed options, but excluding nonmanufacturer items installed by a dealer or the buyer, and including any collateral charges, such as sales tax, license fees, registration fees, and other official fees, plus any incidental damages."

RECEIVED
MAY 11 2006
DaimlerChrysler
West Business Center
Legal Dept

Krohn & Moss, Ltd.

(Arizona, California, Florida, Illinois, Indiana, Minnesota, Missouri, Nevada, Ohio, Wisconsin, Washington, DC)
Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 x229
Writer's Direct Facsimile
(866) 309-9458
Writer's Direct E-Mail
mantikainen@consumerlawcenter.com

Licensed to practice only in:

Illinois
Wisconsin

January 11, 2007

VIA FACSIMILE (248) 512-4201
with confirmation received

DaimlerChrysler Corporation
ATTN: Legal Department
485-13-32
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RE: [redacted], DaimlerChrysler Corporation

Vehicle:	2005 Dodge Grand Caravan
VIN:	1D4GP24R65B[redacted]
Our File No.:	W0700042I

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against DaimlerChrysler Corporation pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS LIEN.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

a. Defective electrical system as evidenced by inoperable headlamps and illuminated air bag light;
b. Defective body/trim as evidenced by the front passenger door outer molding separating from the vehicle;
c. Defective engine as evidenced by noise and clanking from the engine;
d. Defective transmission as evidenced by whining noise;
e. Defective steering/suspension as evidenced by cracked sway bar bushings; and
f. Any additional complaints actually made, whether contained on your company's invoices or otherwise

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my client has had enough! Because of the inordinate amount of repairs within the applicable warranty period, my client has justifiably lost confidence in the vehicle.

As I am sure you are aware, the Shaken Faith doctrine under the U.C.C. states:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195, 205 (1968).

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects, which were never repaired after a number of attempts, could revoke. See Durfee v. Rod Baxter Imports, 262 N.W 2d 349 (Minn. 1977).

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers' lament in the following manner:

> There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, Thats all, and revoke, notwithstanding the sellers repeated good faith efforts to fix the car Rester v. Morrow, 491 So.2d 204, 210 (Miss. 1986)

My clients repair history clearly shows there was a breach of the written warranty based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the seller-warrantor liable; the buyer is not bound to allow him a second opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603, 608 (Wyo. 1978)

Therefore, you are hereby notified that my client is revoking his acceptance of the vehicle. He has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for his damages.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client needs return of the monies listed above before substitute goods can be acquired In addition, any attempt by you or your agents to repossess the

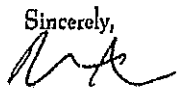
car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Wisconsin Consumer Fraud remedies

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely,



Michael Antikainen
Attorney at law

MA/ll

Ronald L. Burdge
Elizabeth A. Wells

BURDGE LAW OFFICE CO., LPA

Serving Ohio and Kentucky
www.ohiolemonlaw.com
www.kentuckylemonlaw.com

March 14, 2006

VIA FAX ONLY
Ms. Celia Banks Washington, Esq.
Blackwell Igbanugo PA
2401 West Big Beaver, Suite 200
Troy, MI 48084-5253
248.614.8942

Re: [redacted] 2005 Dodge Caravan, VIN No. 1D4GP45R05B[redacted]
Representation and Settlement

Dear Ms. Washington:

I represent [redacted] who purchased a 2005 Dodge Caravan from Key Chrysler Jeep & Dodge, Inc. in Xenia, Ohio on February 16, 2005. Mr. [redacted] paid $0.00 down on the vehicle and had a trade in for which he received a trade in allowance of $4,000.00. The dealer arranged for the financing of the balance with DaimlerChrysler Servs NA LLC in monthly payments of $354.27 which began on March 16, 2005. When the vehicle was purchased, it had 154 miles on it. The vehicle now has about 16,500 miles on it. A copy of the purchase agreement, finance agreement, and a repair summary are enclosed.

Mr. [redacted] has experienced repeated problems, including but not limited to: (1) headlights go out while driving (2 attempts), (2) no start (1 attempt), (3) a grinding noise when turning (4 attempts), (4) "Pining" noise from the engine (4 attempts), (5) a rubbing noise in front (2 attempts), (6) an inoperative window (1 attempt), (7) a wiring problem at the right rear taillight (1 attempt), and (8) a broken right middle outside handle for tilt forward and stow away (1 attempt). The vehicle has been in for service 8 times for at least 8 defects. The vehicle has been out of service by reason of repairs approximately 15 days. At least 1 of the defects is serious enough that it could cause an accident or someone to get hurt.

As you probably know, there are four definitions of a "lemon" under the Ohio Lemon Law. A vehicle is presumed to be a lemon if during the first 12 months or 18,000 miles of vehicle use: 1. there are three or more attempts to fix the same problem and it is not fixed; or 2. the vehicle has been out of service for more than 30 days; or 3. the vehicle has 8 or more substantial defects; or 4. there has been one attempt to fix a defect that is so serious that it may cause death or serious injury and that defect recurs. Here, the lights going out while driving would certainly be considered a defect so serious that it may cause death or serious bodily injury and the vehicle has been in the shop twice for

Ronald L. Burdge
Elizabeth A. Wells

BURDGE LAW OFFICE CO. LPA

Serving Ohio and Kentucky
www.ohiolemonlaw.com
www.kentuckylemonlaw.com

this deadly defect. Further, there have been 4 attempts to fix the engine "pining" noise and the grinding noise at turns to no avail. All of these repair attempts occurred within the first 12 months and 18,000 miles. Clearly what we have here is a lemon.

Regardless of the Ohio Lemon Law, other consumer protection laws generally require that every defect has to be fixed within a reasonable number of attempts and within a reasonable amount of time. We strongly believe that this vehicle's defects were not repaired within a reasonable number of attempts and within a reasonable amount of time.

Also, when a consumer's faith in the reliability of the product, or of the warrantor's ability to live up to their warranty, has been sufficiently shaken, the law can deem that to be a breach of the warranty. We are at that point. Mr[redacted] has lost all trust and confidence in this vehicle and the ability of your dealers to ever fix this vehicle's problems

Although Mr[redacted] has complained repeatedly to one or more of your dealers, I urged him to let me contact you to see if we could get this matter resolved without having to file a lawsuit.

What Mr. Stearns wants is simple: he wants this vehicle replaced with a new one that runs right and his legal costs paid, or alternatively he wants rid of the vehicle, his money back, and his legal costs paid.

Please advise at your earliest convenience. Thank you.

Sincerely,

for RLB

Ronald L. Burdge

RLB:bw
cc: Mr[redacted]
Enclosure: Purchase Order, Finance Agreement, Vehicle Registration, Repair Summary

Z:\dat[redacted]\Settlement\Corr Chrysler Re Representation & Settlement 031406 bw.wpd

1198032

ROBERT M. SILVERMAN[+,*]
CRAIG THOR KIMMEL[+,*]

[+] Member, PA Bar
[*] Member, NJ Bar
[z] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[•] Member, OH Bar
[¥] Member, VT Bar
[§] Member, MI Bar
[¤] Member, RI Bar
[°] Member, NH Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[+,*]
ROBERT A. RAPKIN[*]
MELISSA K. FIALA[*]
IRA P. SMADES[*]
DAVID L. LIBBERMAN[z,*]
ANGELA K. TROCCOLI[°]
FRED DAVIS[+,*]
AMY L. BENNECOFF[+]
CHRISTINA GILL ROSEMAN[+,§]
RICHARD A. SCHOLER[+]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 60 Hartford Pike, P.O. Box 325, Dayville, CT 06241, P (860) 866-8840, F (860) 263-0919
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

new ERP
KR

November 5, 2008

Chrysler LLC
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RE: PRE-LIT PROGRAM
[redacted] V. CHRYSLER LLC
VEHICLE TYPE: CHRYSLER TOWN & COUNTRY
VIN NONE

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with 2005 Chrysler Town & Country. I am attaching the client's contracts and repair slips. As you can see, my client has returned to the dealership for problems with the all dashboard lights inoper., head lights went out.

Please let me know if Chrysler LLC is interested in attempting early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

Robert A. Rapkin

RAR\TDD

PA

3000 18312 S

1173288

FLORIDA OFFICE - NORTH
2815 Remington Green Cir., Suite 200
Tallahassee, FL 32308

FLORIDA OFFICE - SOUTH
1393 S.W. 1 St., Suite 420A
Miami, FL 33135

MICHIGAN OFFICE
5230 Auburn Rd., Suite 300
Shelby Township, MI 48317

NEW JERSEY OFFICE
2001 Route 46
Waterview Plaza, Suite 310
Parsippany, NJ 07054

KAHN & ASSOCIATES
L.L.C.

1-888-LEMONS-1
(1-888-536-6671)
Fax 1-888-868-6671
www.kahnandassociates.com

CORPORATE HEADQUARTERS
55 Public Square, Suite 650
Cleveland, OH 44113
P (216) 621-6101
F (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

NORTH CAROLINA OFFICE
4030 Wake Forest Rd., Suite 300
Raleigh, NC 27609

PENNSYLVANIA OFFICE - WEST
1751 Lincoln Hwy.
North Versailles, PA 15137

PENNSYLVANIA OFFICE - EAST
1112 MacDade Blvd.
Woodlyn, PA 19094

VIRGINIA OFFICE
700 East Main St., Suite 1600
Richmond, VA 23219

September 15, 2006

Warranty Litigation
Office of General Counsel
DaimlerChrysler Corporation
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, Michigan 48326-2766

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Chrysler Town and Country**
Date of Purch/Lease:	**July 24, 2004**
VIN:	**1C4GP45R65B**[redacted]
Current Mileage:	**34,000**
Our File No:	**060973LL**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. & Mrs. [redacted] regarding the above-referenced vehicle which was obtained from Kinston Chrysler Dodge Jeep (Kinston, NC). Since that time, our clients' vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our clients have been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Interior;
2. Windows;
3. Passenger Restraint System;
4. Engine/Engine Light; and
5. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the North Carolina Lemon Law, the Magnuson-Moss Warranty Act and the North Carolina Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our clients to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] is revoking acceptance of the vehicle effective immediately. Our clients have directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our clients may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact me as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our clients' possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our clients to commence formal legal proceedings.

Sincerely,

Donald Bardes
Attorney for Aaron and Penelope Taylor

DB/tr
Enclosures
cc: [redacted] (w/out encls.)
060973LL [redacted] A. & P. V. DAIMLERCHRYT:\team50\template\document\00000225.dot

[1]Until this matter is resolved, Mr. & Mrs. [redacted] reserve the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

118478

CALIFORNIA OFFICES
NORTH – San Anselmo
CENTRAL - Los Angeles
SOUTH – San Diego

CONNECTICUT OFFICE
Hamden

FLORIDA OFFICES
NORTH – Tallahassee
CENTRAL – Tampa
SOUTH – Miami

INDIANA OFFICE
Indianapolis

MARYLAND OFFICE
Baltimore

MASSACHUSETTS OFFICE
Burlington

KAHN & ASSOCIATES
L.L.C.

1-888-LEMONS-1
(1-888-536-6671)
Fax 1-888-868-6671
www.kahnandassociates.com

CORPORATE HEADQUARTERS
55 Public Square, Suite 650
Cleveland, OH 44113
P (216) 621-6101
F (216) 621-6006

PLEASE REMIT ALL CORRESPONDENCE TO CORPORATE HEADQUARTERS

MICHIGAN OFFICE
Northville

MISSOURI OFFICE
St. Louis

NEW JERSEY OFFICE
Scott Glennon, Esq.*
Parsippany
*Licensed in New Jersey

NORTH CAROLINA OFFICE
Raleigh

PENNSYLVANIA OFFICES
EAST – King of Prussia
WEST – North Versailles

TENNESSEE OFFICE
Nashville

VIRGINIA OFFICE
Richmond

June 13, 2007

Warranty Litigation
Office of General Counsel
DaimlerChrysler Corporation
1000 Chrysler Drive, CIMS 485-13-32
Auburn Hills, Michigan 48326-2766

Re:	**Settlement Demand**
Our Client:	[redacted]
Vehicle:	**2005 Dodge Caravan**
Date of Purch/Lease:	**February 6, 2006**
VIN:	**1D4GP45R35B**[redacted]
Current Mileage:	**25,168**
Our File No:	**071015LL**

Dear Sir or Madam:

Please be advised that this office has been retained by Mr. & Mrs. [redacted] regarding the above-referenced vehicle which was obtained from Mike Raisor (Frankfort, Indiana). Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

The vehicle's primary defects and nonconformities include, but are not limited to, the following:

1. Doors;
2. Noise(s);
3. Steering;
4. Tires;
5. Transmission;
6. Dashboard;
7. HVAC; Fuel System;

8. Electrical System/Headlights;

9. Engine/Engine Light; and

10. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Indiana Lemon Law, the Magnuson-Moss Warranty Act and the Indiana Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...," these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that Mr. & Mrs. [redacted] is revoking acceptance of the vehicle effective immediately. Our client has directed us to demand the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Please contact me as soon as possible to discuss resolving this matter. Enclosed please find the purchase documents, all the repair orders in our client's possession and any other documents pertinent to this claim. We would like to be able to reach an amicable agreement within forty (40) days of this letter. However, if this is not possible, we have been directed by our client to commence formal legal proceedings.

Sincerely,

Katie Kawiecki
Attorney for [redacted]

Enclosures
cc: [redacted] (w/out encls.)
071015LL / [redacted] and S. V. DAIMLERCHRYSLER\T:\team50\template\document\00000461.dot

[1]Until this matter is resolved, Mr. & Mrs. [redacted] reserves the right to make appointments to have current and future defects repaired by any authorized dealer of the consumer's choice, especially while the vehicle remains under warranty.

1165462

CONSUMER[SM]
LEGAL
SERVICES, P.C.
ATTORNEYS AND COUNSELORS

BRIAN J. BURKE[1]
REBECCA LETOURNEAUX
RONALD J. BOLZ
[1]Licensed in: IL, PA, NJ, & CA

www.lemonauto.com

649 NORTH YORK ROAD
ELMHURST, IL 60126
(630) 834-4100
FAX: (630) 834-2196
E-MAIL: cls@LemonAuto.com

RECEIVED
FEB 3 2006
Blackwell Igbanugo P.A.

January 31, 2006

RECEIVED
FEB 10 2006
Blackwell Igbanugo P.A.

RECEIVED
FEB 08 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Via First-Class U.S. Mail
Ms. Angela M. Carroll
Blackwell Igbanugo
DaimlerChrysler Warranty Litigation Dept.
2401 W. Big Beaver Road
Suite 555
Troy, Michigan 48084

Re: [redacted]
2005 Dodge Grand Caravan
VIN: 2D4GP44L15R[redacted]

Dear Ms. Carroll:

Pursuant to our recent telephone conversation, we will refrain from filing suit in an effort to resolve this matter prior to litigation. In order for you to evaluate this matter, the following is a detailed summary relative to Ms. [redacted] 2005 Dodge Grand Caravan:

DATE	MILEAGE	INVOICE #	COMPLAINT
02/08/05	5,994	68185 (1)	**Headlights:** Headlights won't come on intermittently [08803601 switch, headlamp and instrument panel-test and replace]
03/08/05	7,328	69101 (2)	**Lamps:** fog lamps inoperable [remove and install switch]
05/05/05	9,848	D2CS722297	**Engine:** check engine light is on [P0138/P0135 02 sensor voltage high, performed heater performance flash update on vehicle, road tested ok]

DATE	MILEAGE	INVOICE #	COMPLAINT
12/01/05	19,926	D2CS729984 (3) parts ordered	**Electrical repair:** while driving headlights went black. Customer played with switch and lights worked, advise. [see history. Tested and found internal problem with BCM. Ordered BCM]
12/14/05	20,389	D2CS730492 return parts (4)	**Headlights:** headlights went black [repair as necessary SOP. Checked and found internal short in BCM. Replaced BCM and Programmed and rechecked. Ok at this time]
01/16/06	20,891	D2CS731602 (6) ordered parts	**Instrument Repair:** headlights keep going black [See history. Go out. Internal in switch if wiggled will bring lights back up. Ordered switch assy. Part on special order].
01/23/06	21,202	D2CS731831 (6) parts in	**Replaced switch:** headlights go out. [SOP switch. Headlight switch shorted. Replaced headlight switch] **Engine:** Check engine lights was on but turned off.

4 repairs

On October 4, 2004, Ms. [redacted] purchased the 2005 Dodge Grand Caravan from Naperville Dodge in Naperville, IL. Ms. [redacted] has submitted the 2005 Dodge Grand Caravan for repair of defects on at least four (4) different occasions.

The limited written warranty and DaimlerChrysler Protection Plan provide that DaimlerChrysler, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is Ms. [redacted] position that DaimlerChrysler's inability to repair this vehicle after so many attempts is a breach of its warranty. For your review, I have enclosed a copy of the repair orders and purchase

contract.

We are hopeful that this matter can be resolved shortly and without resorting to litigation. Thank you for your attention to this matter. I look forward to hearing from you.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Rebecca J. Letourneaux

Enclosures.
RJL

11/2622 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
09/08/2006
Log Number 511459133

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-70
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
ADR WARRANTY
SEP 15 2006

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] vs. DaimlerChrysler Corporation, Dfts.
DOCUMENT(S) SERVED:	Cover Sheet, Notice, Complaint, Verification, Exhibits
COURT/AGENCY:	Court of Common Pleas of Philadelphia County, Pennsylvania, PA Case # 001592
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Plaintiff alleges that a certain 2005 Dodge Grand Caravan, VIN# 2D4GP441 45R[redacted]s defective
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 09/08/2006 at 09:00
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	Robert M. Silverman Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA, 19002 215.540.8888
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 780082092513 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Tyeasha Weaver 1515 Market Street Suite 1210 Philadelphia, PA, 19102
TELEPHONE:	215-563-7760

9/28

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 SEP 12 PM 1:17
BY [illegible] MAIL/PROC. AGENT
SERVE OF STATE/PROCESS SERVER

RECEIVED
SEP 14 2006
WARRANTY GROUP
DAIMLERCHRYSLER CORPORATION

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
AUGUST 2006

PLAINTIFF'S NAME [redacted]	DEFENDANT'S NAME DaimlerChrysler Corporation 001592
PLAINTIFF'S ADDRESS [redacted] Dingmans Ferry, PA [redacted]	DEFENDANT'S ADDRESS c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NO. OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS				
☐ $50,000.00 or less	☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement:	
☐ More than $50,000.00	☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors	
	☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival	
	☐ Other:				

CASE TYPE AND CODE (SEE INSTRUCTIONS)

10 - Contract - Other

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

IS CASE SUBJECT TO COORDINATION ORDER?

Yes	No
☐	☐
☐	☐
☐	☐

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY
Robert M. Silverman

ADDRESS (SEE INSTRUCTIONS)
Kimmel & Silverman, P.C.
30 East Butler Pike
Ambler, PA 19002

PHONE NUMBER
(215) 540-8888

FAX NUMBER
(215) 540-8817

SUPREME COURT IDENTIFICATION NO.
55914

E-MAIL ADDRESS
rsilverman@lemonlaw.com

SIGNATURE

DATE
August 14, 2006

Robert M. Silverman, Esquire
Identification No. 5591
Robert A. Rapkin, Esquire
Identification No. 61629
KIMMEL & SILVERMAN
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT, IF ONE OR MORE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

USTED ESTA ORDENADO COMPARECER EN ARBITRATION HEARING 1880 JFK BLVD. 5TH FL. PHILADELPHIA, PA 19103
TIME: _____
APR 1 3 2007
YOU MUST STILL COMPLY WITH THE NOTICE BELOW
USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

STEPHEN J. CALANDRINO
336 Marcel Drive
Dingmans Ferry, PA 18328

v.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1515 Market Street
Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

ATTEST
AUG 1 5 2006
B7

CIVIL ACTION

AUGUST 2006

001592

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

STEPHEN J. CALANDRINO 336 Marcel Drive Dingmans Ferry, PA 18328 v. DAIMLERCHRYSLER CORPORATION c/o CT Corporation 1515 Market Street Suite 1210 Philadelphia, PA 19103	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Stephen J. Calandrino, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 336 Marcel Drive, Dingmans Ferry, PA 18328.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

BACKGROUND

3. On or about March 29, 2005, Plaintiff purchased a new 2005 Dodge Grand Caravan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2D4GP44L45R299630.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $31,205.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Transmission, Airbag Light On and Heated Seats Inoperable. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

14. Rt. 4 Automall is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about March 29, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

29. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

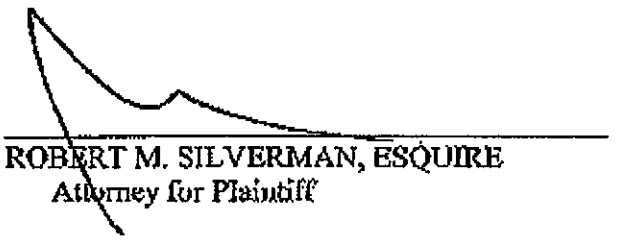
KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.



ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

Retail Order ☐ New ☐ Used ☐ Demo

OF PARAMUS, Inc. 234 ROUTE 17 PARAMUS, NJ 07652 201-845-0700

OF PARARMUS, Inc. AS 315 ROUTE 4 WEST PARAMUS, NJ 07652 201-488-9000

OF ENGLEWOOD 60 FO /OOD PLACE ENGLEWOOD, NJ 07631 201-569-8100

CHRYSLER JEEP 20 KINDERKAMACK RD. WESTWOOD, NJ 07675 201-666-2500

CUSTOMER STEPHEN J DEJINDRINO DATE 03/29/99 STOCK NO. 82885

ADDRESS 335 MARCEL DR DUMMANS FERRY PA 18

RESIDENCE PHONE [redacted] BUSINESS PHONE SALESPERSON LUPETTI, WILLIA

PLEASE ENTER MY ORDER FOR ONE 1999 DODGE MODEL CARAVAN

BODY TYPE PBJ COLOR 12L SERIAL NO. 2D4GP44L5XR299653

INS. CO. ALLSTATE INS POLICY # 9 01 673832 09/09

AGENT ALLSTATE INS AGENCY ALLSTATE INS

PHONE 845-856-1167 FAX

IF A CREDIT SALE REQUIRE INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT MADE A PART OF THIS ORDER.

IF A LEASE COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

THIS NEW VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

X

Price of Unit	28286.00
Additional Equipment (options)	
ADDED CARE	1429.00
GAP INSURANCE	500.00

IF A LEASE THE FOLLOWING APPLY:

*Subject To Primary Lenders Approval.

MONTHLY PAYMENT AMOUNT $

TERM: MONTHS

MILEAGE PER YEAR

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE	30215.65
Less Trade-In	1200.00
AUTO ARMOR window etching - Optional	$119.00
TOTAL TAXABLE AMOUNT	29125.65
State Sales Tax	1747.53
Motor Vehicle Electronic Processing Fee	$7.70
Registration/Title Fee (Estimated)	132.70
Documentary Fee — Administrative Fee $60.50, Clerical Expense $69.50, Document Delivery Fee $69.50	$199.50
NET PAY-OFF ON TRADE-IN	
TOTAL	31205.68
Deposit	500.00
Manufacturer Rebate	1500.00
CASH BALANCE (IF VEHI...	PPROVAL
MONIES (IF VEHICLE IS L...	EPTABLE
FORM OF PAYMENT TO D...	

ALL-STATE LEGAL PLAINTIFF'S EXHIBIT A

IF A NEW VEHICLE SALE OR LEASE . . .
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded, and customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES AND LEASES-DEALER'S OBLIGATION
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (in a sale) to the customer in the event a used vehicle sold/leased and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

/ / X
Date Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)
The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price, if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L.1995, Chpt. 373)

/ / X
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

YEAR 1997 TRADE-IN VALUE 1200.00

MAKE DODGE LESS BALANCE OWED

MODEL CARAVAN NET TRADE-IN ALLOWANCE 120

V.I.N. 1 D 4 G P 4 4 R 3 V R 3 9 8 1

BALANCE OWED TO: GOOD'WILL DATE

ADDRESS

ACCOUNT NO: PER

Customer verifies that the above stated mileage of 150911 in the trade-in vehicle is accurate.

CUSTOMER IGNORES THE ODOMETER OR ODOMETER DISPLAY READING IS TO THE TRADE-IN

Manufacturer Rebate

CASH BALANCE (IF VEHICLE IS PURCHASED) OR UPFRONT MONIES (IF VEHICLE IS LEASED) TO BE PAID IN ACCEPTABLE FORM OF PAYMENT TO DEALER ON DELIVERY.

BALANCE ON DELIVERY

FINAL PRICE INCLUDES ALL MANUFACTURER REBATES

BALANCE OWED TO:

ADDRESS

GOOD TILL DATE

ACCOUNT NO:

PER

Customer verifies that the above stated mileage of 150911 on the trade-in vehicle is accurate.

CUSTOMER CERTIFIES THE ACCURACY OF THE FEDERAL ODOMETER STATEMENT AS TO THE TRADE-IN VEHICLE THAT THE BLOCK IS NOT CRACKED, THE VEHICLE HAS NOT BEEN FLOODED, THERE IS NO WELDER DENT OR REPAIRED FRAME. TITLE WAS NEVER 'BRANDED' OR SUBJECT TO 'LEMON LAWS'. THE EMISSION CONTROL EQUIPMENT, INCLUDING CATALYTIC CONVERTER HAS NEVER BEEN ALTERED OR REMOVED FROM THE VEHICLE. ALL VIN PLATES ARE OF ORIGINAL [illegible] OR REPLACED. [illegible] STOLEN

Date

[redacted]

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARB[redacted] CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION AND HAVE A JURY TRIAL. PLEASE READ IT CAREFULLY PRIOR TO [redacted]ING.

Accepted By:

Date 03/29/0[redacted]

Date 03/29/03 [redacted]

Customer agrees that this Order on the f[redacted]side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE [redacted]n 18 years of age or older and of full legal [redacted]

Accepted By:

Date 03/29[redacted]

[redacted]

THIS OR[redacted]T TO CANCELLATION — DEPOSIT NON-REFUNDABLE

IMPORTANT: READ T[redacted]CONDITIONS ON THE BACK OF THIS ORDER BEFORE S[redacted]

FRANKLIN SUSSEX AUTO MALL INC.
Chrysler Plymouth Dodge Jeep Eagle
ROUTE 23 • BOX 347
SUSSEX, N.J. 07461
(973) 875-3188
FAX: (973) 875-9547

CUSTOMER A/C: 34708
[redacted]
DINGMANS FERRY, PA [redacted]
[redacted]
BUSINESS PHONE

ROGER PERRY 08850 | DATE IN: 3273 | 06/13/05 | DOC: 5183864
[redacted] | MILEAGE: 4,534 | ATLANTIC BL | STOCK NO.
05/DODGE/G/CARAVAN SXT LWB | DELIVERY DATE | DELIVERY MILES
VIN: 2D4GP44L45R[redacted] | PH DEALER NO. | PRODUCTION DATE
F.T. E.NO. | R.O. NO. | 06/13/05
COMMENTS | MILEAGE OUT: 4536

JOB # 1 CUSTOMER REQUESTS EXPRESS LUBE.
PERFORMED EXPRESS LUBE-CHANGED OIL + FILTER,LUBE CHASSIS AS NECESSARY,CHECK + REPLENISH FLUID LEVELS AS NEEDED,PERFORM MULTI-POINT INSPECTION.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	5281090	FILTER EN 9057006	6.93	6.93
JOB # 1	1	47618/2-AC	OIL 5W20 1081090	2.84	2.84
JOB # 1	1	4/61851-AD	OIL 5W20 1081090	12.74	12.74
			JOB # 1 TOTAL PARTS		22.51
			JOB # 1 TOTAL LABOR & PARTS		36.46

JOB # 2 INSPECT TRANSMISSION
C/S WHEN PUTTING TRANSMISSION FROM PARK TO DRIVE IT JAYS BUCK-INTERMITTENT
PERFORMED TRANSMISSION TESTS WHEN SHIFTING FROM PARK TO DRIVE AN ENGAGEMENT IS FELT HYDRAULICALLY.CHECK FOR TSB'S,NONE APPLY,CHECK FOR DTC'S,NONE PRESENT.CHECK FOR ANY ABNORMAL SENSOR READINGS THROUGH DRIVE-NONE PRESENT. LOCATED ANOTHER VEHICLE ON LOT TO COMPARE-WORKING AS PER DESIGN INTENT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # A	EPA	EPA COMPLIANCE CHARGE		2.79
			TOTAL - MISC	2.79

TOTALS

WE HAVE RECEIVED DMCC HIGHEST AWARD "FIVE STAR"
WE ARE BETTER AND WE WILL PROVE IT
THANKS TO ALL OF OUR CUSTOMERS FOR HELPING US TO BE THE BEST WE CAN
YOUR SERVICE TEAM

TOTAL LABOR	13.95
TOTAL PARTS	22.51
TOTAL SUBLET	0.00
TOTAL G.D.G.	0.00
TOTAL MISC CHG	2.79
TOTAL MISC DISC	0.00
TOTAL TAX	2.36
TOTAL INVOICE $	**41.61**

CUSTOMER SIGNATURE

CUSTOMER COPY
[END OF INVOICE] 02:34pm

PLAINTIFF'S EXHIBIT B
ALL-STATE LEGAL

FRANKLIN SUSSEX AUTO MALL INC.
Chrysler Dodge Jeep

ROUTE 23 • BOX 347
SUSSEX, N.J. 07461
(973) 875-3188
FAX: (973) 875-9547

CUSTOMER NO. 34708	ADVISOR JACK H PALMER 56	TAG NO. 1162	INVOICE DATE 06/13/06	INVOICE NO. DOCS20D03	
[redacted]	LABOR HRS 79.00	[redacted]	MILEAGE 25,490	COLOR ATLANTIC BL	STOCK NO.
DINGMANS FERRY, PA [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA			DELIVERY DATE	DELIVERY MILES
	VEHICLE ID. NO. Z D 4 G P 4 4 L 4 5 R [redacted]			SELLING DEALER NO. NPH	PRODUCTION DATE
	F. T. E. NO.	R. O. NO.		R. O. DATE 06/13/06	
[redacted]	BUSINESS PHONE	COMMENTS			MILEAGE OUT NO. 2549

WE HAVE RECEIVED DOCC HIGHEST AWARD
FIVE STAR
WE ARE BETTER AND WE WILL PROVE IT
THANKS TO ALL OF OUR CUSTOMERS FOR
HELPING US TO BE THE BEST WE CAN !!
YOUR SERVICE TEAM

TOTAL LABOR	13.95
TOTAL PARTS	26.56
TOTAL SUBLET	0.00
TOTAL R.O.G.	0.00
TOTAL MISC CHG	2.50
TOTAL MISC DISC	0.00
TOTAL TAX	2.58
TOTAL INVOICE $	45.59

CASH ( ) CHECK ( ) [illegible] ( ) MISC ( )
MASTERCARD ( ) AMEX ( ) DISC ( ) CHARGE ( )

CUSTOMER SIGNATURE

FIVE STAR

SERVICE QUALITY AWARD OF EXCELLENCE

CUSTOMER COPY

[END OF INVOICE] 12-50pm

FRANKLIN SUSSEX AUTO MALL INC.
Chrysler Dodge Jeep

ROUTE • BOX 347
SUSSEX, N.J. 07461
(973) 875-3188
FAX: (973) 875-9547

CUSTOMER NO. 34708	SERVICE JACK H PALMER 56	TAG NO. 1162	INVOICE DATE 06/13/06	INVOICE NO. DOCS20003
[redacted]	UNIT PRICE 79.00 [redacted]	MILEAGE 25,490	COLOR ATLANTIC BL	STOCK NO.
DINGMANS FERRY, PA [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. 2D4GP44L45R [redacted]		SELLING DEALER NO. PPH	PRODUCTION DATE
	P. E. NO.	P. O. NO.	RO DATE 06/13/06	
[redacted]	BUSINESS PHONE	COMMENTS		MO. OUT 2549

OP 1 LUBE/EXPRESS LUBE HOURS TECH(S):10160 WARRANTY
CUSTOMER REQUESTS EXPRESS LUBE
PERFORMED EXPRESS LUBE CHANGED OIL + FILTER.LUBE CHASSIS AS NECESSARY.CHECK & REPLENISH FLUID LEVELS AS NEEDED,PERFORM MULTI POINT INSPECTION

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	5281090	FILTER EN 9067006	6.50	6.50
JOB # 1	1	4761851-AC	OIL 5W20 1081090	20.06	20.06
			JOB # 1 TOTAL PARTS		26.56
			JOB # 1 TOTAL LABOR & PARTS		40.56

OP 2 ZLUZ/MISC INSPECT AND REPORT HOURS TECH(S):10160 WARRANTY
C/S USING TRANS FLUID / INSPECT & REPORT
CHECKED FLUID LEVEL OK CHECKED TRANSMISSION AND TRANS COOLER LINES / NO LEAKS PRESENT / FOUND COOLANT BOTTLE LOW TOPPED OFF FLUID

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

OP 3 ZLUZ/ELECTRICAL HOURS TECH(S):10160 WARRANTY
C/S WHEN THE HEATER SEATS ARE BEEING USED THE HEAD LITES PULSATE / INSPECT & REPORT
CHECKED HEAD LIGHT OPERATION WITH SEAT HEATERS ON COULD NOT VERIFY COMPLAINT / CHECKED BATTERY AND CHARGING SYSTEM OK / CHECKED FOR CODES IN PNC AND BCM NO CODES

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

MISC	CODE	DESCRIPTION		
JOB # A	SS	SHOP SUPPLIES		2.50
			TOTAL MISC	2.50

SERVICE CONTROL NO.

QUALITY AWARD OF EXCELLENCE

CUSTOMER COPY

(CONTINUED ON NEXT PAGE)

FRANKLIN SUSSEX AUTO MALL INC.
Chrysler Dodge Jeep

ROUTE 2 • BOX 347
SUSSEX, N.J. 07461
(973) 875-3188
FAX: (973) 875-9547

CUSTOMER NO. 34708	ADVISOR ROGER PERRY 08850	TAG NO. 1561	INVOICE DATE 07/08/06	INVOICE NO. DDCS201154
[redacted]	LAST R.O. 79.00 [redacted]	MILEAGE 26,982	COLOR ATLANTIC BL	STOCK NO.
DINGMANS FERRY, PA [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA		DELIVERY DATE	DELIVERY VALUE
	VEHICLE ID NO. 2D4GP44L45R [redacted]		SELLING DEALER NO. NPH	PRODUCTION DATE
[redacted] BUSINESS PHONE	F. T. E NO.	R. O. NO.	PROMISE 07/08/06	
	COMMENTS			MILEAGE OUT 26982

WE HAVE RECEIVED DHCC HIGHEST AWARD
"FIVE STAR"
WE ARE BETTER AND WE WILL PROVE IT
THANKS TO ALL OF OUR CUSTOMERS FOR
HELPING US TO BE THE BEST WE CAN
YOUR SERVICE TEAM

****
* CASH ( ) CHECK ( )# ..... VISA ( ) *
* MASTERCARD ( ) AMEX ( ) DISC ( ) CHARGE ( ) *
****

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL S.D.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DIS	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	0.00

CUSTOMER SIGNATURE

FIVE STAR

SERVICE QUALITY AWARD OF EXCELLENCE

CUSTOMER COPY

END OF INVOICE 10:38am

FRANKLIN SUSSEX AUTO MALL INC.
Chrysler Dodge Jeep
ROUTE 1 • BOX 347
SUSSEX, N.J. 07461
(973) 875-3188
FAX: (973) 875-9547

CUSTOMER NO. 34708	ADVISOR ROGER PERRY 08850	TAG NO. 1561	INVOICE DATE 07/08/06	INVOICE NO. DOCS20115
[redacted]	LY 99.00 [redacted]	MILEAGE 26,982	COLOR ATLANTIC BL	STOCK NO.
DINGMANS FERRY, PA [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA		DELIVERY DATE	DELIVERY MILES
	VIN 2D4GP44L45R[redacted]		SELLING DEALER NO. NPH	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.	07/08/06	
[redacted]	BUSINESS PHONE	COMMENTS		INVOICE OUT 2698

LABOR & PARTS

J# 1 08CHZZ ELECTRICAL HOURS: TECH(S):1016 [redacted] WARRANTY
C/S THE AIR BAG LIGHT ON THE DASH IS STAYING ON / INSPECT
AND REPORT
PERFORMED DIAGNOSTICS-HOOKED UP TEST EQUIPPMENT + FOUND CODE
FOR RIGHT FRONT IMPACT SENSOER INTERMITTENT FAILURE.CHECK
SENSOR HARNESS + SENSOR,CORROSION FOUND AT SENSOR,INSPECTED
RIGHT SIDE TO FIND SAME CONDITION-ORDERED SENSORS +
CONNECTOR REPAIR KIT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	0	4686967-AC	SENSOR SI 8037155	WARRANTY
PART ON SPECIAL ORDER				
		** QUANTITY 2 IS SPECIAL ORDERED **		
JOB # 1	0	5175708-AA	WIRING 2 8015002	WARRANTY
PART ON SPECIAL ORDER				
		** QUANTITY 2 IS SPECIAL ORDERED **		

JOB # 1 TOTAL PARTS 0.00
JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 21CHZ TRANSMISSION HOURS: TECH(S):1016 [redacted] WARRANTY
C/S AT 1500 AND 2000 RPM'S THE TRANS IS BUCKING AND [redacted]
SHIFTING INTO OVER DRIVE IT BANGS / INSPECT & REPORT
WITH A/C ON
ROAD TESTED VEHICLE MONITORING SENSORS,VALUES,ETC-CVT'S GOOD
NO CODES FOUND IN CONTROLLER,ONLY SENSATION FELT IS FROM
TRANSMISSION OVERDRIVE + TORQUE CONVERTER LOCKUP.WHICH MAKES
RPMS CHANGE DEPENDING ON SPEED,THROTTLE POSITION,TERRAIN.
TRANSMISSION OPERATING AS PER DESIGN INTENT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 2 TOTAL PARTS 0.00
JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 08CH7 ELECTRICAL HOURS: TECH(S):1016 [redacted] WARRANTY
C/S WITH HEATED SEATS ON,HEATER ON,LIGHTS ON,PARKED WITH
DOOR OPEN,LIGHTS WILL PULSE
VERIFIED COMPLAINT.CHECK ALTERNATOR OPERATION & OUTPUT,OK
CHECK BATTERY CONDITION,OK...FOUND ELECTRICAL SYSTEM
RESPONDING ACCORDING TO CONDITIONS GIVEN..COMPARED THIS
VEHICLE TO ANOTHER LIKE VEHICLE ON LOT TO FIND SAME CONDITION
PRESENT...VEHICLE OPERATING AS PER DESIGN INTENT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 3 TOTAL PARTS 0.00
JOB # 3 TOTAL LABOR & PARTS 0.00

COMMENTS
WAIT

CUSTOMER COPY
[CONTINUED ON NEXT PAGE] 10:38am

[redacted]

99143

INVOICE

PAGE 1

HOME: BUS:

12631 CASEY PRISCO

BLUEW 05 DODGE CARAVAN 2D4GP44L45R[redacted] 16225/16225

01JAN05 IS 20:00 10JAN06 84.00 CASH 10JAN06
DLR:44144 ENG:3.8_Liter_SMPI

09:25 10JAN06 11:00 10JAN06

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHANGE OIL,FILTER AND LUBE CHASSIS-CK FLUIDS AND TIRE PRESSURE			
3K CHANGE OIL,FILTER AND LUBE CHASSIS-CK FLUIDS AND TIRE PRESSURE			
87 CEP 0.40		12.45	12.45
1 5281090BA FILTER-ENGINE OIL	6.60	4.33	4.33
1 4761851AE OIL	12.92	8.53	8.53
1 4761872AE OIL	3.33	2.20	2.20
**********			
B CUSTOMER REQUESTS TO HAVE PA STATE INSPECTION PERFORMED			
PA CUSTOMER REQUESTS TO HAVE PA STATE INSPECTION PERFORMED			
87 IAC 0.50			(N/C)
PAS PA STATE INSPECTION STICKER			
87 IAC 0.00			(N/C)
**********			
C CUSTOMER REQUESTS TO HAVE TIRES ROTATED FROM FRONT TO BACK			
ROT CUSTOMER REQUESTS TO HAVE TIRES ROTATED FROM FRONT TO BACK			
87 CP 0.50		15.00	15.00
**********			
D CHECK FOR LIGHTS TO BE PULSING WHEN HEATED SEATS, AND HEAT ON			
12 TECH CHECK VOLATGE AND AMPERAGE ALL TESTED OK, WHEN ONLY COMPONENT ARE BEING USED THIS A NORMAL			
87 CP 0.00		0.00	0.00
**********			

TECH NOTED FRONT BRAKES ARE GETTING LOW

THANK YOU FOR YOUR BUSINESS IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED PLEASE CALL SERVICE MANAGER BRIAN BUSH @ (570) 296-2636, BETWEEN THE HOURS OF 8:00AM & 5:00PM

ALSO PLEASE NOTE OUR EXTENDED SERVICE HOURS ON WEDNESDAY TILL 6:00PM & SATURDAY TILL 3:00

MCS, INC/DSS INC.
JAN 10 2006
CASH CHECK #
CC INITIALS

	27.45
	15.06
	0.00
	0.00
	0.00
	42.51
	0.00
	2.55
	45.06

CUSTOMER COPY

8280062

97474

INVOICE

PAGE 1

[redacted]

HOME:

BUS:

Milford Chrysler Sales
P.O. Box M 500 Routes 6 & 209
MILFORD, PA 18337
(570) 296-2636
Parts & Service Fax: (570) 409-1947
www.milfordchrysler.com

SERVICE ADVISOR: 12631 CASEY FRISCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUEW	05	DODGE CARAVAN	2D4GP44L45R[redacted]		12427/12427	

DEL DATE	PROD DATE	WARR EXP	PROMISED	FOLLOW	RATE	PAYMENT	INV DATE
01JAN05 IS			20:00 01NOV05		84.00	CASH	01NOV05

R.O. OPENED	READY	OPTIONS: DLR:44144 ENG:3.8 Liter SMPI
08:53 01NOV05	09:37 01NOV05	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHANGE OIL,FILTER AND LUBE CHASSIS-CK FLUIDS AND TIRE PRESSURE			
3K CHANGE OIL,FILTER AND LUBE CHASSIS-CK FLUIDS AND TIRE PRESSURE			
32 SHANNON,JOHN LIC#: 336763461			
CEP 0.40			
1 5281090BA FILTER-ENGINE OIL		12.45	12.45
9 1/2QT CASTROL 5W30 SYNTEC BLEND	6.60	4.33	4.33
	1.49	1.22	10.98

****

THANK YOU FOR YOUR BUSINESS IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED PLEASE CALL SERVICE MANAGER BRIAN BUSH @ (570) 296-2636. BETWEEN THE HOURS OF 8:00AM & 5:00PM

ALSO PLEASE NOTE OUR EXTENDED SERVICE HOURS ON WEDNESDAY TILL 7:00PM & [redacted] 3:00

DODGE CHRYSLER JEEP

MCS, INC/MSS, INC.

NOV 01 2005

CASH ____ CHECK #

CC ____ INITIALS

ON BEHALF OF SERVICING 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 SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	12.45
PARTS AMOUNT	15.31
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	27.76
LESS INSURANCE	0.00
SALES TAX	1.67
PLEASE PAY THIS AMOUNT	29.43

CUSTOMER COPY

[redacted]

101005

INVOICE

PAGE 1

Milford Chrysler Sales
P.O. Box M 500 Routes 6 & 209
MILFORD, PA 18337
(570) 296-2636
Parts & Service Fax: (570) 409-1947
www.milfordchrysler.com

HOME: BUS:

SERVICE ADVISOR: 12631 CASEY PRISCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUEW	05	DODGE CARAVAN	2D4GP44L45R[redacted]		20844/20844	

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	DATE	PAYMENT	INV DATE
01JAN05 IS			20:00 31MAR06		84.00	CASH	31MAR06

R.O. OPENED	READY
08:54 31MAR06	10:02 31MAR06

OPTIONS: DLR:44144 ENG:3.8_Liter_SMPI

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CHANGE OIL,FILTER AND LUBE CHASSIS-CK FLUIDS AND TIRE PRESSURE			
3K 38			
38 JAMIE EVERETT LIC#: 178859622			
CP 0.40		12.45	12.45
1 5281090BA FILTER-ENGINE OIL	6.60	4.62	4.62
1 4761851AD *OIL	16.08	16.08	16.08
2 4761872AE OIL	3.33	3.33	6.66
MISC MISC			
PO#101005			
CPAR		2.50	2.50
FC:			
**********			
B CUSTOMER HEARS A CLUNKING NOISE			
12 TECH FOUND EXHAUST HANGER MAKING NOISE			
38 JAMIE EVERETT LIC#: 178859622			
CP 0.00			0.00
**********			
C CHECK LEFT FRONT FOR LEAK			
12 NO LEAK FOUND			
38 JAMIE EVERETT LIC#: 178859622			
CP 0.00		0.00	0.00
**********			
D CUSTOMER REQUESTS TO HAVE TIRES ROTATED FROM FRONT TO BACK			
ROT CUSTOMER REQUESTS TO HAVE TIRES ROTATED FROM FRONT TO BACK			
38 JAMIE EVERETT LIC#: 178859622			
CP 0.50		15.00	15.00
**********			

MAR 31 2006

CASH ____ CHECK # ____
CC ____ INITIALS ____

ON BEHALF OF SERVICING 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 ONE YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/terms. The dealer hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/terms.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

8280062 101005

[redacted]

INVOICE

PAGE 2

BUS:

Milford Chrysler Sales
P.O. Box M 500 Routes 6 & 209
MILFORD, PA 18337
(570) 296-2636
Parts & Service Fax: (570) 409-1847
www.milfordchrysler.com

SERVICE ADVISOR: 12631 CASEY PRISCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
BLUEW	05	DODGE CARAVAN SX	2D4GP44L45R[redacted]		20844/20844	

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO	DATE	PAYMENT	INV DATE
01JAN05 IS			20:00 31MAR06		84.00	CASH	31MAR06

RO OPENED	READY
08:54 31MAR06	10:02 31MAR06

OPTIONS: DLR:44144 ENG:3.8_Liter_SMPI

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	TECH REC AIR FILTER, THORTTLE BODY SERVICE AND						

THANK YOU FOR YOUR BUSINESS IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED PLEASE CALL SERVICE MANAGER BRIAN BUSH @ (570) 296-2636. BETWEEN THE HOURS OF 8:00AM & 5:00PM

ALSO PLEASE NOTE OUR EXTENDED SERVICE HOURS ON WEDNESDAY TILL 7:00PM & SATURDAY TILL 3:00

DODGE CHRYSLER Jeep

ON BEHALF OF SERVICING 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 SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

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

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this items/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	DETAILS
LABOR AMOUNT	27.45
PARTS AMOUNT	27.36
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	2.50
TOTAL CHARGES	57.31
LESS INSURANCE	0.00
SALES TAX	3.29
PLEASE PAY THIS AMOUNT...	60.60

CUSTOMER COPY

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

EDWARD F. CLARK 3313 Glenview Street Philadelphia, PA 19149 v. CHRYSLER GROUP LLC CIMS 485-13-32 1000 Chrysler Drive Auburn Hills, MI 48326	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Edward F. Clark, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 3313 Glenview Street, Philadelphia, PA 19149.

2. Defendant, Chrysler Group LLC, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at CIMS 485-13-32, 1000 Chrysler Drive, Auburn Hills, MI 48326.

BACKGROUND

3. On or about September 03, 2007, Plaintiff purchased a used 2005 Chrysler Town & Country, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4GP45R95B230933.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $18,097.95. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: dashboard and headlights flickering. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

13. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

17. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

18. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

20. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

22. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

23. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

KIMMEL & SILVERMAN, P.C.

By: /s/_____

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

Robert A. Rapkin, states that they are the attorney for the Plaintiff herein; that they are acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/s/_____
ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

Robert M. Silverman, Esqui.
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

AT ORNEY FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

TONYA E. COOPER
1525 C. Morris Cain Place
Atlantic City, NJ 08401

v.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
820 Bear Tavern Road
Suite 305
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
ATLANTIC COUNTY

CIVIL ACTION

NO. L-1121-07

COMPLAINT

1. Plaintiff, Tonya E. Cooper, is an adult individual citizen and legal resident of the State of New Jersey, 1525 C. Morris Cain Place, Atlantic City, NJ 08401.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 305, West Trenton, NJ 08628.

BACKGROUND

3. On or about August 22, 2006, Plaintiff purchased a used Dodge Grand Caravan , manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1D4GP24R95B245408.

4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $31,977.92. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 18 months and/or 24,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: ABS and brake light on, molding, air conditioner not cold, passenger side door, crunching noise under front end, left rear tire looses air, engine runs rough at idle, headlights, vehicle shakes and steering wheel has clicking noise when turning. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

11. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

12. Plaintiff avers tl) the Federal Trade Commission (F)) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

15. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

16. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

17. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

18. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

19. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

20. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

21. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

22. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

23. Defendant's failu is a breach of Defendant's contrac and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

24. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

25. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

26. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

27. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II
UNIFORM COMMERCIAL CODE

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

30. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

31. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

COUNT III
NEW JERSEY CONSUMER FRAUD ACT

34. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

35. Plaintiff is a "Person" as defined by N.J.S.A. 56:8-1(d).

36. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

37. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiff's rights in negotiating and handling Plaintiff's warranty claims.

38. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

39. Defendant acted knowingly with the intent to cause Plaintiff's reliance thereupon.

40. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

41. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiff believes and therefore avers said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

42. Plaintiff believes and therefore avers that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

43. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

44. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

45. Plaintiff believes and therefore avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

46. As a result of Defendant's unlawful conduct, Plaintiff has and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiff is entitled to a full refund N.J.S.A. 56:8-2.11-

b. Plaintiff's vehicle, given the defect/condition, is worthless;

c. Plaintiff lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiff has been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiff has incurred additional transportation costs; and

e. Plaintiff has expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By:_____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on March 29, 2007

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

☐ Pre-Owned
☐ Demo
☐ Rental/Program Car
☐ As-Is

ISU2U

MATT BLATT DEALERSHIPS

☐ VINELAND — 2445 S DELSEA DR (856) 696-4554
☐ ATLANTIC CITY — 7034 BLACK HORSE PIKE (609) 646-7003

STOCK NO. A1101

CUSTO[redacted]

DATE 08/22/06

ADDRE[redacted]LANTIC CITY NJ

ZIP CODE 08401

RESIDENCE PHONE [redacted] BUSINESS PHON[redacted]

SALES PERSON BRIAN W SESSA

PLEASE ENTER MY ORDER FOR ONE 2005 DODGE (YEAR AND MAKE) MODEL GRAND CARAVAN

BODY TYPE 4DR COLOR OLIVE SERIAL 1D4GP24R95B[redacted] MILEAGE 33465

IF A NEW VEHICLE SALE, LEASE OR BALLOON . . .
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX
☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability," based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR

XX ☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES-DEALER'S OBLIGATION
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

08 22 06 X
Date Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)
The undersigned, has read and understood the above Dealer's Obligation, and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is an item which is "covered" by New Jersey's Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

/ / X
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 1997 Make DODGE Model CARAVAN
Serial No. 2B4FP25B4VR[redacted] Mileage 181570
Trade-in Value 2000.00 Date of 08/22/06
Less Balance Owed N/A
Net Trade-in Allowance 2000.00
Balance Owed to:
Address:
Account No.:
Info. From Good Thru
Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the ab[redacted]rate.
X[redacted] 08 22 06
Date

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
* Cash XX * Finance * Lease * Balloon Finance

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.
IF A LEASE/BALLOON FINANCE, COMPLETE DISCLOSURE OF ALL TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE CONTRACT.

TO BE DELIVERED ON OR ABOUT

Price of Unit	20553.00
Additional Equipment (options)	
SERVICE CONTRACT	1838.00
TOTAL	22397.00
LESS TRADE-IN ALLOWANCE	-2000.00
TOTAL TAXABLE AMOUNT	20397.00
SALES TAX	1427.79
MOTOR VEHICLE TIRE FEE - $1.50 PER NEW TIRE	6.00
TITLE AND REGISTRATION FEE (ESTIMATED) (See Paragraph 15 On Reverse Side)	57.50
DOCUMENTARY FEE Document Delivery Service 74.25 Clerical Expense 74.25 (See Paragraph 16 On Reverse Side)	$148.50
PAY-OFF ON TRADE-IN	N/A
GAP INSURANCE (Optional)	499.00
TOTAL	22535.79
DEPOSIT	N/A
REBATE	N/A
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	N/A
AMOUNT FINANCED (if applicable)	22535.79

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the purchase or lease identified in this Motor Vehicle Retail Order and the financing thereof. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. New Jersey Consumer Fraud Act, Used Car Lemon Law, and Truth-in-Lending claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any such claims including statutory, state or federal claims, as a class action. There are no limitations on the type of claims that must be arbitrated, except for New Car Lemon Law and Magnuson-Moss Warranty Act claims which are excluded from arbitration under this agreement. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The Costs included in the arbitration process shall be shared as provided by the Association's Rules. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. **THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A [redacted]URY TRIAL. PLEASE READ IT CAREFULLY, PRIOR TO SIGNING.** 08/22/06 X[redacted]

Accepted By 08/22/06 X[redacted]
Date Customer's Signature

PLAINTIFF'S EXHIBIT A
ALL-STATE LEGAL®

Customer agrees that this Order on the face and on the revers[illegible] it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agre[illegible]ed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Cu[illegible]er, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which [illegible] all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AU[illegible]IVE. Customer by execution of this Order acknowledges that

FORM MS123SLC-3 (Rev. 8/05)

RETAIL INSTALLMENT CONTRACT

Contract No.: _____ Date of Contract: 08/22/2006

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The cost of your purchase on credit, including your downpayment of $ 2000.00
9.90 %	$ 7442.13	$ 22535.79	$ 29977.92	$ 31977.92

Your Payment Schedule will be: e means estimate

No. of Payments	Amt. of Payments	When Payments Are Due
72	$ 416.36	Monthly, beginning 09/21/2006
	$ N/A	

See below and your other contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, our security interests and prepayment refunds and penalties.

Security: You are giving a security interest in the goods or property being purchased.
Filing Fees: $ N/A
Late Charge: If a payment is more than 10 days late, you will be charged $10.00.
Prepayment: If you pay off early, you will not have to pay a penalty.

This Contract is between you and the Seller. All disclosures have been made by the Seller, who intends to assign (transfer) this Contract to the "Assignee" named below. If more than one person signs as Buyer below, each will be bound, separately and together, for the payment of all sums due and the performance of all your promises in this Contract. The terms in the above box are part of this Contract.

You are the Buyer(s) [redacted]
Name(s) Address(es) Zip Code(s)

We are the Seller(s), [redacted] ATLANTIC CITY NJ [redacted]
Name(s) Business Address Zip Code

Under this Contract, you agree to buy the following property, including its accessories, all of which is called the "Goods."

YEAR	MAKE	BODY STYLE	SERIAL NUMBER	MODEL
2005	DODGE	4DR	1D4GP24R95B[redacted]	GRAND CARAVA

ACCESSORIES:

TRADE-IN: Your Trade-In is described as follows:

1997 DODGE CARAVAN
Year and Make Description

PAYMENT SCHEDULE: You agree to pay us the Total Sale Price for the Goods. You will do this by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the Date of Contract, and paying us the Amount Financed, plus Finance Charges, in the number and amount of monthly payments as provided in this Contract. Payments must begin on the date indicated in the Payment Schedule and are due on the same day of each following month until we receive payment in full. You may pay all or part of the Amount Financed in advance without penalty or premium. Payments must be made at any office of:

NFB FUNDING, INC., 275 Broad Hollow Road, Melville, NY 11747 (the "Assignee")

Property Insurance: You are required to obtain and maintain insurance on the Vehicle, [redacted] YOU MAY CHOOSE THE AGENT OR BRO[redacted]
TITLE HOLDER OF COLLATER[redacted] REGISTRANT [redacted]
PHYSICAL DAMAGE: Comprehensive $ N/A, deductible. Collision $ N/A deductible.
INSURANCE COMPANY: S BROWN AND ASSO Policy Number: BINDER Effective Date
AGENT: Name Address Telephone Number:
You guarantee that the required insurance coverage as shown in the "Insurance Requirements" section was obtained from the agent named above.

Itemization of Amount Financed	
Cash Price	$ 20559.00
Cash Downpayment	$ N/A
Trade-In	
Value of Trade-In	$ 2000.00
Lien Payoff to N/A	$ N/A
Unpaid Cash Price Balance	$ 18559.00
Amount Paid to Others on Your Behalf (To the extent permitted by applicable law, we may retain a portion of these amounts)	
To Credit Insurance Company	$ N/A
To Public Officials	$ 57.50
To Sales Tax	$ 1427.79
To	$ N/A
To SERVICE CONTRACT	$ 1838.00
To NJ TIRE FEE	$ 6.00
To DOC FEE	$ 149.50
To SAFE GUARD	$ 499.00
To N/A	$ N/A
Amount Financed	$ 22535.79

THIS DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE. WITHOUT SUCH INSURANCE, YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

(See "INSURANCE" on the reverse side.)

CREDIT INSURANCE IS NOT REQUIRED:
Credit Insurance is available through us for the term of this Contract at the cost(s) shown below. Single Credit Life and Single Credit Accident and Health Insurance are available to any one Buyer signing for insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the cost(s) shown below are included in the Amount Financed. See the Certificate of Insurance or the Notice of Proposed Insurance given to you on a separate document.

By signing, you want Single Credit Life Insurance, which costs $ N/A
Signature of Buyer to be insured for Single Credit Life Insurance
What is your age? _____ Years

By signing, you want Single Credit Accident & Health Insurance, which costs $ N/A
Signature of Buyer to be insured for Single Credit Accident & Health Insurance
What is your age? _____ Years

By signing, you both want Joint Credit Life Insurance, which costs $ N/A What are your ages?
1. _____ Years
2. _____ Years
Signatures of both Buyers to be insured for Joint Credit Life Insurance

SECURITY AGREEMENT: To secure the payment of all sums owed to us and the performance of all your promises in this Contract, you grant us a lien and security interest in the Goods and in any parts called "accessions," which are attached to the Goods at any later time, and in all proceeds of the Goods.

ADDITIONAL TERMS: THIS CONTRACT CONTINUES ON THE REVERSE SIDE. YOU ARE BOUND TO ALL THE TERMS OF THIS CONTRACT WHICH APPEAR ON THE FRONT AND REVERSE SIDES.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge. No service contract or maintenance contract is required to purchase or obtain financing for a motor vehicle.

USE: You will use the goods primarily for personal, family or household purposes. You will maintain the Goods in good condition and will protect them against loss, damage and destruction. You will principally keep the Goods at your address shown above or at the following address:

NOTICE TO RETAIL BUYER(S): DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
BUYER(S) ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING.
Seller agrees to this Contract, including the terms and conditions on back, and assigns it to the Assignee named above in accordance with the first assignment printed on the reverse side, unless otherwise marked.

DATE AT ATLANTIC CITY [redacted] 08/22/200

R.O NO. : 125575 R.O DATE : 08/25/2006 R.O TYPE : B
MILEAGE : 34317 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 40SMZ01 OP. DESC. BRAKE FLUID FLUSH
SALE TYPE : C TECHNICIAN NO(S). 41
COMPLAINT : CK C.S ABS AND RED BRAKE LIGHT ARE ON.
CORRECTION : SENT TO DEALER, REPAIRED WIRING

JOB NUMBER : 2 OPERATION 61SMZ01 OP. DESC. EXT TRIM CONCERN
SALE TYPE : C TECHNICIAN NO(S). 41
COMPLAINT : CK C.S BODY MOLDING COMING OFF OF RIGHT SIDE OF VEH
CORRECTION : SENT TO DEALER REPLACED ITEM COMING OFF

JOB NUMBER : 3 OPERATION 60SMZ10 OP. DESC. SEATS
SALE TYPE : I TECHNICIAN NO(S). 41
COMPLAINT : CK C.S 2ND ROW SEAT PANEL COMING OFF/ ON BACK OF SEAT
CORRECTION :
SENT TO DEALER REPLACED ITEM

JOB NUMBER : 4 OPERATION 21SMZ03 OP. DESC. A/C NOT COOLING
SALE TYPE : I TECHNICIAN NO(S). 41
COMPLAINT : CUSTOMER STATES A/C NOT COLD
CORRECTION : COULD NOT DUPLICATE CUSTOMERS CONCERN

JOB NUMBER : 5 OPERATION 46SMZ03 OP. DESC. BALANCE WHEELS/TIRES
SALE TYPE : I TECHNICIAN NO(S). 50
COMPLAINT : ?
CK C.S VEH SHIMMIES A 60MPH
CAUSE : BALANCE
CORRECTION : BALANCED 2 FRONT TIRES,

JOB NUMBER : 6 OPERATION 61SMZ19 OP. DESC. BODY ADJUSTMENTS
SALE TYPE : I TECHNICIAN NO(S). 50
COMPLAINT : CK C.S PASSENGER SIDE DOOR IS POPPING WHEN SHUTTING.
CORRECTION : AJUSTED STIKER

R.O NO. : 116152 R.O DATE : 04/12/2006 R.O TYPE : B
MILEAGE : 33467 ADVISOR NO. : 41

JOB NUMBER : 1 OPERATION 98SMZ OP. DESC. BODY MECHANICAL
SALE TYPE : I TECHNICIAN NO(S). 41
COMPLAINT : PERFORM PAINTLESS DENT REAPIR,REAR LIFTGATE AND PASSENGER
DOOR,SUBLET THE CAR GUY AS PER SALES DEPT.

MATT BLATT DEALERSHIPS

MATT BLATT ATLANTIC CITY
7034 BLACK HORSE PIKE
W. ATLANTIC CITY, NJ 08232
PH: (609) 646-7003
FAX: (609) 646-3265

Invoice

Thank You

CELL: 609-385-8143

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
44808	MARA HANNAH 134	630	09/21/06	3SCB127216
[redacted] ATLANTIC CITY, NJ [redacted]	LABOR RATE / [redacted]	MILEAGE 34,947	COLOR OLIVE/	STOCK NO. A1101
	YEAR / MAKE / MODEL 05/DODGE/GRAND CARAVAN/4DR		DELIVERY DATE 08/22/06	DELIVERY MILES 33,465
	VEHICLE I.D. NO. 1 D 4 G P 2 4 R 9 5 B [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 09/19/06	
[redacted]	COMMENTS			MO: 34947

JOB# 1 CHARGES----------

LABOR----------
J# 1 46SMZ03 SUSPENSION CONCERN UNITS: TECH(S):41 0.00
CK C.S CRUNCHING NOISE UNDER FRONT END WHEN GOING OVER BUMPS
SENT TO DEALER REPLACED SWAY BAR LINKS

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX 3SCB JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J# 2 61SMZ01 EXT TRIM CONCERN UNITS: TECH(S):41 0.00
CK C.S RIGHT REAR DOOR CLOSES VERY LOUDLY, CAN HEAR AND POP
SENT TO DEALER AJUSTED STRIKER

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX 3SCB JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------
J# 3 40SMZ01 BRAKE CONCERN UNITS: TECH(S):63 INTERNAL
CK C.S BRAKES ARE NOISEY, SQUEAKING.
INSPECTED BRAKES OK

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX 3SCB JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------
J# 4 01SMZ RECOMMENDED MAINT UNITS: TECH(S):63 INTERNAL
CK C.S DRIVERS WIPER CUTTING WINDOW?
REPLACED BOTH WIPER BLADES AND HAVE A WINDSHIELD
ON ORDER FOR INSTALLATION

PARTS------	QTY---	FP-	NUMBER----------	DESCRIPTION---------	LIST PRICE-	UNIT PRICE-	
	2		WB28	WIPER BLADE			INTERNAL
						TOTAL - PARTS	0.00

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX 3SCB JOB# 4 TOTAL 0.00

SEE REVERSE SIDE FOR WARRANTY

CUSTOMER COPY

Thank You, We appreciate your business!

COMPLAINT : SUBLET STATE INSPECTION

R.O NO. : 128455 R.O DATE : 10/05/2006 R.O TYPE : B
MILEAGE : 36061 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 46SMZ01 OP. DESC. WHEEL/TIRE CONCERN
SALE TYPE : I TECHNICIAN NO(S). 48
COMPLAINT : CK C.S LEFT REAR TIRE LOOSES AIR, HAS TO ADD AIR 2 DAYS
CORRECTION : REPAIR LEFT REAR TIRE

R.O NO. : 127985 R.O DATE : 09/28/2006 R.O TYPE : B
MILEAGE : 35000 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 70SMZ OP. DESC. SUBLET
SALE TYPE : I TECHNICIAN NO(S). 41
COMPLAINT : CK C.S WINDSHIELD SCRATCHED

R.O NO. : 127216 R.O DATE : 09/19/2006 R.O TYPE : B
MILEAGE : 34947 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 45SMZ03 OP. DESC. SUSPENSION CONCERN
SALE TYPE : C TECHNICIAN NO(S). 41
COMPLAINT : CK C.S CRUNCHING NOISE UNDER FRONT END WHEN GOING OVER BUMPS
CORRECTION :
SENT TO DEALER REPLACED SWAY BAR LINKS

JOB NUMBER : 2 OPERATION 61SMZ01 OP. DESC. EXT TRIM CONCERN
SALE TYPE : C TECHNICIAN NO(S). 41
COMPLAINT : CK C.S RIGHT REAR DOOR CLOSES VERY LOUDLY, CAN HEAR AND POP
CORRECTION :
SENT TO DEALER AJUSTED STRIKER

JOB NUMBER : 3 OPERATION 40SMZ01 OP. DESC. BRAKE FLUID FLUSH
SALE TYPE : I TECHNICIAN NO(S). 63
COMPLAINT : CK C.S BRAKES ARE NOISEY, SQUEAKING.
CORRECTION : INSPECTED BRAKES OK

JOB NUMBER : 4 OPERATION 01SMZ OP. DESC. RECOMMENDED MAINT
SALE TYPE : I TECHNICIAN NO(S). 63
COMPLAINT : CK C.S DRIVERS WIPER CUTTING WINDOW?
CORRECTION : REPLACED BOTH WIPER BLADES AND HAVE A WINDSHIELD
ON ORDER FOR INSTALLATION

JOB NUMBER : 2 OPERATION 46SMZ01 OP. DESC. WHEEL/TIRE CONCERN
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : TFL DISPOSAL FEE

R.O NO. : 133762 R.O DATE : 12/15/2006 R.O TYPE : B
MILEAGE : 39183 ADVISOR NO. : 41

JOB NUMBER : 1 OPERATION 00SMZ2 OP. DESC. LOF
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : CUSTOMER REQUESTS PERFORM LUBE OIL & FILTER CHANGE
CORRECTION : SERVICE COMPLETED

JOB NUMBER : 2 OPERATION 10SMZ OP. DESC. DRIVEABILITY
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : CUSTOMER STATES THAT THE ENGINE RUNS ROUGH AT IDLE
CORRECTION : COLD NOT VERIFY CUSTOMER CONCERN THIS VISIT, VEHICLE OPERATING AS DESIGNED, NO SES LAMP ON

JOB NUMBER : 3 OPERATION 52SMZZ OP. DESC. TRIM ELECT CONCERN
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : CUSTOMER STATES THAT THE CUP HOLDER UNDER THE REAR SEAT IN THE BACK SEATING AREA IS BROKEN
CORRECTION : REPAIR CUP HOLDER AS REQUIRED,

JOB NUMBER : 4 OPERATION 40SMZ OP. DESC. BRAKES
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : CUSTOMER STATES THAT THE BRAKES SQUEAK ON APPLY, C/S THAT I T FEELS LIKE THE BRAKES DONT STOP THE VEHICLE ALSO SHIMMY
CORRECTION : BRAKE PADS ARE SEMI METALLIC COMPOSITE, NO ABNORMAL NOISE HEARD, NO PULSATION FELT WHEN STOPPING

JOB NUMBER : 5 OPERATION 51SMZ OP. DESC. BODY ELECTRICAL
SALE TYPE : C TECHNICIAN NO(S). 63
COMPLAINT : CUSTOMER STATES AT TIMES THE HEADLIGHTS DO NOT COME ON WITH THE SWITCH, U MAY HAVE TO TURN THEM ON SEVERAL TIMES TO GET THEM TO WORK
CORRECTION : HEADLAMPS OPERATING AS DESIGNED THIS VISIT

COMMENTS : WAIT

R.O NO. : 129757 R.O DATE : 10/23/2006 R.O TYPE : B
MILEAGE : 35122 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 98SMZ OP. DESC. BODY MECHANICAL
SALE TYPE : I TECHNICIAN NO(S). 41

CUSTOMER NAME [redacted] SERIAL NO. : 1D4GP24R95B245408

R.O NO. : 140350 R.O DATE : 03/07/2007 R.O TYPE : B
MILEAGE : 42493 ADVISOR NO. : 41

JOB NUMBER : 1 OPERATION 40SMZ OP. DESC. BRAKES
SALE TYPE : I TECHNICIAN NO(S). 145
COMPLAINT : CK C.S WHEN DOINT 45MPH AND HITS BRAKES VEH SHAKES
CORRECTION : REPLACED BRAKE PADS AND RESURFACED ROTORS.

COMMENTS : ONCE BRAKE SHIMMY IS CORRECTED WE ARE CAUGHT UP I SPOKE TO CUSTOMER HE HAS NO MORE CONCERNS. IF THERE ARE ANY NEW PROBLEMS FROM THIS POINT ON THE EXTENEDED WARRANTY WILL BE IN EFFECT AND IF ITS NOT COVERED CUST IS RESPONSIBLE FOR PAYMENT.

RECOMMEND : NOTE WE HAVE ASH TRAY ORDERED AND CUP HOLDER

R.O NO. : 136172 R.O DATE : 01/17/2007 R.O TYPE : B
MILEAGE : 40811 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 46SMZ OP. DESC. WHEELS/TIRES
SALE TYPE : I TECHNICIAN NO(S). 635
COMPLAINT : CK C.S TIRE FLAT.
CORRECTION : REPAIRED TIRFE

R.O NO. : 136038 R.O DATE : 01/16/2007 R.O TYPE : B
MILEAGE : 42000 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 51SMZ OP. DESC. BODY ELECTRICAL
SALE TYPE : I TECHNICIAN NO(S). 635
COMPLAINT : CK C.S HEAD LAMPS INTERMITENLY WILL NOT COME ON WHEN LIGHTS ARE TURNED ON.
CORRECTION : ORDERED HEAD LAMP SWITCH, CUSTOMER HAS NOT RETURNED

JOB NUMBER : 2 OPERATION 45SMZ OP. DESC. STEERING/SUSPENSION
SALE TYPE : C TECHNICIAN NO(S). 635
COMPLAINT : CK C.S WHEN TURNING STEERING WHEEL HEARS A CLICKING NOISE
CORRECTION : COULD NOT DUPLICATE CUSTOMERS CONCER

R.O NO. : 135886 R.O DATE : 01/13/2007 R.O TYPE : B
MILEAGE : 42000 ADVISOR NO. : 134

JOB NUMBER : 1 OPERATION 46SMZ OP. DESC. WHEELS/TIRES
SALE TYPE : I TECHNICIAN NO(S). 63
COMPLAINT : CK C.S 2 TIRES ARE FLAT.
CORRECTION : REPLACED 2 TIRES UNDER TFL

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

ALVARO CORES 6 Summer Leaf Drive Egg Harbor Township, NJ 08234	: SUPERIOR COURT OF NEW JERSEY : LAW DIVISION : ATLANTIC COUNTY
vs.	: DOCKET NO. L-7149-06
DAIMLERCHRYSLER CORPORATION c/o CT CORPORATION 820 BEAR TAVERN ROAD WEST TRENTON, N.J. 08628	: CIVIL ACTION : COMPLAINT AND JURY TRIAL DEMAND

COMPLAINT

1. Plaintiff, Alvaro Cores, is an adult individual citizen and legal resident of the State of New Jersey, residing at 6 Summer Leaf Drive, Egg Harbor Township, NJ 08234.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, N.J. 08628.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about June 11, 2005, Plaintiff leased a new 2005 Town & Country, (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2C4GP54L95R286911. The vehicle was leased in the State of New Jersey and registered in the State of New Jersey.

5. The price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled $20,959.82.

6. In consideration of the lease of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.

7. After taking possession of the above mentioned vehicle, Plaintiff experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

8. Said nonconformities consisted of, but were not limited to defective steering/suspension/alignment and defective electrical system. Copies of the repair orders are attached hereto and marked as Exhibit "A".

9. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff

at the time of acquisition and as such, the vehicle is worthless.

12. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and/or its authorized service center, may not have maintained records.

15. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its warranty.

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney's fees and all court costs.

COUNT I
NEW JERSEY AUTOMOBILE LEMON LAW CLAIM

17. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A.56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first eighteen thousand (18,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities.

23. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

24. Section 56:12-32 of the New Jersey Lemon Law provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

25. Section 56:12-33 of the New Jersey Lemon Law provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

26. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

27. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) days or more.

28. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

29. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney's fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

33. Plaintiff uses the subject product for personal, family and household purposes.

34. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

35. Defendant failed to make effective repairs, or failed to make effective repairs within a reasonable time.

36. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

37. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of $75,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

39. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

40. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability,

c. Breach of Implied Warranty of Fitness For a Particular Purpose,

d. Breach of Duty of Good Faith.

41. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

42. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

43. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

44. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

45. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues set forth herein.

Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, of full age, hereby certifies:

1. I am an attorney of the state of New Jersey and am an associate in the firm of David J. Gorberg & Associates, P.C. and am the attorney principally charged with handling this matter.

2. To the best of my knowledge and information, the within action is not the subject of any other action pending in any court, or any arbitration proceedings contemplated.

3. To the best of my knowledge and information, there are no other parties who should be joined to this action at this time.

4. This Certification is provided pursuant to the requirements of Rule 4:5-1.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dana Lynn Tarquini, Esquire

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Dana Lynn Tarquini, Esquire, is hereby designated as trial counsel.

Dana Lynn Tarquini, Esquire

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer.

X _____
Al Cores

Date: 10/16/06

SALE

ATLANTIC CHRYSLER/PLYMT
1 TILTON ROAD
PLEASANTVILLE, NJ 08232
6096468600
TID: 00001H2B

DATE: 02/18/06 TIME: 11:11
MID: 000402201602998

SEQ: 007 SALE/SWIPED
VS XXXXXXXXXXXX1561
INVOICE: 14007
APPROVAL CODE: 206919

AMOUNT	$	29.68
TOTAL	$	29.68

THANK YOU
COME AGAIN

BOTTOM COPY-CUSTOMER

ATLANTIC

there's only one way to

CHRYSLER • PLYMOUTH • JEEP • VOLKSWAGEN • AUDI

TILTON ROAD AND HIGSTON AVENUE • P.O. Box 113
PLEASANTVILLE, NEW JERSEY 08232
PHONE: (609) 646-8600 • DIRECT SERVICE LINE (609) 646-3909

Audi

ADVISOR: JOHN DELEENER 8528	TAG NO.		INVOICE DATE: 02/18/06	INVOICE NO.: CHCS216088
LABOR RATE: [redacted]	MILEAGE: 12,195		COLOR: BLUE/	STOCK NO.: 251072
YEAR/MAKE/MODEL: 05/CHRYSLER/TOWN N COUNTRY/TOWN & CO			DELIVERY DATE: 06/11/05	DELIVERY MILES: 7
VEHICLE ID NO.: 2C4GP54L95R[redacted]			SELLING DEALER NO.	PRODUCTION DATE
F.T.E. NO.	P.O. NO.		RO DATE: 02/18/06	
COMMENTS				

MO: 12195

LABOR
OP# 01 12CH CHANGE OIL AND OIL FILTER COUPON TECH(S) 18 9.05
SERVICE SPECIAL

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	5281090	FILTER EN 9057006	6.70	6.70
JOB # 1	5	4761872-AE	OIL 5W20 1081090	2.20	11.00
JOB # 1	1	4318067	CLEANER W 1081025	1.25	1.25
			JOB # 1 TOTAL PARTS		18.95
			JOB # 1 TOTAL LABOR & PARTS		28.00

OP# 2 03CH ELECTRICAL TECH(S) 8 INTERNAL
CUST STATES "HEADLIGHTS WILL NOT TURN ON OR OFF UNLESS YOU
START WIGGLING SWITCH"
CHECKFOR TECHNICAL SERVICE BULLETINS(NONE) DIAGNOSIS FAULTY
HEADLIGHT SWITCH
WE HAVE ORDERED A HEADLIGHT SWITCH(2L671J8AC)

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		10.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $28.00 (+TAX)
TOTALS

********** PAYMENT METHOD **********
* DRIVERS LIC # [ ]
* ACCEPTED BY [ ] DATE ACCEPTED [ ]
* CHECK # [ ] AUTH # [ ]
* VISA MC AE DISC DC OB
* CREDIT CARD [ ] CASH [ ]
****

TOTAL LABOR	9.05
TOTAL PARTS	18.95
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	1.68
TOTAL INVOICE $	29.68

*****THE ALL NEW ATLANTIC *****
All of us at ATLANTIC hope your service experience was a pleasant one. If you are not COMPLETELY SATISFIED please CONTACT RICH BOSAK AT 646-8600 OR 646-3909 9

CUSTOMER SIGNATURE

For Re-order TRI-STATE BUSINESS FORMS (888) 579-9596

CUSTOMER COPY

[END OF INVOICE] 11:12am

CHRYSLER Plymouth
Jeep

SERVICE DEPT. HOURS
8:00 A.M. - 5:30 P.M. MON. - FRI.

ATLANTIC

there's only one way to go!

CHRYSLER • PLYMOUTH • JEEP • VOLKSWAGEN • AUDI

TILTON ROAD AND HIGSTON AVENUE • P.O. Box 113
PLEASANTVILLE, NEW JERSEY 08232
PHONE: (609) 646-8600 • DIRECT SERVICE LINE (609) 646-3909

Audi

CUSTOMER NO. 79225	OWNER JOHN DELEENER 8528	TAG NO.	INVOICE DATE 02/27/06	INVOICE NO. CHC516425
[redacted]	LABOR RATE [redacted]	MILEAGE 12,401	BLUE/	STOCK NO. 251072
EGG HARBOR TWP, NJ [redacted]	YEAR/MAKE/MODEL 05/CHRYSLER/TOWN N COUNTRY/TOWN & CO		DELIVERY DATE 06/11/05	DELIVERY MILES 7
	VEHICLE ID. NO. 2C4GP54L95R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	F.T.E. NO.	P.O. NO.	PRINTED 02/27/06	
	COMMENTS			MO: 12401

[redacted]
CUST STATES HEADLIGHTS INOPERATIVE AT TIMES. SOP IN
INTERNAL SHORT IN SWITCH
REPLACE HEADLIGHT SWITCH ASSEMBLY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	ZL671J8 AC	SWITCH LI 8053003		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

TOTALS

********** PAYMENT METHOD **********

DRIVERS LIC # [ ]	TOTAL LABOR	0.00
	TOTAL PARTS	0.00
ACCEPTED BY [ ] DATE ACCEPTED [ ]	TOTAL SUBLET	0.00
	TOTAL G.O.G.	0.00
	TOTAL MISC CHG.	0.00
CHECK # [ ] AUTH # [ ]	TOTAL MISC DISC	0.00
	TOTAL TAX	0.00
VISA MC AE DISC DC CB		
CREDIT CARD [ ] CASH [ ]	TOTAL INVOICE $	0.00

****
*****THE ALL NEW ATLANTIC *****
All of us at ATLANTIC hope your service experience was a pleasant one. If you are not COMPLETELY SATISFIED, please CONTACT RICH BOSAK AT 646-8600 OR 646-3909 9

CUSTOMER SIGNATURE

For Re-order TPI-STATE BUSINESS FORMS (888) 570-3636

CUSTOMER COPY

[END OF INVOICE] 11:59am

ASSESSMENT OF DAMAGES IS/~~NOT~~ REQUIRED

THIS IS NOT ARBITRATION

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT, IF ONE OR MORE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE

USTED ESTA ORDENADO COMPARECER EN ARBITRATION HEARING
1880 JFK BLVD., 5TH FL.
PHILADELPHIA, PA 19103
TIME: 9:30am
JUN 14 2007
YOU MUST STILL COMPLY WITH THE NOTICE BELOW
USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

DAVID J. GORBERG & ASSOCIATES, P.C.
BY: DAVID J. GORBERG
IDENTIFICATION NO. 53084
SUITE 2040
1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107
(215) 563-7210
ATTORNEY FOR Plaintiff

ATTEST
OCT 17 2006
J. COURTNEY

PEDRO CUEVAS
2506 North Front Street
Philadelphia, PA 19133

vs.

DAIMLERCHRYSLER CORPORATION
c/o CT CORPORATION
1515 Market Street
Philadelphia, PA 19103

COURT OF COMMON PLEAS
DIVISION

OCTOBER 2006 *TERM,*

No. 002251

CIVIL ACTION COMPLAINT
1C CONTRACT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desen defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acciôn en el plazo de veinte (20) dias después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer asi que el caso puede proceder sin usted y un juicio se puede incorporar contra usted compra la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relovaclón pedida por el demandante. Usted puede perder el dinero o la caracteristica de otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG Attorney for Plaintiffs
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

PEDRO CUEVAS 2506 North Front Street Philadelphia, Pa 19133	: COURT OF COMMON PLEAS
	: PHILADELPHIA COUNTY
vs.	: TERM, 2006
DAIMLER CHRYSLER CORPORATION c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, Pedro Cuevas, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 2506 North Front Street, Philadelphia, PA 19133.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about March 24, 2005, Plaintiff purchased a new 2005 Dodge Caravan manufactured and warranted by Defendant bearing the Vehicle Identification Number 1D4GP25BX5B320702. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $40,506.64.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about March 24, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective air conditioning system and belts. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X_____
DAVID J. GORBERG

Date: _____

Dealer Number _____ Contract Number _____

Buyer (and Co-Buyer) Name and Address (Inclu County and Zip Code)	Creditor - Seller (Name Address)
[redacted] PHILADELPHIA PA [redacted]	CHERRY HILL DODGE 1708 W. MARLTON PIKE CHERRY HILL NJ 08002

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2005	DODGE TRUCK CARAVAN	1D4GP25BX5B [redacted]	☐ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 4750.00
7.40 %	$ 6950.00	$ 28805.84	$ 35756.64	is $ 40506.64

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	495.62	Monthly beginning 04/23/2005

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. If the vehicle is primarily for personal, family, or household use and the cash price is $ 10,000 or less, the maximum charge for each late payment will be $ 10 .

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 355.08 sales tax) $ 29751.93 (1)

2 Total Downpayment =

Trade-In 2004 DODGE NEON
(Year) (Make) (Model)

Gross Trade-In Allowance	$ 24185.64
Less Pay Off Made By Seller	$ 23185.64
Equals Net Trade In	$ 1000.00
+ Cash	$ 500.00
+ Other REBATE	$ 3250.00

(If total downpayment is negative, enter "0" and see 4H below) $ 4750.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 25001.93 (3)

4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.
Life $ N/A
Disability $ N/A $ N/A

B Other Insurance Paid to the Insurance Company $ N/A

C Official Fees Paid to Government Agencies
N/A for N/A $ N/A
N/A for N/A $ N/A
N/A for N/A $ N/A

D Vehicle Tire Fee $ 7.50

E Government Taxes Not Included in Cash Price $ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any Insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the amount financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Insurance

☐ N/A _____ N/A
Type of Insurance Term

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

I want the insurance checked above.

X _____ _____
Buyer Signature Date

X _____ _____
Co-Buyer Signature Date

PTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before MARCH 24th, Year 2005. SELLERS INITIALS _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs [redacted] Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NOTICE TO RETAIL BUYER

Do not sign this contract in blank.
You are entitled to a copy of the contract at the time you sign.
Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [redacted] Date 03/24/05 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs _____ Date 03/24/05 By X _____ Title _____

Seller assigns its interest in this contract to BANK OF AMERICA, N.A. (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller CHERRY HILL DODGE By _____ Title _____

FORM NO. 553-NJ (REV. 2/05) Patent No. D460,782
©2005 Reynolds and Reynolds TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055
PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER / TRUTH-IN-LENDING COPY

on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.

d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay us on demand when we ask for it.

c. S[illegible] owe, you will pay the attorney's reasonable fee and court costs the law permits. If the vehicle is primarily for personal, family, or household use and the cash price is $10,000 or less, the maximum attorney's fee you will pay will be $100 plus 10% of the excess over $500 of the amount due when we hire the attorney.

d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, [illegible] it. Attorney fees [illegible] expenses.

Motor Vehicle Retail Order Agreement

☐ New ☐ Off Lease
☐ Demo ☐ Daily Rental
☐ Used

CHERRY HILL TRIPLEX

1805 W. MARLTON PIKE CHERRY HILL, NEW JERSEY 08002

☐ DODGE (856) 665-9000
☐ JEEP-KIA (856) 663-1500
☐ MITSUBISHI (856) 665-6799

CUSTOMER'S E-MAIL ADDRE

CUSTOMER [redacted] DATE 03/24/2005 STOCK NO. 320700

ADDRESS [redacted] PHILADELPHIA PA [redacted] State ZIP

HOME PHONE [redacted] WORK PHONE SALESPERSON DAVID KEEGAN

D. L. NO. SOC. SEC. NO. D.O.B. 05/2

PLEASE ENTER MY ORDER FOR ONE 2005 /DODGE TRUCK (YEAR AND MAKE) MODEL CARAVAN

BODY TYPE VAN FWD SE COLOR MAGNESIUM (MLES) 5 VIN 1 D 4 G P 2 5 B X 5 5 [redacted]

INTERIOR TRIM COLOR

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:

* Cash Purchase * Finance Purchase * Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

TO BE DELIVERED ON OR ABOUT

Price of Unit	29309.15
Additional Equipment (options)	
GOP	600.00
	N/A
	N/A
	N/A
	N/A
TIRE TAX	7.50

IF A PURCHASE, THE FOLLOWING APPLY:

Dealer Prep (U/C only)	89	00
N/C or U/C Service Contract	2938.91	
TOTAL PRICE	32935.56	
Less Trade-in	24185.64	
TOTAL TAXABLE AMOUNT	8749.92	
Sales Tax	355.00	
On Line Registration	7	70
*Estimated Motor Vehicle Fee	108.50	
Documentary Fee { Clerical Expense $99.00 / M.V. Processing $50.00	$149	00
PAY-OFF ON TRADE IN	23185.64	
TOTAL	32555.84	
Rebate (If Applicable)	3250.00	
Deposit (Minimum Required 10%)	500.00	
BALANCE IN CASH OR CERTIFIED CHECK DUE ON DELIVERY	28805.84	

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

IF A LEASE, THE FOLLOWING WILL ALSO APPLY:

MONTHLY PAYMENT AMOUNT $

TERM: MONTHS

MILEAGE PER YEAR

CASH DUE AT DELIVERY $

ARBITRATION: The terms of this Agreement are hereby incorporated herein and made a part of this Agreement. Dealer and you, the purchaser, agree that any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). The arbitration shall be conducted by a single arbitrator, if the parties agree to a specified single arbitrator, or otherwise by a panel of [illegible] If a panel of three arbitrators is used, each party shall

IF A NEW VEHICLE SALE . . .

The only warranties applying to this vehicle are those offered l manufacturer. The selling dealer sells this vehicle "as is" and h disclaims all warranties, either express or implied, including any i warranties of merchantability and fitness for a particular purpos liability of the selling dealer with respect to defects or malfunctions vehicle including, without limitation, those which pertain to perfor or safety, (whether by way of "strict liability," based upon the dealer's negligence, or otherwise), is expressly excluded and cu hereby assumes any such risks. The manufacturer's warranty affected by this disclaimer of warranties by the selling dealer.

IF USED VEHICLE SALE-CHECK APPROPRIATE BOX

☐ This vehicle is sold "as is" and the selling dealer hereby exp disclaims all warranties, either express or implied, including any i warranties of merchantability and fitness for a particular purpos liability of the selling dealer with respect to defects or malfunct this vehicle including, without limitation, those which pertain to mance or safety, (whether by way of "strict liability," based up selling dealer's negligence, or otherwise), is expressly exclud customer hereby assumes any such risks.

OR

☐ The only dealer warranty on this vehicle is the limited warrant is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to m necessary repairs, without charge, or return the full purchase p the customer in the event a used vehicle sold and intended to istered in this State fails to meet State Inspection Standards issuance of a certificate of approval due to a defect that is result of the customer's own act. The undersigned, before e into this contract, has been informed of dealer's obligation abo agrees to have the used vehicle inspected within 7 days from t of delivery of such vehicle.

03/ 24/ 05 X
Date Customer's Signature

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALI

The undersigned, has read and understood the above Dealer's Obliga does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION repairs without charge or return the full purchase price if the vehicle fail State Inspection Standards for the issuance of a certificate of approva the cause for the vehicle's rejection is an item which is "covered" by New Used Car Lemon/Warranty Law (P.L. 1995, Chpt. 373).

03/ 24/ 05 X
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 2004 Make DODGE Model NEON

VIN 1B3ES56C44 [redacted] Mileage 6

Trade-in Value 24185.64 Appraisal Date 03

Less Balance Owed 23185.64

Net Trade-in Allowance 1000.00

Balance Owed to: CITIZENS AUTOMOBILE FINANC

Address: P.O. BOX 255587 SACRAMENTO

election to lease is increased by Dealer, Customer may, if dissatisfied with the higher figure, cancel this Order. In the event a used motor vehicle ("trade-in") has been traded as part of the consideration for the new motor vehicle, the trade-in shall be returned to Customer upon payment of a reasonable charge for storage and repairs (if any), if the trade-in has been previously sold by Dealer, the amount received for it shall be returned to Customer less a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said trade-in for sale.

4. **TRADE-IN AND APPRAISAL.** Where Customer wishes to trade in a used motor vehicle ("trade-in") as part of the consideration for the motor vehicle ordered, Dealer may appraise the trade-in at the time of the execution of this Order by Customer. Dealer also reserves the right to reappraise the trade-in at the time of delivery. The Dealer shall not alter a trade-in appraisal from the time of the initial appraisal until the time of delivery unless:

(1) intervening factors indicate an apparent decrease in the value of the trade-in over and above ordinary wear and tear, and/or

(2) a change occurs in the mechanical performance of the vehicle

If such reappraised value is lower than the original allowance as shown on the front of this Order, Customer may, if dissatisfied, cancel this Order. Such right of cancellation must be exercised prior to actual delivery to the Customer of the motor vehicle ordered and the surrender of the used motor vehicle to Dealer.

Customer certifies that the engine block is not cracked, the vehicle has not been flooded, there is no significant vehicle defect or damage, the vehicle has not been involved in any accident, and the emission control equipment, including catalytic converter has never been altered or removed.

5. **DELIVERY OF TITLE TO DEALER.** Customer agrees to deliver to Dealer satisfactory evidence of title to any trade-in vehicle used as part of the consideration for the motor vehicle ordered at the time of delivery of such used motor vehicle to Dealer. Customer warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on this Order, and also warrants that the trade-in title does not contain any "title brand".

6. **NONREFUNDABLE DEPOSIT.** Unless this Order is cancelled by Customer in accordance with Paragraphs 3 and 4 above or prior to signing a leasing or financing agreement, Dealer shall have the right upon failure or refusal of Customer to accept delivery of the ordered vehicle or to comply with the terms of this Order, to retain as liquidated damages any cash deposit, in addition, where Customer has traded a used motor vehicle as part of the consideration for the vehicle ordered, Dealer shall have the right to sell such trade-in and reimburse himself out of the proceeds of such sale for the expenses specified in Paragraphs 3 and 4 above and for such other expenses and losses as Dealer [illegible] to comply with the provisions of this Order.

three arbitrators. If a panel of three arbitrators is used, each party shall have the right to select one of the arbitrators, and the third arbitrator, who shall be a competent and impartial person with at least ten (10) years experience in New Jersey in a calling connected with the subject matter of the arbitration, shall be selected by the other two arbitrators or, failing agreement by them, the AAA. The arbitrator(s) shall be entitled to award costs as part of their decision and shall award costs to the prevailing party, if there is one. The determination of the arbitrator(s) shall be final, binding and conclusive on all parties, and judgement upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

Customer Signature: X [redacted]

Account No.

Info. From

Good Thru

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies that the above mileage of trade-in vehicle is accurate. Customer warrants any trade-in vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on this order. Customer further warrants that he will deliver to dealer an original, legally valid and binding title to any trade-in vehicle, and that said title does not contain any "title brand".

X [redacted] 03 / 24 / 05
Date

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions of a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Customer, by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REIMBURSED BY THE MANUF[redacted]T TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC DOCUMENTARY SERVICE WHICH IS TO BE PERF[redacted]rder and of full legal capacity to enter into this contract.

Accepted By: 03/24/2005 [redacted] X [redacted]
Date Customer Signature

IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

*The motor vehicle fees shown on the Vehicle Buyer Order or Lease Contract for your vehicle are an approximation of the actual fees that will be charged by the New Jersey Division of Motor Vehicles to process the title and registration for your vehicle. When your title work has been completed, we will refund any excess fees that have been collected. If we have underestimated your motor vehicle fees, we will seek payment of such amount from you.

EXPIRY: MAR 31, 2007 VALID: 02/22/06

PLATE: GBV1584

TITLE: 21617101 8271

VIN: 1D4GP25BX5B320703

YR/MAKE: 2005 DODGE

TYPE: SW

ID: 06053 3902 210280 001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: PHILADELPHIA

[redacted]

PHILADELPHIA PA

[redacted]

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

Change your address online at: www.state.pa.us Pa Keyword "DMV"

CHERRY HILL DODGE

Service (856) 665-9000

"GET A QUOTE"

www.cherryhilltriplex.com

1-888-880-3499

CUSTOMER NO. 96970	ADVISOR KEVIN SAMPONA 3089	TAG NO.	INVOICE DATE 04/05/05	INVOICE NO. DOCS551430	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 620	COLOR MAGNESIUM P	STOCK NO. 320702
PHILADELPHIA, PA [redacted]	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P. O. NO.		RO DATE 04/05/05	
[redacted]	BUSINESS PHONE	COMMENTS			

MO: 621

LABOR & PARTS----------

J#1 28D07 BODY TECHCS 8288 WARRANTY

CUST STATES CHECK FOR NOISE FROM STEERING COLOMN WHEN OVER
BUMP SURFACES
DIAGNOSED FOUND NOISE IN COLOMN
ADJUSTED WEIGHT INSIDE OF COLOMN

JOB # 1 TOTAL LABOR & PARTS 0.00

J#2 28D07MISC BODY TECHCS 8288 INTERNAL

CUST STATES INSTALL ROOF RAILS
RAILS
INSTALLED AS NEEDED

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS----------

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

Reynolds and Reynolds ERAINTS914E CC228527 Q (12/00)

CUSTOMER COPY

[END OF INVOICE] 09:59am

CHERRY HILL DODGE

Service (856) 665-9000

"GET A QUOTE"

www.cherryhilltriplex.com

1-888-880-3499

CUSTOMER NO. 96970	ADVISOR JAMES NEWTON 520	TAG NO.	INVOICE DATE 05/10/05	INVOICE NO. DOCS556530	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 2,420	COLOR MAGNESIUM P	STOCK NO. 320702
PHILADELPHIA, PA [redacted]	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			SELLING DEALER NO.	PRODUCTION DATE
R [redacted]	BUSINESS PHONE	F. T. E. NO.	P. O. NO.	RO DATE 05/09/05	
		COMMENTS			

LABOR & PARTS

J# 2508OZAOF AT LUBE OIL & FILTER TECH(S) 888 INTERNAL

MO: 2420

KEY TAG OIL CHANGE AT COST

CHANGE OIL FILTER AND LUBE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK4095	90 BK W/5 OIL LOF		INTERNAL
JOB # 1	1	3744275	LUBRICANT 1- 81- 33		INTERNAL
JOB # 1	1	4105409-AB	FILTER EN 9057006		INTERNAL
JOB # 1	5	5W30	GF-3/SL 0		INTERNAL
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2408OZACC ACCESSORIES TECH(S) 77 WARRANTY

CUSTOMER STTAES THE CD PLAYER DOES NOT WORK PROPERLY
PULL RADIO TO GET CODE
PULLED RADIO FOR CODE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 2 TOTAL PARTS	0.00
			JOB # 2 TOTAL LABOR & PARTS	0.00

J# 2408OZA AIR CONDITIONING TECH(S) 77 WARRANTY

CUSTOMER STATES THE AC BLOWS HOT
TESTED AND FOUND SYSTEM BLOWING AT 45 DEGREES
RECHARGED AC SYSTEM AND ADDED DYE AS NEEDED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	4798219	DYES LEAK 1081034		WARRANTY
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 09:58am

CUSTOMER NO. 96970	ADVISOR JAMES NEWTON 520	TAG NO.	INVOICE DATE 05/10/05	INVOICE NO. DOCS56530	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 2,420	COLOR MAGNESIUM P	STOCK NO. 320702
PHILADELPHIA, PA [redacted]	YEAR/MAKE/MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE		DELIVERY DATE 03/24/05	DELIVERY MILES 5	
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
[redacted] BUSINESS PHONE	F.T.E. NO.	P.O. NO.	RO DATE 05/09/05		
TOTALS----------	COMMENTS				MO: 2420

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS, WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:58am

CUSTOMER NO. 96970	ADVISOR STEVEN LINSTROM 969	TAG NO.		INVOICE DATE 05/18/05	INVOICE NO. DOCS57785
[redacted] PHILADELPHIA, PA [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 2,666	COLOR MAGNESIUM P	STOCK NO. 320702
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
[redacted]	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			ELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.		P. O. N[redacted]		
BUSINESS PHONE	COMMENTS			P.O. DATE 05/18/05	

LABOR & PARTS----------

J# 1 08D07 [redacted] ELECTRICAL [redacted] MO: 2667

CUST STATES RADIO INOP.SOP PART. [redacted] WARRANTY
DIAGNOSED FOUND INTERNAL DEFECT WILL NOT PLAY CD'S
REMOVED AND REPLACED WITH EXCHANGE UNIT AS NEEDED

TOTALS---------- JOB # 1 TOTAL LABOR & PARTS 0.00

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS, WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED. PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES. FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:57am

CUSTOMER NO. 96970	ADVISOR JEFFREY SHERROD 547		TAG NO.	INVOICE DATE 06/09/05	INVOICE NO. DOCS560912
[redacted] PHILADELPHIA, PA [redacted]	LABOR RATE	LICENSE NO.	MILEAGE 3,690	COLOR MAGNESIUM P	STOCK NO. 320702
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			SELLING DEALER NO.	PRODUCTION DATE
[redacted]	BUSINESS PHONE	F. T. E. NO.	P. O. NO.	P.O. DATE 06/09/05	
		COMMENTS			

LABOR & PARTS----------

JOB # 1 240Z MISC. TECH 319 INTERNAL MO: 3691

CUST STS A/C NOT COLD
90 DEGREES OUTSIDE 60 DEGREES INSIDE 58 DEGREES ROLLING
NORMAL A/C OPERATION (NO SUBSTANDARD CONDITION FOUND
AT THIS TIME

TOTALS---------- JOB # 1 TOTAL LABOR & PARTS 0.00

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG.IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:57am

CUSTOMER NO. 96970	ADVISOR JEFFREY SHERROD 547	TAG NO.	INVOICE DATE 06/13/05	INVOICE NO. DOCS560974
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE 3,690	COLOR MAGNESIUM P	STOCK NO. 320702
[redacted]	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE		DELIVERY DATE 03/24/05	DELIVERY MILES 5
[redacted]	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]		SELLING DEALER NO.	PRODUCTION DATE
BUSINESS PHONE	F.T.E. NO. / COMMENTS	P.O. [redacted]	P.O. DATE 06/09/05	

LABOR & PARTS

JH 10/06/05 OK COOLING SYSTEM

CUST STS RATTLING AROUND BELT AREA
CHECKED OVER AND FOUND BELT WAS OUT OF ADJUSTMENT.
EVACUATED AND RECHARGED SYSTEM.

MO: 3690

TOTALS

JOB # 1 TOTAL LABOR & PARTS 0.00

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

END OF INVOICE 09:57am

CUSTOMER NO. 96970	ADVISOR STEVEN LINSTROM 969	TAG NO.		INVOICE DATE 06/21/05	INVOICE NO. DOCS562343
[redacted] PHILADELPHIA, PA [redacted]	LABOR RATE / LICENSE NO.	MILEAGE 4,070		COLOR MAGNESIUM P	STOCK NO. 320702
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
[redacted]	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]	F. T. E. NO.		SELLING DEALER NO.	PRODUCTION DATE
	BUSINESS PHONE	COMMENTS	P. O. NO.	RO DATE 06/20/05	

LABOR & PARTS----------

O#:212002 SUSPENSION/SYSTEM TECH:SJ/882 WARRANTY MO: 4070

CUST STATES GETTING A NOISE IN THE BELT.
CHECKED OVER AND FOUND FAULTY BELT
REPLACED BELT AS NEEDED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	4861733-AC	BELT ALTE 7003001	

JOB # 1 TOTAL PARTS WARRANTY 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

O#:212002 HEAT AND A/C TECH:SJ/882 WARRANTY

CUST STATES A/C IS BLOWING WARM.
CHECKED OVER AND FOUND TSB24-009-05
PEROFRMED TSB AS NEEDED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 2 TOTAL PARTS 0.00

JOB # 2 TOTAL LABOR & PARTS 0.00

TOTALS----------

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED. PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES. FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:57am

CUSTOMER NO. 96970 [redacted]

PHILADELPHIA, PA [redacted]

[redacted]

BUSINESS PHONE

ADVISOR: JEFFREY SHERROD

LABOR RATE	LICENSE NO.	TAG NO.	INVOICE DATE	INVOICE NO.
547			07/19/05	DOCS5664(

YEAR / MAKE / MODEL	MILEAGE	COLOR	STOCK NO.
05/DODGE TRUCK/CARAVAN/VAN FWD SE	5,470	MAGNESIUM P	320702

VEHICLE I.D. NO.	DELIVERY DATE	DELIVERY MILES
1 D 4 G P 2 5 B X 5 B [redacted]	03/24/05	5

F.T.E. NO.	P.O.	SELLING DEALER NO.	PRODUCTION DATE
	[redacted]		

COMMENTS	PO DATE
	07/19/05

MO: 5475

[redacted]

CUST STS BELTS SQUEAL,AND RATTLE
A/C COMPERSSOR
MAKING NOISE
ORDER A/C COMPRESSOR

[redacted]

JOB # 1 TOTAL LABOR & PARTS 0.00

[redacted]

CUST STS HUMMING NOISE FROM MOTOR,TRANS? WHEN APPLYING
BRAKES

NO SUBSTANDARD CONDITION FOUND MAY BE RELATED TO
A/C COMPRESSOR

TOTALS.....

JOB # 2 TOTAL LABOR & PARTS 0.00

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

PAGE 1 OF 1

CUSTOMER COPY

[END OF INVOICE] 09:50am

CUSTOMER NO. 96970

[redacted]

[redacted]

[redacted]

BUSINESS PHONE

ADVISOR: JEFFREY SHERROD 547

LABOR RATE | LICENSE NO. | TAG NO. | MILEAGE 5,698

YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/VAN FWD SE

VEHICLE I.D. NO.: 1 D 4 G P 2 5 B X 5 B [redacted]

F.T.E. NO. | P.O. NO. | COMMENTS

INVOICE DATE: 07/29/05 | INVOICE NO.: DOCS567610

COLOR: MAGNESIUM P | STOCK NO.: 320702

DELIVERY DATE: 03/24/05 | DELIVERY MILES: 5

SELLING DEALER NO. | PRODUCTION DATE

RO OPEN: 07/26/05

RO#: N24D02 [redacted] HEAT AND A/C [redacted] TECH: [redacted] WARRANTY MO: 5699

COST STS A/C INOP SOP PARTS
NEEDS COMPRESSOR AND TENSIONER
REPLACE COMPRESSOR AND TENSOINER HAD BELT SQUEAL
BELT TENSOINER WAS BAD

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	5005498-AF	COMPRESOR 24025005		WARRANTY
JOB # 1	2	82300329	FREON-134		WARRANTY
JOB # 1	2	5015778-AA	A/C OIL		WARRANTY
JOB # 1	1	4593633-AA	TENSIONER 9020002		WARRANTY
JOB # 1	1	4892444-AA	BELT POWE 7003001		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	TOTAL - SUBLET	INTERNAL
JOB # 1	D31213	567610	07/29/05	ONE DAY UNIVERSAL THREE DAYS INTERNALL		0.00

COMMENTS
UNIVERSAL ONE DAY RENTAL
AUTH C000278806

TOTALS

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF
THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR
IOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST.
LL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE.
E SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR
NSURANCE RENTAL CAR WHILE BEING REPAIRED.
LEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
1 MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
EE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
NNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---
: OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE
: A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED,
ASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT
-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

OF 1

CUSTOMER COPY

[END OF INVOICE] 09:49am

CUSTOMER NO. 96970 [redacted]	ADVISOR JEFFREY SHERROD				
[redacted]DELPHIA, PA [redacted]	LABOR RATE	LICENSE NO.	TAG NO.	INVOICE DATE 11/15/05	INVOICE NO. DOCS58285
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE		MILEAGE 9,721	COLOR MAGNESIUM P	STOCK NO. 320702
[redacted]	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	BUSINESS PHONE	F. I. E. NO.		SELLING DEALER NO.	PRODUCTION DATE
		COMMENTS	P.O. [redacted]	PROMISE 11/15/05	

MO: 9722

L & PARTS

CH#1C08D0Z ELECTRICAL TECH(S) 888 INTERNAL

CUST STS SLIDING DOOR FLASHERS DO NOT OPERATE

PROGRAM FLASHER TO GO OFF WHEN OPENING SLIDING DOORS

JOB # 1 TOTAL LABOR & PARTS 0.00

CH#2UBD0ZBUL LIGHTS TECH(S) 888 INTERNAL

CHECK HEADLIGHT SWITCH HEADLIGHTS SOMETIMES DO NOT TURN ON

ORDER NEW HEADLIGHT SWITCH

CH#3A09D0ZMISC MISCELLANEOUS TECH(S) 888 INTERNAL

CUST STS WHEN STOPING THERE IS A FEELING LIKE

SOMETHING IS HOLDING THE CAR BACK

TEST DROVE WITH CUSTOMER

NO SUBSTANDARD CONDITION FOUND AT THIS TIME

JOB # 2 TOTAL LABOR & PARTS 0.00

CH#4C0D0ZABUL SERP BELT TECH(S) 888 INTERNAL

CUST STS SERP BELT IS MAKING WHISTLING NOISE FROM BELTS

ORDERD NEW SHIELD

JOB # 3 TOTAL LABOR & PARTS 0.00

TALS

JOB # 4 TOTAL LABOR & PARTS 0.00

E BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF
E CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR
T MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST.
REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE.
SERVICE ALL MAKES AND MODELS, WILL ARRANGE FOR YOUR
URANCE RENTAL CAR WHILE BEING REPAIRED.
SE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
R OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR--

F US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE
PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED,
CONTACT MIKE EVANGELISTA SERVICE MANAGER AT
2-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

D U P L I C A T E I N V O I C E **********

1

CUSTOMER COPY

END OF INVOICE

CUSTOMER NO. 96970

[redacted] PA [redacted]

[redacted]

BUSINESS PHONE

ADVISOR: JEFFREY SHERROD
LABOR RATE: 547
LICENSE NO.
TAG NO.
YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/VAN FWD SE
MILEAGE: 10,091
INVOICE DATE: 11/21/05
INVOICE NO.: DOC5583
VEHICLE I.D. NO.: 1 D 4 G P 2 5 B X 5 B [redacted]
COLOR: MAGNESIUM P
STOCK NO.: 320702
F.T.E. NO.
DELIVERY DATE: 03/24/05
DELIVERY MILES
COMMENTS
P.O. N[redacted]
SELLING DEALER NO.
PRODUCTION DATE
P.O. DATE: 11/21/05

MO: 10092

CUST STS NOISE FROM BELT AREA
SHIELD FOR BELT
REPLACE SHEILD FOR BELT
TECH 3186 LEFT PART OFF VEHICLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	4857511-AA	SHIELD AC 23034123		INTERNAL
JOB # 1	4	6030441	PIN RETAI 18050047		INTERNAL
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

CUST STS HEADLIGHTS CUT ON AND OFF
OPEN CIRCUIT
NEEDS HEADLIGHT SWITCH

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	YD211DV-AA	SWITCH LI 8053059		WARRANTY
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

E BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF
CHERRY HILL DODGE BLDG.IS A DIRECT REPAIR FACILITY FOR
T MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST.
REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE.
SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR
RANCE RENTAL CAR WHILE BEING REPAIRED.
SE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
OPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
R OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---
US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE
PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED,
CONTACT MIKE EVANGELISTA SERVICE MANAGER AT
-1678

USTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

END OF

CUSTOMER NO. 96970 [redacted]	ADVISOR KEVIN SAMPONA 3089				
	LABOR RATE	LICENSE NO.	TAG NO.	INVOICE DATE 02/24/06	INVOICE NO. DOCS59634
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE		MILEAGE 13,386	COLOR MAGNESIUM P	STOCK NO. 320702
[redacted]	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	F. T. E. NO.			SELLING DEALER NO.	PRODUCTION DATE
BUSINESS PHONE	COMMENTS		P.O. NO.	RO DATE 02/24/06	

LABOR & PARTS

MO: 13388

W/L 07D07 [redacted] CKG COOLING SYSTEM [redacted] TECH(S) 345 [redacted] INTERNAL

CUST STATES CHECK FOR WHISTLE NOISE FROM BELT AGAIN
CHECKED BELT FOR NOISE
FOUND NOISE IS NORMAL SOUND IS FROM ENGINE AS PER TECH

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	PK4095	90 BK W/5 OIL LOF		INTERNAL
JOB # 1	1	3744275	LUBRICANT 1- 81- 33		INTERNAL
JOB # 1	1	4105409-AB	FILTER EN 9057006		INTERNAL
JOB # 1	5	5W20	GF-3/SL 0		INTERNAL
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

W/L 2108D07 [redacted] ELECTRICAL [redacted] TECH(S) 345 [redacted] INTERNAL

CUST STATES RADIO IS INO LOOSING CONTACT--ON AND OFF
RADIO IS ON AM SETTING--WILL CUT OUT WEAK SIGNALS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

W/L 21D07 [redacted] TRANSMISSION SYSTEM [redacted] TECH(S) 345 [redacted] INTERNAL

CUST STATES TRANSMISSION HAS A BANG WHEN COMING TO A DOWN SHIFT
ROADTESTED FOUND NO CODES EVERYTHING OKAY AS PER TECH

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

W/L 26D02A10 [redacted] LUBE OIL & FILTER [redacted] TECH(S) 345 [redacted] INTERNAL

SCHEDULED MAINTENANCE LUBE OIL & FILTER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 4 TOTAL PARTS		0.00
			JOB # 4 TOTAL LABOR & PARTS		0.00

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 09:49am

CHERRY HILL DODGE

Service (856) 665-9000

"GET A QUOTE"

www.cherryhilltriplex.com

1-888-880-3499

CUSTOMER NO. 96970	ADVISOR KEVIN SAMPONA 3089	TAG NO.		INVOICE DATE 02/24/06	INVOICE NO. DOCS596345
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 13,386	COLOR MAGNESIUM P	STOCK NO. 320702
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			SELLING DEALER NO.	PRODUCTION DATE
RE[redacted]	F. T. E. NO.	P. O. [redacted]		R. O. DATE 02/24/06	
TOT[redacted]	COMMENTS				

MO: 13388

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS, WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED. PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES. FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:49am

CUSTOMER NO. 96970	ADVISOR JEFFREY SHERROD 547	TAG NO.		INVOICE DATE 08/03/06	INVOICE NO. DOCS621029
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 13,386	COLOR MAGNESIUM P	STOCK NO. 320702
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/VAN FWD SE			DELIVERY DATE 03/24/05	DELIVERY MILES 5
	VEHICLE I.D. NO. 1 D 4 G P 2 5 B X 5 B [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO.	P.O. [redacted]		PO DATE 08/03/06	
	COMMENTS				

[redacted] MO: 13387

CUST STS DRIVERS SIDE SLIDING DOOR HAS BROKEN TRACK
ORDER NEW TRACK

COMMENTS---------- JOB # 1 TOTAL LABOR & PARTS 0.00
DELETED OPERATION(S)----------
23DOZ BODY
TOTALS---------- 08DOZACC ACCESSORIES

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG,IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****
DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE] 09:49am

CUSTOMER NO. [redacted]

ADVISOR: JEFFREY SHERROD

LABOR RATE	LICENSE NO.	TAG NO.	INVOICE DATE	INVOICE NO.
547			08/16/06	DOCS6229

YEAR/MAKE/MODEL	MILEAGE	COLOR	STOCK NO.
05/DODGE TRUCK/CARAVAN/VAN FWD SE	17,860	MAGNESIUM P	320702

VEHICLE I.D. NO.	DELIVERY DATE	DELIVERY MILES
1 D 4 G P 2 5 B X 5 B [redacted]	03/24/05	5

F.T.E. NO.	SELLING DEALER NO.	PRODUCTION DATE

COMMENTS	P.O. N[redacted]	RO DATE
		08/16/06

MO: 17861

[redacted]

J#10 23D0Z BODY SYSTEM LEGACY 3209 WARRANTY

CUST STS SLIDING DOOR ON DRIVERS SIDE IS LOCKING UP
SOP PARTS
SLIDING DOOR HARNESS
REPLACE SLIDING DOOR HARNESS

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 1	1	4868117-AC	CHANNEL S 23009051	

JOB # 1 TOTAL PARTS — WARRANTY 0.00
JOB # 1 TOTAL LABOR & PARTS — 0.00

J#22 21D0Z TRANSMISSION SYSTEM LEGACY 3228 INTERNAL

CUST STS WHEN SLOWING DOWN TO STOP AND PUSHING GAS TO
ACCELERATE THE TRANS BANGS INTO GEAR
UNABLE TO DUPLICATE CONCERN AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE
JOB # 2	1	PK4095	90 BK W/5 OIL LOF	
JOB # 2	1	3744275	LUBRICANT 1- 81- 33	
JOB # 2	1	4105409-AB	FILTER-EN 9057006	
JOB # 2	5	5W20	GF-3/SL 0	

JOB # 2 TOTAL PARTS — INTERNAL
JOB # 2 TOTAL LABOR & PARTS — INTERNAL
INTERNAL
INTERNAL
INTERNAL
0.00

J#26D0Z MAINTENANCE LEGACY 3288 INTERNAL

CUST STS PERFORM LOF AS PER MIKE E AS PER GOODWILL
CHECK VEHICLE OVER COMPLETELY AS PER MAINTENANCE SCHEDULE
E

S	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 3 TOTAL PARTS — 0.00
JOB # 3 TOTAL LABOR & PARTS — 0.00

CODE	DESCRIPTION	CONTROL NO.
3	WASTE ENVIRONMENTAL DISPOSAL	

TOTAL - MISC — INTERNAL 0.00

CUSTOMER COPY

[CONTINUED ON NEXT PAGE]

CUSTOMER NO. [redacted]

ADVISOR: JEFFREY SHERROD

LABOR RATE: 547 | LICENSE NO. | TAG NO. | MILEAGE: 17,860

YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/VAN FWD

VEHICLE I.D. NO.: 1 D 4 G P 2 5 B X 5 B [redacted]

F.T.E. NO.

COMMENTS | P.O. [redacted]

INVOICE DATE: 08/16/06 | INVOICE NO.: DOCS6229

COLOR: MAGNESIUM P | STOCK NO.: 320702

SHIPPED DATE: 03/24/05 | DELIVERY MILES: 5

SELLING DEALER NO. | PRODUCTION DATE

PROMISE DATE: 08/16/06

MO: 17861

THE BODYSHOP AT CHERRY HILL TRIPLEX,LOCATED IN THE REAR OF THE CHERRY HILL DODGE BLDG.IS A DIRECT REPAIR FACILITY FOR MOST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST. ALL REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE. WE SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR INSURANCE RENTAL CAR WHILE BEING REPAIRED.
PLEASE CONTACT ERNIE TONZELLO,BODYSHOP MANAGER
ALL MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
FREE SHUTTLE SERVICE TO HOME,OFFICE,OR THE MALL
WINNER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

ALL OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE WAS A PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED, PLEASE CONTACT MIKE EVANGELISTA SERVICE MANAGER AT 856-382-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE
****

DUPLICATE INVOICE **********

CUSTOMER COPY

[END OF INVOICE

[redacted]

JEFFREY SHERROD 547

10/03/06 DOCS628

05/DODGE TRUCK/CARAVAN/VAN FWD 19,762 MAGNESIUM P 320702

1 D 4 G P 2 5 B X 5 B [redacted] 03/24/05

09/29/06

MO: 19763

LABOR & PARTS----------

J#1:08D07 ELECTRICAL TECH(S):77 WARRANTY

CUST STS ALL INTERIOR ELECTRICAL FUNCTIONS ARE FLASHING
RADIO.INTERIOR LIGHTS.AND HEADLIGHTS
DIAGNOSED AND INSTRUCTED TO REPALCE BCM.PART IS ON
RESTRICTION(CALLED STAR.FLASHED BCM AND FAULT CAME BACK)
REPALCED BCM AND FLASH NEW BCM

J#:2:09D02MISC MISCELLANEOUS TECH(S):888 INTERNAL

RENTAL AS PER UNIVERSAL
ADD CAUSE
ADD CORRECTION

JOB # 1 TOTAL LABOR & PARTS 0.00

SUBLET----PO#-------VEND INV#-INV.DATE-DESCRIPTION----------
JOB # 2 D35093 628874 10/03/06 THREE DAY RENTAL AS PER UNIVERSAL

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS----------
UNIVERSAL AUTH# C000513068
SPOKE WITH DENNY

TOTALS---------- TOTAL - SUBLET INTERNAL 0.00

HE BODYSHOP AT CHERRY HILL TRIPLEX.LOCATED IN THE REAR OF
HE CHERRY HILL DODGE BLDG.IS A DIRECT REPAIR FACILITY FOR
IST MAJOR INSURANCE COMPANIES. FREE ESTIMATES ON REQUEST.
L REPAIRS GUARANTEED FOR AS LONG AS YOU OWN YOUR VEHICLE.
SERVICE ALL MAKES AND MODELS. WILL ARRANGE FOR YOUR
URANCE RENTAL CAR WHILE BEING REPAIRED.
ASE CONTACT ERNIE TONZELLO.BODYSHOP MANAGER
MOPAR PARTS & LABOR GUARANTEED 1 YR OR 12000 MILES.
SHUTTLE SERVICE TO HOME.OFFICE.OR THE MALL
ER OF DAIMLERCHRYSLER HIGHEST AWARD---FIVESTAR---

OF US AT CHERRY HILL DODGE HOPE YOUR SERVICE EXPERIENCE
PLEASANT ONE. IF YOU ARE NOT COMPLETELY SATISFIED,
E CONTACT MIKE EVANGELISTA SERVICE MANAGER AT
32-1678

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

ACCOUNTING COPY

END OF INVOICE

1178778 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
03/20/2007
Log Number 512055815

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Cover Sheet, Notice, Complaint, Verification, Attachments
COURT/AGENCY:	Philadelphia County Court of Common Pleas, Pennsylvania, PA Case # 002260
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to correct and/or repair defects on a 2005 Chrysler Town & Country
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 03/20/2007 at 10:45
APPEARANCE OR ANSWER DUE:	Within 20 days 4/9
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 1234 Market Street, Suite 2040 Philadelphia, PA, 19107 215.563.7210
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 791257003339 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Tyeasha Weaver 1515 Market Street Suite 1210 Philadelphia, PA, 19102
TELEPHONE:	215-563-7750

CLARK HILL PLC
ADR WARRANTY
MAR 2 8 2007

MAIL/REG. AGENT
SEC. OF STATE/PROCESS SERVER

2007 MAR 22 PM 1:00

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

RECEIVED
Warranty Group
MAR 2 9 2007
Office of the General Counsel
DaimlerChrysler Corporation

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

MARCH 2007 002280

PLAINTIFF'S NAME	DEFENDANT'S NAME
[redacted]	Daimler Chrysler Corporation
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
[redacted] Philadelphia, Pa [redacted]	c/o CT Corporation 1515 Market Street Philadelphia, Pa 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NO. OF DEFENDANTS	COMMENCEMENT OF ACTION
		☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
☒ $50,000.00 or less ☐ More than $50,000.00	☒ Arbitration ☐ Jury ☐ Non-Jury ☐ Other:	☐ Mass Tort ☐ Savings Action ☐ Petition	☐ Commerce ☐ Minor Court Appeal ☐ Statutory Appeals	☐ Settlement ☐ Minors ☐ W/D/Survival

CASE TYPE AND CODE (SEE INSTRUCTIONS)

1C Contract

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

N/A

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

NONE

IS CASE SUBJECT TO COORDINATION ORDER?

Yes	No
☐	☐
☐	☐
☐	☐

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS (SEE INSTRUCTIONS)
DAVID J. GORBERG	1234 Market Street Suite 2040 Philadelphia, Pa 19107
PHONE NUMBER: 215-563-7210 / FAX NUMBER: 215-563-8738	
SUPREME COURT IDENTIFICATION NO: 53084	E-MAIL ADDRESS
SIGNATURE	DATE: January 31, 2007

Assessment of damages is/[redacted] Required

This is [redacted] Arbitration

ATTEST

MAR 20 2007

JOHN SHELLENBERGER

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT; IF ONE OR MORE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

USTED ESTA ORDENADO COMPARECER EN ARBITRATION HEARING
1880 JFK BLVD., 6TH FL.
PHILADELPHIA, PA 19103
TIME: 9:30 AM
NOV 14 2007

YOU MUST STILL COMPLY WITH THE NOTICE BELOW.
USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

DAVID J. GORBERG & ASSOCIATES, P.C.
BY: DAVID J. GORBERG
IDENTIFICATION NO. 53084
SUITE 2040
1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107
(215) 563-7210

ATTORNEY FOR Plaintiffs

KIMBERLY DEMPSEY-MILLER
508 Independence Avenue
Philadelphia, Pa 19126

COURT OF COMMON PLEAS
DIVISION

MARCH 2007 *TERM,*

vs.

DAIMLER CHRYSLER CORPORATION
c/o CT CORPORATION
1515 Market Street
Philadelphia, PA 19103

No. 002260

CIVIL ACTION COMPLAINT

IC CONTRACT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desen defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acciôn en el plazo de veinte (20) dias después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer asi que el caso puede proceder sin usted y un juicio se puede incorporar contra usted compra la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relovación pedida por el demandante. Usted puede perder el dinero o la caracteristica de otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG Attorney for Plaintiffs
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

KIMBERLY DEMPSEY-MILLER 508 Independence Avenue Philadelphia, Pa 19126	: COURT OF COMMON PLEAS
	: PHILADELPHIA COUNTY
vs.	: TERM, 2007
DAIMLER CHRYSLER CORPORATION c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, Kimberly Dempsey-Milller, is an adult individual citizen and legal resident of the State of New Jersey, residing at 508 Independence Avenue, Philadelphia, Pa 19126.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about September 6, 2005, Plaintiff purchased a 2005 Chrysler Town & Country manufactured and warranted by Defendant bearing the Vehicle Identification Number 2C4GP44R55R407108. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $26,237.08.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about September 6, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective suspension system and/or brake system. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X Kimberly Dempsey-Miller

Kimberly Dempsey-Miller

Date: 1/16/07

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT
Case Type - Contract

Mark and Joan Flaig,

Plaintiffs,

vs.

DaimlerChrysler Corporation,
a Delaware corporation licensed
to transact business in the
State of Minnesota,

Defendant.

SUMMONS

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY summoned and required to Answer this the Complaint of the Plaintiffs in the above-entitled action, which Complaint is hereto annexed and herewith served upon you, and to serve a copy of your Answer to the said Complaint on attorneys for the Plaintiffs at their offices, 5901 South Cedar Lake Road, Minneapolis, Minnesota 55416, County of Hennepin, within twenty (20) days after service of this Summons upon you, exclusive of the day of such service, and if you fail to do so within the time aforesaid, the Plaintiffs in this action will apply to the Court for the relief demanded in the Complaint.

Dated: 3/28/07

HAUER, FARGIONE, LOVE
LANDY & MCELLISTREM, P.A.

Todd E. Gadtke
5901 South Cedar Lake Road
Minneapolis, MN 55416
(952) 544-5501
Atty. Reg. No. 0276704

ATTORNEY FOR PLAINTIFFS

STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT
Case Type - Contract

Mark and Joan Flaig,

Plaintiffs,

vs.

DaimlerChrysler Corporation,
a Delaware corporation licensed
to transact business in the
State of Minnesota,

Defendant.

COMPLAINT

Plaintiffs, Mark and Joan Flaig, as and for their cause of action against Defendant allege as follows:

1.

At all times relevant to Plaintiffs' claims in this case, Plaintiffs have resided at 2404 - 9th Street SW, City of Willmar, in the County of Kandiyohi, State of Minnesota.

2.

Defendant is a Delaware corporation qualified to transact business in the State of Minnesota. Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota, County of Hennepin. Defendant's authorized dealers ultimately sell said motor vehicles to Minnesota consumers.

3.

Defendant corporation does not have an office or business place in the State of Minnesota. Defendant does, however, maintain an agent for service of process in the State of Minnesota. Said agent is located in Hennepin County at 100 South Fifth Street, Minneapolis, Minnesota. Therefore, pursuant to Minn. Stat. § 542.09, venue is proper in Hennepin County.

4.

On or about February 2005, Plaintiffs purchased a 2005 Dodge Caravan (the "subject vehicle") from Defendant's authorized dealer.

5.

Defendant manufactured the subject vehicle.

6.

The vehicle identification number of the subject vehicle is 2D4GP44L95R306488.

7.

Plaintiffs took delivery of the subject vehicle on or about February 2005.

8.

Included with the purchase of the subject vehicle was a manufacturer's express written new vehicle warranty.

9.

The problems, conditions and/or defects experienced by Plaintiffs are evidenced by, but not necessarily limited to, doors intermittently inoperable, brake problems, paint peeling, engine noise, fluid leak, power windows intermittently inoperable, and headlamps not shutting off

10.

Plaintiffs made repeated attempts to have Defendant correct the warranted problems with the subject vehicle.

COUNT 1
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 2.
("MINNESOTA LEMON LAW")

11.

Plaintiffs reallege Paragraphs 1 through 10 as though fully set forth herein.

12.

Plaintiffs are "consumers" as the Minnesota Lemon Law defines that term.

13.

Defendant is a "manufacturer" as the Minnesota Lemon Law defines that term.

14.

The vehicle warranty purchased by Plaintiffs is a "manufacturer's express warranty" and "warranty" as the Minnesota Lemon Law defines that term.

15.

Plaintiffs reported the vehicle nonconformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty and during the two year period following the date of original delivery of the motor vehicle to Plaintiffs.

16.

Defendant failed to make the repairs necessary to conform the subject vehicle to the applicable express warranty.

17.

Defendant has therefore violated Minn. Stat. § 325F.665, subd. 2.

18.

Plaintiffs, therefore, are entitled to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in this action as set forth under the Minnesota Lemon Law.

COUNT 2
VIOLATION OF MINN. STAT. § 325F.665, SUBD. 3.
("MINNESOTA LEMON LAW")

19.

Plaintiffs reallege Paragraphs 1 through 18 as though fully set forth herein

20.

Defendant has attempted an unreasonable number of repairs of the subject vehicle for the same warranted defect or condition.

21.

The nonconformities in the subject vehicle substantially impair the use and/or market value of the subject vehicle to Plaintiffs.

22.

Defendant has therefore made an unreasonable number of attempts to conform the subject vehicle to the express warranty provided to Plaintiffs by Defendant.

23.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 3, thereby entitling Plaintiff to a full refund, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

COUNT 3
VIOLATION OF 15 U.S.C. SECTION 2301 *ET SEQ.*
("MAGNUSON-MOSS WARRANTY ACT")

24.

Plaintiffs reallege Paragraphs 1 through 23 as though fully set forth herein.

25.

The subject vehicle is a "consumer product" as the Magnuson-Moss Warranty Act defines that term.

26.

The warranty purchased by Plaintiffs is a "warranty" as the Magnuson-Moss Warranty Act defines that term.

27.

Plaintiffs are "consumers" as the Magnuson-Moss Warranty Act defines that term.

28.

Defendant is a "warrantor" as the Magnuson-Moss Warranty Act defines that term.

29.

Defendant has failed to conform the subject vehicle to its written/express warranty after a reasonable number or repair attempts or number of days.

30.

Defendant has therefore violated the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2310(d)(1) and 2310(e), thereby entitling Plaintiffs to (i) revoke acceptance of the vehicle, (ii) receive a full refund of the purchase price of the vehicle plus all out of pocket expenses related to the vehicle, (iii) recover loss of use damages measured by the cost to rent a like vehicle for the periods during which the subject vehicle has not conformed to the written or implied warranties, and (iv) compensation for their reasonable legal fees and litigation costs incurred in prosecuting this matter.

COUNT 4
BREACH OF EXPRESS WARRANTY
(VIOLATION OF MINN. STAT. § 336.2-607)

31.

Plaintiffs reallege Paragraphs 1 through 30 as though fully set forth herein.

32.

Plaintiffs notified Defendant of its failure to remedy numerous defects in the subject vehicle within a reasonable time after discovering them.

33.

Defendant's express warranty required it to remedy the defects in the subject vehicle, but Defendant failed to do so, or to do so within a reasonable period of time. Defendant has, therefore, breached its warranty to Plaintiffs.

34.

Defendant's breach of warranty has directly and proximately caused Plaintiffs' damages.

35.

Defendant has thereby violated Minn. Stat. § 336.2-607. Plaintiffs are therefore entitled to recover their actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant.

COUNT 5
REVOCATION OF ACCEPTANCE
(VIOLATION OF MINN. STAT. § 336.2-608)

36.

Plaintiffs reallege Paragraphs 1 through 35 as though fully set forth herein.

37.

Plaintiffs reported the nonconformities outlined above to Defendant during the term of the applicable express warranty and within a reasonable time after discovering the same.

38.

The nonconformities outlined above substantially impair the value of the subject vehicle.

39.

Plaintiffs were reasonably induced to accept the subject motor vehicle by the difficulty of discovery of said nonconformities before acceptance and by Defendant's assurances that the subject vehicle conformed to its warranties.

40.

Plaintiffs provided Defendant with a reasonable number of opportunities to cure the nonconformities in the subject vehicle, but Defendant failed to seasonably cure said nonconformities.

41.

Plaintiffs revoked acceptance of the subject vehicle within a reasonable time after discovery of the nonconformities outlined above.

42.

Plaintiffs are therefore entitled to recover the full purchase price of the subject motor vehicle plus all incidental and consequential damages including, but not limited to, loss of use damages.

COUNT 6
VIOLATION OF MINN. STAT. § 325G.19
(EXPRESS WARRANTIES)

43.

Plaintiffs reallege Paragraphs 1 through 42 as though fully set forth herein.

44.

Defendant was the maker of an express warranty.

45.

Defendant has breached, and otherwise failed to honor, the terms of its warranty by failing to remedy the defects in the subject motor vehicle as stated above.

46.

Pursuant to Minn. Stat. § 325G.20, Defendant has thereby violated Minn. Stat. § 325F.69 (Prevention of Consumer Fraud Act) entitling Plaintiffs to damages in an amount to be determined at trial plus legal fees and litigation costs.

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendant for damages including but not limited to in the amount of Fifty Thousand Dollars ($50,000), plus incidental and consequential damages, loss of use damages, attorney fees and litigation costs in a reasonable amount to be specifically proven at the time of trial, together with pre-judgment and post-judgment interest and all other costs the Court deems just.

Dated: 3/12/12

HAUER,FARGIONE, LOVE
LANDY & McELLISTREM, P.A.

Todd E. Gadtke
5901 South Cedar Lake Road
Minneapolis, MN 55416
952-544-5501
Atty. Reg. No. 0276704
ATTORNEYS FOR PLAINTIFFS

ACKNOWLEDGMENT

Plaintiffs assert these claims in good faith and acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes Section 549.211, subd. 2 (1994).

Dated: 3/28/97

HAUER, ARGIONE, LOVE
LANDY & McELLISTREM, P.A.

Todd E. Gadtke
5901 South Cedar Lake Road
Minneapolis, MN 55416
952-544-5501
Atty. Reg. No. 0276704

ATTORNEY FOR PLAINTIFFS

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

STEPHEN FOX 156 Walt Whitman Blvd. Cherry Hill, N.J. 08003	: SUPERIOR COURT OF NEW JERSEY : LAW DIVISION : CAMDEN COUNTY
vs.	: DOCKET NO. L -6694-06
DAIMLERCHRYSLER CORPORATION c/o CT CORPORATION 820 BEAR TAVERN ROAD WEST TRENTON, N.J. 08628	: CIVIL ACTION : COMPLAINT AND JURY TRIAL DEMAND

COMPLAINT

1. Plaintiff, Stephen Fox, is an adult individual citizen and legal resident of the State of New Jersey, residing at 156 Walt Whitman Blvd., Cherry Hill, N.J. 08003.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the State of New Jersey with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 820 Bear Tavern Road, West Trenton, N.J. 08628.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about March 23, 2004, Plaintiff leased a new 2005 Dodge Grand Caravan, (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1D4GP24R75B232804. The vehicle was leased in the State of New Jersey and registered in the State of New Jersey.

5. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, totaled $18,410.00.

6. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet, including a three (3) year or thirty-six thousand mile bumper-to-bumper express warranty.

7. After taking possession of the above mentioned vehicle, Plaintiff experienced defects and nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

8. Said nonconformities consisted of, but were not limited to defective electrical system. Copies of the repair orders are attached hereto and marked as Exhibit "A".

9. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

10. Plaintiff has delivered the nonconfirming vehicle to an authorized service and repair facility of the defendant more than two (2) times for the same nonconformity, and after a reasonable number of attempts, Defendant was unable to repair the nonconformities.

11. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

12. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of twenty (20) days or more.

13. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

14. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and/or its authorized service center, may not have maintained records.

15. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its warranty.

16. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney's fees and all court costs.

COUNT I
NEW JERSEY AUTOMOBILE LEMON LAW CLAIM

17. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Plaintiff's vehicle is a "New Motor Vehicle" as defined by N.J.S.A.56:12-30.

21. Said vehicle experienced defects and nonconformities within the first two years of purchase or within the first eighteen thousand (18,000) miles, which substantially impair the use, value and/or safety of said vehicle.

22. Defendant failed to correct and/or repair said nonconformities.

23. The nonconformities violate the express written warranties issued to Plaintiff by

Defendant.

24. Section 56:12-32 of the New Jersey Lemon Law provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

25. Section 56:12-33 of the New Jersey Lemon Law provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

26. Plaintiff has satisfied the above definition as the vehicle has been subject to repair

more than three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

27. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) days or more.

28. As a direct and proximate result of Defendant's failure to repair the nonconformities, Plaintiff has suffered damages and, in accordance with N.J.S.A. 56:12-32, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

29. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney's fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

33. Plaintiff uses the subject product for personal, family and household purposes.

34. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

35. Defendant failed to make effective repairs, or failed to make effective repairs

within a reasonable time.

36. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

37. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees. Amount not in excess of $75,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

39. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

40. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability,

c. Breach of Implied Warranty of Fitness For a Particular Purpose,

d. Breach of Duty of Good Faith.

41. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

42. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

43. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

44. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

45. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to the contract price of the subject vehicle, plus all collateral charges and attorney fees.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiffs
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues set forth herein.

Dana Lynn Tarquini, Esquire
Attorney for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned, of full age, hereby certifies:

1. I am an attorney of the state of New Jersey and am an associate in the firm of David J. Gorberg & Associates, P.C. and am the attorney principally charged with handling this matter.

2. To the best of my knowledge and information, the within action is not the subject of any other action pending in any court, or any arbitration proceedings contemplated.

3. To the best of my knowledge and information, there are no other parties who should be joined to this action at this time.

4. This Certification is provided pursuant to the requirements of Rule 4:5-1.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dana Lynn Tarquini, Esquire

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DANA LYNN TARQUINI** Attorney for Plaintiff
Greentree Commons
8001 D Lincoln Drive West
Marlton, N.J. 08053
(856)797-0703

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Dana Lynn Tarquini, Esquire, is hereby designated as trial counsel.

Dana Lynn Tarquini, Esquire

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer.

X Steven Fox
Steven Fox

Date: 8/24/06

1/7/258 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
08/01/2006
Log Number 511358942

ADR WARRANTY
AUG 07 2006

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Douglas Franciosa and Andrea Franciosa, Pltfs. vs. Daimlerchrysler Corporation, Dft. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Notice, Complaint, Verification, Attachments
COURT/AGENCY:	Court of Common Pleas of Philadelphia County, Pennsylvania, PA Case # 003872
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Plaintiff alleges that a certain 2005 Dodge Caravan, VIN#1D4GP25B558346625, is defective
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 08/01/2006 at 14:53
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	David J. Gorberg 1234 Market Street Philadelphia, PA, 19107 215 563-7210
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790510944050 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Tyeasha Weaver 1515 Market Street Suite 1210 Philadelphia, PA, 19102 215-563-7750

8/21

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 AUG -2 PM 1:02
BY MAIL/REG. AGENT
SERVE STATE/PROCESS SERVER

RECEIVED
AUG 04 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

JULY 2006

003872

PLAINTIFF'S NAME	DEFENDANT'S NAME
Douglas Franciosa	DaimlerChrysler Corporation
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
4118 Vernon Road Drexel Hill, PA 19026	C/O CT Corporation 1515 Market St Phila., PA 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
Andrea Franciosa	
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
4118 Vernon Road Drexel Hill, PA 19026	
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NO. OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	[X] Complaint [ ] Petition Action [ ] Notice of Appeal [ ] Writ of Summons [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
[X] $50,000.00 or less [ ] More than $50,000.00	[X] Arbitration [ ] Jury [ ] Non-Jury [ ] Other:	[ ] Mass Tort [ ] Savings Action [ ] Petition	[ ] Commerce [ ] Minor Court Appeal [ ] Statutory Appeals	[ ] Settlement [ ] Minors [ ] W/D/Survival

CASE TYPE AND CODE (SEE INSTRUCTIONS)

1C CONTRACT

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

N/A

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)	IS CASE SUBJECT TO COORDINATION ORDER? Yes	No
NONE	[ ]	[ ]
	[ ]	[ ]
	[ ]	[ ]

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS (SEE INSTRUCTIONS)
David J. Gorberg	1234 Market Street Phila., PA 19107
PHONE NUMBER: 563-7210 / FAX NUMBER: 563-8738	
SUPREME COURT IDENTIFICATION NO.	E-MAIL ADDRESS
53084	
SIGNATURE	DATE
	6/23/06

21-101 (Rev. 12/99)

ASSESSMENT OF DAMAGES IS/~~NOT~~ REQUIRED

THIS 19[redacted] ARBITRATION

ATTEST

AUG 01 2006

J. COURTNEY

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT, IF ONE OR MORE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

YOU ARE ORDERED TO COMPARECER EN ARBITRATION HEARING
1880 JFK BLVD., 5TH FL.
PHILADELPHIA, PA 19103
TIME: 9:30am
MAR 29 2007
YOU MUST STILL COMPLY WITH THE NOTICE BELOW.
USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

DAVID J. GORBERG & ASSOCIATES, P.C.
BY: DAVID J. GORBERG
IDENTIFICATION NO. 53084
SUITE 2040
1234 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107
(215) 563-7210

ATTORNEY FOR Plaintiff

DOUGLAS FRANCIOSA and
ANDREA FRANCIOSA
4118 Vernon Road
Drexel Hill, PA 19026

vs.

DAIMLERCHRYSLER CORPORATION
c/o CT CORPORATION
1515 Market Street
Philadelphia, PA 19103

COURT OF COMMON PLEAS
DIVISION

JULY 2006 *TERM,*

No. 003872

CIVIL ACTION COMPLAINT
1C CONTRACT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
One Reading Center
1101 Market Street
Philadelphia, Pennsylvania 19107
(215) 238-6333

AVISO

Le han demandado en corte. Si usted desen defender contra las demandas dispuestas en las páginas siguientes, usted debe tomar la acciôn en el plazo de veinte (20) dias después de esta queja y se sirve aviso, incorporando un aspecto escrito personalmente o y archivando en escribir con la corte sus defensas u objeciones a las demandas dispuestas contra usted el abogado le advierte que si usted no puede hacer asi que el caso puede proceder sin usted y un juicio se puede incorporar contra usted compra la corte sin aviso adicional para cualquier dinero demandado en la queja o para cualquier otro demanda o relevación pedida por el demandante. Usted puede perder el dinero o la caracteristica de otra endereza importante a usted.

USTED DEBE LLEVAR ESTE PAPEL SU ABOGADO INMEDIATAMENTE. SI USTED NO HACE QUE UN ABOGADO VAYA A O LLAME POR TELÉFONO LA OFICINA DISPUESTA ABAJO. ESTA OFICINA PUEDE PROVEER DE USTED LA INFORMACIÓN SOBRE EMPLEAR A UN ABOGADO. SI USTED NO PUEDE PERMITIRSE AL HIRE A UN ABOGADO, ESTA OFICINA PUEDE PODER PROVEER DE USTED LA INFORMACIÓN SOBRE LAS AGENCIAS QUE LOS SERVICIOS JURIDICOS DE LA OFERTA DE MAYO A LAS PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO O NINGUN HONORARIO.

SERVICIO DE REFERENCIA LEGAL
One Reading Center
1101 Market Street
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG Attorney for Plaintiffs
Identification No. 53084
1234 Market Street
Suite 2040
Philadelphia, PA 19107
(215) 563-7210

DOUGLAS FRANCIOSA and ANDREA FRANCIOSA 4118 Vernon Road Drexel Hill, PA 19026	: COURT OF COMMON PLEAS : : : : : PHILADELPHIA COUNTY :
vs.	: TERM, 2006 :
DAIMLER CHRYSLER CORPORATION c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: : : : NO.

COMPLAINT

1. Plaintiffs, Douglas Franciosa and Andrea Franciosa are adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 4118 Vernon Road, Drexel Hill, PA 19026.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about April 23, 2005, Plaintiff purchased a new 2005 Dodge Caravan manufactured and warranted by Defendant bearing the Vehicle Identification Number 1D4GP25B55B346625. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $27,290.24.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about April 23, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to defective engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X Douglas G Franciosa
Douglas Franciosa

Date: 6-19-06

RETAIL INSTALLMENT CONTRACT
PENNSYLVANIA - SIMPLE INTEREST

DATE	ACCOUNT NUMBER
04/23/2005	

BUYER: [redacted] DOUGLAS J FRANCIOSA, 4118 VERNON RD, DREXEL HILL PA 19026, UPPER DARBY PA [redacted]

(SELLER) NAME AND ADDRESS: MILLERS INC, 300 BALTIMORE PIKE, SPRINGFIELD PA 19064

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowled delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE ☒ NEW, ☐ USED	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	Description of Trade-In	YEAR & MAKE	MODEL
	2005	DODGE TRUCK	CARAVAN SE	1D4GP25B55[redacted]		2004 DODGE	NEON

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE E	Amount Financed	Total of Payments E	Total Sale Price E
The cost of your credit as a yearly rate.	The dollar amount the credit will cost You.	The amount of credit provided to You or on Your behalf.	The amount You will have paid after You have made all payments as scheduled.	The total price of Your purchase on credit, including Your down payment of $ 4710.00
8.44%	$ 4910.22	$ 17670.42	$ 22580.64	$ 27290.64

Payment Schedule - Your payment schedule will be:

NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☒ Monthly, ☐ (BEGINNING DATE OF PAYMENT)	NO. OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE ☒ Monthly, ☐ (BEGINNING DATE OF PAYMENT)
72	$ 313.62	05/23/2005		$ N/A	

Prepayment. If You pay off early, You will not have to pay a penalty.

Late Charge. If a payment or part thereof is more than 10 days late You will be charged 2% of such unpaid amount.

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fees $ 5.00

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

E means Estimate

1. **Cash Price**
   a. Vehicle (including accessories, delivery, installation charges, if any) 21426.00
   b. Sales Tax 365.92
   c. Documentary Fee 55.00
   d. Service Contract (optional) ..... N/A
   e. Cash Price ..... $ 21836.9
2. **Downpayment**
   a. Downpayment 1460.00
   b. Manufacturer's Rebate 3250.00
   c. Gross Allowance on Trade-In $ 12243.94
   d. Pay-off on Trade-In $ 12243.94
   e. Net Allowance on Trade-In 0.00
   f. Downpayment ..... $ 4710.0
   If less than $0, disclose on Line 3a and enter $0 for the Downpayment.
3. **Unpaid Balance of Cash Price** ..... $ 17126.9
   a. Unpaid Trade-In Lien Amount to be Financed ** ..... $ N/
   ** Paid to:
4. **Other Charges Including Amounts Paid to Others on Your Behalf***
   a. Paid to Public Officials for:*
      (i) Other Taxes 5.00
      (ii) Filing Fees 5.00
      (iii) License Fees 15.00
      (iv) Certificate of Title Fees 22.50
      (v) Registration Fees 36.00
   b. Paid to: * For: N/A
   c. Paid to: CHRYSLER * For: GAP INS 460.00
   d. Paid to: * For: N/A
   e. Paid to: * For: N/A
   f. Paid to Insurance Companies for Insurance for:*
      (i) Optional Mechanical Breakdown ..... N/A
      (ii) Optional Credit Life ..... N/A
      (iii) Optional Credit Accident & Health ..... N/A
   g. Subtotal ..... $ 543.50
5. **Amount Financed** ..... $ 17670.42

Seller may be retaining a portion of these amounts.

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM AN INSURANCE COMPANY OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY COVERAGE AND OTHER OPTIONAL INSURANCE/COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☐ CREDIT LIFE PREMIUM $ N/A
INSURER
INSURED(S)
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☐ MECHANICAL BREAKDOWN
TERM PREMIUM $ N/A
INSURER
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☐ CREDIT DISABILITY PREMIUM $ N/A
INSURER
INSURED(S)
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☒ TYPE GAP INS TERM 72
PREMIUM $ 460.00
INSURER/PROVIDER CHRYSLER
BUYER'S SIGNATURE [redacted]
CO-BUYER'S SIGNATURE [redacted]

Primary Use of Vehicle - You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily f business or commercial purposes. ☐

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY.

NOTICE TO BUYER: Do not sign this contract in blank. You are entitled to an exact copy of the contract You sign. Keep it to protect Your legal rights.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

[redacted] SIGNATURE OF CO-BUYER

[redacted] the following notice is applicable. NOTICE: "AS IS." THIS MOTOR VEHICL IS SOLD AS IS *WITHOUT* ANY *WARRANTY* EITHER EXPRESSED OR IMPLIED. THE BUYER WILL BEAR THE *ENTIRE EXPENSE* OF REPAIRING OR CORRECTIN ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

[redacted] SIGNATURE OF CO-BUYER

[redacted] ILERCHRYSLER SERVS NA LLC ("ASSIGNEE IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

CREDITOR (SELLER) MILLERS INC. [redacted] TITLE

Service Contracts
DaimlerChrysler Corporation

DAIMLERCHRYSLER GAP WAIVER ADDENDUM

GAP
GUARANTEED AUTOMOTIVE PROTECTION

VEHICLE AND PURCHASER INFORMATION

VEHICLE IDENTIFICATION NO.	IN-SERVICE DATE	ALL OR 4-WHEEL DRIVE	PRODUCT CODE	ODOMETER READING AND TYPE (NO TENTHS)	MILES / KM
1D4GP25B55B[redacted]	04 23 05	YES ☐ NO ☒	120	12	☒ ☐

YEAR	MAKE/MODEL	MR. MRS. MS.	INITIALS	BORROWER'S LAST NAME
2005	DODGE TRUCK CARAVAN	☐ ☐ ☒	A L	[redacted]

ADDRESS	ADDRESS LINE 2
[redacted]	

CITY	STATE	ZIP CODE	PLUS 4	TELEPHONE NO.
UPPER DARBY	PA	[redacted]		([redacted]

PLAN AND FINANCING INFORMATION

PLAN NAME	PLAN CODE	CUSTOMER PAID AMOUNT	SALES TAX	TOTAL	PAYMENT METHOD
DEBT CANCELLATION	GAPXM	460.00	27.60	487.60	B
TOTALS		460.00	27.60	487.60	

CHECK BOX IF TAX EXEMPT ☐

PAYMENT METHOD KEY:
B - FINANCED WITH VEHICLE
C - OTHER

PLAN SALE DATE	FINANCE SOURCE
04 23 05	DAIMLERCHRYSLER SERVS NA LLC 400 HORSHAM ROAD, PO BOX 955 HORSHAM PA 19

VEHICLE MSRP/N.A.D.A.	AMOUNT OF LOAN *	APR OF LOAN	LOAN AGREEMENT DATE	LOAN TERM (MONTHS)
$ 21426.00	$ 17670.42	8.44 %	04/23/2005	72

Max[illegible] amount financed shall not exceed $100,000 or 150% MSRP (New) N.A.D.A. (Used). Maximum term shall not exceed 84 months.
*In [illegible]e amount financed must exceed $7,500.

ADDENDUM.....

The Borrower (hereinafter "You", "Your", and "Borrower") and the Dealer/Lender (hereinafter "We", "Us", and "Our") hereby agree, as of this date, to amend certain provisions of the Loan Contract used to finance the purchase of the vehicle described above, limited to the specific terms of this Addendum. THIS ADDENDUM IS STRICTLY VOLUNTARY AND IS NOT REQUIRED BY US AS A CONDITION OF LOAN APPROVAL.

In the event of an insured **Total Loss** to the financed vehicle, We agree to waive the amount due under this addendum to the Loan Contract which is equal to the difference between Your **Outstanding Balance** and the **Actual Cash Value** of the vehicle on the date of **Total Loss**. You will remain responsible for the payment of: (1) any deductible amount under Your Primary Insurance that is greater than $500*, and (2) any delinquent payment(s), extended payments, late charges, or **Past Due Amounts** under Your Loan Contract at the time of the **Total Loss**. The maximum amount We will waive under the Addendum is $100,000.

*Arkansas and Illinois require consumers to pay 100% of their deductible.

DEALER INFORMATION

DEALERSHIP NAME		TELEPHONE NO.
MILLERS INC.	[redacted]	((610)544-5300

STREET ADDRESS	CITY, STATE & ZIP	ZONE CODE	DEALER CODE
300 BALTIMORE PIKE	SPRINGFIELD PA 19064	81	66889

BY YOUR SIGNATURE(S) BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS ADDENDUM AND ITS PROVISIONS. NO ORAL RESPRESENTATIONS HAVE BEEN MADE TO YOU WHICH DIFFER FROM THESE PROVISIONS. YOU UNDERSTAND THAT YOU ARE NOT OBLIGATED TO PURCHASE THIS GAP TREATY AND [illegible]

84-291-6482 (1/04)

NOTICE OF REQUIREMENT TO PROVIDE INSURANCE

CHRYSLER FINANCIAL

BUYER'S NAME (PLEASE PRINT)	POLICYHOLDER'S NAME (IF DIFFERENT THAN BUYER)
[redacted]	
STREET [redacted] UPPER DARBY PA [redacted]	STREET ADDRESS, CITY, STATE, ZIP
HOME PHONE NO. [redacted]	HOME PHONE NO.
AREA CODE ( )	AREA CODE ( )
INSURANCE AGENT (CONTACT PERSON) PETERSON GROUP	INSURANCE COMPANY ERIE INS EXCHANGE
STREET ADDRESS, CITY, STATE, ZIP 137 W EAGLE RD HAVERTOWN PA 19083	POLICY N [redacted]
PHONE NO. (610)446-5059	EFFECTIVE DATE 02/06/05 — EXPIRATION DATE 08/06/05
AREA CODE ( )	

YEAR	MAKE	MODEL	VIN
2005	DODGE TRUCK	CARAVAN SE	1D4GP25B55B [redacted]

I have recently financed the purchase of a motor vehicle with DaimlerChrysler Services North America LLC ("Chrysler Financial") which requires, among other things, the following:

a. I must maintain physical damage coverage on the financed vehicle for the entire term of the contract.

b. This physical damage coverage must not exceed $_____ Deductible Comprehensive (or Fire, Theft and Combined Additional Coverage), and $_____ Deductible Collision.

c. The policy must name "DaimlerChrysler Services North America LLC" as Loss Payee and coverage must be in effect on the date of my Contract.

d. The following is not acceptable coverage: Maintenance or Repair Contracts, One Month Policies or Insurance Certificates that make reference to a "Master insuring Agreement".

e. **All loss payee insurance documents are to be sent to DaimlerChrysler Services North America LLC at:**

TO BE COMPLETED BY DEALER.....

[redacted]

04/23/05

VEHICLE INVOICE

Miller's Inc.

Dodge and Dodge Truck
300 Baltimore Pike Springfield, PA 19064
Tel. (610) 544-5300
Fax (610) 328-2150

023558 *

SOLD TO: [redacted]

ADDRESS: 5 HAREBOROUGH RD

SALESMAN MICHAEL J CARPENTER UPPER DARBY PA 19082

04/23/05 [redacted]

MAKE	MODEL	NEW OR USED	VIN	YEAR	KEY NO.
DODGE TRUCK 2005	CARAVAN SE SW	NEW	1D4GP25B55B[redacted]		

STOCK # 5727

INSURANCE COVERAGE INCLUDES:

- ☐ FIRE AND THEFT
- ☐ PUBLIC LIABILITY - AMT.
- ☐ COLLISION - AMT. DEDUCT.
- ☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE

TRADE STK#5727A

PRICE OF VEHICLE	21426.00
OPTIONAL EQUIP. & ACCESS.	
DOCUMENTARY FEE	55.00
FACTORY REBATE	3250.00
SALES TAX	355.92
LICENSE AND TITLE	83.50
TOTAL CASH PRICE	18670.42
GAP INS	460.00
USED CAR PAYOFF	
FINANCING	
INSURANCE	N/A
TOTAL TIME PRICE	
SETTLEMENT:	
DEPOSIT	N/A
CASH ON DELIVERY	1460.00
TRADE-IN ~~12243.94~~	
LESS LIEN ~~12243.94~~	N/A
TYPE 2004 DODGE NEON	
VIN 1B3ES56C24D[redacted]	
PAYMENTS	
DAIMLERCHRYSLER SERVS NA LLC 72 AT 313.62	17670.42
TOTAL	22380.42

[redacted]

5127
STOCK NO.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fin[redacted]

I, [redacted] (transferor's name, Print)

state that the odometer now reads 12 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

[ ] (1) I hereby certify that to the best of my knowledge that odometer reading reflects the amount of mileage in excess of its mechanical limits.

[ ] (2) I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY

MAKE	MODEL	BODY TYPE
DODGE TRUCK	CARAVAN SE	SW

VEHICLE IDENTIFICATION NUMBER: 1D4GP25B55E[redacted]

YEAR: 2005

X [signature]
TRANSFEROR'S SIGNATURE

MILLERS INC
PRINTED NAME

300 BALTIMORE PIKE
TRANSFEROR'S ADDRESS (STREET)

SPRINGFIELD — CITY — PA — STATE — 19064 — ZIP CODE

04/23/05

X [redacted]

TRANSFEREE'S ADDRESS (STREET)

DREXEL HILL — CITY — PA — STATE — [redacted] — ZIP CODE

No. 6546198

www.dmv.state.pa.us

MV—1 (2-04)

I. TAX / FEES

A. VEHICLE DESCRIPTION

MAKE OF VEHICLE: DODG	VEHICLE IDENTIFICATION NUMBER (VIN). IF TRACING REQUIRED, TAPE SECURE [redacted] IS COPY: 1C4GP25B55[redacted]	BODY TYPE (SDN, TK, BUS, ETC.): SW	MODEL YEAR: 2005
GROSS VEHICLE WT. RATING	FUEL: ☐ DIESEL ☐ ELECTRIC	DIN/MECHANIC #	AUTHORIZED NOTARY PUBLIC OR CERTIFIED INSPECTION MECHANIC (PRINT NAME)
CHECK THE APPROPRIATE BLOCK IF THE VEHICLE IS TO BE USED OR WAS FORMERLY USED AS A TAXI ☐ OR A ☐ POLICE VEHICLE (IF APPLICABLE)	I certify that I have verified that a legible tracing cannot be secured and that the above VIN and vehicle weight information listed here and in Section F are correct.	SIGN HERE	

B. APPLICANT INFORMATION

LAST NAME (OR FULL BUSINESS NAME): [redacted] | FIRST NAME | MIDDLE INITIAL | DATE ACQUIRED/PURCHASED: 04/23/05

CO-PURCHASER | DEALER ID NUMBER (IF APPLICABLE): 65-373H1

STREET: [redacted] PA [redacted] | STATE | ZIP | COUNTY CODE: 2 3

NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate.).

REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF YELLOW COPY

NOTE: IF THE VEHICLE IS TO BE USED AS A DAILY RENTAL OR LEASED VEHICLE, CHECK THIS BLOCK ☐. IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-IL.

C. MILEAGE INFORMATION

☐ REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS

☐ IS NOT THE ACTUAL MILEAGE WARNING: ODOMETER DISCREPANCY

WARNING: FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ODOMETER READING: 1 2 TENTHS ☒

D. LIEN INFORMATION

1ST LIEN DATE: 04/23/05 → IF NO LIEN, CHECK ☐	2ND LIEN DATE: → IF NO LIEN, CHECK ☒
1ST LIENHOLDER: DAIMLERCHRYSLER SERVS NA LLC	2ND LIENHOLDER
STREET: 400 HORSHAM ROAD, PO BOX 355	STREET
CITY: HORSHAM STATE: PA ZIP: 19044	CITY: [redacted] STATE ZIP
FINANCIAL INSTITUTION NUMBER	[redacted]TUTION NUMBER

E. VEHICLE TRADED

MAKE OF VEHICLE: DODGE | VIN: 1B3ES56C24[redacted] | MODEL YEAR: 2004

BODY TYPE (SDN, BUS, TK, ETC.): SDN | CONDITION OF VEHICLE: ☒ GOOD ☐ FAIR ☐ POOR

F. ADDITIONAL VEHICLE INFORMATION

PASSENGER TAX/BUS: ▶ PASSENGER ☒ TAXI ☐ LIMOUSINE ☐ SCHOOL BUS ☐ MASS TRANSIT ☐ OTHER BUS ☐ SEATING CAPACITY

MOTORCYCLE / MOTOR DRIVEN CYCLE / MOPED: CYLINDER CAPACITY 50CC OR LESS ☐ YES ☐ NO | BRAKE HORSEPOWER ☐ 1.5 OR LESS ☐ 1.6 TO 5.0 ☐ OVER 5.0 | OPERABLE PEDALS ☐ YES ☐ NO | MAX DESIGN SPEED 25 MPH OR LESS ☐ YES ☐ NO | AUTOMATIC TRANSMISSION ☐ YES ☐ NO | DESIGNED/ALTERED FOR ROAD USE ☐ YES ☐ NO

MOTOR HOME: ▶ CHASSIS MFR: | BODY MAKE:

TRAILER & VEHICLES BELOW: ▶ NUMBER OF AXLES: | REQ. REGISTERED GROSS WT. (INCLUDING LOAD) | SUM OF GAWR'S: | UNLADEN WT. (EMPTY)

TRUCK/TRUCK TRACTOR: ▶ REQ. REGISTERED GROSS COMBINATION WT. | GROSS COMBINATION WT. RATING

IMPLEMENT OF HUSBANDRY OR SPECIAL MOBILE EQUIPMENT: ▶ COMPLETE AND ATTACH FORM MV-190

G. APPLICATION FOR REGISTRATION

ORIGINAL PLATE ✓ Check One

☐ PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)

☐ EXCHANGE PLATE TO BE ISSUED BY BUREAU

☐ TEMPORARY PLATE ISSUED BY FULL AGENT (NOTE: THIS PLATE WILL EXPIRE 90 DAYS FROM DATE OF ISSUANCE.)

☐ TRANSFER OF PREVIOUSLY ISSUED PLATE | ☐ TRANSFER & RENEWAL OF PLATE | ☐ TRANSFER & REPLACEMENT OF PLATE | ☐ TRANSFER OF PLATE & REPLACEMENT OF STICKER

PLATE NO. | EXPIRES Month Year

REASON FOR REPLACEMENT: ☐ LOST ☐ STOLEN ☐ DEFACED ☐ NEVER REC'D (LOST IN MAIL)

NOTE: If "NEVER RECEIVED" block is checked, applicant must complete Form MV-44.

TRANSFERRED FROM TITLE NO. | VIN

EXP-9091

SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER ▶ SIGN HERE | RELATIONSHIP TO APPLICANT

1. PURCHASE PRICE	18636.00
LESS TRADE-IN	12243.94
TAXABLE AMOUNT	6392.06
X 6% (.06) SALES TAX *X 7% (.07) *(See note on reverse)	355.92
LESS TAX CREDIT	N/A
1. SALES TAX DUE	355.92
1A. Exemption Reason Code (must be a number from 1 to 26 or 0)	
1B. EXEMPTION NO.	
1C. (PTA) NO.	
2. TITLE FEE	22.50
3. LIEN FEE	5.00
4. REGISTRATION OR PROCESSING FEE	36.00
Fee Exempt Number as assigned by the Bureau	
5. DUPLICATE REG. FEE NO. OF CARDS 4	N/A
6. TRANSFER FEE	N/A
7. INCREASE FEE	N/A
8. REPLACEMENT FEE	N/A
9. TOTAL PAID (ADD 1 THRU 8) *Send One Check In This Amount* ➡	419.42

MV POA (4/96)
Commonwealth of Pennsylvania
Department of Transportation
Bureau of Motor Vehicles

SECURE POWER OF ATTORNEY

This form provided by: [redacted]
PAA/PIADA

WARNING: This form may be used only when title is physically held by lienholder. This form must be submitted to the State by the registered Pennsylvania deal[redacted] exercising Powers of Attorney. Failure to do so may result in fine and/or imprisonment.

VEHICLE DESCRIPTION

YEAR 2004 MAKE DODGE MODEL NEON BODY TYPE SDN VIN 1B3ES56C24D[redacted]

A. TRANSFEROR'S POWER OF ATTORNEY TO DISCLOSE MILEAGE

Federal and State laws require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and/or imprisonment.

I, (transferor's name, print) [redacted] appoint (transferee's/dealership/insurance company representative name, print) JAN MCGILL as my attorney-in-fact to disclose the mileage on the title for the vehicle described above, exactly as stated in my following disclosure.

I state that the odometer now reads [ ][ ][ ][ ][ ][ ] tenths [X] miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked:

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage: *WARNING - ODOMETER DISCREPANCY*

Transferor's Signature: [redacted] Transferor's Printed Name: [redacted]

Transferor's Street Address [redacted] City: DREXEL HILL

State PA Zip Code: [redacted] Date of Statement 04/23/05

Transferee's Signature: Transferee's Printed Name: JAN MCGILL

Transferee's Dealership Name: MILLERS INC Pennsylvania Dealer Identification Number (DIN) 85-373KL

Business Street Address: 300 BALTIMORE PIKE

City: SPRINGFIELD State: PA Zip Code: 19064

SUBSCRIBED AND SWORN TO BEFORE ME: 04 MO. 23 DAY 05 YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SEAL

SIGN IN PRESENCE OF A NOTARY

Subject to the limitations of 75 Pa. C.S. 1119, I appoint the person named above as my true and lawful attorney-in-fact to execute any and all applications for or assignment of Certificate of Title for the motor vehicle listed above, giving and granting unto my attorney-in-fact full power and authority to perform any act that I could perf[redacted]

Signature of Transferor listed al[redacted]

Signature of Co-Transferor

B. TRANSFEREE'S POWER OF ATTORNEY TO REVIEW TITLE DOCUMENTS AND ACKNOWLEDGE DISCLOSURE (Part B is invalid unless Part A has been completed)

I, (transferee's name, print) appoint (transferor's name, print) as my attorney-in-fact, to sign the mileage disclosure on the title for the vehicle described above, only if the disclosure is exactly as the disclosure completed below.

Transferee's Signature: Transferee's Printed Name:

Transferee's Street Address: City: State: Zip Code:

Federal and State laws require that you state the mileage upon transfer of ownership. Providing a false statement may result in fines and/or imprisonment.

I, (transferor's/dealership name, print) state that the odometer now reads [ ][ ][ ][ ][ ][ ] tenths [X] miles and to the best of my knowledge that it reflects the actual mileage unless one of the following statements is checked:

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. *WARNING - ODOMETER DISCREPANCY*

Transferor's Signature: Transferor's Printed Name:

SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR

Street Address:

City: State:

Zip Code: Date of Statement:

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: MAR 31, 2007 **VALID: 03/27/06**

PLATE: [redacted]
TITLE: [redacted]
VIN: 1D4GP25B55B[redacted]
YR/MAKE: 2005 DODGE
TYPE: SW
WID: [redacted]

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: DELAWARE

[redacted]

DREXEL HILL PA
[redacted]

Change your address online at: www.state.pa.us Pa Keyword "DMV [redacted]

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

FINANCIAL RESPONSIBILITY IDENTIFICATION CARD

INSURANCE COMPANY NAME — NAIC CODE

ERIE INSURANCE EXCHANGE 26271

POLICY NUMBER

[redacted]

EFFECTIVE	UNTIL
02/06/06	08/06/06

NOT VALID MORE THAN SIX MONTHS FROM EFFECTIVE DATE

05 DODG 1D4GP25B55B[redacted]

Year Make V. I. N. If only 5 digits, they are last 5

NAMED INSURED

[redacted]

DREXEL HILL PA [redacted]

SEE IMPORTANT MESSAGE ON REVERSE SIDE

YOU NEED THE I.D. CARD FOR VEHICLE INSPECTION AND OTHER PA. STATE REQUIREMENTS—SEE BACK OF CARD.

YOUR AUTO POLICY IS EFFECTIVE

FROM 02/06/06 TO 02/06/07

TO COMPLY WITH PENNSYLVANIA LAW, WE WILL:

1. Issue a 6 month I.D. card on the policy effective date.
2. Six months later issue another 6 month I.D. card.
3. Issue a card for replacement or additional vehicle(s).

YOUR AGENT PHONE: 610-446-5059

PETERSON GROUP, INC. AA8919

137 W. EAGLE ROAD

HAVERTOWN PA 19083

ERIE INSURANCE GROUP

100 Erie Ins. Pl.

Erie, PA 16530

ERIE®

Authorized Signature

Miller Dodge

300 Baltimore Pike
Springfield, PA 19064
Phone: (610) 544-5300
Fax: (610) 544-1139
www.sales@millerdodge.com

Dodge
Dodge Trucks

Service Dept. Hours:
8:00 A.M. - 5:00 P.M. Mon. - Fri.

36300

[redacted]

UPPER DARBY, PA [redacted]

CUSTOMER NO.	RESIDENCE PHONE	BUSINESS PHONE
[redacted]		

KEVIN NAME		8796	1422	09/04/06	DTC089361
89 MODEL	LICENSE NO.	MILEAGE 12,708		BRILLIANT B 5727	STOCK NO.
05/DODGE TRUCK/CARAVAN SE/SW				04/23/05	DELIVERY MILES 12
VEHICLE NO. 1 D 4 G P 2 5 B 5 5 B [redacted]				SELLING DEALER NO.	PRODUCTION DATE
FTE NO.		P.O. NO.		RO OPENED 09/04/06	

MO: 12708

LABOR & PARTS
J# 1 02DOZ BELTS - HOSES - HOURS: 0.30 TECH(S):7339 WARRANTY
CUST STATES CHECK BELT AND PULLEY
NOISEY
REPLACE BELTS AND ORDER POWER STEERING RACK AND PINION ASY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	4861733 AC	BELT ALTE 7003001		WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

********** CASH [ ] CHECK [ ] CK# ..... CHARGE [ ] ********
******** VISA/MC/DISC [ ] AMEX [ ] INITIALS [ ] ********
********** THANK YOU FOR DOING BUSINESS WITH US !! ********

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

CUSTOMER COPY [END OF INVOICE] 12:13pm

Thank You, We appreciate your business!

Vehicle Checkup

MILLER DODGE
610-544-5300

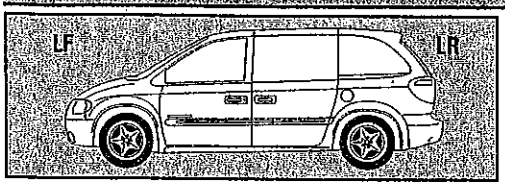
300 BALTIMORE PIKE
SPRINGFIELD, PA 19064

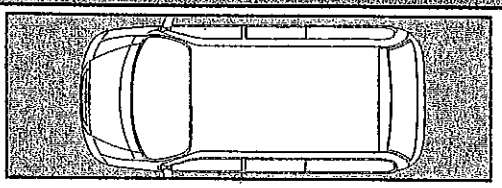
Customer Name | Phone | Service Advisor | Vehicle Year/Model

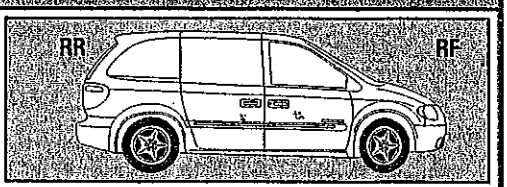
VIN Number | Mileage | RO Number | Date

☐ 16-POINT VEHICLE CHECKUP ☐ 23-POINT VEHICLE CHECKUP

● CHECKED AND OK ◐ MAY REQUIRE FUTURE ATTENTION ● REQUIRES IMMEDIATE ATTENTION







16-POINT VEHICLE CHECKUP

LEFT FRONT TIRE
Pressure _____lbs
Wear Pattern _____
Tread Depth ____/32nds

LEFT REAR TIRE
Pressure _____lbs
Wear Pattern _____
Tread Depth ____/32nds

RIGHT REAR TIRE
Pressure _____lbs
Wear Pattern _____
Tread Depth ____/32nds

RIGHT FRONT TIRE
Pressure _____lbs
Wear Pattern _____
Tread Depth ____/32nds

FLUIDS	LEVEL
ENGINE OIL	Empty – Full
COOLANT	Empty – Full
BRAKE	Empty – Full
POWER STEERING P/S leak Mack	Empty – Full
TRANSMISSION	Empty – Full
WIPER WASHER	Empty – Full

BELTS • HOSES • FILTER • COOLING • WIPERS • LAMPS • BATTERY

BELTS
Serpentine | Power Steering
Other

HOSES
Radiator Hoses | Heater Hoses
Power Steering Hoses | Air Conditioning Hoses

AIR FILTER

COOLING SYSTEM Mixture/Leaks

WINDSHIELD WIPERS & BLADES

LAMPS Head Lamps | Tail Lamps
Turn Signal Lamps | Parking Lamps

BATTERY

23-POINT VEHICLE CHECKUP (INCLUDES ITEMS LISTED ABOVE)

FRONT BRAKES
Left Front
Right Front

SHOCKS/STRUTS
Front
Rear

TRANSFER CASE ☐ N/A Empty – Full

DIFFERENTIAL ☐ N/A Empty – Full

CV JOINT BOOTS
Left Front ☐ N/A
Right Front ☐ N/A

REAR BRAKES
Left Rear
Right Rear

STEERING COMPONENTS

U-JOINTS ☐ N/A

SUSPENSION
Front
Rear

EXHAUST SYSTEM

NOTE: The Vehicle Checkups do not include any repairs or adjustments which may be necessary or recommended.

NOTES:

Stick with the Specialists™

• Expert Technicians • Specialized Technology • Genuine Mopar Parts • Competitive Prices

Checkup Performed By: Appointment Date:

ORIGINAL – CUSTOMER COPY, CANARY – DEALER FILE, PINK – FOLLOW-UP FILE

Inc.
Pike
A. 19064

-4-06

[redacted]

QTY	PART NUMBER	DESCRIPTION
1	4766260AG	RACK

YEAR	MAKE	MODEL	VIN NUMBER	TRIM NUMBER
05	CHRYSLER			JL-05

PART REQUESTED BY _____ DEPT. _____

PART ORDERED BY _____ DATE _____

PART CLASSIFICATION ZONE ☐ FACTORY ☐ VENDOR ☐

PART RECEIVED DATE _____ INVOICE # _____

PART BACK ORDERED DATE _____ INVOICE # _____

CUSTOMER NOTIFIED 1st ____ LETTER ____ PART RETURNED TO STOCK ____

Miller Dodge

300 Baltimore Pike
Springfield, PA 19064
Phone: (610) 544-5300
Fax: (610) 544-1139
www.sales@millerdodge.com

Dodge
Dodge Trucks

Service Dept. Hours:
8:00 A.M. - 5:00 P.M. Mon. - Fri.

36300
[redacted]
UPPER DARBY, PA [redacted]

CUSTOMER NO. | RESIDENCE PHONE | BUSINESS PHONE
[redacted]

JEFFREY W SIMMONS 3480	1591	05/15/06	DTC 89524
89.00	LICENSE NO.	MILEAGE 13,119	BRILLIANT B 572
05/DODGE TRUCK/CARAVAN SE/SW		04/23/05	DELIVERY MILE 12
VEHICLE ID NO. 1D4GP25B55B[redacted]		SELLING DEALER NO. 4	PRODUCTION DATE
FTE NO.	P.O. NO.	05/15/06	

MO: 13119

LABOR & PARTS
J# 1 24DOZ DRIVEABILITY HOURS: TECH(S) 7339 WARRANTY
CUST STATES CHECK VEH STALLS AND RUNS ROUGH
DIAGNOSTIC TEST. UNABLE TO VERIFY CONCERN
ALL OK

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
			JOB # 1 TOTAL PARTS	0.00
			JOB # 1 TOTAL LABOR & PARTS	0.00

J# 2 03DOZ STEERING SYSTEM HOURS: 3.10 TECH(S) 7339 WARRANTY
CUST STATES CHECK POWER STEERING LEAK S/O PART
TEST AND REPLAXCE POWER STEERING RACK AND PINION ASY

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 2	1	4766260-AG	GEAR POWE 19001010		WARRANTY
JOB # 2	1	5013457-AA	OIL AUTOM 1081018		WARRANTY
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 2	29651		05/15/06	ALIGN	INTERNAL
				TOTAL - SUBLET	0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G	0.00
TOTAL MISC CHG	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	**0.00**

******* CASH [ ] CHECK [ ] CK# CHARGE [ ] *******
******* VISA/MC/DISC [ ] AMEX [ ] INITIALS [ ] *******
******* THANK YOU FOR DOING BUSINESS WITH US !! *******

CUSTOMER SIGNATURE

Mopar
MOTOR CORPORATION

 CUSTOMER COPY [END OF INVOICE] 04:18pm

Thank You, We appreciate your business!

Miller Dodge

300 Baltimore Pike
Springfield, PA 19064
Phone: (610) 544-5300
Fax: (610) 544-1139
www.sales@millerdodge.com

Dodge
Dodge Trucks

Service Dept. Hours:
8:00 A.M. - 5:00 P.M. Mon. - Fri.

36300
[redacted]
UPPER DARBY, PA [redacted]

CUSTOMER NO.	RESIDENCE PHONE	BUSINESS PHONE
[redacted]		

ADVISOR NAME: KEVIN	8796	TAG NO.: 1707	INVOICE DATE: 05/24/06	INVOICE NO.: DTCS89763
RO/JOB DATE: 89.00	LICENSE NO.	MILEAGE: 13,372	COLOR: BRILLIANT B	STOCK NO.: 5 27
YEAR/MAKE/MODEL: 05/DODGE TRUCK/CARAVAN SE/SW			DELIVERY DATE: 04/23/05	DELIVERY MILES: 12
VEHICLE ID NO.: 1 D 4 G P 2 5 B 5 5 B [redacted]			SELLING DEALER NO.:	PRODUCTION DATE:
FTE NO.:		P.O. NO.:	TOD: 05/23/06	

MO: 13372

LABOR & PARTS

J# 1 24DOZ DRIVEABILITY HOURS: TECH(S) 7339 0.00
CUST STATES VEHICLE WILL SHAKE THEN STALL
DIAGNOSTIC TEST ALL OK AT THIS TIME
UNABLE TO VERIFY CONCERN

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

********** CASH [ ] CHECK [ ] CK# CHARGE [ ] ********
******* VISA/MC/DISC [ ] AMEX [ ] INITIALS [ ] *******
********** THANK YOU FOR DOING BUSINESS WITH US !! ********

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

CUSTOMER COPY | END OF INVOICE | 02:59pm

Thank You. We appreciate your business!

Miller Dodge

300 Baltimore Pike
Springfield, PA 19064
Phone: (610) 544-5300
Fax: (610) 544-1139
www.sales@millerdodge.com

Dodge
Dodge Trucks

Service Dept. Hours:
8:00 A.M. - 5:00 P.M. Mon. - Fri.

36300
[redacted]
UPPER DARBY, PA [redacted]

SERVICE NAME: KEVIN	8796	1924	INVOICE DATE: 06/09/06		DTC990070
RO OPEN DATE: 89:00	LICENSE NO.	MILEAGE: 13,656	MODEL: BRILLIANT B		STOCK NO.
YEAR/MAKE/MODEL: 05/DODGE TRUCK/CARAVAN SE/SW			DELIVERY DATE: 04/25/05		DELIVERY MILES: 12
VEHICLE ID NO.: 1 D 4 G P 2 5 B 5 5 B [redacted]			SELLING DEALER NO.		PRODUCTION DATE
CUSTOMER NO.	RESIDENCE PHONE	BUSINESS PHONE	FTE NO.	P.O. NO.	RO CLOSE DATE: 06/06/06
CONTACTS: 610-352-0925	610-789-2525				MO: 13656

LABOR & PARTS

J# 1 24DOZ ORIVEABILITY HOURS: 0.30 TECH(S) 7339 WARRANTY

CUST STATES CHECK ENGINE LIGHT IS ON.
CUST STATES CAR SHAKES,STALLS AND MALFUNCTION LIGHT STAYS ON
DIAGNOSTIC TEST AND REPLACE DOWNSTREAM OXYGEN SENSOR

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	56029050 AA	56029050 A SENSOR O		WARRANTY

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

********** CASH [ ] CHECK [ ] CK#..... CHARGE [ ] *******
******* *******
******* VISA/MC/DISC [ ] AMEX [ ] INITIALS [ ] *******
****
******* THANK YOU FOR DOING BUSINESS WITH US !! ********

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET....	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

Mopar
CHRYSLER CORPORATION
GENUINE PARTS

CUSTOMER COPY | END OF INVOICE | 03:16pm

Thank You, We appreciate your business!

SUMMONS IN A CIVIL ACTION COURT OF COMMON PLEAS, CUYAHOGA COUNTY JUSTICE CENTER
CLEVELAND, OHIO 44113

CASE NO.		SUMMONS NO.
CV07637667	D2 CM	10892129

Rule 4 (B) Ohio

Rules of Civil Procedure

1184258 CJM add.

[redacted] PLAINTIFF

VS

DEACON'S CHRYSLER-PLYMOUTH, ET AL DEFENDANT

SUMMONS

CHRYSLER CORPORATION
835 SOM CENTER ROAD
MAYFIELD HEIGHTS OH 44124-0000

You have been named defendant in a complaint (copy attached hereto) filed in Cuyahoga County Court of Common Pleas, Cuyahoga County Justice Center, Cleveland, Ohio 44113, by the plaintiff named herein.

You are hereby summoned and required to answer the complaint within 28 days after service of this summons upon you, exclusive of the day of service.

Said answer is required to be served on:

Said answer is required to be served on Plaintiff's Attorney (Address denoted by arrow at left.)

Plaintiff's Attorney

RUDOLPH J GERACI
7314 INDUSTRIAL PARK BLVD.

MENTOR, OH 44060-0000.

Your answer must also be filed with the court within 3 days after service of said answer on plaintiff's attorney.

If you fail to do so, judgment by default will be rendered against you for the relief demanded in the complaint.

Case has been assigned to Judge:

JOHN D SUTULA
Do not contact judge. Judge's name is given for attorney's reference only.

COMMON PLEAS COURT · CUYAHOGA COUNTY · OHIO

GERALD E. FUERST
Clerk of the Court of Common Pleas

DATE
Oct 5, 2007

By A. Bernard
Deputy

COMPLAINT FILED 10/03/2007

RECEIVED
Warranty Group
OCT 15 2007
Office of the General Counsel
DaimlerChrysler Corporation

CMSN130

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

RUDOLPH J. GERACI 7314 INDUSTRIAL PARK BLVD. MENTOR, OHIO 44060	)	Judge: JOHN D SUTULA CV 07 637667
Plaintiff	)	
VS	)	COMPLAINT WITH JURY DEMAND
DEACON'S CHRYSLER- PLYMOUTH 835 SOM CENTER RD. MAYFIELD HEIGHTS, OHIO 44124	)	
AND	)	
CHRYSLER CORPORATION 835 SOM CENTER ROAD MAYFIELD HEIGHTS, OHIO 44124	)	
DEFENDANTS	)	

1. Plaintiff says that he leased a new 2005 Chrysler Town and Country Van from the Defendants on October 26, 2004, being serial number 2C86P64L85R315416

2. Plaintiff says that a short time after he leased said vehicle he started having serious problems with the vehicle which he believes were caused by a defective electrical/computer originally installed in said vehicle. The airbag warning light kept going on which was first reported to the Dealer and brought in for repair on October 29, 2004, just three days after the motor vehicle was delivered to the Plaintiff. The cause of the air bag light going on was recorded by the dealer as being "shorted"

3. Plaintiff says that he continuously had various electrical/computer problems with the motor vehicle. The Dealer attempted to repair the problem on several times but the problem continually worsened to a point where the entire electrical/computer system in the motor vehicle would just turn off while the motor vehicle was being driven causing the motor vehicle to stop dead. The motor vehicle on many occasions would not start. The battery in the vehicle was consistently going dead and had to be replaced. While

driving the vehicle the radio for no reason would go off and all the lights on the dash would start flashing on and the vehicle would suddenly stop dead on the road.

4. Plaintiff returned the vehicle to the dealership at least five times for repair prior to January 10, 2006 when Plaintiff again returned the vehicle to the dealership for the same problems. At that time the dealership among other things" reprogrammed the control module" and "replaced the battery." But the same problems continued with the motor vehicle to a point when it became unsafe to drive.

5. The Plaintiff returned the motor vehicle to the Dealer in July 2007.

WHEREFORE, Plaintiff prays that this court finds that the said motor is a "Lemon" as defined in ORC 1345.71 and that he be awarded a full refund of all the payments Plaintiff made for said vehicle plus attorney fees and court costs.

Rudolph J. Geraci, (0001217)
7314 Industrial
Mentor, Ohio 44060
1-440-602-9999 ex.1104

JURY DEMAND

Plaintiff demands that the issues involved in this case be tried to a jury.

Rudolph J. Geraci

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

RUDOLPH J. GERACI 7314 INDUSTRIAL PARK BLVD. MENTOR, OHIO 44060	Judge: JOHN D SUTULA CV 07 637667
Plaintiff	
VS	COMPLAINT WITH JURY DEMAND
DEACON'S CHRYSLER- PLYMOUTH 835 SOM CENTER RD. MAYFIELD HEIGHTS, OHIO 44124	
AND	
CHRYSLER CORPORATION 835 SOM CENTER ROAD MAYFIELD HEIGHTS, OHIO 44124	
DEFENDANTS	

1. Plaintiff says that he leased a new 2005 Chrysler Town and Country Van from the Defendants on October 26, 2004, being serial number 2C86P64L85R315416

2. Plaintiff says that a short time after he leased said vehicle he started having serious problems with the vehicle which he believes were caused by a defective electrical/computer originally installed in said vehicle. The airbag warning light kept going on which was first reported to the Dealer and brought in for repair on October 29, 2004, just three days after the motor vehicle was delivered to the Plaintiff. The cause of the air bag light going on was recorded by the dealer as being "shorted"

3. Plaintiff says that he continuously had various electrical/computer problems with the motor vehicle. The Dealer attempted to repair the problem on several times but the problem continually worsened to a point where the entire electrical/computer system in the motor vehicle would just turn off while the motor vehicle was being driven causing the motor vehicle to stop dead. The motor vehicle on many occasions would not start. The battery in the vehicle was consistently going dead and had to be replaced. While

driving the vehicle the radio for no reason would go off and all the lights on the dash would start flashing on and the vehicle would suddenly stop dead on the road.

4. Plaintiff returned the vehicle to the dealership at least five times for repair prior to January 10, 2006 when Plaintiff again returned the vehicle to the dealership for the same problems. At that time the dealership among other things" reprogrammed the control module" and "replaced the battery." But the same problems continued with the motor vehicle to a point when it became unsafe to drive.

5. The Plaintiff returned the motor vehicle to the Dealer in July 2007.

WHEREFORE, Plaintiff prays that this court finds that the said motor is a "Lemon" as defined in ORC 1345.71 and that he be awarded a full refund of all the payments Plaintiff made for said vehicle plus attorney fees and court costs.

Rudolph J. Geraci, (0001217)
7314 Industrial
Mentor, Ohio 44060
1-440-602-9999 ex.1104

JURY DEMAND

Plaintiff demands that the issues involved in this case be tried to a jury.

Rudolph J. Geraci

WL
1197193

CT Corporation

Service of Process Transmittal
10/20/2008
CT Log Number 513988070

new case

TO: Richard D Houtman, VP/Associate Gen Csl.
Chrysler LLC
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI 48326-2766

RE: **Process Served In New York**

FOR: Chrysler LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Dina Henchen, Pltf. vs. Chrysler LLC and Doan Chrysler Plymouth Jeep LLC, etc., Dfts.
DOCUMENT(S) SERVED:	Letter, Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Monroe County: Supreme Court, NY Case # 08 113630
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - '2005 Dodge Grand Caravan, Vin:2D4GP44L55R415269'
ON WHOM PROCESS WAS SERVED:	C T Corporation System, New York, NY
DATE AND HOUR OF SERVICE:	By Certified Mail on 10/20/2008 postmarked on 10/13/2008
APPEARANCE OR ANSWER DUE:	Within 30 days
ATTORNEY(S) / SENDER(S):	Daniel Goldsmith Ruggiero Bolz, Lovasz, Toth & Ruggiero, PLLC 12 Harding Street Suite 110 Lakeville, MA 02347 508-947-5454
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day , 790607205109 Email Notification, Richard D Houtman sprocess@chrysler.com
SIGNED:	C T Corporation System
PER:	Christopher Tilton
ADDRESS:	111 Eighth Avenue New York, NY 10011
TELEPHONE:	212-894-8940

RECEIVED
Warranty Litigation
OCT 23 2008
Office of the General Counsel
Chrysler LLC

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
OCT 22 2008
BY DA MAIL/REG. AGENT/SEC. OF STATE/PROC.SERVER

DANIEL GOLDSMITH RUGGIERO[1]
CHRISTOPHER M. LOVASZ[2]
STEVEN S. TOTH[2]
RONALD J. BOLZ[3]
TRAVIS L. SHACKELFORD[4]
CARL SCHWARTZ[5]

1 - LICENSED IN MA, RI, CT, NY & NJ AND AWAITING ADMISSION IN ME
2 - LICENSED ONLY IN MI & WI
3 - LICENSED ONLY IN MI, IL, IN, OH & WI
4- AWAITING ADMISSION IN CT
5- AWAITING ADMISSION IN NY

www.LemonAuto.com

CONSUMER LEGAL SERVICES, PC
12 HARDING STREET, SUITE 110
LAKEVILLE, MA 02347
(508) 947-5454
FAX: (508) 947-5497

BOLZ, LOVASZ, TOTH & RUGGIERO, PLLC
1001 AVENUE OF AMERICAS
11th FLOOR
NEW YORK, NY 10018
(212) 813-8380
FAX: (508) 947-5497

BOLZ, LOVASZ, TOTH & RUGGIERO, PC
89 HEADQUARTERS PLAZA NORTH
14th FLOOR, #1456
MORRISTOWN, NJ 07960
(973) 455-1629
FAX: (508) 947-5497

PLEASE SEND ALL CORRESPONDENCE TO OUR MASSACHUSETTS OFFICE

October 13, 2008

Chrysler LLC
c/o CT Corporation System
111 Eighth Avenue
New York, New York, 10011

Re: [redacted] v. Chrysler LLC and Doan Chrysler Plymouth Jeep LLC, Jointly and Severally,
Index No.: 08/13630

Dear Sir/Madam:

On behalf of the plaintiff in the above-captioned action, and pursuant to the provisions of the New York Civil Practice Law and Rules § 302(a), enclosed please find a copy of a Summons, together with a copy of a Complaint, Application for Index Number, which has been duly filed in Monroe County, the New York Supreme Court concerning the above-captioned case.

Please take notice that in accordance with this Summons and service of process, you have twenty (20) days after receipt of the enclosed Summons and Complaint, exclusive of the day you receive same, within which to file your Answer to this Complaint.

This service of process is made in conjunction with the Long-Arm Statute for service upon out-of-state defendants.

Please refer this matter to the immediate attention of your legal representative.

Very truly yours,

Daniel Goldsmith Ruggiero

DGR/
Enclosure

County Clerk, Monroe County
Application for INDEX NUMBER
pursuant to CPLR 306-a

FEE $210.00

Index Number
08/ 13630
Do not write in this space.

Spaces below to be TYPED OR PRINTED by applicant.

TITLE OF ACTION OR PROCEEDING

Supreme Court, Monroe County

Dina Henchen

vs

Chrysler LLC and Doan Chrysler Plymouth Jeep, LLC.

Name and address of Attorney for Plaintiff or Petitioner. *
Daniel Goldsmith Ruggiero of Bolz, Lovasz, Toth, & Ruggiero, PLLC
12 Harding Street. Ste. 110
Lakeville MA 02347

Name and address of Attorney for Defendant or Respondent.
unknown

*Your name and address if you are representing yourself.

Indexed and Entered .....
Do not write on line above.

DO NOT DETACH

TITLE OF Action or Proceeding to by TYPED or PRINTED by applicant.

Supreme Court, Monroe County

COMPLETE THIS STUB

Dina Henchen

vs.

Chrysler LLC and Doan Chrysler Plymouth Jeep, LLC.

INDEX NUMBER
FEE $ 210.00

Endorse this INDEX NUMBER On All Papers and advise your adversary of the number assigned.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE COUNTY
----------x

DINA HENCHEN

Plaintiff,

SUMMONS
Index No. 08 / 13630

v.

CHRYSLER LLC and
DOAN CHRYSLER PLYMOUTH JEEP LLC ,
Jointly and Severally,

Defendants.

----------x

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer in this action and serve a copy of your answer, or if the complaint is not served with the summons to serve a notice of appearance, on the Plaintiffs' attorney within twenty (20) days after the service of this summons, exclusive of the day of service. If this summons is not personally served upon you, or if this summons is served upon you outside of the State of New York, then your answer or notice of appearance must be served within thirty (30) days. In case of your failure to appear or answer, judgment will be taken against you by default, for the relief demanded in the complaint.

Filed: September 5, 2008
Lakeville, Massachusetts

Respectfully submitted,
DINA HENCHEN
By her attorneys,

Daniel Goldsmith Ruggiero
Bolz, Lovasz, Toth & Ruggiero, PLLC
12 Harding Street, Suite 110
Lakeville, MA 02347
(p) (508) 947-5454
(f) (508) 947-5497
druggiero@lemonauto.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE COUNTY
----------x

DINA HENCHEN

Plaintiff,

Index No. 08/13630

v.

CHRYSLER LLC and
DOAN CHRYSLER PLYMOUTH JEEP LLC ,
Jointly and Severally,

Defendants.

----------x

COMPLAINT

Now comes the Plaintiff, DINA HENCHEN (hereinafter "Plaintiff"), in the above entitled matter, and hereby makes the following allegations:

1. Plaintiff, DINA HENCHEN, is a resident of 2944 UNION STREET, City of ROCHESTER, STATE of NEW YORK.

2. Defendant, DOAN CHRYSLER PLYMOUTH JEEP LLC (hereinafter "Seller"), is a corporation authorized and existing by virtue of the laws of the State of New York with a place of business located at 3975 RIDGE ROAD WEST, SUITE A, City of ROCHESTER, State of New York. Seller is engaged in the business, among other things, of selling new and/or used automobiles.

3. The Seller continuously and systematically engages in business in the State of New York, including without limitation, solicitation of business from New York Residents.

4. Defendant, CHRYSLER LLC (hereinafter "Manufacturer") is a corporation authorized and existing by the laws of the State of DELAWARE, with its registered agent located in the City of New York, State of New York.

5. The Manufacturer continuously and systematically engages in business in the State of New York, including without limitation, solicitation of business from New York residents.

FACTS

6. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 5 as though herein fully restated and realleged.

7. On or about MARCH 10, 2005, plaintiff purchased a used 2005 DODGE GRAND CARAVAN, VIN: 2D4GP44L55R415269 (hereinafter referred to as "2005 GRAND CARAVAN"), from the Seller which was manufactured by the Manufacturer (see copy of the Motor Vehicle Purchase Contract attached as Exhibit A).

8. Along with the sale of the 2005 GRAND CARAVAN, Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from the Manufacturer and the Seller (Defendants are in possession of a copy of the written warranty).

9. Plaintiff has taken the 2005 GRAND CARAVAN to the Manufacturer's authorized agents/dealers, including the Seller, on at least NUMBER OF REPAIR ATTEMPTS (#) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2005 GRAND CARAVAN include the following:

DATE	DAYS	MILEAGE	RO#	COMPLAINT
12/08/05	1	14,670/14,671	164394	**A/C DEFECT:** Customer states hears loud ticking sound from pass ft dash vent with heat on, is more like a soft buzz once vehicle has warmed up. Sound goes on & off with heater blower. *24550101 Motor, blower-Test and replace air conditioning equipped. (B) 164 Roy Bonsignore LIC#: 164. 14670 48854475 AC Motor-Blower with wheel. 24653106 R&R heater assembly & clean out.. Remove heater assy...found carpet insulation shredded in HVAC housing..insulation was binding blend door causing actuator motor to create clicking noise. Clean out housing to correct. Replace blower motor (squealing noise). Recover Freon and reclaim w/ rear air. Warranty.*
01/03/06	1	16,075	165783	**ELECTRI CAL DEFECT:** Customer states headlights going off and on. Will stay off for 2-3 minutes. Marker lights and directional stay on when headlights go out. *SOP Repair requires us to special order a part. 732 Timmy Medina LIC# : 6887. Warranty.*
				AIRBAG DEFECT: Customer states airbag light staying on. *SOP repair requires us to special order a part. 732 Timmy Medina LIC#: 6887. 16075 Verified concern scan tested lf impact sensor code diag revealed shorted sensor. Also corrosion in harness SOP part. Warranty.*
01/10/06	1	16,387/16,388	166265	**ELECTRICAL DEFECT:** Customer states headlights cut out intermittently. *Install SOP. Caused: Shorted 08803601 Switch, headlamp and instrument panel. Test and replace. (B)ZL651DVAC Switch-lighting control. 16387 Short in switch.verified concern found short in switch. Replace switch tested found good. Warranty.*
				AIRBAG DEFECT: Customer states airbag

				light staying on. *Install SOP. Cause: Shorted. 08142503 Sensor, airbag impact-replace front left (B). 16387 Shorted lf impact sensor code. Diag revealed shorted sensor. Also corrosion found in harness. Replace sensor and harness. Tested found good.*
03/28/06	1	20,430	171286	**RECALL (AC HEATER TUBE):** *Perform recall F01. Cause: Recall. 24F01182 Replaced underbody rear A/C-heater tube assembly. 20430 Replace rear HVAC as per recall. Warranty.*
04/30/06	1	20,710/20,711	171746	**A/C DEFECT:** Customer states rattle under vehicle since recall installed. Rattle stops when car is shut off. Sounds like in center of vehicle. *Repositioned heat shield. 164 Roy Bonsignore LIC#: 164. Warranty.*
07/10/06	1	25,967	179280	**ENGINE DEFECT:** Customer states has a ticking noise from engine at idle. *SOP repair requires us to special order a part. 814 Eichorn, Terry LIC#: 814. Warranty.*
07/20/06	1	26,517	180074	**ENGINE DEFECT:** Customer states hears tick noise in engine. *Install SOP now in stock. Cause: Noisy. 09850119 Tappet, valve –replace 3.3-3.8 liter. Engine-Both cylinder banks (B). 175 Mullaney, David LIC#: 175. 4621938 Tappet. 5134519AC gasket pkg-engine upper. 26517 Check lifter noise rr both cylinder heads. Replace all lifters-collapsed.*
				STRUCTURAL DEFECT: Customer states when close power sliding doors, more on right hear grinding noise. *175 Mullaney, David LIC#: 175. 26517 Lube. Warranty.*
08/24/06	1	29,105/29,106	182711	**ENGINE DEFECT:** Customer states has ticking noise in engine again. *EM no abnormal noise heard, added MOA with oil change.*

Warranty.

10/24/06	3	31,641/31,642	187025	**ENGINE DEFECT:** Customer states engine is leaking oil. *Cause: Leak. 09353014 Gasket, cylinder head. Replace 3.3-38 liter engine-Both (B).25014509 Valve, exhaust gas circulation control. (EGR)-Test and replace all others (C). Rental Subl Enterproses RP51922. 31641 Check oil leak replace both head gaskets. Gaskets leaking replace EGR valve. Full of oil. Cleaned ou motor area to get all out, may see oil spots for a little bit. Warranty.*
				DRIVEABILITY DEFECT: Customer states steering felt loose. *Tie rod loose. Cause: loose. 19630103 Tie rod ends-replace outer left (B). 31641 Check frt end loose. Replace left outer tie rod end, set toe. Warranty.*
10/27/06	1	31,642	187274	**DRIVEABLILITY DEFECT:** Customer would like alignment confirmation in writing. *When changing tie rod ends, part of procedure is to set alignment. Toe angles were set as noted in tech. Notes RO 187025, copy provided. Warranty.*
01/30/07	1	35,895	193136	**AIRBAG DEFECT:** Customer states airbag light is on. *SOP repair requires us to special order a part. 219 Kevin Corser LIC#: 219 35895 S/O impact and wiring. Warranty.*
02/06/07	1	36,381	193604	**AIRBAG DEFECT:** *Install airbag sensors and wiring-SOP is in. SOP repair requires us to special order a part. 36381 Wrong sensors received. Warranty.*
02/15/07	1	36,686/36,687	194156	**AIRBAG DEFECT:** Customer states airbag light on. *On dash install. SOP now in stock. 08142502 Sensor, airbag impact-replace front-right. 36686 Open rf impact sensor. Corrosion in harness. Replace wire harness to rf airbag*

				impact sensor. Needed to cut back harness to good, un-corroded wiring, solder in a new harness. Replace rf sensor, damaged from corrosion. Warranty.
07/05/07	2	42,993	204891	**ENGINE DEFECT:** *42933 Check knocking noise in motor replace short block. Replace all lifters. Grind lap valves. Replace valve seals cam bearing defect. Warranty.*
				RECALL (IMPACT SENSORS): *Cause: recall. 08G09182 replace both front impact sensors. 08G09151 Replace 1 RIV nut. 08G09152 Additional rivot nut. 08G09154 Replaced 2 harness connectors.*
				ENGINE DEFECT: Customer states engine makes ticking noise at idle. *Install SOP. Cause: Internal failure. 090101115 Short engine-replace (A).09350156 Carbon-clean from cylinder heads-both .Warranty.*
				ENGINE DEFECT: *Check knocking noise in motor. Replace short block. Replace all lifters, grind lap valves, seals cam bearing defect. Cause: Recall G09. 08G09182 Replace both front impact sensors. 42993 Recall G09 replace both wiring harness. Replace all jam nuts –reset nuts-reset light. Warranty.*
07/16/07	2	43,459	205731	**ENGINE DEFECT:** Customer states oil leak since short block was replaced. *Cause: leaks. 09600105 Pan, oil-replace. 43459 Check oil leak, replace oil pan and gasket. Warped pan. Warranty.*
09/20/07	31	46,301/46,305	210305	**BRAKE DEFECT:** Customer states of a slight vibration felt when driving around 35 mph and up. Tires? *46505 Tire vibration see line c for tire*

				replacement. Check rear brake condition when tires off. 46505 Needs rear brakes. Needs alignment. Needs rear brake job $188 + tax and front wheel alignment 489.95 + tax. Declined a this time. Warranty.
04/30/08	1	54,793/54,794	225579	**INSPECTION DEFECT:** *A NY state safety & emissions inspection. VP6 New York State inspection. 5497 NYS. 4 Sticker 3169368 If re-inspect passes. Failed inspection due to left tie rod which was replaced in 2006. ST4 replace left outer tie rod end. 549794 Replace l/h outer tie rod end. Not under warranty.*
				ENGINE DEFECT: Customer states oil leaking onto driveway. *Cause: Leaking. 21909501 Solenoid assembly. Transaxle-replace 4 speed transaxle. 5140429AA Solenoid-transmission. 54794 Tranny solenoid pack leaking, replace solenoid pack. 54793 Rack and pinion leaking parts 400.00 plus labor oil pressure switch leaking parts 24.00 plus labor. Maint recommended transmission service and flush 179.95. Decarbon throttle body parts and labor 89.95. Power clean fuel injectors parts and labor 89.95. Not under warranty.*
9/2/08	1	59,783	335550	Customer states check engine light is on. Auto zone codes p1776, PO325, PO700. Performed diagnostic tests, replaced valve body assembly. Warranty.

TOTAL DAYS OUT OF SERVICE: 52

10. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

11. As a direct and proximate result of Defendants' actions, Plaintiff suffered and continues to suffer damages, which include without limitation, loss of use of the

automobile and diminished value of Plaintiff's personal property and Plaintiff shall be forced to incur further and additional damages.

COUNT I
BREACH OF CONTRACT

12. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 11 as though herein fully restated and realleged.

13. An express limited warranty covering 3 years or 36,000 miles of use, whichever occurred first, and an express drive train warranty covering 7 years or 70,000 miles of use, whichever occurred first, accompanied the delivery of the 2005 GRAND CARAVAN to Plaintiff. The limited warranty provided the Manufacturer would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

14. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2005 GRAND CARAVAN created a contractual relationship between the Manufacturer/Seller and Plaintiff.

15. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for the following relief:

A. For damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2005 GRAND CARAVAN;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT II
RESCISSION OF CONTRACT

16. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 15 as though herein fully restated and realleged.

17. An express limited warranty covering 3 years or 36,000 miles of use, whichever occurred first, and an express drive train warranty covering 7 years or 70,000 miles of use, accompanied the delivery of the 2005 GRAND CARAVAN to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

18. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2005 GRAND CARAVAN created a contractual relationship between the Manufacturer/Seller and Plaintiff.

19. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

20. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

21. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for the following relief:

A. By way of this Court ordering a rescission of the purchase and retail installment contract and the refunding of all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2005 GRAND CARAVAN to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2005 GRAND CARAVAN;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT III

BREACH OF WRITTEN WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

22. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 21 as though herein fully restated and realleged.

23. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act"), 15 U.S.C.A. § 2301 (3).

24. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 U.S.C.A. §§ 2301 (4) and (5).

25. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 U.S.C.A. § 2301 (4) and (5).

26. The 2005 GRAND CARAVAN is a "consumer product" as defined in the Warranty Act, 15 U.S.C.A. § 2301(1).

27. The 2005 GRAND CARAVAN was manufactured, sold and purchased after July 4, 1975.

28. The express warranty given by the Manufacturer pertaining to the 2005 GRAND CARAVAN is a "written warranty" as defined in the Warranty Act, 15 U.S.C.A. § 2301(6).

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

30. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 U.S.C.A. §§ 2310 (d) (1) and (2).

WHEREFORE, Plaintiff prays for the following relief:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 GRAND CARAVAN;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT IV
REVOCATION OF ACCEPTANCE

31. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 30 as though herein fully restated and realleged.

32. Plaintiff accepted the 2005 GRAND CARAVAN without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

33. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

34. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

35. The nonconformities substantially impaired the value of the 2005 GRAND CARAVAN to the Plaintiff.

36. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to the New York Uniform Commercial Code (hereinafter "UCC") § 2-608, and Plaintiff demanded the refund of the purchase price for the 2005 GRAND CARAVAN and out-of-pocket expenses (see copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

37. The Manufacturer and Seller have nevertheless refused to accept return of the 2005 GRAND CARAVAN and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for the following relief:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 GRAND CARAVAN;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT V

BREACH OF IMPLIED WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

38. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 37 as though herein fully stated and realleged.

39. After notifying Manufacturer of the aforementioned defects, the Manufacturer was allowed a final repair attempt, or in the alternative, the Manufacturer waived its final repair opportunity.

40. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 U.S.C.A. §§ 2301(7), 2308, 2310 (d) (1) and (2).

WHEREFORE, Plaintiff prays for the following relief:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 GRAND CARAVAN;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF EXPRESS WARRANTY

41. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

42. Plaintiff is a "buyer" under UCC § 2-103 (1) (a).

43. Manufacturer and Seller are "sellers" under UCC § 2-103 (1) (d).

44. The 2005 GRAND CARAVAN constitutes "goods" under UCC § 2-105 (1).

45. This is a "transaction in goods", to which UCC § 2-102 is applicable.

46. Plaintiff's purchase of the 2005 GRAND CARAVAN was accompanied by an express warranty as described in UCC § 2-313, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

47. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2005 GRAND CARAVAN free of charge to Plaintiff under specific terms as stated in the express warranty.

48. In fact, Plaintiff discovered the 2005 GRAND CARAVAN had defects and problems after Plaintiff purchased the vehicle as discussed above.

49. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

50. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2005 GRAND CARAVAN.

51. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

52. The Manufacturer and Seller have failed to adequately repair the 2005 GRAND CARAVAN and/or have not repaired the 2005 GRAND CARAVAN in a timely fashion, and the 2005 GRAND CARAVAN remains in a defective condition.

53. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2005 GRAND CARAVAN's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to to UCC § 2-719; and/or the above remedy is not the exclusive remedy under UCC § 2-719 (1) (b).

54. The 2005 GRAND CARAVAN continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

55. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2005 GRAND CARAVAN.

56. The Manufacturer and Seller induced Plaintiff's acceptance of the 2005 GRAND CARAVAN by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

57. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2005 GRAND CARAVAN and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

58. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2005 GRAND CARAVAN was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

59. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to UCC § 2-313 and UCC § 2-711, § 2-714 and § 2-715.

WHEREFORE, Plaintiff prays for the following relief:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 GRAND CARAVAN;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

COUNT VII
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

60. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 59 as though herein fully restated and realleged.

61. The Manufacturer and Seller are "merchants" with respect to automobiles under UCC § 2-104.

62. The 2005 GRAND CARAVAN was subject to implied warranties of merchantability under UCC § 2-314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

63. The 2005 GRAND CARAVAN was not fit for the ordinary purpose for which such goods are used.

64. The defects and problems hereinbefore described rendered the 2005 GRAND CARAVAN unmerchantable.

65. The Manufacturer and Seller failed to adequately remedy the defects in the 2005 GRAND CARAVAN; and the 2005 GRAND CARAVAN continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for the following relief:

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2005 GRAND CARAVAN;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Dated: September 16, 2008
Lakeville Massachusetts

Respectfully submitted,
DINA HENCHEN
By her attorneys,

Daniel Goldsmith Ruggiero
Bolz, Lovasz, Toth & Ruggiero, PLLC
12 Harding Street, Suite 110
Lakeville, MA 02347
(p) (508) 947-5454
(f) (508) 947-5497
druggiero@lemonauto.com

1173678 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
10/13/2006
Log Number 511547859

CLARK HILL PLC
ADR WARRANTY
OCT 16 2006

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 466-14-78
Auburn Hills MI, 48326-2766

RE: **Process Served in New Jersey**

FOR: DaimlerChrysler Corporat on (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Summons, Notice, Complaint, Exhibits
COURT/AGENCY:	Atlantic County, Superior Court of New Jersey, Law Divis on, Atlantic, NJ Case # L-3416-06
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to repair and/or correct defects on a 2005 Dodge-Grand Caravan
ON WHOM PROCESS WAS SERVED:	The Corporation Trust Company, West Trenton, NJ
DATE AND HOUR OF SERVICE:	By Process Server on 10/10/2006 at 08:30
APPEARANCE OR ANSWER DUE:	Within 35 days
ATTORNEY(S) / SENDER(S):	Robert M. Silverman Kimmel & Silverman, P.C. Executive Quarters 1930 E. Marlton Pike Suite T11 Cherry Hill, NJ, 08003 856-429-6334
ACTION ITEMS:	SOP Papers with Transmitta., via Fed Ex 2 Day, 790581292598 Email Notification Richard D Houtman soprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	The Corporation Trust Company Tyeasha Weaver 820 Bear Tavern Road 3rd Floor West Trenton, NJ 08628
TELEPHONE:	609-538-1818

11/14

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 OCT 12 PM 12:06
BY CT WALL/PROC. AGENT
SECRETARY OF STATE/PROCESS SERVER

RECEIVED
OCT 13 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Attorney(s): ROBERT M. SILVERMAN, ESQUIRE
Address: Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
Telephone No.: 856-429-8334
Attorney(s) for Plaintiff(s):

Anthony Hess and Christine Hess	SUPERIOR COURT OF NEW JERSEY LAW DIVISION ATLANTIC COUNTY
Plaintiff(s) vs. **DaimlerChrysler Corporation**	DOCKET NO. ATL-L-3416-06 CIVIL ACTION **Summons**
Defendant(s)	

From the State of New Jersey
To the Defendant(s) named above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625. A filing fee* payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these office is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided. Lawyer Referral Service

Dated: September 21, 2006

Donald Phelan
Superior Court Clerk

Name of Defendant to be Served: DaimlerChrysler Corporation
Address of the Defendant to be Served: 820 bear Tavern Road Suite 305 West Trenton, NJ 08628
*** $105.00 FOR CHANCERY DIVISION CASES OR $135.00 FOR LAW DIVISION CASES**

ATLANTIC COUNTY COURT HOUSE
SUPERIOR COURT LAW DIV
1201 BACHARACH BLVD
ATLANTIC CITY NJ 08401

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 345 6700
COURT HOURS

DATE: SEPTEMBER 26, 2006
RE: HESS ANTHONY ETAL VS DAIMLERCHRYSLER CORP
DOCKET: ATL L -013416 06

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE DEPTRIAL JUDGE ASSIGNED IS: HON STEVEN P. PERSKIE

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (609) 343 2282.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 20 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: ROBERT M. SILVERMAN
KIMMEL & SILVERMAN
EXECUTIVE QUARTERS
1930 E MARLTON PIKE SUITE T11
CHERRY HILL NJ 08003

JUJTM3

Robert M. Silverman, Esquire
Louis Dobi, Jr., Esquire
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856)429-8334

ATTORNEYS FOR PLAINTIFFS

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

ANTHONY HESS AND CHRISTINE HESS 548 N.3rd St. Hammonton, NJ 08037 v. DAIMLERCHRYSLER CORPORATION c/o CT Corporation 820 Bear Tavern Road Suite 305 West Trenton, NJ 08628	SUPERIOR COURT OF NEW JERSEY ATLANTIC COUNTY CIVIL ACTION NO. ATL-L-1346-06

COMPLAINT

1. Plaintiffs, Anthony Hess and Christine Hess, are adult individual citizens and legal residents of the State of New Jersey, 548 N.3rd St., Hammonton, NJ 08037.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 305, West Trenton, NJ 08628.

BACKGROUND

3. On or about October 26, 2004, Plaintiffs leased a new Dodge-Grand Caravan , manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2D4GP44L65R316251.

4. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

5. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $29,560.99. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. During the first 24 months and/or 18,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: automatic doors, headlights, ABS light on, air bag light on and passenger side front window.. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiffs are "Consumers" as defined by N.J.S.A. 56:12-30.

13. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

14. Martin Dodge, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

15. On or about October 26, 2004, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

17. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

18. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

19. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 18,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail

return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

20. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

21. In addition, the above vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

22. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

23. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

24. Plaintiffs have been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

25. Plaintiffs have provided Defendant with a final repair opportunity prior to filing the within Complaint.

26. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiffs seek relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

27. Plaintiffs may resort or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

28. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

29. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

30. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

31. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

32. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

33. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

34. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

35. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

36. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

37. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

38. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

39. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

40. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

41. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

42. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

43. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
UNIFORM COMMERCIAL CODE

44. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

45. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of Defendant, including but not limited to the following:

a. Express Warranty;

b. Implied Warranty Of merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

46. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

47. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

48. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

49. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

COUNT IV
NEW JERSEY CONSUMER FRAUD ACT

50. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

51. Plaintiffs are "Persons" as defined by N.J.S.A. 56:8-1(d).

52. Defendant is a "Person" as defined by N.J.S.A. 56:8-1(d).

53. Defendant's actions surrounding the sale and servicing of the subject vehicle were unconscionable. Defendant's agents also acted with a reckless and callous disregard for Plaintiffs' rights in negotiating and handling Plaintiffs' warranty claims.

54. Defendant's actions surrounding the sale and servicing of said vehicle constitute a unconscionable commercial practice, deception, fraud, false pretense, false promise, and/or misrepresentation. Defendant and its agents acted affirmatively in such a manner as to be an unlawful commercial practice.

55. Defendant acted knowingly with the intent to cause Plaintiffs' reliance thereupon.

56. Defendant knowingly concealed, suppressed, or omitted facts material to the transactions at issue, in that Defendant was aware the defect(s)/condition(s) could not be repaired, and that the ineffectual repairs were performed by incompetent or unqualified individuals. Defendant's failure to verify the defect(s) or condition(s) constitutes a refusal to perform the repairs under its statutory or contractual obligations.

57. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act N.J.S.A. 56:12-34(c) and Plaintiffs believe and therefore aver said failure is a per se violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq. as well as a violation of the New Jersey Motor Vehicle Warranty Act.

58. Plaintiffs believe and therefore aver that the defect(s) or condition(s) outlined previously is/are an inherent design defect and that as such the Defendant must certify the existence of this defect or condition to the Division of Consumer Affairs. Defendant has failed to file this certification and this failure is a violation of the New Jersey Consumer Fraud Act N.J.S.A. 56:8-1 et seq.

59. Defendant's failure to supply an itemized legible statement of repair is an unlawful practice pursuant to the New Jersey Consumer Fraud Act N.J.S.A. 56:8-2.

60. The Act prohibits the aforementioned action of Defendant in the sale and attempted repair of the subject vehicle.

61. Plaintiffs believe and therefore aver the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranties constitutes an unfair method of competition.

62. As a result of Defendant's unlawful conduct, Plaintiffs have and will continue to suffer ascertainable financial loss proximately caused by the Defendant's conduct. Said losses are outlined as follows:

a. Plaintiffs are entitled to a full refund N.J.S.A. 56:8-2.11-12;

b. Plaintiffs' vehicle, given the defect/condition, is worthless;

c. Plaintiffs lost time from work and other money as a result of having to take the vehicle in for the repeated repair attempts;

d. Plaintiffs have been relegated to finding alternative means of transportation while the vehicle was in for repairs and while the vehicle has been in its present condition. As a result, Plaintiffs have incurred additional transportation costs; and

e. Plaintiffs have expended sums to maintain, store, insure, register, and other expenses for transportation.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant for compensatory damages, treble damages, attorney fees, costs of suit, and any further relief as the Court may deem just and proper.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs
Executive Quarters
1930 E. Marlton Pike, Suite T11
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiffs hereby demand a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiffs are mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the state of New Jersey on September 19, 2006

KIMMEL & SILVERMAN, P.C.

By: _____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

1172988 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
09/19/2006
Log Number 511486337

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
ADR WARRANTY
OCT 0 2 2006

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	John Hrezo, Pltf. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Cover Sheet, Notice, Complaint, Verification, Attachments
COURT/AGENCY:	Court of Common Pleas of Allegheny County, Pennsylvania, PA Case # AR-06-7402
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Plaintiff alleges that a certain 2005 Chrysler Town and Country, is defective
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 09/19/2006 at 09:00
APPEARANCE OR ANSWER DUE:	Within 20 days 10/9
ATTORNEY(S) / SENDER(S):	David J. Gorberg David J. Gorberg & Associates, P.C. 2325 Grant Building 330 Grant Street Pittsburgh, PA, 15219 412.894.9970
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790565774054 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Tyeasha Weaver 1515 Market Street Suite 1210 Philadelphia, PA, 19102
TELEPHONE:	215-563-7750

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 SEP 21 PM 1:27
BY SA REG. AGENT
SERVE STATE/PROCESS SERVER

RECEIVED
SEP 2 2 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

FILED

06 SEP 15 AM 10: 18

PROTHONOTARY
ALLEGHENY COUNTY

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY PENNSYLVANIA

COVER SHEET

Prothonotary

Plaintiff(s)

JOHN HREZO
32 WELLINGTON DRIVE
BELLE VERNON, PA 15012

Vs

Defendant(s)

DAIMLERCHRYSLER CORPORATION
C/O CT CORPORATION
1515 MARKET STREET
PHILADELPHIA, PA 19103

JAN 09 2007

HEARING DATE
ROOM 523 5th FLOOR COURTHOUSE
AT 9:00 A.M. TELEPHONE: 412-650-5625

Case Number : AR - 06 - 7402

Type of pleading :

COMPLAINT

Code and Classification : 010

Filed on behalf of

PLAINTIFF,

JOHN HREZO

(Name of the filing party)

☑ Counsel of Record

☐ Individual, If Pro Se

Name, Address and Telephone Number :

DAVID J. GORBERG, ESQUIRE
DAVID J. GORBERG & ASSOC.
1234 MARKET ST., STE. 2040
PHILADELPHIA, PA 19107
(215) 563-7210

Attorney's State ID : 53084

Attorney's Firm ID :

cover(032003)

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

John Hrezo
PLAINTIFF

ARBITRATION DOCKET

NO. _____ - _____ - _____

VS.

Daimler Chrysler Corporation
DEFENDANT

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: **YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiffs
Identification No. 53084
2325 Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 894-9970

JOHN HREZO 32 WELLINGTON DRIVE BELLE VERNON, PA 15012	: COURT OF COMMON PLEAS : : ALLEGHENY COUNTY
vs.	
DAIMLER CHRYSLER CORPORATION c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, John Hrezo, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at 32 Wellington Drive, Belle Vernon, PA 15012.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about February 23, 2005, Plaintiff purchased a 2005 Chrysler Town and Country.

manufactured and warranted by Defendant bearing the Vehicle Identification Number 2C4GP44RX5R123974. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $ 20,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about February 23, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective brakes and electrical problems. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I

MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

34. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

35. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

36. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

37. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X _____
John Hrezu

Date: 6-29-06

1172113 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
08/23/2006
Log Number 511417493

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
ADR WARRANTY
AUG 30 2006

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Michael R. Hunter and Michelle Hunter, Pltfs. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Cover Sheet, Notice, Complaint, Verification, Exhibits
COURT/AGENCY:	Court of Common Pleas of Philadelphia County, Pennsylvania, PA Case # 003106
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Plaintiff alleges that a certain 2005 Dodge Caravan, VIN# 2D4GP44L25R482847, is defective
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 08/23/2006 at 09:00
APPEARANCE OR ANSWER DUE:	Within 20 days 9/12
ATTORNEY(S) / SENDER(S):	Robert M. Silverman Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA, 19002 215.540.8888
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 791095898862 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED:	C T Corporation System
PER:	Tyeasha Weaver
ADDRESS:	1515 Market Street Suite 1210 Philadelphia, PA, 19102
TELEPHONE:	215-563-7750

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 AUG 25 PM 12:45
BY [illegible] REG. AGENT
SEC OF STATE/PROCESS SERVER

RECEIVED
AUG 28 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
JULY 2006
003106

PLAINTIFF'S NAME: Michael R. Hunter	DEFENDANT'S NAME: DaimlerChrysler Corporation
PLAINTIFF'S ADDRESS: 340 Sugartown Road Apt C-90, Devon, PA 19333	DEFENDANT'S ADDRESS: c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103
PLAINTIFF'S NAME: Michelle Hunter	DEFENDANT'S NAME:
PLAINTIFF'S ADDRESS: 340 Sugartown Road Apt C-90, Devon, PA 19333	DEFENDANT'S ADDRESS:
PLAINTIFF'S NAME:	DEFENDANT'S NAME:
PLAINTIFF'S ADDRESS:	DEFENDANT'S ADDRESS:

TOTAL NUMBER OF PLAINTIFFS: 2

TOTAL NO. OF DEFENDANTS: 1

COMMENCEMENT OF ACTION
- [x] Complaint
- [ ] Petition Action
- [ ] Notice of Appeal
- [ ] Writ of Summons
- [ ] Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY
- [ ] $50,000.00 or less
- [ ] More than $50,000.00

COURT PROGRAMS
- [x] Arbitration
- [ ] Jury
- [ ] Non-Jury
- [ ] Other: _____
- [ ] Mass Tort
- [ ] Savings Action
- [ ] Petition
- [ ] Commerce
- [ ] Minor Court Appeal
- [ ] Statutory Appeals
- [ ] Settlement
- [ ] Minors
- [ ] W/D/Survival

CASE TYPE AND CODE (SEE INSTRUCTIONS)

10 - Contract - Other

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

IS CASE SUBJECT TO COORDINATION ORDER?

Yes	No
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

TO THE PROTHONOTARY:
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY: Robert M. Silverman	ADDRESS (SEE INSTRUCTIONS): Kimmel & Silverman, P.C., 30 East Butler Pike, Ambler, PA 19002
PHONE NUMBER: (215) 540-8888 / FAX NUMBER: (215) 540-8817	
SUPREME COURT IDENTIFICATION NO.: 55914	E-MAIL ADDRESS: rsilverman@lemonlaw.com
SIGNATURE:	DATE: July 26, 2006

Robert M. Silverman, Esquire
Identification No. 5591
Robert A. Rapkin, Esquire
Identification No. 6162
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE SPECIFIED BUT, IF ONE OR MORE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DENOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

USTED ESTA ORDENADO COMPARECER EN ARBITRATION HEARING 1880 JFK BLVD., 6TH FL. PHILADELPHIA, PA 19103 TIME: _____ MAR 23 2007 9:30 YOU MUST STILL COMPLY WITH THE NOTICE BELOW. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

MICHAEL R. HUNTER AND
MICHELLE HUNTER
340 Sugartown Road, Apt C-90
Devon, PA 19333

v.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1515 Market Street
Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

ATTEST
JUL 27 2006
RT

CIVIL ACTION

NOTICE TO DEFEND JULY 2006 003106
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFFS

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

MICHAEL R. HUNTER AND MICHELLE HUNTER 340 Sugartown Road, Apt C-90 Devon, PA 19333 v. DAIMLERCHRYSLER CORPORATION c/o CT Corporation 1515 Market Street Suite 1210 Philadelphia, PA 19103	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiffs, Michael R. Hunter and Michelle Hunter, are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, 340 Sugartown Road, Apt C-90, Devon, PA 19333.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

BACKGROUND

3. On or about July 28, 2005, Plaintiffs purchased a new 2005 Dodge Caravan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2D4GP44L25R482847.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $27,744.56. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiffs several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiffs.

10. During the first 12 months and/or 12,000 miles, Plaintiffs complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Tailights, Keyless Entry, Headlights, Power Windows All Inoperable, Check Engine Light and Vehicle Loosing All Electrical Power While Driving. True and correct copies of all invoices in Plaintiffs possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

11. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

14. Jeff D'Ambrosios Auto Group is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about July 28, 2005, Plaintiffs took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiffs aver that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiffs aver the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiffs have and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiffs may resort or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

29. Plaintiffs aver that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

30. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiffs aver that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiffs aver Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiffs aver that Defendant's warranty did not require Plaintiffs to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By:_____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

VERIFICATION

Robert M. Silverman, states that he is the attorney for the Plaintiffs herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiffs

CT CORPORATION
A WoltersKluwer Company

Claim to Case (KLW)

Service of Process Transmittal
09/13/2006
Log Number 511470833

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Ohio**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Brian Jackson and Angela Jackson, Pltfs. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Ross County Court of Common Pleas, OH Case # 06CI000491
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to correct and/or repair defects on a 2005 Dodge Caravan
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 09/13/2006 postmarked on 09/11/2006
APPEARANCE OR ANSWER DUE:	within 28 days
ATTORNEY(S) / SENDER(S):	Peter Cozmyk Krohn & Moss, Ltd. 3 Summit Park Drive Suite 100 Independence, OH, 44131 216-901-0609
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790559845170 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Debra Justice 1300 East 9th Street Suite 1010 Cleveland, OH, 44114
TELEPHONE:	216-621-4270

10/11

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 SEP 14 PM 12:49
BY MAIL/REG. AGENT
SERVICE OF STATE/PROCESS SERVER

RECEIVED
SEP 15 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

IN THE COURT OF COMMON PLEAS
ROSS COUNTY, OHIO

SUMMONS

CASE NO. 06CI000491

TO: DAIMLER CHRYSLER CORPORATION
C/O CT CORPORATION SYSTEMS
1300 EAST 9TH ST.
CLEVELAND, OH 44114

JUDGE: NICHOLAS H. HOLMES, JR.

HOW SERVED | FEES | MILES | DAY SERVED

BRIAN JACKSON
4092 VIGO RD
CHILLICOTHE, OH 45601
Plaintiff

VS

DAIMLER CHRYSLER CORPORATION
C/O CT CORPORATION SYSTEMS
1300 EAST 9TH ST.
CLEVELAND, OH 44114
Defendant

To the above named Defendant by CERTIFIED service:

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff(s) attorney, or upon the plaintiff(s) if he has no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff(s) Attorney.

The name and address of the plaintiff(s) attorney is as follows:

PETER COZMYK
3 SUMMIT PARK DR
SUITE 300

If you fail to appear and defend, judgment will be taken against you for the relief demanded in the complaint.

September 11, 2006

TY D. HINTON, CLERK OF COURTS

BY: Anna Cook

Deputy

IN THE COURT OF COMMON PLEAS OF ROSS COUNTY, OHIO

BRIAN JACKSON and ANGELA JACKSON 4092 Vigo Road Chillicothe, Ohio 45601	)	
Plaintiffs,	)	
vs.	)	No. 06 CI 491
DAIMLERCHRYSLER CORPORATION c/o CT Corporation Systems 1300 East 9th Street Cleveland, Ohio 44114	)	JURY DEMAND ENDORSED HEREON HOLMES
Defendant.	)	

COMPLAINT

NOW COME the Plaintiffs, BRIAN JACKSON and ANGELA JACKSON, by and through their attorneys, KROHN & MOSS, LTD., and for their complaint against Defendant, DAIMLERCHRYSLER CORPORATION, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, BRIAN JACKSON and ANGELA JACKSON ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Ohio.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and 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 Herrnstein Chrysler, Inc. ("Seller"). Manufacturer does business in all counties of the State of Ohio including Ross County.

BACKGROUND

3. On or about March 31, 2005, Plaintiffs purchased from Seller a 2005 Dodge Caravan ("Caravan"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 1D4GP45RX5B337220, as reflected in the document attached hereto as Exhibit 1.

4. The price of the Caravan, including certain collateral charges, such as registration charges, document fees, and sales tax, but excluding finance charges, totaled more than $29,510.50.

5. Plaintiffs aver that as a result of ineffective repair attempts made by Manufacturer and/or its agent(s), the Caravan cannot be utilized for personal, family and household use as was intended by Plaintiffs at the time of its acquisition.

6. In consideration for the purchase of the Caravan, Manufacturer issued and supplied to Plaintiff several written warranties, including a three (3) year or thirty-six thousand (36,000) mile "bumper-to-bumper" warranty.

7. On or about March 31, 2005, Plaintiffs took possession of the Caravan and shortly thereafter experienced the various defects listed below which substantially impair the use, value and/or safety of the Caravan.

8. The nonconformities described below violate the express written warranties issued to Plaintiffs by Manufacturer.

9. Plaintiffs have delivered the Caravan to Manufacturer's authorized servicing dealerships on numerous occasions.

10. Plaintiffs have brought the Caravan to Seller and/or an authorized service dealer of Manufacturer for attempted repairs to various defects and nonconformities, including but not limited to:

a. Defective transmission as evidenced by excessive vibration while changing gears and driving and the vehicle jerking while shifting;

b. Defective electrical system as evidenced by failure of the headlights; and

c. Any additional defects and/or non-conformities as contained in the repair records of Manufacturer's authorized dealerships.

11. Plaintiffs have provided Manufacturer sufficient opportunity to repair and/or replace the Caravan pursuant to its written warranties.

12. After a reasonable number of attempts to cure the defects in Plaintiffs' Caravan, the Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the nonconformities or replace the Caravan, as provided in the Manufacturer's written warranties.

13. Plaintiffs have justifiably lost confidence in the Caravan's safety and reliability, and said nonconformities have substantially impaired the use, value and/or safety of the Caravan to Plaintiffs.

14. Said nonconformities could not reasonably have been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Caravan.

15. As a result of these defects, Plaintiffs revoked their acceptance of the Caravan in writing on June 22, 2006. A copy of the revocation of acceptance letter is attached and labeled as Plaintiffs' Exhibit 2.

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

17. Manufacturer has refused Plaintiffs' revocation of acceptance, and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

18. The Caravan remains in a defective and unmerchantable condition, and continues to exhibit some or all of the above mentioned defects which substantially impair its use, value and/or safety.

19. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its warranty.

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

20. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

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

22. Manufacturer is a "person" engaged in the business of making a consumer product directly available to Plaintiffs.

23. Seller is an authorized dealership and agent of Manufacturer, designated to perform repairs on vehicles pursuant to Manufacturer's automobile warranties.

24. Plaintiffs' purchase of the Caravan was accompanied by written factory warranties covering any nonconformities or defects in material or workmanship, an undertaking in writing to refund, repair, replace, or take other remedial action free of charge to Plaintiffs with respect to the Caravan in the event that the Caravan failed to meet the specifications set forth in the warranties.

25. Said warranties were the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Caravan to Plaintiffs.

26. Said purchase of Plaintiffs' Caravan was induced by, and Plaintiffs relied upon, these written warranties.

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

28. As a direct and proximate result of Manufacturer's failure to comply with its express written warranties, 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, including attorneys' fees incurred in connection with this action.

WHEREFORE, Plaintiffs, BRIAN JACKSON and ANGELA JACKSON, pray for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Caravan, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiffs; and
c. Such other and further relief that this Court deems just and appropriate.

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

29. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, all paragraphs of this Complaint set forth above.

30. The Caravan 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 Plaintiffs herein.

31. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiffs.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

33. Plaintiffs' Caravan was impliedly warranted to be substantially free of defects and nonconformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Caravan was intended.

34. The above-described defects and nonconformities present in the Caravan render the Caravan unmerchantable, unreliable, and/or unsafe, and thereby not fit for the ordinary and essential purpose for which the Caravan was intended, as represented by Manufacturer.

35. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Caravan and Plaintiffs have suffered and continue to suffer various damages, including attorneys' fees incurred in connection with this action.

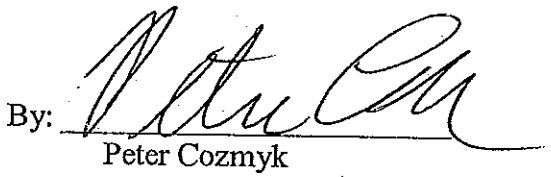
WHEREFORE, Plaintiffs, BRIAN JACKSON and ANGELA JACKSON, pray for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Caravan, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiffs; and
c. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiffs demand trial by jury on all issues in this action, except for any issues relating to the amount of attorneys' fees and litigation costs to be awarded should Plaintiffs prevail in this action.

Respectfully Submitted,



By: _____
Peter Cozmyk
One of Plaintiff's Attorneys

Peter Cozmyk
Ohio Registration No. 0078862

Krohn & Moss, Ltd.
3 Summit Park Drive
Suite 100
Independence, Ohio 44131
phone: (216) 901-0609
fax: (866) 425-3459
e-mail: pcozmyk@consumerlawcenter.com

Hilary W. Taylor
Ohio Registration No. 0078867

Kimmel & Silverman, P.C.
Western PA Office
210 Grant Street, Suite 202
Pittsburgh, PA 15219
phone: (412) 566-1001
fax: (412) 566-1005
e-mail: hwtaylor@lemonlaw.com

1164479 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal

01/12/2006
Log Number 510839443

RECEIVED
JAN 19 2006
Blackwell Igbanugo P.A.

TO: Richard D Houtman
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Matthew C. Lerch, Pltf. vs. Daimlerchrysler Corporation, Dft. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Notice, Complaint, Verification, Exhibits
COURT/AGENCY:	Court of Common of Pleas, Philadelphia County, Pennsylvania, PA Case # 000355
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Manufacturing defect.
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Process Server on 01/11/2006 at 12:30
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	Kimmel & Silverman, P C 30 East Butler Pike Ambler, PA, 19002 215 540-8888
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight, 791335669500 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Sandra Solomon 1515 Market Street Suite 1210 Philadelphia, PA, 19102 215-563-7750

Y31

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 JAN 13 PM 12:47
BY EAT MAIL/REG. AGENT
SEC. OF STATE/PROCESS SERVER

RECEIVED
JAN 17 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
JANUARY 2006

PLAINTIFF'S NAME: Matthew C. Lerch	DEFENDANT'S NAME: DaimlerChrysler Corporation
PLAINTIFF'S ADDRESS: 19 Sweet Arrow Drive Hummelstown, PA 17036	DEFENDANT'S ADDRESS: c/o CT Corporation 1515 Market Street, Suite 1210 Philadelphia, PA 19103
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

000355

TOTAL NUMBER OF PLAINTIFFS	TOTAL NO. OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY
- ☐ $50,000.00 or less
- ☐ More than $50,000.00

COURT PROGRAMS

☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement	
☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors	
☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival	
☐ Other:				

CASE TYPE AND CODE (SEE INSTRUCTIONS)

10 - Contract - Other

STATUTORY BASIS FOR CAUSE OF ACTION (SEE INSTRUCTIONS)

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

IS CASE SUBJECT TO COORDINATION ORDER?

Yes	No
☐	☐
☐	☐
☐	☐

TO THE PROTHONOTARY:
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant:
Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY: Robert M. Silverman	ADDRESS (SEE INSTRUCTIONS): Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002
PHONE NUMBER: (215) 540-8888 / FAX NUMBER: (215) 540-8817	
SUPREME COURT IDENTIFICATION NO.: 55914	E-MAIL ADDRESS: rsilverman@lemonlaw.com
SIGNATURE:	DATE: January 4, 2006

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

THIS MATTER WILL BE HEARD BY A BOARD OF ARBITRATORS AT THE TIME, DATE AND PLACE ... ONE OR ... NOT PRESENT AT ... MATTER ... THE SAME TIME ... JUDGE OF THE ... PARTY ... RIGHT TO ... FROM ... JUDGE.

MATTHEW C. LERCH
19 Sweety Arrow Drive
Hummelstown, PA 17036

v.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation
1515 Market Street
Suite 1210
Philadelphia, PA 19103

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

USTED ESTA ORDENADO COMPARECER EN ARBITRATION HEARING 1880 JFK BLVD., 5TH FL. PHILADELPHIA, PA 19103 TIME 9:30 AUG 29 2006 YOU MUST STILL COMPLY WITH THE NOTICE BELOW. USTED TODAVIA DEBE CUMPLIR CON EL AVISO PARA DEFENDERSE

CIVIL ACTION

JANUARY 2006

ATTEST JAN 03 2006 R.Z.

000355

NOTICE TO DEFEND
CODE: 1900

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Robert M. Silverman, Esquire
Identification No. 55914
Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEYS FOR PLAINTIFF

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

MATTHEW C. LERCH 19 Sweety Arrow Drive Hummelstown, PA 17036 v. DAIMLERCHRYSLER CORPORATION c/o CT Corporation 1515 Market Street Suite 1210 Philadelphia, PA 19103	COURT OF COMMON PLEAS PHILADELPHIA COUNTY CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, Matthew C. Lerch, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 19 Sweety Arrow Drive, Hummelstown, PA 17036.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 1515 Market Street, Suite 1210, Philadelphia, PA 19103.

BACKGROUND

3. On or about September 16, 2004, Plaintiff purchased a new 2005 Dodge Grand Caravan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2D4GP24R85R251525.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $28,795.68. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

10. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

11. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

12. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

13. E-Town Dodge is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

14. On or about September 16, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

15. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

16. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

17. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

18. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

19. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

20. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

21. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

22. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Brakes, Rotors, Seat Belts, Power Steering, Fuel System, Engine, Exterior Lights, Entertainment System and Door Lock System. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

29. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach

of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

49. Section 1961 of the Pennsylvania Automobile Lemon Law, provides that a violation of its provisions shall automatically constitute a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. 201-1 et seq.

50. In addition, the Pennsylvania Unfair Trade Practices and Consumer Protection Act, 73 P.S. §201-2(4), defines "unfair or deceptive acts or practices" to include the following conduct:

> (vii). Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;
>
> (xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made;
>
> (xv). Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
>
> (xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing;
>
> (xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

51. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. Section 201-3.1 of the Act provides that the Automotive Industry Trade Practice rules and regulations adopted by the Attorney General for the enforcement of this Act shall constitute additional violations of the Act.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

V E R I F I C A T I O N

Robert M. Silverman, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

FORM PA 23DC-SLC (3/03) SIMPLE INTEREST

IF DEBT CANCELLATION IS SOLD, A SEPARATE DISCLOSURE AND AGREEMENT FOR DEBT CANCELLATION MUST ACCOMPANY THIS CONTRACT.

PENNSYLVANIA
MOTOR VEHICLE INSTALLMENT SALE CONTRACT, Dated 09/16/2004

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your downpayment of $ 4631.00 .
8.99 %	$ 6654.04	$ 22141.64	$ 28795.68	$ 33426.68

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
72	$ 399.94	Monthly, beginning 10/26/2004
	$	

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

Filing Fees: $ 5.00

Late Charge: If a payment is late, you will be charged 2% of the portion of the payment which is late for each month, or part of a month greater than 10 days, that it remains unpaid.

See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

e means estimate

In this Contract we are the **SELLER.** E-TOWN DODGE (Name) 2005 S MARKET ST ELIZABETHTOWN PA 17022 9209 (Address, Zip Code)

County LANCASTER

You are the **BUYER(S).** [redacted] (Name(s)) HERSHEY PA [redacted] (Address(es), Zip Code(s))

County

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

TRADE-IN:
You have traded in the following vehicle: 1995 DODGE CARAVAN 2B4GH45375R [redacted]
Year and Make — Description

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the Itemization of Amount Financed as the "Lien Payoff."

PROPERTY INSURANCE: You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	$ N/A	By signing, you select guaranteed auto protection Signature of Buyer

SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT. The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate charge.

CREDIT INSURANCE IS NOT REQUIRED: Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost(s). Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs $ N/A What is your age? _____ Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you select Single Credit Accident & Health Insurance, which costs $ N/A What is your age? _____ Years

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs $ N/A What are your ages?

Joint Credit Accident & Health Insurance, which costs $ N/A What are your ages? Percentage to be insured %

PLAINTIFF'S EXHIBIT A

ALL-STATE LEGAL®

Itemization of Amount Financed

Cash Price (including optional service contract and/or warranties in the amount of $ N/A *, paid to N/A, & sales tax of $ N/A):	$ 25430.00
Cash Downpayment	$ 2020.00
Trade-In Value of Trade-In	$ 2611.00
Lien Payoff to: N/A	$ N/A
Unpaid Cash Price Balance	$ 20799.00
Optional Debt Cancellation (GAP)	$ N/A
Document Preparation Fee	$ 55.00
Paid to Others on Your Behalf	
To Public Officials for:	
License, Tags and Registration	$ 28.50
Lien Fee	$ 5.00
Taxes Not Included in Cash Price	$ 1254.14
To N/A	$ N/A
For Messenger Service	
To N/A	$ N/A
For N/A	

1. _____ 2. _____
Signatures of both Buyers to be insured for Joint Credit Life Insurance

1. _____ 2. _____ Insured _____ %
Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

Insurer: N/A

VEHICLE: You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/U	Year and Make	Series	Body Style	No. Cyl.	Truck Ton Capacity	Serial Number
NEW	2005 DODGE	GR CARAVAN S	SW	6		2D4GP24R85R[redacted]

Equipped with ___ A.T. ___ P.S. ___ AM-FM Stereo ___ 5 Spd. Other _____
___ A.C. ___ P.W. ___ AM-FM Tape ___ Vinyl Top _____

ASSIGNEE: We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the term also refers to such subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

FARMERS FIRST BANK, 24 N. Cedar Street, Lititz, PA 17543

CO-SIGNER: Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. **Co-Signer will not be an Owner of the Vehicle.**

CO-OWNER: Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

TERMS: The terms shown in the boxes above are part of this Contract.

To Credit Insurance Company
$ N/A For N/A
To N/A
$ N/A For N/A
To N/A
$ N/A For N/A
To N/A
$ N/A For N/A
To N/A
$ N/A For N/A
To N/A
$ N/A For N/A

Amount Financed
$ 22141.64

We may retain a portion of amounts mark

PROMISE TO PAY: You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. You agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorneys' fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

SECURITY AGREEMENT: To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unp under this Contract against any of your money on deposit with Assignee. This includes money which is now or may in the future be deposited with Assignee by you. Assignee may this without any prior notice to you.

ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:
Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read following, if marked X, which are additional pages to and part of this Contract.

☒ This Contract continues on the reverse side.

☐ Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER E-TOWN DODGE
[redacted]
BY [redacted] 09/16/2004
Date

NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTEC[redacted]

BUYER [redacted] (SEAL) 09/16/20
Date

BUYER _____ (SEAL) _____
Date

CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.
CO-SIGNER'S AGREEMENT: You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform al agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

Co-Signer's Signature _____ (SEAL) Address _____ Date _____

Co-Signer's Signature _____ (SEAL) Address _____ Date _____

CO-OWNER'S SECURITY AGREEMENT: You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle give us a Security Interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except th "Promise To Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums du on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature _____ (SEAL) Address _____ Date _____

BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERM AND CONDITIONS.

BUYER _____ BUYER _____ CO-SIGNER _____ CO-SIGNER OR CO-OWNER _____

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford · Lincoln · GMC TRUCKS · Dodge · CHEVROLET · PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	MARK RUTTER 70947		12/05/05	DOCS337594
[redacted]	LICENSE NO. [redacted]	MILEAGE 21219	COLOR BRIGHT SILV	STOCK NO.
	YEAR / MAKE / MODEL 78:00 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE 09/16/04	DELIVERY MILES
HUMMELSTOWN, PA [redacted]	VEHICLE I.D. NO. 2D4GP24R05R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS	R. O. DATE 12/01/05	
			MILEAGE IN	MILEAGE OUT MO: 21219

LABOR & PARTS----------
J# 1 03DOZ12 REPL. STEERING RACK HOURS: 3.10 TECH(S):70633 70650 WARRANTY
CUSTOMER STATES CHECK FOR POWER STEERING FLUID LOSS - HAD TO ADD FLUID.
DIAGNOSE - STEERING RACK IS LEAKING FLUID.
REPLACE POWER STEERING RACK ASSEMBLY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	4766270-AC	GEAR POWE 19001010			WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2+21DOZ FUEL SYSTEM HOURS: 0.20 TECH(S):70633 WARRANTY
CUSTOMER STATES GAS PEDAL STICKS AT TIMES
DIAGNOSE - FOUND PEDAL CABLE LINKAGES ARE DRY.
LUBRICATED THROTTLE LINKAGES.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $0.00 (+TAX) ON 12/05/05 AT 04:42pm
BY JENNY COMMENTS
COMMENTS----------
WAITING

TOTALS----------

****
* PAYMENT METHOD *
* [ ] Cash [ ] Check# ..... [ ] C/Card ..... *
* [ ] Charge [ ] Auth# ..... [ ] Rcvd by: ..... *
****

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY, PLEASE TELL A FRIEND, IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M. PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE
********** DUPLICATE INVOICE **********

Reynolds and Reynolds ERALZRINVE CC213982 (10/01)

PLAINTIFF'S EXHIBIT B
ALL-STATE LEGAL®

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford · GMC TRUCKS · DODGE · CHEVROLET · PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	MARK RUTTER 70647		11/10/05	DOGS335539
[redacted]	LABOR RATE 78.00 / LICENSE NO. [redacted]	MILEAGE 20025	COLOR BRIGHT SILV	STOCK NO.
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE 09/16/04	DELIVERY MILES
	VEHICLE I.D. NO. 2D4GP24R85R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. T. E. NO.		R. O. DATE 11/10/05	
RESIDENCE PHONE / BUSINESS PHONE [redacted]	COMMENTS			MO: 20029
			MILEAGE IN	MILEAGE OUT

LABOR & PARTS----------

J# 1 57DOZ INTERIOR TRIM HOURS: 0.20 TECH(S):70438 WARRANTY

CUSTOMER STATES: RIGHT SIDE COAT HOOK BY SLIDING DOOR
BROKE OFF
CHECKED CUSTOMER CONCERN.
REPLACED RIGHT SIDE COAT HOOK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	SH69BD1-AC	HOOK COAT 23082030			WARRANTY
				JOB # 1 TOTAL PARTS		0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 01DOZ07 LUBE,OIL,FILTER HOURS: TECH(S):70438 14.50

PERFORM SCHEDULED LUBE,OIL AND FILTER MAINTENANCE SERVICE
USING CASTROL 5W-30 SYNTEC-BLEND MOTOR OIL.
OWNER REQUESTED SERVICE
PERFORMED LUBE,OIL AND FILTER SERVICE USING CASTROL
SYNTHETIC BLEND 5W-30 MOTOR OIL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 2	1	5281090	FILTER OI 9- 57- 6	6.00	6.00	6.00
				JOB # 2 TOTAL PARTS		6.00

JOB # 2 TOTAL LABOR & PARTS 20.50

J# 3 24DOZ01 TEST ENGINE HOURS: 0.50 TECH(S):70438 WARRANTY

CUSTOMER STATES THE VEHICLE MISSES AT IDLE INTERMITTENLY.
CHECKED VEHICLE TO VERIFY CUSTOMER CONCERN, COULD NOT
DUPLICATE AT THIS TIME. CHECKED FOR CODES, FOUND NONE.
CHECKED FOR TSB'S, FOUND NONE THAT APPLY. CHECKED
MISFIRE MONITOR, FOUND NO MISFIRES. FOUND VEHICLE VIBRATES
WHEN A/C COMPRESSOR ENGAGES AND DISENGAGES WITH DEFROSTER
ON. THIS IS A NORMAL CONDITION.
NO FURTHER ACTION TAKEN AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 3 TOTAL PARTS		0.00

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4 05DOZ BRAKE SYSTEM HOURS: TECH(S):70438 105.95

CUSTOMER STATES BRAKES SQUEAKY AND NOW GRIND
CHECKED AND FOUND LEFT FRONT PAD MEASURING 1/32B, AND
RIGHT FRONT PAD MEASURING 0/32B.
ALSO FOUND RIGHT FRONT ROTOR WOULD BE BELOW STATE MINIMUM
WIDTH REQUIREMENT AFTER RESURFACING, NEEDS REPLACEMENT.
FOUND LEFT FRONT ROTOR WOULD PASS PA STATE MINIMUM AFTER
RESURFACING.
REPLACED FRONT BRAKE PADS, REPLACED RIGHT FRONT ROTOR AND
RESURFACE LEFT FRONT ROTOR,26.49 SPEC AFTER MACHINING.
TEST DROVE AND FOUND OK.
BRAKE PADS QUOTED AND INSTALLED ARE ORIGINAL EQUIPTMENT
PADS, SAME AS FACTORY.

 [CONTINUED ON NEXT PAGE]

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	MARK RUTTER		11/10/05	
[redacted]	LABOR RATE 78.00 / LICENSE NO. [redacted]	MILEAGE 20025	COLOR BRIGHT SILV	STOCK NO. DOCS335539
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE 09/16/04	DELIVERY MILES
HUMMELSTOWN, PA [redacted]	VEHICLE I.D. NO. 2D4GP24R85R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE [redacted]	F. E. NO.		R. O. DATE 11/10/05	
	COMMENTS		MILEAGE IN	MILEAGE OUT MO: 20020

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 4	1	5019804-AA	PAD KIT 5003004	170.19	170.19	170.19
JOB # 4	1	4721820-AF	ROTOR BRA 5005003	68.00	68.00	68.00
JOB # 4	1	96538	BRAKE KIT	20.00	16.00	16.00
			JOB # 4 TOTAL PARTS			254.19
			JOB # 4 TOTAL LABOR & PARTS			360.14

G.O.G. & SUPPLIES
JOB # 2 5.0 5W-30 CASTROL SYNT-BLEND @ 2.690 /UNIT 13.45
TOTAL - GOG 13.45

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
APPROVED REVISED ESTIMATE (# 1) OF $450.00 (+TAX) ON 11/10/05 AT 09:26am
BY MATT LERCH COMMENTS OKED REPAIRS TO FRONT BRAKES ON CALL BACK BY CUSTOMER
APPROVED REVISED ESTIMATE (# 2) OF $417.74 (+TAX) ON 11/10/05 AT 12:55pm
BY LEFT VOICE MESSAGE COMMENTS VEHICLE READY FOR PICKUP. TOTAL 417.74 583-0932
COMMENTS
571-6070

TOTALS

****
* PAYMENT METHOD *
* [ ] Cash [ ] Check# ..... [ ] C/Card ..... *
* [ ] Charge [ ] Auth# ..... [ ] Rcvd by: ..... *
****

TOTAL LABOR....	120.45
TOTAL PARTS....	260.19
TOTAL SUBLET...	0.00
TOTAL G.O.G....	13.45
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	23.65
TOTAL INVOICE $	417.74

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

Reynolds and Reynolds ERALZPRNVE CC213982 (10/01)

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
06736	JOHN FIORE		05/05/05	DOCS316809
[redacted]	LABOR RATE: 70.00 / LICENSE NO.: [redacted]	MILEAGE: 10170	COLOR: BRIGHT SILV	STOCK NO.
	YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE: 09/16/04	DELIVERY MILES
HUMMELSTOWN, PA[redacted]	VEHICLE I.D. NO.: 2D4GP24R85R[redacted]		SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE: [redacted]	F. T. E. NO.		R. O. DATE: 05/05/05	
	COMMENTS		MILEAGE IN	MILEAGE OUT: MO: 10170

LABOR & PARTS----------

J# 1 01DOZ07 LUBE,OIL,FILTER HOURS: TECH(S):70633 14.50
PERFORM SCHEDULED LUBE,OIL AND FILTER MAINTENANCE SERVICE
USING CASTROL 5W-30 SYNTEC-BLEND MOTOR OIL.
OWNER REQUESTED SERVICE
PERFORMED LUBE,OIL AND FILTER SERVICE USING CASTROL
SYNTHETIC BLEND 5W-30 MOTOR OIL.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	5281090	FILTER OI 9- 57- 6	6.00	6.00	6.00
				JOB # 1 TOTAL PARTS		6.00
				JOB # 1 TOTAL LABOR & PARTS		20.50

G.O.G. & SUPPLIES----------

JOB # 1 5.0 5W-30 CASTROL SYNT-BLEND @ 2.690 /UNIT 13.45
TOTAL - GOG 13.45

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $36.00 (+TAX)

COMMENTS----------
8:30 WAIT

TOTALS----------

```
*************************************************************
*          P A Y M E N T     M E T H O D                    *
*                                                           *
* [ ] Cash   [ ] Check# ............ [ ] C/Card ........... *
*                                                           *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ........ *
*                                                           *
*************************************************************
```

TOTAL LABOR....	14.50
TOTAL PARTS....	6.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	13.45
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	2.04
TOTAL INVOICE $	35.99

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

Reynolds and Reynolds ERALZPRINVE CC213982 (10/01)

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford · GMC TRUCKS · DODGE · CHEVROLET · PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	LABOR: WILLIAM BAUER LICENSE: 70623	MILEAGE	CO: 04/07/05	ST: D0068313935
[redacted]	YEAR / MAKE / MODEL: 78.00 [redacted]	8948	DO: BRIGHT SILV	DELIVERY MILES
	VEH: 05/DODGE TRUCK/CARAVAN/CARAVAN SE		SO/INVOICE NO. 09/16/04	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. VIN: 2D4GP24R85R [redacted]		R. O. DATE	
RESIDENCE PHONE: [redacted]	BUSINESS PHONE:	COMMENTS:	04/07/05	
			MILEAGE IN	MILEAGE OUT: 8948

LABOR & PARTS----------

J# 1 38DOZ EXTERIOR LIGHTING HOURS: 0.30 TECH(S):70447 WARRANTY

CUSTOMER STATES THE LIGHTS WENT OUT WHILE DRIVING AT NIGHT.
FOUND HEADLIGHT SWITCH TO HAVE OPEN CIRCUIT.
REMOVE AND REPLACE HEADLIGHT SWITCH.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	ZL671DV-AB	SWITCH LI 8053003			WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 51DOZ ENTERTAINMENT SYSTEM HOURS: 1.00 TECH(S):70447 WARRANTY

CUSTOMER STATES RIGHT REAR SPEAKER IS STILL MAKING A
CRACKING NOISE. CHECK HISTORY RO 312413. JUST REPLACED
SPEAKER ON 3/24
FOUND SPEAKER VIBRATION CAUSING RIGHT REAR SPEAKER COVER
NOISE.
REMOVED AND REPLACED COVER. TESTED OK.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS----------
WAITING AT 7:30
REMOVED PARTS FROM STOCK #5D043 TO MAKE REPAIRS.

TOTALS----------

```
*************************************************
*          P A Y M E N T   M E T H O D          *
*                                               *
* [ ] Cash   [ ] Check# ........... [ ] C/Card ..... *
*                                               *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ..... *
*                                               *
*************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND.IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

Reynolds and Reynolds ERALZRNVE CC213952 (10/01)

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	LABOR THOMAS L TAYLOR LICENSE 70128	MILEAGE	01/25/05	STOCK D06S303666
[redacted]	YEAR / MAKE / MODEL 78.00 [redacted]	4282	COLOR BRIGHT SILV	DELIVERY MILES
	VEHICLE DESCRIPTION 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE 09/16/04	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. VIN NO. 2D4GP24R85R [redacted]		SELLING DEALER NO.	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	R. O. DATE 12/29/04	
[redacted]			MILEAGE IN	MILEAGE OUT MO-4285

LABOR & PARTS----------
J# 1 51DOZ ENTERTAINMENT SYSTEM HOURS: 0.20 TECH(S):70438 WARRANTY
CUSTOMER STATES RIGHT REAR SPEAKER CRACKS UNDER NORMAL USE.
REMOVE AND REPLACED RIGHT REAR SPEAKER AS NEEDED.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		5082450-AB	SPEAKER H 8060010			

JOB # 1 TOTAL PARTS 0.00

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
TOTALS----------

****
* PAYMENT METHOD *
*
* [ ] Cash [ ] Check# ..... [ ] C/Card ..... *
*
* [ ] Charge [ ] Auth# ..... [ ] Rcvd by: ..... *
*
****

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE
********** DUPLICATE INVOICE **********

Reynolds and Reynolds ERALZRINVE CC213982 (1001)

THE HONDRU EXPERIENCE

) E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	LABOR REC. REBECCA GLEN LICENSE NO. 70515	MILEAGE	CO. 10/28/04	STOCK NO. D068297424
[redacted]	YEAR / MAKE / MODEL 78.00 [redacted]	1539	DELIVERY DATE BRIGHT SILV	DELIVERY MILES
	VEHICLE I.D. NO. 05/DODGE TRUCK/CARAVAN/CARAVAN SE		SELLING DEALER NO. 09/16/04	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. ENG. NO. 2D4GP24R85R [redacted]		R. O. DATE 10/27/04	
[redacted]	COMMENTS:		MILEAGE IN	MILEAGE OUT MO 1539

LABOR & PARTS----------

J# 1 55DOZ RESTRAINTS HOURS: 0.40 TECH(S):70447 WARRANTY

CUSTOMER STATES WHAT APPEARS TO BE BLACK GREASE COMING OUT
THE MIDDLE PASSENGER SIDE SEATBELT AND GETTING ONTO THE
SEATBELT.
REMOVED DOOR PANEL, FOUND A MISITC PATCH ABOVE MIDDLE ROW
RIDE SIDE SEAT BELT HAD FALLEN DOWN INTO SEAT BELT RETURN
BLACK SUBSTANCE IS PRESENT FROM THE PATCH.
REPLACED SEAT BELT ASSEMBLY, REMOVED MISTIC PATCH

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1	SL68BD5-AB	SEAT BELT 23049001			
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

ESTIMATE----------

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

COMMENTS----------

7:30 WAIT ///// SOP HERE /////

TOTALS----------

```
*************************************************
*          P A Y M E N T   M E T H O D          *
*                                               *
* [ ] Cash   [ ] Check# ........... [ ] C/Card ..... *
*                                               *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ..... *
*                                               *
*************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

Reynolds and Reynolds ERALZRINVE CC213982 (10/01)

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
06736	REBECCA GLEN		08/25/05	DOCS328148
[redacted]	LABOR RATE: 70.00 / LICENSE NO.: 70515 / [redacted]	MILEAGE: 15885	COLOR: BRIGHT SILV	STOCK NO.
	YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE: 09/16/04	DELIVERY MILES
	VEHICLE I.D. NO.: 2D4GP24R85R[redacted]		SELLING DEALER NO.	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. T. E. NO.		R. O. DATE: 08/25/05	
RESIDENCE PHONE: [redacted]	BUSINESS PHONE:	COMMENTS		
			MILEAGE IN	MILEAGE OUT: MO: 15885

```
LABOR & PARTS-----------------------------------------------------------------
J# 1 01DOZ01          PA. STATE INSPECTION HOURS:        TECH(S):70447          25.95
          PERFORM PA STATE INSPECTION
          NOTE:DOES VEHICLE HAVE FRT E-TOWN PLATE AND REAR E-TOWN
          LICENSE PLATE FRAME FOR FREE STATE SAFETY INSPECTION? YES/NO
          ASK OUR SERVICE CONSULTANTS ABOUT OUR FREE STATE INSPECTION
          OFFER WITH THE USE OF OUR FRONT AND REAR LICENSE PLATES.
          RT FRT BRAKE/LT FRT BRAKE/RR BRAKE/LR BRAKE/TIRE SPEC.
          ----5B----------------------------6B---------7/32-----
          VEHICLE PASSED PA.STATE INSPECTION
          NOTE:E-TOWN DODGE RECOMMENDS BRAKE LININGS SHOULD BE
          CHECKED EVERY 4 TO 6 MONTHS DEPENDING ON DRIVING AND
          MILEAGE CONDITIONS.STATE INSPECTION DOES NOT GAURENTEE
          YOUR INSPECTION ITEMS WILL LAST UNTIL YOUR NEXT YEARS
          INSPECTION DATE.

PARTS------QTY---FP-NUMBER--------------DESCRIPTION---------LIST PRICE-UNIT PRICE-
                                                   JOB #  1 TOTAL PARTS          0.00

                                         JOB #  1 TOTAL LABOR & PARTS          25.95
-------------------------------------------------------------------------------------
J# 2 01DOZ02          PA.EMISSIONS TEST    HOURS:        TECH(S):70447          33.54
          CUSTOMER REQUESTS PA.STATE EMISSIONS TEST
          INCLUDING MCI PHONE CHARGE
          PA.STATE REQUIREMENT
          VEHICLE PASSED PA.STATE EMISSIONS TEST

PARTS------QTY---FP-NUMBER--------------DESCRIPTION---------LIST PRICE-UNIT PRICE-
                                                   JOB #  2 TOTAL PARTS          0.00

                                         JOB #  2 TOTAL LABOR & PARTS          33.54
-------------------------------------------------------------------------------------
J# 3 01DOZ07          LUBE,OIL,FILTER      HOURS:        TECH(S):70447          14.50
          PERFORM SCHEDULED LUBE,OIL AND FILTER MAINTENANCE SERVICE
          USING CASTROL 5W-30 SYNTEC-BLEND MOTOR OIL.
          OWNER REQUESTED SERVICE
          PERFORMED LUBE,OIL AND FILTER SERVICE USING CASTROL
          SYNTHETIC BLEND 5W-30 MOTOR OIL.

PARTS------QTY---FP-NUMBER--------------DESCRIPTION---------LIST PRICE-UNIT PRICE-
JOB # 3       1     5281090              FILTER OI 9- 57- 6       6.00       6.00       6.00
                                                   JOB #  3 TOTAL PARTS          6.00

                                         JOB #  3 TOTAL LABOR & PARTS          20.50
-------------------------------------------------------------------------------------
G.O.G. & SUPPLIES-------------------------------------------------------------
JOB # 3     5.0  5W-30 CASTROL SYNT-BLEND   @      2.690   /UNIT                13.45
                                                         TOTAL - GOG            13.45

MISC------CODE--------DESCRIPTION-----------------------------CONTROL NO---------
JOB # 1          300  Pa State Inspection Sticker Fee                            2.00
JOB # 1         202S  FREE STATE INSPECTION                                     -9.32
JOB # 1         202R  FREE STATE INSPECTION                                     -9.31
JOB # 1         202A  FREE STATE INSPECTION                                     -9.32
JOB # 2          302  MCI Connection                                             4.15
```

Reynolds and Reynolds ERALZPRNVE CC213982 (10/01)

 [CONTINUED ON NEXT PAGE]

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	LABOR REBECCA GLEN LICENSE 70515	MILEAGE	CO. 08/25/05	STOCK D0G5328148
[redacted]	YEAR / MAKE 78.00 [redacted]	15885	DELIVERY DATE BRIGHT SILV	DELIVERY MILES
	VEHICLE MODEL 05/DODGE TRUCK/CARAVAN/CARAVAN SE		SELLING DEALER NO. 08/18/04	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. VIN 2D4GP24R85R [redacted]		R. O. DATE	
RESIDENCE PHONE [redacted] BUSINESS PHONE	COMMENTS		08/25/05	
			MILEAGE IN	MILEAGE OUT MO. 15885

TOTAL - MISC -21.80

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $75.94 (+TAX)
COMMENTS----------
8:30 WAIT

TOTALS----------

```
*************************************************************
*          P A Y M E N T     M E T H O D                  *
*                                                           *
* [ ] Cash   [ ] Check# ........... [ ] C/Card ........... *
*                                                           *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ........ *
*                                                           *
*************************************************************
```

TOTAL LABOR....	73.99
TOTAL PARTS....	6.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	13.45
TOTAL MISC CHG.	6.15
TOTAL MISC DISC	-27.95
TOTAL TAX.....	4.30
TOTAL INVOICE $	75.94

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE
********** DUPLICATE INVOICE **********

Reynolds and Reynolds ERALZRINVE CC213982 (10/01)

THE HCNDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
06736	THOMAS L TAYLOR 70128		03/24/05	DOC8312413
[redacted]	LABOR RATE 78.00 / LICENSE NO. [redacted]	MILEAGE 7290	COLOR BRIGHT SILV	STOCK NO.
	YEAR / MAKE / MODEL 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE 09/16/04	DELIVERY MILES
	VEHICLE ID NO. 2D4GP24R85R[redacted]		SELLING DEALER NO.	PRODUCTION DATE
HUMMELSTOWN, PA[redacted]	F. T. CAR NO.		R. O. DATE 03/24/05	
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS		
			MILEAGE IN	MILEAGE OUT MO-7290

LABOR & PARTS----------
J# 1 51DOZ ENTERTAINMENT SYSTEM HOURS: 0.20 TECH(S):70447 WARRANTY
CUSTOMER STATES PASSENGER REAR SPEAKER IS BLOWN AGAIN ?
REPLACE SPECIAL ORDERED SPEAKER
DEFECTIVE SPEAKER
INSTALLED NEW RR SPEAKER

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1	5082450-AB	SPEAKER H 8060010			WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 38DOZ EXTERIOR LIGHTING HOURS: 0.20 TECH(S):70447 WARRANTY
CUSTOMER STATES TOP BRAKE LIGHT IS OUT
BURNED OUT BULBS
INSTALLED NEW THIRD BRAKE LAMP BULB.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 2	1	L0000912	BULB NONE 8044001			WARRANTY
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3 47DOZ DOOR LOCK SYSTEM HOURS: 0.50 TECH(S):70447 WARRANTY
CUSTOMER STATES DOOR LOCKS IN THE REAR ONLY WORK MANUALLY
SEE NOTE ATTACHED
OPEN CIRCUT ON LIFT GATE LATCH SWITCH
INSTALLED NEW LIFT GATE SWITCH ASSEMBLY

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 3	1	5080529-AB	HANDLE LI 8053002			WARRANTY
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)
COMMENTS----------
DROP OFF 03/23 KEVIN LOANER

 [CONTINUED ON NEXT PAGE]

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | DODGE | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
96736	THOMAS L TAYLOR		03/24/05	0005312413
[redacted]	LABOR LICENSE 70128	MILEAGE	COLOR	STOCK NO.
	YEAR / MAKE / 78.90 [redacted]	7290	BRIGHT SILV	DELIVERY MILES
	VEHICLE 05/DODGE TRUCK/CARAVAN/CARAVAN SE		SERVICE ORDER NO.	PRODUCTION DATE
HUMMELSTOWN, PA [redacted]	F. VIN 2D4GP24R85R [redacted]		R. O. DATE	
RESIDENCE PHONE / BUSINESS PHONE	COMMENTS		03/24/05	
[redacted]			MILEAGE IN	MILEAGE OUT 7290

TOTALS----------

```
*************************************************************
*          P A Y M E N T     M E T H O D                    *
*                                                           *
* [ ] Cash   [ ] Check# ............ [ ] C/Card ........... *
*                                                           *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ........ *
*                                                           *
*************************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

Reynolds and Reynolds ERALZRINVE CC213982 (10/01)

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford | GMC TRUCKS | CHEVROLET | PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
10	GENERAL ADVISOR 70604		09/16/04	DOCP292550
[redacted]	LABOR RATE: 78.00 / LICENSE NO.: [redacted]	MILEAGE: 2	COLOR: BRIGHT SILV	STOCK NO.:
	YEAR / MAKE / MODEL: 05/DODGE TRUCK/CARAVAN/CARAVAN SE		DELIVERY DATE: 09/16/04	DELIVERY MILES
	VEHICLE I.D. NO.: 2D4GP24R85R[redacted]		SELLING DEALER NO.	PRODUCTION DATE
MANHEIM, PENNSYLVANIA [redacted]	F. T. E. NO. / P. O. NO.		R. O. DATE: 09/16/04	
RESIDENCE PHONE / BUSINESS PHONE: [redacted]	COMMENTS			MO: 4
			MILEAGE IN	MILEAGE OUT

LABOR & PARTS----------

J# 1 96DOZNPDI NEW CAR P.D.I. HOURS: TECH(S):70447 INTERNAL
PERFORM NEW VEHICLE PRE-DELEVERY INSPECTION
NEW CAR PREP.

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 96DOZEMISSIONS EMISSIONS EXEMPT HOURS: TECH(S):70447 INTERNAL
PERFORM PA.STATE EMISSIONS EXEMPTION INSPECTION
NEW VEHICLE UNDER 5,000 MILES
ISSUED PA.STATE EMISSIONS EXEMPTION STICKER

JOB # 2 TOTAL LABOR & PARTS 0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 1	300	Pa State Inspection Sticker Fee		INTERNAL
JOB # 1	322	PAY RECON FOR NEW CAR CLEAN UPS		INTERNAL
JOB # 2	302	MCI Connection		INTERNAL
			TOTAL - MISC	0.00

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

****
* PAYMENT METHOD *
*
* [ ] Cash [ ] Check# ..... [ ] C/Card ..... *
*
* [ ] Charge [ ] Auth# ..... [ ] Rcvd by: ..... *
*
****

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

THE HONDRU EXPERIENCE

E-Town Dodge
2005 S. Market St. Elizabethtown, Pa. 17022
PHONE (717)367-6644

Ford · Chrysler · GMC TRUCKS · Dodge · CHEVROLET · PONTIAC

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
10	GENERAL ADVISOR 70604		09/16/04	DOCS292549
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE		COLOR / STOCK NO.	
	78.00 [redacted] 1		BRIGHT SILV	DELIVERY MILES
	YEAR / MAKE / MODEL		DELIVERY DATE	
	05/DODGE TRUCK/CARAVAN/CARAVAN SE		09/16/04	PRODUCTION DATE
[redacted]	VEHICLE I.D. NO.		SELLING DEALER NO.	
MANHEIM, PENNSYLVANIA [redacted]	2D4GP24R85R [redacted]		R. O. DATE	
	F. T. E. NO.		09/16/04	
RESIDENCE PHONE / BUSINESS PHONE	COMMENTS			
[redacted]			MILEAGE IN	MILEAGE OUT
				MO: 1

LABOR & PARTS----------

J# 1 35DOZ ENGINE - ELECTRICAL HOURS: TECH(S):70447 INTERNAL

SALES/CUSTOMER STATES THAT THE BATTERY WAS DEAD IN SHOP
BATTERY
FOUND OK
AT 488 CCA
NO CORRECTION
MADE AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS----------

```
*************************************************************
*          P A Y M E N T     M E T H O D                  *
*                                                           *
* [ ] Cash   [ ] Check# ............ [ ] C/Card ........... *
*                                                           *
* [ ] Charge   [ ] Auth# ........... [ ] Rcvd by: ........ *
*                                                           *
*************************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

THANKYOU FOR YOUR BUSINESS
IF YOU ARE HAPPY,PLEASE TELL A FRIEND,IF NOT PLEASE TELL US.

SOME PARTS INSTALLED MIGHT NOT BE O.E.M.PARTS
MOPAR PARTS CARRY A 12MOS/12,000 MILE WARRANTY
SEE SERVICE ADVISOR FOR DETAILS

CUSTOMER SIGNATURE

********** D U P L I C A T E I N V O I C E **********

Reynolds and Reynolds ERALZRINVE CC213982 (10/01)

1170449 WL

Print to Law

EJT

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal

09/15/2006
Log Number 511480125

CLARK HILL PLC
ADR WARRANTY
SEP 2 0 2006

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in California**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	[redacted] DaimlerChrysler Corporation; Dft
DOCUMENT(S) SERVED:	Summons, Program Case Notice, Civil Case Cover Sheet, Complaint, Exhibits and Letter.
COURT/AGENCY:	Superior Court of California, County of Sacramento, CA Case # 06AS03579
NATURE OF ACTION:	Lemon law - Breach of Warranty - VIN# 2C4GP44R95R309313, 2005 Chrysler Town & Country.
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Sacramento, CA
DATE AND HOUR OF SERVICE:	By Process Server on 09/15/2006 at 10:01
APPEARANCE OR ANSWER DUE:	30 Calendar Days 10/15
ATTORNEY(S) / SENDER(S):	Ryan Lee Krohn and Moss Ltd. 5055 Wilshire Blvd. Suite #300 Los Angeles, CA, 90036 323.988-2400
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	The Corporation Company Susan DeStout 2295 Gateway Oaks Drive Suite 185 Sacramento, CA, 95833
TELEPHONE:	916-921-0341

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 SEP 18 PM 3:01
BY SA MAIL/REG. AGENT
SECRET STATE/PROCESS SERVER

RECEIVED
SEP 2 0 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
DAIMLERCHRYSLER CORPORATION

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
PAUL LICATA

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
Superior Court of Sacramento County
720 Ninth Street
Sacramento, CA 95814

CASE NUMBER: *(Número del Caso):* 06AS03579

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Ryan Lee, Krohn and Moss, Ltd.
5055 Wilshire Blvd #300, Los Angeles, CA 90036. 323-988-2400

DATE: *(Fecha)* AUG 18 2006 Clerk, by *(Secretario)* J. HOLLAN, Deputy *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons *(form POS-010).)*
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, *(POS-010)).*

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify):*

4. ☐ by personal delivery on *(date):*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
720 NINTH STREET
SACRAMENTO, CA 95814-1380
874-5522

Program Case Notice

The Case Management Program (CMP) requires the following timelines to be met in all cases except those that are excluded by California Rule of Court 207(b):

Action	Requirement
Service of Summons	Summons, complaint and program case notice must be served on all named defendants and proofs of service on those defendants must be filed with the court within **60 days** from the filing of the complaint. When the complaint is amended to add a new defendant, the added defendant must be served and proofs of service must be filed within **30 days** after the filing of the amended complaint. A cross-complaint adding a new party must be served and proofs of service must be filed with the court **30 days** from the filing of the cross-complaint.
Statement of Damages	If a statement of damages pursuant to Section 425.11 of the Code of Civil Procedure or a statement of punitive damages is required, it must be served with the summons and complaint.
Certificate of Service/Progress	Within **75 days** of the filing of the complaint, plaintiff must file a certificate of service or a certificate of progress on a form provided by the court.
Responsive Pleadings	If a responsive pleading is not served within the time limits and no extension of time has been granted, the plaintiff within **10 days** after the time for service has elapsed must file a request for entry of default. Parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint. No extensions of time to respond beyond **105 days** from the filing of the complaint may be given.
Judgment by Default	When default is entered, the party who requested the entry of default must apply for a default judgment against the defaulting party within **45 days** after entry of default, unless the court has granted an extension of time.
Case Management Statement	The court will serve a notice of case management conference on all parties approximately 120 days after the complaint is filed. A case management conference statement shall be filed at least **15 calendar days** prior to the date set for the case management conference.
Meet and Confer	Parties must meet and confer, in person or by telephone as required in California Rules of Court 212(f) at least **30 calendar days** before the case management conference date.
Case Management Conference	A case management conference is generally held within **180 days** of the filing of the complaint.

Failure to comply with the program rules may result in the imposition of sanctions or an order to show cause. Please refer to Local Rule 11.00 for more information.

NOTE: THIS NOTICE MUST BE SERVED WITH THE SUMMONS AND COMPLAINT.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Ryan Lee, Krohn and Moss, Ltd. (#235879)
5055 Wilshire Blvd., Suite 300
Los Angeles, CA 90036
TELEPHONE NO.: 323-988-2400 FAX NO.: 866-431-5575
ATTORNEY FOR (Name): Plaintiff, PAUL LICATA

FOR COURT USE ONLY

FILED
ENDORSED
AUG 18 2006
By J. HOLLAN
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO
STREET ADDRESS: 720 Ninth Street
MAILING ADDRESS: Same
CITY AND ZIP CODE: Sacramento, CA 95814
BRANCH NAME: Gordon D. Schaber Downtown Courthouse

CASE NAME:
Paul Licata v. DaimlerChrysler Corporation

CASE NUMBER: 06AS03579

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

[✓] **Unlimited** (Amount demanded exceeds $25,000)
[ ] **Limited** (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] **Counter** [ ] **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

Items 1–5 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [ ] Collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800–1812)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

2. This case [ ] is [✓] is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify)*: 5
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: August 11, 2006

Ryan Lee
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Todd M. Friedman, Esq.- State Bar #216752
Ryan Lee, Esq. – State Bar #235879
Krohn & Moss
5055 Wilshire Blvd., Suite 300
Los Angeles, CA 90036
Telephone (323) 988-2400
Attorneys for Plaintiff, PAUL LICATA

FILED
ENDORSED
AUG 18 2006
By J. HOLLAN
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO
UNLIMITED JURISDICTION

PAUL LICATA, Plaintiff, vs. DAIMLERCHRYSLER CORPORATION Defendant	**Case No.:** 06AS03579 **COMPLAINT**

COMPLAINT

NOW COMES the Plaintiff, PAUL LICATA, by and through Plaintiff's attorneys, KROHN & MOSS, LTD., and for Plaintiff's Complaint against Manufacturer, DAIMLERCHRYSLER CORPORATION, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, PAUL LICATA ("Plaintiff), is an individual who purchased subject vehicle in the State of California.

2. Manufacturer, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a corporation Authorized to do business in the State of California and is engaged in the manufacture, sale, and 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

AUTOWEST DODGE ("Seller"). Manufacturer does business in all counties of the State of California.

BACKGROUND

3. On or about January 1, 2005, Plaintiff purchased from Seller a 2005 Chrysler Town & Country ("TOWN & COUNTRY"), manufactured by Manufacturer, Vehicle Identification No. 2C4GP44R95R309313, for valuable consideration (A copy of Plaintiff's purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the TOWN & COUNTRY, including sales tax, registration charges, document fees and other collateral charges, such as bank and finance charges, totaled more than $30,061.44.

5. In consideration for the purchase of the TOWN & COUNTRY, Manufacturer issued and supplied to Plaintiff several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's Warranty Booklet.

6. On or about January 1, 2005, Plaintiff took possession of the TOWN & COUNTRY and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the TOWN & COUNTRY.

7. The defects listed below violate the express written warranties issued to Plaintiff by manufacturer, as well as the implied warranty of merchantability.

8. Plaintiff brought the TOWN & COUNTRY to seller and/or other authorized service dealers of manufacturer for various defects, including, but not limited to the following:

a. Defective a/c as evidence by a/c not as cold, clicking noise, a/c works intermittently and loud thump on start when a/c on;

b. Defective body as evidence by right front window will not roll down and window intermittently inoperative;

c. Defective brakes as evidence by shimmy when applying brakes at freeway speed, squeaking from brakes and brakes make noise;

d. Defective electrical as evidence by lights control inoperative at times, headlights turn off when driving and illumination of the SES light;

e. Defective suspension as evidence by vibration from front end at highway speeds vibration; and

f. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

9. Plaintiff provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the TOWN & COUNTRY.

10. Manufacturer, through its authorized dealers was unable and/or failed to repair the TOWN & COUNTRY within a reasonable number of attempts.

11. Plaintiff justifiably lost confidence in the TOWN & COUNTRY's reliability and said defects have substantially impaired the value of the TOWN & COUNTRY to Plaintiff.

12. Said defects could have not been discovered by Plaintiff prior to Plaintiff's acceptance of the TOWN & COUNTRY.

13. As a result of said defects, Plaintiff revoked acceptance of the TOWN & COUNTRY in writing on July 5, 2006 (A copy of said letter is attached hereto and marked as Exhibit "B").

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

15. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies Plaintiff is entitled upon revocation.

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

17. Plaintiff has and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express and implied warranties.

18. Prior to filing this complaint, Plaintiff attempted to submit to Manufacturer's informal dispute resolution program and was unsatisfied with the results therein.

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

19. Plaintiff realleges and incorporates by reference as fully set forth herein, paragraphs 1-18 of this Complaint.

20. Plaintiff is a purchaser of a consumer product who received the TOWN & COUNTRY during the duration of a written warranty period applicable to the TOWN & COUNTRY and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

21. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

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

23. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section, 2301 et. Seq. ("Warranty Act") is applicable to Plaintiff's Complaint in that the TOWN & COUNTRY was manufactured, sold and purchased after July 4,1975, and costs in excess of ten dollars ($10.00).

24. Plaintiff's purchase of the TOWN & COUNTRY was accompanied by written factory warranties for any non-conformities or defects in materials or workmanship, comprising an undertaking in writing in connection with the purchase of the TOWN & COUNTRY to repair the TOWN & COUNTRY or take other remedial action free of charge to Plaintiff with respect to the TOWN & COUNTRY in the event that the TOWN & COUNTRY failed to meet the specifications set forth in said undertaking.

25. Said warranties were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the TOWN & COUNTRY to Plaintiff.

26. Said purchase of Plaintiff's TOWN & COUNTRY was induced by, and Plaintiff relied upon, these written warranties.

27. Plaintiff has met all of Plaintiff's obligations and preconditions as provided in the written warranties.

28. As a direct and proximate result of Manufacturer's failure to comply with its express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for such damages and other equitable relief.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
c. 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

29. Plaintiff realleges and incorporates by reference as through fully set forth herein, paragraphs 1-18 of this complaint.

30. The TOWN & COUNTRY purchased by Plaintiff 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, Plaintiff herein.

31. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

32. 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 purchase to perform services relating to the maintenance or repair of a motor vehicle.

33. Pursuant to 15 U.S.C. § 2308, Plaintiff's TOWN & COUNTRY 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 TOWN & COUNTRY was intended.

34. The TOWN & COUNTRY was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

35. The above described defects in the TOWN & COUNTRY render the TOWN & COUNTRY unfit for the ordinary and essential purpose for which the TOWN & COUNTRY was intended.

36. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
c. Such other and further relief that the Court deems just and appropriate.

COUNT III
REVOCATION OF ACCEPTANCE
MANUFACTURER

37. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

38. Manufacturer's tender of the TOWN & COUNTRY was substantially impaired to Plaintiff.

39. Manufacturer' s tender of the TOWN & COUNTRY, which was substantially impaired to

Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
c. Such other and further relief that the Court deems just and appropriate.

COUNT IV
SONG –BEVERLY CONSUMER WARRANTY ACT

40. Plaintiff realleges and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

41. Pursuant to Cal Civ. Code. § 1793.22(b)(2), Plaintiff has presented the TOWN & COUNTRY to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities within eighteen-thousand (18,000) miles and/or eighteen (18) months for the above-mentioned defects that substantially affect the use, value and safety of the TOWN & COUNTRY.

42. Manufacturer, through Seller and/or other authorized dealerships, have been unable to repair said defects in a reasonable number of attempts.

43. Pursuant to Cal Civ. Code. § 1793.2, Plaintiff is entitled to a refund of the full purchase price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorney fees and costs.

44. Manufacturer has willfully violated the provisions of this act by knowing of its obligat6ions to refund or replace Plaintiff's vehicle, but failing to fulfill them.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of the TOWN & COUNTRY's purchase price and all incidental and consequential damages incurred by Plaintiff;
b. Return of all finance charges incurred by Plaintiff for the TOWN & COUNTRY;
c. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
d. A civil penalty pursuant to Cal. Civ. Code § 1794 (c).
e. Such other and further relief that this Court deems just and appropriate.

COUNT V
SONG –BEVERLY CONSUMER WARRANTY ACT

45. Plaintiff realleges and incorporates by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

46. The TOWN & COUNTRY purchased by Plaintiff was subject to an implied warranty of merchantability as defined in Cal. Civ. Code §1790 running from the Manufacturer to the intended consumer, Plaintiff herein.

47. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

48. Manufacturer is prohibited from disclaiming or modifying any implied warranty under Cal. Civ. Code §1790.

49. Pursuant to Cal. Civ. Code §1790, Plaintiff's TOWN & COUNTRY was impliedly warranted to be fit for the ordinary use for which the TOWN & COUNTRY was intended.

50. The TOWN & COUNTRY was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

51. The above described defects in the TOWN & COUNTRY caused it to fail to possess even the most basic degree of fitness for ordinary use.

52. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2714 of the Commercial Code, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other costs;
c. Such other and further relief that the Court deems just and appropriate.

PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.

Dated this 11th day of August, 2006

Ryan Lee, Attorney for Plaintiff,
PAUL LICATA

EXHIBIT A

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE INTEREST FINANCE CHARGE

DEAL 184534

Dealer Number _____ Contract Number _____ R.O.S. Number 1262[illegible] Stock Number 5R309313

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	Creditor - Seller (Name and Address)
PAUL A LICATA ROSA LICATA 5820 MEADOWDALE CT ROCKLIN CA 95677	AUTOWEST DODGE/CHRYS/JEEP 230 AUBURN DRIVE ROSEVILLE, CA 95661

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2005	CHRYSLER TOWN COUNTRY	5	2C4GP44R95R309313	XX personal, family or household ☐ business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 1206.00 is
7.74 %	$ 5905.16(e)	$ 22950.28	$ 32355.44(e)	$ 30061.44(e)

(e) means an estimate

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of	3500.00	01/10/2005
One Payment of	N/A	N/A
71 Payments	400.77	Monthly, Beginning 02/15/2005
Payments	N/A	Monthly, Beginning N/A
One Final Payment	400.77	01/15/2011

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED

1. **Total Cash Price** $ 22202.53 (A)
   A. Cash Price of Motor Vehicle and Accessories
      1. Cash Price Vehicle $ 22202.53
      2. Cash Price Accessories $ N/A
      3. Other (Nontaxable)
         Describe _____ $ N/A
         Describe _____ $ N/A
   B. Document Preparation Fee (not a governmental fee) $ 45.00 (B)
   C. Smog Fee Paid to Seller $ N/A (C)
   D. Sales Tax (on taxable items in A+B+C) $ 1618.75 (D)
   E. Optional DMV Electronic Filing Fee* $ N/A (E)
   F. (Optional) Service Contract* $ N/A (F)
   G. (Optional) Service Contract* $ N/A (G)
   H. Prior Credit or Lease Balance paid by Seller to _____ $ N/A (H)
      (see payment and trade-in calculation)
   I. (Optional) Gap Contract (to whom paid)* $ N/A (I)
   J. Other (to whom paid)* _____ $ N/A (J)
      For _____
   Total Cash Price (A through J) $ 23946.28 (1)
2. **Amounts Paid to Public Officials**
   A. License Fees $ 205.00 (A)
   B. Registration/Transfer/Titling Fees $ -INCL- (B)
   C. California Tire Fees* $ 5.00 (C)

STATEMENT OF INSURANCE

NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

	Term	Premium
$ N/A Ded. Comp., Fire & Theft	N/A Mos.	$ N/A
$ N/A Ded. Collision	N/A Mos.	$ N/A
Bodily Injury $ N/A Limits	N/A Mos.	$ N/A
Property Damage $ N/A Limits	N/A Mos.	$ N/A
Medical N/A	N/A Mos.	$ N/A
N/A	N/A Mos.	$ N/A
Total Vehicle Insurance Premiums		$ N/A(a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X N/A
Co-Buyer X N/A
Seller X AUTOWEST DODGE/CHRYS/JEEP

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

	Term	Exp.	Premium
Credit Life	N/A Mos.	N/A	N/A
Credit Disability	N/A Mos.	N/A	N/A
Total Credit Insurance Premiums $			N/A(b)

Insurance Company Name N/A
N/A
Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for

D. Other $ N/A (D)
E. Other $ N/A (E)
Total Official Fees (A through E) $ 210.00 (2)
3. Amount Paid to Insurance Companies
(Total premiums from Statement of Insurance column a + b)* $ N/A (3)
4. Smog Certification or Exemption Fee Paid to State $ N/A (4)
5. Subtotal (1 through 4) $ 24156.28 (5)
6. Total Downpayment
A. Agreed Trade-In Value Yr 2003 Make DODG $ 13000.00 (A)
Model CARAD Odom
VIN 1D4GP25RX3B258227
B. Less Prior Credit or Lease Balance $ 19544.00 (B)
C. Net Trade-In (A less B) (indicate if a negative number) $ -6544.00 (C)
D. Deferred Downpayment $ 3500.00 (D)
E. Manufacturer's Rebate $ 4250.00 (E)
F. Other $ N/A (F)
G. Cash $ N/A (G)
Total Downpayment (C through G) $ 1206.00 (6)
(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1H above)
7. Amount Financed (5 less 6) $ 22950.28 (7)
*Seller may keep part of these amounts.

...ched your 65th birthday. (2) You are eligible for ...sability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).
You want to buy the credit insurance.

01/01/05 X N/A
Date Buyer Signature Age
X N/A
Date Co-Buyer Signature Age

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1I. See your gap contract for details on the protection it provides. It is a part of this contract.
Term N/A Mos N/A
Name of Gap Contract
You want to buy a gap contract.
Buyer X N/A

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1.F and/or 1.G above.
1.F Company N/A
Term N/A Mos. or N/A Miles
1.G Company N/A
Term N/A Mos. or N/A Miles
Buyer X N/A

SELLER ASSISTED LOAN
BUYER MAY ... SECURITY FOR THE LOAN, AND WILL BE ... THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL ... SALE CONTRACT AND THE LOAN.
Proceeds of Loan From: N/A
Amount $ ... charge $ N/A
Total $ ... in N/A
Installments of ... $ N/A
from this Loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE
If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:
☐ **Name of autobroker receiving fee, if applicable:**

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.
Buyer Signs
Co-Buyer Signs

NOTICE OF RESCISSION RIGHTS
If Buyer and Co-Buyer sign here, the provisions of the Rescission Rights section on the back giving the Seller the right to rescind if Seller is unable to assign this contract to a financial institution will apply.
Buyer X Co-Buyer X

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before ..., Year ..., SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
WARNING:
YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.
FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT.
THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.
S/S X X

Representations of Buyer: Seller has relied on the truth and accuracy of the information provided by you in connection with the Trade-In Vehicle. You represent that you have given a true payoff amount on the vehicle traded in. If the payoff amount is more than the amount shown above in item 6.B as "Prior Credit or Lease Balance," you must pay Seller the excess on demand. If the payoff amount is less than the amount shown above in item 6.B as "Prior Credit or Lease Balance," Seller will refund the difference to you.
Buyer X Co-Buyer X

Notice to buyer:
(1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.
Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.
After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.
Buyer Signature X Co-Buyer Signature X

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING OFF PERIOD YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT

The Annual Percentage Rate n be negotiable with the Seller. Th Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING OFF PERIOD

California law does not provide for a "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION CLAUSE ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X _____ Date 01/01/2005 Co-Buyer Signature X _____ Date 01/01/2005

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY

To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X N/A Date N/A Guarantor X N/A Date N/A

Address N/A Address N/A

Seller Signs AUTOWEST DODGE/CHRYS/JEEP Date 01/01/05 By X _____ Title MGR.

LAW FORM NO. 553-CA-ARB (REV. 1/05) U.S. PATENT NO. D450,702
©2005 Reynolds and Reynolds 10 QWIKTY www.reynolds.com; 1-800 344-0990; fax 1-800-031-8000
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER/TRUTH-IN-LENDING COPY

EXHIBIT B

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)
5055 Wilshire Blvd Suite 300
Los Angeles, CA. 90036
www.krohnandmoss.com

Writer's Direct Number
(323) 988-2400
Writer's Direct Facsimile
(866) 431-5575
Writer's Direct E-Mail
thriedman@consumerlawcenter.com

Writer licensed to practice only in:
California
Illinois

July 5, 2006

DaimlerChrysler Corporation
West Business Center
7700 Irvine Center Drive, Suite 400,
P.O. Box 21-8004
Irvine, CA 92618.

RE: Paul Licata v. DaimlerChrysler Corporation
Vehicle: 2005 CHRYSLER TOWN AND COUNTRY-
VIN: 2C4GP44R95R309313
Our File No.: L06056025A

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b)(3), please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Song-Beverly Warranty Consumer Warranty Act ("Lemon Law") and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office as such

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful These defects and non-conformities include, but are not limited to:

1. Defective a/c as evidence by a/c not as cold, clicking noise, a/c works intermittently and loud thump on start when a/c on;

2. Defective body as evidence by right front window will not roll down and window intermittently inoperative;

3. Defective brakes as evidence by shimmy when applying brakes at freeway speed, squeaking from brakes and brakes make noise;

4. Defective electrical as evidence by lights control inoperative at times, headlights turn off when driving and illumination of the SES light;

5. Defective suspension as evidence by vibration from front end at highway speeds vibration; and

6. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages

To avoid any litigation, my client merely requests a refund for the defective vehicle, plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the Lemon Law and/or Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

Todd Friedman
Attorney at Law

TF/ee

cc: Paul Licata

CT CORPORATION
A WoltersKluwer Company

Claim to Case 1169502
WL
LHN

Service of Process Transmittal
06/14/2006
Log Number 511233498

CLARK HILL PLC
JUN 19 2006

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Wisconsin**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	William Livesey, Pltf. vs. Daimler Chrysler Corporation, etc. and Dodgeland of Wisconsin, Inc., Dfts. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Milwaukee County Circuit Court, WI Case # 06 CV 5228
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - On a 2005 Dodge Caravan purchased on or about November 12, 2004, VIN 2D8GP44L15R310307
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Madison, WI
DATE AND HOUR OF SERVICE:	By Process Server on 06/14/2006 at 07:00
APPEARANCE OR ANSWER DUE:	Within 45 days 7/29
ATTORNEY(S) / SENDER(S):	Craig E. Vance Consumer Legal Services 13000 W. Bluemound Suite 305 Elm Grove, WI, 53122 262-780-0331
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790956620610 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Tamara Horn 8025 Excelsior Drive Suite 200 Madison, WI, 53717 608-833-4821

2006 JUN 16 AM 10: 39

RECEIVED
JUN 19 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY

06CV005228

WILLIAM LIVESEY
4610 W. Abbot Avenue
Greenfield, Wisconsin 53220

Plaintiff,

v.

SUMMONS
Case No.:
Case Classification: other contracts
Case Code: 30303

DAIMLER CHRYSLER CORPORATION,
a Delaware Corporation,
c/o C.T. Corporation Systems
8025 Excelsior Drive, Suite 200
Madison, Wisconsin 53717

HON. CLARE L. FIORENZA, BR. 3

CIVIL I

and

DODGELAND OF WISCONSIN, INC.
2201 N. Mayfair Road
Milwaukee, Wisconsin 53226
Registered Agent:
Craig A. Ewald
2201 N. Mayfair Road
Milwaukee, WI 53226

Defendants.

FILED
Authenticated
0 JUN 07 2006 0
JOHN BARRETT
Clerk of Circuit Court

JURY DEMAND FEE
6 PERSON $36.00 PAID

THE STATE OF WISCONSIN, to each person named above as a Defendant.

YOU ARE HEREBY NOTIFIED that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

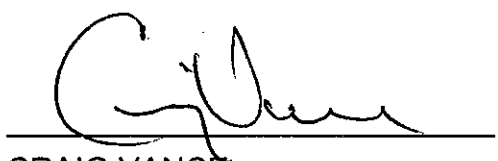
Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that terms is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject of disregard an Answer that does not follow the

requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is: Milwaukee County Courthouse, 901 N. 9th Street, Milwaukee, Wisconsin 53233, and to Consumer Legal Services, Plaintiff's attorneys, whose address is: 13000 W. Bluemound Road, Suite 305, Elm Grove, WI 53122. You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of the property.

Dated: June 1, 2006

CONSUMER LEGAL SERVICES
Attorney for the Plaintiff



CRAIG VANCE
State Bar No: 1032325
MARK ROMANO
State Bar No: 1031838

POST OFFICE ADDRESS:
13000 W. Bluemound Road, Suite 305
Elm Grove, WI 53122
(262) 780-0331

STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY

06CV005228

WILLIAM LIVESEY
4610 W. Abbot Avenue
Greenfield, Wisconsin 53220

Plaintiff,

v.

COMPLAINT AND JURY DEMAND
Case No.:
Case Classification: other contracts
Case Code: 30303

DAIMLER CHRYSLER CORPORATION,
a Delaware Corporation,
c/o C.T. Corporation Systems
8025 Excelsior Drive, Suite 200
Madison, Wisconsin 53717

and

DODGELAND OF WISCONSIN, INC.
2201 N. Mayfair Road
Milwaukee, Wisconsin 53226
Registered Agent:
Craig A. Ewald
2201 N. Mayfair Road
Milwaukee, WI 53226

Defendants.

FILED
Authenticated
0 JUN 07 2006 0
JOHN BARRETT
Clerk of Circuit Court

NOW COMES Plaintiff, William Livesey, by and through his attorneys, **CONSUMER LEGAL SERVICES**, by Craig Vance and Mark Romano, who complains against the above-named Defendants as follows:

PARTIES

A. Plaintiff is a resident of the State of Wisconsin and resides at 4610 W. Abbot Avenue, Greenfield, Wisconsin 53220.

B. Defendant, Daimler Chrysler Corporation, Inc. (hereinafter referred to as "the Manufacturer"), is a Delaware Corporation authorized to do business in the State of

Wisconsin, whose Registered Agent is C.T. Corporation System, located at 8025 Excelsior Drive, Suite 200, Madison, Wisconsin 53717, and, at all times relevant hereto, was engaged in the manufacture, sale, distribution and/or importing of Chrysler vehicles and related equipment in Milwaukee, Wisconsin.

C. Defendant, Dodgeland of Wisconsin, Inc.(hereinafter referred to as the "Seller"), is a Wisconsin Corporation, 2201 N. Mayfair Road, Milwaukee, Wisconsin 53226, authorized to do business in the State of Wisconsin whose Registered Agent is Craig A. Ewald, located at 2201 N. Mayfair Road, Milwaukee, Wisconsin 53226, and, at all time relevant hereto, was an authorized agent for Manufacturer and was engaged in the business of selling and servicing Daimler Chrysler vehicles in the City of Milwaukee, Wisconsin.

FACTS

1. On or about November 12, 2004 Plaintiff purchased a new 2005 Dodge Caravan, Vehicle Identification Number 2D8GP44L15R310307(hereinafter referred to as the "2005 Caravan"), from the Seller which was manufactured by the Manufacturer (see copy of the Motor Vehicle Purchase Contract attached as Exhibit A).

2. At the time Plaintiff purchased the 2005 Caravan, the Manufacturer's informal dispute settlement procedure was not certified by the State of Wisconsin Department of Transportation.

3. The 2005 Caravan was sold to Plaintiff with written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from the Manufacturer and the Seller (a copy of the written warranty is in the

possession of the Defendants).

4. Plaintiff has taken the 2005 Caravan to the Manufacturer's authorized agents/dealers on at least four (4) occasions and out of service for over 30 days (see service history on repair order attached as Exhibit B). By way of example and not by way of limitation, the defects with Plaintiffs' 2005 Caravan include the following:

Date	Mileage	Invoice #	Complaint
06/03/05	6,007	195934D	**ELECTRICAL DEFECT:** All power windows inoperative, air bag light on. Replace fuse.
06/10/05	6,617	196129D	**ELECTRICAL DEFECT:** Power window inoperative. Defective circuit breaker.
07/13/05	7,625	197967D	**ELECTRICAL DEFECT:** Power windows inoperative. Remote for power hatch release inoperative.
08/02/05	8,723	700460	**ELECTRICAL DEFECT:** Power window fuse is blown repeatedly. At times function for closing rear lift does not work. Gate does not work.
01/21/06	13,758	27250	**ELECTRICAL DEFECT:** Air bag light stays on, power windows inoperative, headlamps intermittently inoperative.
01/24/06	13,850	27250	**ELECTRICAL DEFECT:** Air bag light stays on. Moisture into LF impact sensor connector. Replace LF and RF. **SUSPENSION DEFECT:** Vehicle has clinking noise in front end. Right outer tire rod worn.

02/23/06	14,488	27250	**SUSPENSION DEFECT:** Noise in front of vehicle over bumps/turning. Worn out sway bar bushings. Replace sway bar bushings.
04/18/06	15,568	80155	**ELECTRICAL DEFECT:** All power windows are inoperative. Ewald has worked on and not been able to fix, keeps blowing fuses. **RECALL DEFECT:** Perform recall, rear a/c and heater tubes.

5. This cause of action arises out of Defendants' various breaches of warranties and violations of statutes as hereinafter alleged.

6. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiffs seek judgment against Defendants, together with equitable relief. In addition, Plaintiffs seek damages from Defendants for double the amount of incidental, consequential, collateral costs and actual damages, together with interest, costs and actual attorneys' fees.

COUNT I
BREACH OF EXPRESS WARRANTY

7. Plaintiffs' incorporate herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

8. Plaintiffs' are "buyers" under the Wisconsin Uniform Commercial Code, W.S.A. 402.103(1)(a).

9. The Manufacturer and the Seller are "sellers" under the Wisconsin

Uniform Commercial Code, W.S.A. 402.103(1)(d).

10. The 2005 Caravan constitutes "goods" under the Wisconsin Uniform Commercial Code, W.S.A. 402.105(1).

11. This is a "transaction in goods" to which W.S.A. 402.102 and W.S.A. 402.105(1) is applicable.

12. Plaintiffs' purchase of the 2005 Caravan was accompanied by an express warranty, written and otherwise offered by the Manufacturer and the Seller. Whereby this warranty was part of the basis of the bargain of the contract, upon which Plaintiffs relied, between Plaintiff and the Manufacturer/Seller for its sale of the 2005 Caravan.

13. In this express warranty, the Manufacturer warranted that if any defects were discovered within certain periods of time, the Manufacturer and/or the Seller would provide repair of the 2005 Caravan free of charge to Plaintiffs under specific terms as stated in the express warranty.

14. In fact, Plaintiffs' discovered the 2005 Caravan had defects and problems that were discovered after Plaintiffs' purchased this vehicle as discussed above.

15. Plaintiffs notified the Manufacturer and the Seller of the aforementioned defects.

16. Plaintiffs provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2005 Caravan.

17. Plaintiffs reasonably met all of the obligations and pre-conditions as provided in the express warranty.

18. The Manufacturer and the Seller have failed to adequately repair the 2005 Caravan and/or have not repaired the 2005 Caravan in a timely fashion, and the 2005

Caravan remains in a defective condition.

19. Even though the express warranty provided to Plaintiffs limited Plaintiffs' remedy to repair, replace and/or adjust defective parts, the 2005 Caravan defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair, replace and/or adjustment of defective parts failed of its essential purpose pursuant to W.S.A. 402.719(2); and/or the above remedy is not the exclusive remedy under W.S.A. 402.719(1)(b).

20. The 2005 Caravan continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

21. These defects could not reasonably have been discovered by Plaintiff prior to Plaintiffs' acceptance of the 2005 Caravan.

22. The Manufacturer and the Seller induced Plaintiffs' acceptance of the 2005 Caravan by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

23. As a result of the 2005 Caravan's many defects, the Plaintiffs has lost faith and confidence in the 2005 Caravan and Plaintiffs cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

24. If the finder of fact finds that revocation and/or rejection was improper, then, in the alternative, Plaintiffs allege that as of the date of revocation, the 2005 Caravan in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiffs are entitled to damages for breach of warranty calculated by the difference at the time and place of

acceptance between the value of the 2005 Caravan accepted and the value it would have had if it had been as warranted.

25. The Manufacturer and the Seller have refused Plaintiff's demands and have refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled pursuant to W.S.A. 402.313, 402.711, 402.714 and 402.715.

WHEREFORE, Plaintiffs demand judgment against all Defendants:

A. Declaring that acceptance has been properly revoked by Plaintiff;

B. For damages incurred by the breach of the express warranty;

C. For a refund of the purchase price paid by Plaintiffs for the 2005 Caravan;

D. To cancel the retail installment contract and pay the balance on the same;

E. For incidental, consequential and actual damages;

F. For costs, interest and actual attorneys' fees; and

G. For such other equitable relief that this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

26. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 though 27 as though herein fully restated and realleged.

27. The Manufacturer and the Seller are "merchants" with respect to automobiles under the Wisconsin Uniform Commercial Code, W.S.A. 402.104(1).

28. The 2005 Caravan was subject to implied warranties of merchantability under W.S.A. 402.314, running from the Manufacturer and the Seller to the benefit of Plaintiffs.

29. The 2005 Caravan not fit for the ordinary purpose for which such vehicles are used.

30. The defects and problems hereinbefore described rendered the 2005 Caravan unmerchantable.

31. The Manufacturer and the Seller failed to adequately remedy the defects in the 2005 Caravan; and the 2005 Caravan continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff demand judgment against Defendants:

A. For damages occasioned by the breach of the implied warranty;

B. Declaring that acceptance has been properly revoked and for damages incurred in revoking acceptance;

C. For a refund of the purchase price paid by Plaintiffs for the 2005 Caravan;

D. To cancel the retain installment contract and pay the balance on the same;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other equitable relief that this Court deems appropriate.

COUNT III
REVOCATION OF ACCEPTANCE

32. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

33. Plaintiffs accepted the 2005 Caravan without discovering the above

defects due to the fact Plaintiffs were reasonably induced to accept the 2005 Caravan by the difficulty of discovery of the above defects.

34. In the alternative, Plaintiffs reasonably assumed, and the Manufacturer and the Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

35. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

36. The nonconformities substantially impaired the value of the 2005 Caravan to Plaintiffs.

37. Plaintiffs previously notified the Manufacturer and the Seller of the nonconformities and Plaintiffs' intent to revoke acceptance pursuant to W.S.A. 402.608 and demanded the refund of his purchase price for the 2005 Caravan and out-of-pocket expenses. (See copy of Plaintiffs' revocation of acceptance letter attached as Exhibit C).

38. The Manufacturer and the Seller have nevertheless refused to accept return of the 2005 Caravan and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiffs.

WHEREFORE, Plaintiffs demand judgment against the Manufacturer and the Seller:

A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiffs for the 2005 Caravan;

C. For consequential, incidental and actual damages;

D. To cancel the retail installment contract and pay the balance on the same;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT IV
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

39. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 40 as though herein fully restated and realleged.

40. Plaintiffs are a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

41. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

42. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

43. 2005 Caravan is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

44. 2005 Caravan was manufactured, sold and purchased after July 4, 1975.

45. The express warranty given by the Manufacturer and adopted by the Seller pertaining to the 2005 Caravan is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

46. The Seller is an authorized agent/dealership of the manufacturer

designated to perform repairs on vehicles under the Manufacturer's automobile warranties.

47. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty contract by the Manufacturer and the Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiffs demand judgment against the Manufacturer and the Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2005 Caravan;

C. To cancel the retail installment contract and pay the balance on the same;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT V
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

48. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 47 as though herein fully stated and realleged.

49. The above-described actions on the part of the Manufacturer and Seller constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiffs demand judgment against the Manufacturer and the Seller:

A. Declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiffs for the 2005 Caravan;

C. To cancel the retail installment contract and pay the balance on the same;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
BREACH OF CONTRACT

50. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully restated and realleged.

51. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2005 Caravan to Plaintiffs. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

52. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2005 Caravan created a contractual relationship between the Manufacturer/Seller and Plaintiff.

53. The Manufacturer and the Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty

coverage period and within a reasonable time.

WHEREFORE, Plaintiff demand judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2005 Caravan;

B. To refund Plaintiff' purchase contract;

C. For return of an amount equal to Plaintiffs' down payment and all payments made by Plaintiffsto the Defendants;

D. To cancel the retail installment contract and pay the balance on the same;

E. For incidental, consequential and actual damages;

F. For costs and expenses, interest, and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

COUNT VII
VIOLATION OF REPAIR REPLACEMENT AND REFUND UNDER
NEW MOTOR VEHICLE WARRANTIES ACT, W.S.A.218.0171 ET SEQ

54. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 55 as though herein fully restated and realleged.

55. Plaintiffs are a "consumer" under the Wisconsin New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), W.S.A. 218.0171 (1) (b).

56. The Manufacturer is a "manufacturer" under the Lemon Law, W.S.A. 218.0171 (1) (c).

57. The 2005 Caravan is a "motor vehicle" under the Lemon Law, W.S.A. 218.0171(1) (d).

58. The Seller is a "motor vehicle dealer" under the Lemon Law, W.S.A. 218.0171 (1) (e).

59. Plaintiffs' 2005 Caravan has been subject to a reasonable attempt

to repair the aforementioned nonconformities:

(a) the same warranty nonconformity with the 2005 Caravan has been subject to at least four repair attempts by Defendant the Manufacturer, through its authorized motor vehicle dealers within the term of the Manufacturers express warranty applicable to the 2005 Caravan or within one year from the date of delivery to Plaintiffs; and/or

(b) the 2005 Caravan was out of service thirty (30) or more days within the terms of the Manufacturer's express warranty applicable to the 2005 Caravan, or within one year from the date of delivery to Plaintiffs.

60. The 2005 Caravan continues to manifest the aforementioned nonconformities.

61. The aforementioned nonconformities substantially impair the use, value or safety of the 2005 Caravan to the Plaintiffs.

62. On or about November 15, 2005 Plaintiffs notified the Manufacturer of Plaintiffs' request for a refund/replacement pursuant to the Lemon Law, W.S.A. 218, 0171 (2) (c).

63. The Manufacturer has failed to refund or replace Plaintiffs' 2005 Caravan within thirty (30) days of Plaintiff' statutory offer. (Exhibit D)

WHEREFORE, Plaintiffs demand the following relief against the Manufacturer;

A. Replace the 2005 Caravan with a comparable new replacement motor vehicle and refund any collateral costs; or

B. The Manufacturer must accept return of the 2005 Caravan and refund to Plaintiffs and to any holder of a perfected security interest in the Plaintiffs' 2005

Caravan, as their interest may appear, the full purchase price, plus any sales tax, finance charges, amount paid by the Plaintiffs at the point of sale and collateral costs, less a reasonable allowance for use. A reasonable allowance for Plaintiffs' use of the 2005 Caravan may not exceed the amount obtained by multiplying the full purchase price of the 2005 Caravan by a fraction, the denominator of which is 100,000 and the numerator of which is the number of miles the 2005 Caravan was driven before the Plaintiffs first reported the nonconformity to the motor vehicle dealer;

C. Pursuant to W.S.A. 218.0171(7), Plaintiffs are entitled to a sum equal to twice the amount of any pecuniary loss, together with costs, disbursements and reasonable attorney fees and equitable relief the Court determines appropriate;

D. For prejudgment interest; and

E. For such other relief as may be justified in this action.

COUNT VIII
VIOLATION OF REPAIR REPLACEMENT AND REFUND UNDER
NEW MOTOR VEHICLE WARRANTIES ACT, W.S.A.218.0171 ET SEQ

64. Plaintiffs incorporate herein by reference each and every allegation contained in Paragraphs 1 through 65 as though herein fully restated and realleged.

65. Plaintiffs' 2005 Caravan does not conform to the Manufacture's express warranty due to the inability of the Manufacturer to repair the aforementioned nonconformities. [W.S.A. 218.0171 (2) (a)]

66. Plaintiffs reported the aforementioned nonconformities to the Manufacturer and/or any of the Manufacturer's authorized motor vehicle dealers. [W.S.A. 218.0171 (2) (a)]

67. Plaintiffs made the 2005 Caravan available for repair before the expiration

of the Manufacturer's Warranty and/or one year after first delivery of the 2005 Caravan to Plaintiff. [W.S.A. 218.0171 (2) (a)]

WHEREFORE, Plaintiffs demand the following relief against the Manufacturer.

A. Damages for beach of warranty;

B. All damages attributable to the Manufacturer's inability to repair the 2005 Caravan;

C. Pursuant to W.S.A. 218.0171(7), Plaintiff is entitled to a sum equal to twice the amount of any pecuniary loss, together with costs, disbursements and reasonable attorney fees and any equitable relief the Court determines appropriate;

D. For prejudgment interest; and

E. For such other relief as may be justified in this action.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues triable by jury.

Dated: June 1, 2006

CONSUMER LEGAL SERVICES
Attorneys for Plaintiff

CRAIG E. VANCE
State Bar No: 1032325
MARK ROMANO
State Bar No: 1031838

POST OFFICE ADDRESS:
13000 W. Bluemound, Ste. 301
Elm Grove, WI 53122
(262) 780-0331

MOTOR VEHICLE PURCHASE CONTRACT THIS IS AN OFFER TO PURCHASE THAT WILL BECOME A BINDING MOTOR VEHICLE PURCHASE CONTRACT IF ACCEPTED BY THE DEALER. THE DEALER MUST ACCEPT OR REJECT THE OFFER WITHIN 2 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANOTHER PARTY.

DEALER NAME	**DODGELAND OF WISCONSIN, INC.**	VEH. STOCK NO. OR ORDER NO. D50433	MILEAGE AT SIGNING 9
ADDRESS	**6319 S. 108TH STREET**		ORDER DATE 10/07/04
CITY, STATE, ZIP	**FRANKLIN, WI 53132**	SALESPERSON'S NAME (PLEASE PRINT) HANSEN, MIKE	
TELEPHONE NO.	**(414) 427-2000**	SALESPERSON'S LICENSE NUMBER H525-5418-1024-04	

PROSPECTIVE PURCHASER ("YOU") NAME(S): WILLIAM L LIVESEY

PROSPECTIVE PURCHASER STREET ADDRESS	CITY	STATE	ZIP
4610 W ABBOT AVE	GREENFIELD	WI	53220

RESIDENCE PHONE	CELL PHONE	BUSINESS PHONE	RESIDENCE COUNTY	RESIDENCE TOWNSHIP	E-MAIL ADDRESS
(414)282-9309			MILWAUKEE	GREENFIELD	

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE ☑ NEW ☐ USED (☐ DEMO ☐ EXEC) TITLE AS ☐ CAR ☐ TRUCK ☐ OTHER LICENSE NO.

	MODEL YEAR	MAKE – TRADE NAME	MODEL	BODY TYPE	COLOR	IDENTIFICATION NO.
PURCHASED VEHICLE	05	DODG	GRCA	MP	INFERNO	2D8GP44L15R310307
OWNED OR LEASED TRADE-IN						

WARRANTY INFORMATION (Check Applicable Boxes) Refer to separate document for coverages and exclusions.

Manufacturer Warranty Information (Dealer is not a party to any manufacturer warranty)

1. ☒ New Vehicle Manufacturer Warranty
2. ☐ Remaining vehicle mfr. warranty—Call mfr. or refer to warranty booklet for details.

Expiration: _____ (date) _____ (miles), whichever comes first:

Deductible to be paid by You $_____

Transfer fee to be paid by You $_____ Pay to: ☐ Dealer ☐ Manufacturer

3. ☐ Not known 4. ☐ Expired 5. ☐ Cancelled due to salvage or other vehicle history

Dealer Warranty Information

6. ☒ **AS IS–NO WARRANTY. DEALER DISCLAIMS ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
7. ☐ Limited Warranty

Term: ____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: ____% Deductible to be paid by You: $ _____

SERVICE CONTRACT INFORMATION Refer to separate document for coverages and exclusions.

8. ☐ Service Contract (Administered by FIDELITY)

Terms: ____ (months) _____ (miles), whichever comes first.

Percent of retail repair costs to be paid by You: ____ % Deductible to be paid by You: $ _____

OTHER CONDITIONS OF SALE

THIS CONTRACT SUPERCEDES ALL PREVIOUS CONTRACTS

ANTICIPATED DELIVERY DATE: _____ 20__

USED: PRICE from the Wisconsin Buyers Guide $	
NEW: ☐ MSRP detail provided on window label ☐ MSRP detail provided on attachment Total MSRP (Manufacturer Suggested Retail Price) $	28580.00
Dealer Markup	
Dealer installed options — Has a warranty if ☑ at left.	
Total Dealer Installed Options (Add to Used Price or MSRP and enter in line a)	
PRICE OF THE VEHICLE	
a. Dealer Retail Price 28580.00	
b. Services Fee 95.00	
c. Discount 3424.79	
1. Cash Price (a + b – c) ..... 1.	25250.21
TAXABLE ITEMS PURCHASED WITH VEHICLE	
d. Other ..... N/A	
e. Service Contract 730.00	
2. Total of Taxable items (d + e) ..... 2.	730.00
TRADE ALLOWANCE	
f. Owned Trade-in Allowance	
Leased trade-in allowance (Net lease equity calculation) (i) Gross Allowance ..... N/A (ii) Estimated Lease Payoff .... N/A Payoff to: N/A	
g. Net Lease Equity (i – ii) ..... N/A	
3. Trade Allowance (f + g) (If number is negative add in line h and 8) ..3.	
SALES TAX CALCULATION	25980.21
h. Amount Subject to Sales Tax (1 + 2 – 3)	
4. 5.60% State, County and Regional Tax on h. .....4.	1454.89

EXHIBIT A

Regardless of reason, if the vehicle ordered by the purc[illegible] is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

☐ **THE ORDERED VEHICLE MUST BE LOCATED**
If the motor vehicle dealer and purchaser enter into a purchase contract for a new motor vehicle not available at the dealer's lot, the dealer and purchaser agree that the vehicle mileage upon delivery will not exceed _____ miles. Before vehicle delivery, purchaser has the right to cancel the purchase contract if the mileage of the vehicle exceeds that amount. The option to cancel ends at acceptance of delivery.

☐ **This is a Finance Transaction.** (Check A. or B.):
Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:
A. ☐ In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.
B. ☐ Acceptable to You.

☐ **This transaction is subject to financing being arranged through creditor of Your choice.** You must obtain acceptable financing and dealer must receive written notice by (date) _____ or this contract is void.

☐ **This is a cash transaction.** You are obligated to pay the balance due on delivery.

NON-TAXABLE ITEMS [illegible] HASED WITH VEHICLE		
j. Fees to appear o.	113.50	
k. Warranty/Service Contract Transfer Fee	N/A	
l. Other	N/A	
5. Total of Non-Taxable Items (j + k + l) .....5.		113.50
OWNED VEHICLE PAYOFF		
Due to _____		
6. Estimated Payoff Amount on Owned Trade-in .....6.		N/A
CASH & CASH EQUIVALENTS		
m. Cash Down Payment on Order ...	N/A	
n. MANUFACTURER REBATES — CASH BACK ☐ / ASSIGNED ☐	xx3000.00	
SEE FACTORY CLAIM FORM ☐		
FOR REBATE ITEMIZATION ☐		
o. Additional Cash Due (Date/Amount) ...	N/A	
7. Total Cash and Rebates (m + n [if assigned] + o) .....7.		3000.00
8. Due on Delivery or Balance to Finance (1 + 2 − 3 + 4 + 5 + 6 − 7) .....8. $		24548.60

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.

☐ ORDER OUT VEHICLE NOT PRICE PROTECTED (See Back of Contract for Details)

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO _____ MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.

This transaction is voidable at the option of the dealer at any time prior to the delivery of the purchased vehicle if any of the following representations are untrue. The undersigned purchaser(s) warrants that the below representations are true. The option to void this transaction in no way limits or restricts the election of other remedies available to the dealer prior to or after the closing of this transaction and these representations survive the closing of this transaction as to other remedies.

	YES	NO
(A) That I am 18 years of age or older.	☒	☐
(B) That I have full power, right and lawful authority to dispose of the trade-in.	☐	☐
(C) That, except for the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase Contract or under Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer.	☐	☐
(D) That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody).	☐	☐
(E) That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment.	☐	☐
(F) That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications.	☐	☐
(G) That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in's current odometer reading of _____ miles/kilometers reflects its actual mileage.	☐	☐
(H) That while I have owned or leased the trade-in its restraining devices (including airbags and belts) have not been replaced, tampered with, or otherwise altered in any way.	☐	☐
(I) That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands.	☐	☐
(J) That the trade-in has not previously been flood or water damaged.	☐	☐
(K) That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or structural portion of the unibody.	☐	☐
(L) That the only holder(s) of a security interest or lien in the trade-in ("Lienholders") is (are) shown below.	☐	☐

Lienholder(s): _____

Explain All "NO" Answers: _____

No oral representations are binding unless written on this form. The document (including the items printed on the Reverse Side) is the entire agreement between You and Dealer, and supersedes any prior agreements and representations, regarding the transactions described above. No modification or waiver of this agreement is enforceable against either party unless agreed to in writing by that party. You will receive a copy of this order.

As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, _____% (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S) _____ DATE SIGNED 11-12-04 TIME SIGNED _____ A.M. P.M.

ACCEPTED BY DEALER OR AUTHORIZED AGENT _____ DATE SIGNED _____ TIME SIGNED _____ A.M. P.M.

AUTHORIZED SIGNATURE _____

08/04/2005 HISTORY LISTING 3010
11:44:49 PAGE: 1

CUSTOMER NAME : WILLIAM L LIVESEY SERIAL NO. : 2D8GP44L15R110307

R.O NO. : 700460 R.O DATE : 08/02/2005 R.O TYPE : S
MILEAGE : 8713 ADVISOR NO. : 8006

JOB NUMBER : 1 OPERATION 51D0Z10 OP. DESC. POWER WINDOWS
SALE TYPE : W TECHNICIAN NO(S). 8116
COMPLAINT : O/R POWER WINDOW FUSE BLOWS FUSES / VERY INTERMITTENT! / SEE HISTORY !
CAUSE : UNKNOWN CAUSE,STILLS UNDERINVESTIGATION OF THE "STAR"
ORIGINAL CAUSE : UNKNOWN CAUSE,STILLS UNDERINVESTIGATION OF THE "STAR"
CORRECTION : PERFORMED INSPECTION FOUND PDC FUSE #28 40A BLOWN AGAIN.
PERFORMED INSPECTION. FOUND NO CAUSE OF THE BLOWN FUSE
RECEIVED INFORMATION FROM "STAR" TO INSTALL INLINE FUSES
INTO CIRCUITS F304 WT/PK FOR FIGURE OUT CAUSE.
INSTALLED INLINE FUSES INCIRCUIT F304 OF THE DRV PWR AND
PSG WINDOW REGULATOR.
SEE STAR ON LINE CASE#K17659328. PROBLEM STILL UNDER
INVESTIGATION BY DIAMLER CHRYSLER
ORIGINAL CORRECTION : PERFORMED INSPECTION FOUND PDC FUSE #28 40A BLOWN AGAIN.
PERFORMED INSPECTION. FOUND NO CAUSE OF THE BLOWN FUSE
RECEIVED INFORMATION FROM "STAR" TO INSTALL INLINE FUSES
INTO CIRCUITS F304 WT/PK FOR FIGURE OUT CAUSE.
INSTALLED INLINE FUSES INCIRCUIT F304 OF THE DRV PWR AND
PSG WINDOW REGULATOR.

JOB NUMBER : 2 OPERATION 70DD2H03 OP. DESC. RENTAL
SALE TYPE : W TECHNICIAN NO(S). 8014
COMPLAINT : SUPPLY BASIC RENTAL FOR CUST / ONGOING INTERMITTENT CUSTOMER CONCERN !
CORRECTION : RENTAL VEHICLE (SF607011)

JOB NUMBER : 3 OPERATION 51D02 OP. DESC. BODY ELECTRICAL
SALE TYPE : W TECHNICIAN NO(S). 8114
COMPLAINT : AT TIMES,RKE FUNCTION FOR CLOSING REAR LIFT GATE DOES NOT WORK.DOOR WILL MAKE NOISE LIKE
CAUSE : FULL OPEN SWITCH FAILURE
ORIGINAL CAUSE : FULL OPEN SWITCH FAILURE
CORRECTION : PERFORMED TEST.FOUND PLG MODULE DTC'S--- FULL OPEN SWITCH FAILED.PERFORMED SWITCH TEST.FOUND SWITCH FAILED INTERNALLY. REPLACED PLG GEAR ASSY.

COMMENTS : SEE HISTORY !

R.O NO. : 197967D R.O DATE : 07/13/2005 R.O TYPE : S
MILEAGE : 7625 ADVISOR NO. : 8*56

JOB NUMBER : 1 OPERATION 0C-RESDO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*16

A#N.
Bill

EXHIBIT B

COMPLAINT : CUSTOMER REPORTS POWER WINDOWS INOP. ALSO NOTICED AT ABOUT SAME TIME, REMOTE FOR POWER HATCH RELEASE INOP.

CAUSE : FUSE BLOWN

Part Number	Description	List	Qty
4868008AA	FUSE	2.45	1

CORRECTION : REPAIRS TO BE RESCHEDULED: 7625 WDO FUSE,40A -- BLOWN. PERFORMED INSPECTION. FOUND NO POWER'S GOING TO POWER WINDOW REGULATOR BREAKER. PERFORMED INSPECTION OF COMPONENTS AND FOUND 40A FUSE OF THE WDO BLOWN. REPLACED 40A WDO FUSE. PERFORMED VER TEST. RESET PLM --- HAD DTC --- LOW VOLTAGE. --> Labor $0.00 Parts $2.45 Misc $0.00 Hours 0.00

R.O NO. : 196129D R.O DATE : 06/10/2005 R.O TYPE : S
MILEAGE : 6617 ADVISOR NO. : 8*38

JOB NUMBER : 1 OPERATION 70EO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*16
COMPLAINT : POWER WINDOWS INOP.LF, RF,RR AND LR!
CAUSE :

Part Number	Description	List	Qty
4868008AA	FUSE	2.45	1
4414333	BREAKER-50 AMP FUSE	5.60	1

CORRECTION : MISC MAINTENANCE: 6617 DEFECTIVE CIRCUIT BREAKER. PERFORMED INSPECTION. FOUND FUSE #28 40A BLOWN. PERFORMED INSPECTION. FOUND POWER WINDOW CIRCUIT BREAKER SOON IS NOT OPEN CIRCUIT. REPLACED POWER WINDOW CIRCUIT BREAKER. --> Labor $0.00 Parts $8.05 Misc $0.00 Hours 0.00

JOB NUMBER : 2 OPERATION 00-CNEDO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*16
COMPLAINT : AIR BAG LIGHT ON (SOP)
CORRECTION : UNABLE TO DUPLICATE CUSTOMERS CONCERN AT THIS TIME: 6617 NPF AT THIS TIME. --> Labor $0.00 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 3 OPERATION 1695DO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE $19.95 W/VALVOLINE OIL AND FILTER
CORRECTION : OIL CHANGE (16.95) --> Labor $4.20 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 4 OPERATION 5W20DO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE $19.95 W/VALVOLINE OIL AND FILTER
CORRECTION : REPLACE OIL 5W20 SPECIAL WEIGHT W/XTRA CHARGE UP TO 5 QTS --> Labor $11.24 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 5 OPERATION V045DO OP. DESC.

SALE TYPE : I TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE $19.95 W/VALVOLINE OIL AND FILTER
CORRECTION : V0 4A OIL FILTER --> Labor $4.50 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 6 OPERATION WDFDO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE $19.95 W/VALVOLINE OIL AND FILTER
CORRECTION : ENVIROMENTAL WASTE DISPOSAL FEE --> Labor $2.50 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 7 OPERATION 4-300 OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*30
COMPLAINT : TIRE ROTATION COUPON...INC'S UNDERBODY CK'S..FRT BRAKE VISUAL INSPECTION...(.3) $13.95
CORRECTION : TIRE ROTATION COUPON...INC'S UNDERBODY CK'S..FRT BRAKE VISUAL INSPECTION...(.3) $13.95; 6617 ROTATED TIRES & INSPECTED BRAKES. FRT @ APPROX 80% / REAR @ APPROX. 80% PAD MATERIAL LEFT. --> Labor $13.95 Parts $0.00 Misc $0.00 Hours 0.30

R.O NO. : 199034D R.O DATE : 06/03/2005 R.O TYPE : S
MILEAGE : 6007 ADVISOR NO. : 8*56

JOB NUMBER : 1 OPERATION 08-99DO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*30
COMPLAINT : CUSTOMER REPORTS ALL POWER WINDOWS INOP.AIR BAG LIGHT ON.
CAUSE :

Part Number	Description	List	Qty
4E6300BAA	FUSE	2.45	1

CORRECTION : REPLACE FUSE --> Labor $0.00 Parts $2.45 Misc $0.10 Hours 0.00

JOB NUMBER : 2 OPERATION 70ODO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*30
COMPLAINT : CUSTOMER REPORTS ALL POWER WINDOWS INOP.AIR BAG LIGHT ON.
CORRECTION : ORDERED AIRBAG SENSOR --> Labor $0.00 Parts $0.00 Misc $0.00 Hours 0.00

R.O NO. : 191103D R.O DATE : 02/26/2005 R.O TYPE : S
MILEAGE : 3917 ADVISOR NO. : 8*29

JOB NUMBER : 1 OPERATION 21LBDO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE 21.95 W/VALVOLINE OIL AND FILTER
CORRECTION : OIL CHANGE 21.95 W/VALVOLINE OIL AND FILTER --> Labor $9.20 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 2 OPERATION SW20DO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE 21.95 W/VALVOLINE OIL AND FILTER
CORRECTION : REPLACE OIL 5W20 SPECIAL PROMPT WITH CHANGE UP TO 5 QTS
--> Labor $11.25 Parts $0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 3 OPERATION V045DO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE 21.95 W/VALVOLINE OIL AND FILTER
CORRECTION : V0 45 OIL FILTER --> Labor $4.50 Parts $0.00 Misc $0.00
Hours 0.00

JOB NUMBER : 4 OPERATION WDFDO OP. DESC.
SALE TYPE : C TECHNICIAN NO(S). 8*440
COMPLAINT : OIL CHANGE 21.95 W/VALVOLINE OIL AND FILTER
CORRECTION : ENVIROMENTAL WASTE DISPOSAL FEE --> Labor $2.50 Parts $0.00
Misc $0.00 Hours 0.00

R.O NO. : 184014D R.O DATE : 10/03/2004 R.O TYPE : S
MILEAGE : 1 ADVISOR NO. : 8*20

JOB NUMBER : 1 OPERATION 0-4MV-DO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 8*440
COMPLAINT : MEDIUM DELIVERY WASH / MTL = 15.00
CORRECTION : MEDIUM DELIVERY WASH / MTL = 15.00 --> Labor $40.00 Parts
$0.00 Misc $0.00 Hours 0.00

JOB NUMBER : 2 OPERATION 999*DO OP. DESC.
SALE TYPE : I TECHNICIAN NO(S). 99
COMPLAINT : MEDIUM DELIVERY WASH / MTL = 15.00
CORRECTION : MISC. --> Labor $0.00 Parts $0.00 Misc $15.00 Hours 0.00

EWALD'S DODGELAND OF WISCONSIN

6319 S. 108th Street • Franklin, WI 53132
Tel: 414-427-2000 • Fax: 414-427-2015
www.ewaldauto.com

Ewald Automotive Group

DODGE

FIVE STAR

SERVICE DEPT. HOURS
Monday - Friday
6:30 AM - 7:00 PM
Saturday
6:30 AM - 4:00 PM

CELL: 414-690-1683

CUSTOMER NO. 27250	ADVISOR BOB SAMPSON 8552	TAG NO. 877	INVOICE DATE 01/21/06	INVOICE NO. DOCS707891
[redacted]	LICENSE NO.	MILEAGE 13,758	COLOR INFERNO_RED	STOCK NO. D50433
GREENFIELD, WI [redacted]	YEAR / MAKE / MODEL 05/DODGE/GRAND CARAVAN/GRAND CARAVAN		DELIVERY DATE 10/07/04	DELIVERY MILES
	VEHICLE I.D. NO. 2D8GP44L15R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 01/21/06	
R [redacted]	COMMENTS E# 3.8_LITER_SMPI			MO: 13758

JOB# 1 CHARGES

LABOR

J# 1 51DOZ BODY ELECTRICAL TECH(S):8028 0.00
O/R THAT AIR BAG LITE STAYS ON
RESCHEDULED APPT

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	4275086-AB	LABEL GEN 14086100	0.00	0.00	0.00
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX DOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 51DOZ10 POWER WINDOWS TECH(S):8028 0.00
POWER WINDOWS IN-OP
RESCHEDULED APPT

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX DOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

J# 3 51DOZ05 HEADLIGHTS TECH(S):8028 0.00
HEADLAMPS INTERMITTANTLY IN-OP
RESCHEDULED APPT

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX DOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

J# 4 92DOZ RECALLS TECH(S):8028 WARRANTY
PERFORM RRT (05-005)
PERFORM RRT 05-005 REPROGRAM PCM.

JOB# 4 TOTALS

JOB# 4 JOURNAL PREFIX DOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES

LABOR

J# 5 04DOZV045 V045 FILTER TECH(S):8593 9.20
VALVOLINE OIL AND FILTER CHANGE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	V045B	OIL FILTE	4.50	4.50	4.50
	5	AC520	VAL AC520	2.25	2.25	11.25
					TOTAL - PARTS	15.75

ASE CERTIFIED AUTOMOTIVE TECHNICIAN

OUR SERVICE POLICY

COMPLETE CUSTOMER SATISFACTION OR WE WILL REDO THE WORK AT NO CHARGE, OR REFUND YOUR MONEY FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST.

Any warranties on the products sold hereby are those made by the manufacturer. The seller, EWALD AUTOMOTIVE, hereby expressly disclaims all warranties, either expressed 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. Payment Requirements: all charges are due upon pickup of vehicle.

DATE CUSTOMER NOTIFIED

CUSTOMER SIGNATURE

X

Ewald Automotive Group

THANK YOU

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

EWALD'S DODGELAND OF WISCONSIN

6319 S. 108th Street • Franklin, WI 53132
Tel: 414-427-2000 • Fax: 414-427-2015
www.ewaldauto.com

EWALD Automotive Group

DODGE

FIVE STAR

SERVICE DEPT. HOURS
Monday - Friday
6:30 AM - 7:00 PM
Saturday
6:30 AM - 4:00 PM

CELL: 414-690-1683

CUSTOMER NO. 27250	ADVISOR BOB SAMPSON 8552	TAG NO. 892	INVOICE DATE 01/25/06	INVOICE NO. DOCS707965
[redacted]	LICENSE NO.	MILEAGE 13,850	COLOR INFERNO_RED	STOCK NO. D50433
GREENFIELD, WI [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/GRAND CARAVAN		DELIVERY DATE 10/07/04	DELIVERY MILES
	VEHICLE I.D. NO. 2D8GP44L15R[redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 01/24/06	
R[redacted]	COMMENTS E# 3.8_LITER_SMPI			MO: 13850

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
11908 01/25/06 RENTAL WARRANTY
TOTAL - SUBLET 0.00

JOB# 4 TOTALS----------

JOB# 4 JOURNAL PREFIX DOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES----------

LABOR----------
J# 5+51DOZZ BODY ELECT CONCERN TECH(S):8116 WARRANTY
AIRBAG LITE STAYS ON
MOISTURE INTO LF IMPACKT SENSOR CONNECTOR AND WIRE HARNESS
PINCHED BY PCM BRACKET.
PERFORMED INSPECTION. FOUND MOISTURE INTO LF SENSOR CONNEC-
TOR.REPLACED LF AND RF IMPACKT SENSORS AND REPAIRED WIRE HAR
NESS.PERFORMED VER TEST. FOUND DTC PRESENTS.PERFORMED INSPEC
TION. FOUND WIRE HARNESS FOR LF IMPACKT SENSOR IS JAMMED BY
PCM MODULE BRACKET.REMOVED BRACKET AND REPAIRED WIRES.REIN
STALLED BRACKET AND PCM.PERFORMED VER TEST --- PASSED.

PARTS------QTY---FP-NUMBER----------	DESCRIPTION---------LIST PRICE-UNIT PRICE-	
2 5175978-AA	SENSOR IM 8037155	WARRANTY
2 5175788-AA	WIRING 2 8015002	WARRANTY
	TOTAL - PARTS	0.00

JOB# 5 TOTALS----------

JOB# 5 JOURNAL PREFIX DOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES----------

LABOR----------
J# 6+45DOZ11 SUSPENSION NOISE TECH(S):8116 WARRANTY
VEHICLE HAS CLUNKING NOISE IN FRONT END
RT OUTER TIE ROD WORN.
PERFORMED INSPECTION. FOUND RF OTRE WORN. REPLACED RF OTRE

PARTS------QTY---FP-NUMBER----------	DESCRIPTION---------LIST PRICE-UNIT PRICE-	
1 5103320-AB	TIE ROD T 19027003	WARRANTY
	TOTAL - PARTS	0.00

JOB# 6 TOTALS----------

JOB# 6 JOURNAL PREFIX DOCS JOB# 6 TOTAL 0.00

COMMENTS----------
NOTE: WHEN POWER WINDOWS STOP WORKING WE WILL NEED TO KNOW WHICH IF
ANY POWER WINDOWS WERE IN USE OR IF ANY OTHER ELECTRICAL FEATURES
WERE USED JUST PRIOR TO WINDOWS NOT WORKING.

ASE CERTIFIED AUTOMOTIVE TECHNICIAN

OUR SERVICE POLICY
COMPLETE CUSTOMER SATISFACTION OR WE WILL REDO THE WORK AT NO CHARGE, OR REFUND YOUR MONEY FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST.

Any warranties on the products sold hereby are those made by the manufacturer. The seller, EWALD AUTOMOTIVE, hereby expressly disclaims all warranties, either expressed 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. Payment Requirements: all charges are due upon pickup of vehicle.

DATE CUSTOMER NOTIFIED

CUSTOMER SIGNATURE
X

EWALD Automotive Group

THANK YOU

Motor vehicle repair trade practices are regulated by chapter

EWALD'S DODGELAND OF WISCONSIN

6319 S. 108th Street • Franklin, WI 53132
Tel: 414-427-2000 • Fax: 414-427-2015
www.ewaldauto.com

Ewald Automotive Group

DODGE

FIVE STAR

SERVICE DEPT. HOURS
Monday - Friday
6:30 AM - 7:00 PM
Saturday
6:30 AM - 4:00 PM

CELL: 414-690-1683

CUSTOMER NO. 27250	ADVISOR BOB SAMPSON 8552	TAG NO. 892	INVOICE DATE 01/25/06	INVOICE NO. DOCS707965
[redacted]	LICENSE NO.	MILEAGE 13,850	COLOR INFERNO_RED	STOCK NO. D50433
GREENFIELD, WI [redacted]	YEAR / MAKE / MODEL 05/DODGE/GRAND CARAVAN/GRAND CARAVAN		DELIVERY DATE 10/07/04	DELIVERY MILES
	VEHICLE I.D. NO. 2D8GP44L15R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 01/24/06	
[redacted]	COMMENTS E# 3.8_LITER_SMPI			

MO: 13850

JOB# 1 CHARGES----------

LABOR----------
J# 1 51D0Z BODY ELECTRICAL TECH(S):8116 WARRANTY
O/R THAT POWER WINDOWS AND LOCKS ARE IN-OP (RO OPEN)
CIRCUIT F30 OPEN.BCM-- INTERNAL
REPAIR POWER WINDOW PROBLEM: PERFORME DINSPECTION. FOUND NO
POWER TO WINDOW SWITCH.PERFORMED INSPECTION. FOUND CIRCUIT
F30(POWER SUPPLY) OPEN AND FUSE F28 40A IN PDC OPEN. REPLACE
THE FUSE. INSTALLED ADDITIONAL IN-LINE 20A FUSE FOR DIAGNOS
REPAIR POWER LOCK PROBLEM: -- PERFORMED DIAGNOSTICS.FOUD BCM
DTC'S ---SWITCH OPEN. PERFORMED TSB 08-028-05.REPROGRAM BCM.
ADDITIONAL FUSE WAS INSTALLED NEAR THE PDC IN F30 CIRCUIT)

PARTS------	QTY---	FP-NUMBER----------	DESCRIPTION---------LIST PRICE-UNIT PRICE-	WARRANTY
	1	4868008-AA	FUSE NONE 8017002	
			TOTAL - PARTS	0.00

JOB# 1 TOTALS----------

JOB# 1 JOURNAL PREFIX DOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES----------

LABOR----------
J# 2 51D0Z01 BODY ELECT CONCERN TECH(S):8116 WARRANTY
O/R THAT WHILE DRIVING INTERMITTANTLY INTERIOR LIGHTS
WILL GO ON AND OFF ON THERE OWN
HEDLAMP SWITCH MISMATCH ---- BCM DTC
PERFORMED DIAGNOSTICS.FOUND BCM DTC --- HEADLAMP SW MIS MATC
H. PERFORMED INSPECTION. REPLACE HEADLAMP SWITCH

PARTS------	QTY---	FP-NUMBER----------	DESCRIPTION---------LIST PRICE-UNIT PRICE-	WARRANTY
	1	ZL651J8-AF	SWITCH LI 8053003	
			TOTAL - PARTS	0.00

JOB# 2 TOTALS----------

JOB# 2 JOURNAL PREFIX DOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES----------

LABOR----------
J# 3 51D0Z05 HEADLIGHTS TECH(S):8116 0.00
O/R THAT RANDOMLY WHILE DRIVING HEADLAMPS WILL GO ON/OFF
ON THERE OWN TO GET ON AGAIN MUST CYCLE IGNITION
SWITCH SEVERAL TIMES TO GET BACK ON
SEE HIST FOR JOB 2

JOB# 3 TOTALS----------

JOB# 3 JOURNAL PREFIX DOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES----------

LABOR----------
[illegible] RENTAL TECH(S): 0.00

ASE Certified AUTOMOTIVE TECHNICIAN

OUR SERVICE POLICY
COMPLETE CUSTOMER SATISFACTION OR WE WILL REDO THE WORK AT NO CHARGE, OR REFUND YOUR MONEY FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST.

Any warranties on the products sold hereby are those made by the manufacturer. The seller, EWALD AUTOMOTIVE, hereby expressly disclaims all warranties, either expressed 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. Payment Requirements: all charges are due upon pickup of vehicle.

DATE CUSTOMER NOTIFIED

CUSTOMER SIGNATURE
X

Ewald Automotive Group

THANK YOU

Motor vehicle repair trade practices are regulated by chapter [illegible] administered by the Bureau

EWALD'S DODGELAND OF WISCONSIN

6319 S. 108th Street • Franklin, WI 53132
Tel: 414-427-2000 • Fax: 414-427-2015
www.ewaldauto.com

Automotive Group

DODGE

FIVE STAR

SERVICE DEPT. HOURS
Monday - Friday
6:30 AM - 7:00 PM
Saturday
6:30 AM - 4:00 PM

CELL: 414-690-1683

CUSTOMER NO. 27250	ADVISOR BOB SAMPSON 8552	TAG NO. 676		INVOICE DATE 02/23/06	INVOICE NO. DOCS709193
[redacted]		LICENSE NO.	MILEAGE 14,488	COLOR INFERNO_RED	STOCK NO. D50433
GREENFIELD, WI [redacted]	YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/GRAND CARAVAN			DELIVERY DATE 10/07/04	DELIVERY MILES
	VEHICLE I.D. NO. 2D8GP44L15R [redacted]			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 02/23/06	
[redacted]	COMMENTS E# 3.8_LITER_SMPI				MO: 14491

~~JOB# 1 CHARGES~~

LABOR

J# 1 45DOZ STEERING/SUSPENSION TECH(S):8026 WARRANTY

O/R CLUNK TYPE NOISE FRONT OF VEHICLE OVER BUMPS/TURNING
POSSIBLE LEFT FRONT OF VEHICLE.
WORN OUT SWAY BAR BUSHINGS
REPLACE SWAY BAR BUSHINGS

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	2	4743024-AD	BUSHING S 17011017			
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX DOCS JOB# 1 TOTAL 0.00

TOTALS

```
*************************************************************************
* NEXT RECOMMENDED SERVICE:                                             *
* 03/09/2006 /  15000 MI 01DOZ015        15000 MILE SERVICE            *
*************************************************************************
```

```
************************************************
*                                              *
*  [ ] CASH    [ ] CHECK   CK NO. [        ]   *
*                                              *
*  [ ] VISA    [ ] MASTERCARD    [ ] DISCOVER  *
*                                              *
*  [ ] AMER XPRESS    [ ] OTHER    [ ] CHARGE  *
*                                              *
************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

ASE CERTIFIED AUTOMOTIVE TECHNICIAN

OUR SERVICE POLICY

COMPLETE CUSTOMER SATISFACTION OR WE WILL REDO THE WORK AT NO CHARGE, OR REFUND YOUR MONEY FOR 90 DAYS OR 4000 MILES, WHICHEVER OCCURS FIRST.

Any warranties on the products sold hereby are those made by the manufacturer. The seller, EWALD AUTOMOTIVE, hereby expressly disclaims all warranties, either expressed 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. Payment Requirements: all charges are due upon pickup of vehicle.

DATE CUSTOMER NOTIFIED

CUSTOMER SIGNATURE

X

Automotive Group

THANK YOU

Motor vehicle repair trade practices are regulated by chapter

S[illegible]BERMAN'S
DODGE CITY SOUTH

4640 SOUTH 27TH ST. * MILWAUKEE, WI 53221
PHONE: (414) 281-9100

CELL: 414-690-1685

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
80155	WALTER CLARK 2806	208	04/19/06	DOCS297302

[redacted]
GREENFIELD, WI [redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		15,568	RED/	

YEAR / MAKE / MODEL: 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA
DELIVERY DATE:
DELIVERY MILES:
VEHICLE I.D. NO.: 2 D 8 G P 4 4 L 1 5 R[redacted]
SELLING DEALER NO.:
PRODUCTION DATE:
R.T.E. NO.:
P.O. NO.:
R.O. DATE: 04/18/06
[redacted]
COMMENTS:
MO: 15573

J# 1 08DOZ ELECTRICAL HOURS: TECH(S):2902 WARRANTY
CUST STATES ALL POWER WINDOWS ARE INOP. - BOTH FRONT & BOTH
VENT WINDOWS - EWALD HAS WORKED ON BUT HAS NOT BEEN ABLE TO
FIX - KEEPS BLOWING FUSES
INSPECTED AND TESTED - FOUND 20 AMP FUSE INSTALLED WHERE
25 AMP FUSE IS REQUIRED
INSTALLED 25 AMP FUSE - VERIFIED PROPER WINDOW OPERATION

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	2		ATC25	FUSE STAND 8017002		WARRANTY
JOB # 1	6		6506292-AA	RETAINER D 23043014		WARRANTY
JOB # 1	1		ATC25	FUSE STAND 8017002		WARRANTY
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 27DOZINSP FREE 21 POINT INSP HOURS: TECH(S):2902 INTERNAL
PERFORM 21 POINT INSPECTION
INSPECTED
ALL OK ATT

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

J# 3 50DOZ CHRYSLER RECALLS HOURS: TECH(S):2902 WARRANTY
PERFORM RECALL #F01 - REAR A/C & HEATER TUBES
FACTORY RECALL
PERFORMED RECALL #F01

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1		CEU1F010	LINE A/C & 24028024		WARRANTY
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

MISC	CODE	DESCRIPTION	CONTROL NO	
JOB # 2	INSP	FREE INSPECTION		INTERNAL
			TOTAL - MISC	0.00

STORAGE IS CHARGED BETWEEN $10 AND $15 PER DAY ON MOTOR VEHICLES LESS THAN 20,000 LBS. AND $25 PER DAY ON MOTOR VEHICLES OVER 20,000 LBS.

WARRANTY INFORMATION

This parts checked "Warranty" on the face side hereof are covered by a manufacturer's warranty, copies of which are available through the selling dealer. There are no other warranties applicable to the parts or services furnished in this repair. The dealer is not a party to any such manufacturer's warranty.

THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ALL PARTS NEW UNLESS SPECIFIED
CUSTOMER COPY
[CONTINUED ON NEXT PAGE] 08:47am

SCHLOSSMANN'S

DODGE CITY SOUTH

4640 SOUTH 27TH ST. * MILWAUKEE, WI 53221
PHONE: (414) 281-9100

CELL: 414-690-1685

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
80155	WALTER CLARK 2806	208	04/19/06	DOCS297302

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		15,568	RED/	

[redacted]
GREENFIELD, WI [redacted]

YEAR / MAKE / MODEL: 05/DODGE/GRAND CARAVAN/4 DOOR MINIVA
DELIVERY DATE:
DELIVERY MILES:
VEHICLE I.D. NO.: 2 D 8 G P 4 4 L 1 5 R [redacted]
SELLING DEALER NO.:
PRODUCTION DATE:
R.T.S. NO.:
P.O. NO.:
R.O. DATE: 04/18/06

[redacted]
COMMENTS:
MO: 15573

TOTALS----------

```
*************************************************
**                PAY METHOD                   **
**                                             **
**   Cash [ ]     Check [ ] Check number [   ] **
**                                             **
**   Charge[ ] Number [    ]   Credit Card [ ] **
**                                             **
*************************************************
```

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

STORAGE IS CHARGED BETWEEN $10 AND $15 PER DAY ON MOTOR VEHICLES LESS THAN 20,000 LBS. AND $25 PER DAY ON MOTOR VEHICLES OVER 20,000 LBS.

WARRANTY INFORMATION

The parts checked "Warranty" on the face side hereof are covered by a manufacturer's warranty, copies of which are available through the selling dealer. There are no other warranties applicable to the parts or service furnished in this repair. The dealer is not a party to any such manufacturer's warranty.

THE DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES 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 THESE PARTS AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

ALL PARTS NEW UNLESS SPECIFIED

CUSTOMER COPY

[END OF INVOICE] 08:47am

COURTESY VISUAL SERVICE INSPECTION

CONDITIONS NOTED AT TIME OF INSPECTION. OTHER CONDITIONS MAY EXIST WHICH DID NOT OCCUR OR APPEAR DURING INSPECTION.

WE INSPECTED THE FOLLOWING:	OK	NEEDS SERVICE	COMMENTS	ESTIMATE
Horn Operation	☑	☐		$
Wiper Operation, Washers, & Blades	☑	☐		$
Operation Of Head Lights, Turn Signals, Flashers, & Side Marker Lights	☑	☐		$
Panel Gauges & Lights	☐	☑	GAS LIGHT ON	$
Windows & Door Lock Operation	☐	☑	WINDOWS NOP	$
Parking Brake For Proper Operation	☑	☐		$
Rearview Mirrors	☑	☐		$
Operation Of Interior Lights	☑	☐		$
Check Air Conditioning Operation	☑	☐		$
Engine Drive Belt(s)	☑	☐		$
Condition Of Radiator & Heater Hoses	☑	☐		$
Condition Of All Fluids	☑	☐		$
Air Cleaner Element	☑	☐		$
Battery Posts & Cable Ends Condition	☑	☐		$
Tires	☑	☐		$
Front Brake Pads	☑	☐		$
Front Suspension Components	☑	☐		$
Steering System Components	☑	☐		$
Shock Absorbers/Struts	☑	☐		$
Rear Brake Pads/Shoes	☑	☐		$
Rear Suspension Components	☑	☐		$
Engine For Leaks	☑	☐		$
Transmission For Leaks	☑	☐		$
Differential For Leaks	☐	☐		$
Brake System For Leaks	☑	☐		$
Exhaust System	☑	☐		$

PREVENTATIVE MAINTENANCE

Service Interval Due	No ☐	Yes ☐	Which One?	$
Alignment		☐	☐	$
Rotate & Balance		☐	☐	$
Filters Needed	No ☐	Yes ☐	Which Ones? Air Filter ☐ Fuel Filter ☐ PCV ☐ Pollen/Dust ☐	$
Coolant Flush/Service		☐	☐	$
Transmission Flush/Service		☐	☐	$
Injector Service		☐	☐	$
Spark Plug Replacement		☐	☐	$
Other		☐	☐	$

SAFETY ITEMS NOTED IN RED TECHNICIAN: [illegible] ADVISOR: Willy C GRAND TOTAL $

NAME: [redacted] YEAR & MODEL: '01 [illegible] MILEAGE: 15,567

VIN: 1F[redacted] PH. #'s W[redacted] CELL:

E-MAIL ADDRESS: DATE: 4-18-06 CUSTOMER: X

Form DSC-FSC13 (4/02) Reynolds and Reynolds TO ORDER: www.reysource.com; 1-800-344-0990; fax 1-800-531-9055

CUSTOMER FINAL COPY

SCHLOSSMANN'S
DODGE CITY SOUTH

4640 SOUTH 27TH ST. * MILWAUKEE, WI 53221
PHONE: (414) 281-9100

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
27DOZ0	MOPAR LUBE PLUS	MI		26DOZ15A	LEVEL A 18/15000	MI	
27DOZFEA	FRONT END ALIGNMENT	MI		27DOZ01	FOUR TIRE ROTATION	MI	
27DOZ03	ROTATE & BALANCE 4TR	MI		27DOZ17	FOUR WHEEL ALIGNMENT	MI	
05DOZ03	BRAKE INSPECTION	MI		27DOZRWB	REPACK N/D WHEEL BRG	MI	
27DOZMIN	MINOR SERVICE	MI		27DOZINT	INTERMEDIATE SERVICE	MI	

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# 0

CALL WHEN READY ☐ YES ☐ NO

SAVE PARTS FOR CUST. ☐ YES ☐ NO

VEHICLE I.D. NO. 2D8GP44L15R[redacted]

YEAR/MAKE/MODEL 05/DODGE/GRAND CARAVAN/4 DOOR MINIV

PRODUCTION DATE | STOCK NO. | LICENSE NO. | R.O. NO. 297302

[redacted]
GREENFIELD, W[redacted]

CUSTOMER NO. 80155 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 04/18/06

COLOR RED/ | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | TAG NO. 208

TURBO | M/MO DOZZ | AIR CONO. | P.S. | TRANS | MILEAGE 15,568 | ADVISOR NO. 2806 | ADVISOR WALTER CLARK

☐ CASH ☐ CREDIT CARD ☐ CHARGE ☐ INTERNAL

[redacted]

TIME RECEIVED 07:08am | DATE TIME PROMISED 04/18/06 11:59pm | PRIORITY

APPOINTMENT ☐ Yes ☒ No

LABOR RATE

CELL: 414-690-1685

I HEREBY AUTHORIZE the above repair work to be done along with the necessary materials. You and your employees may operate above vehicle for purpose of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for the loss or damage to vehicle or articles left in case in case of fire, theft, accident or any other cause beyond your control or for any delays caused by unavailability of parts shipments by the supplier or transporter. I UNDERSTAND THAT ALL CHARGES ARE DUE UPON THE DELIVERY OF THE VEHICLE, IF CREDIT IS EXTENDED, I UNDERSTAND THAT PAYMENT IS DUE WITHIN 30 DAYS OF BILLING DATE. A 1% PER MONTH (12% PER ANNUM) LATE PAYMENT CHARGE WILL BE ASSESSED ON ANY UNPAID BALANCE UNTIL PAID IN FULL. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT. STORAGE IS CHARGED BETWEEN $10 AND $15 PER DAY ON MOTOR VEHICLES LESS THAN 20,000 LBS. AND $25 PER DAY ON MOTOR VEHICLES OVER 20,000 LBS.

X

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL

X

1 W 08DOZ **ELECTRICAL**
CUST STATES ALL POWER WINDOWS ARE INOP. - BOTH FRONT & BOTH VENT WINDOWS - EWALD HAS WORKED ON BUT HAS NOT BEEN ABLE TO FIX - KEEPS BLOWING FUSES

2 I 27DOZINSP **FREE 21 POINT INSP**
PERFORM 21 POINT INSPECTION

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs.
2. Please proceed with repairs, but call me before continuing if the price will exceed $
3. I DO NOT WANT AN ESTIMATE.

Do you want the replaced parts you are entitled to? ☐ YES ☐ NO

[redacted]

ADDITIONAL WORK AUTHORIZED BY: NAME

DATE | TIME A.M. P.M. | NO. CALLED | NEW TOTAL EST.

"Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911."

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X CUSTOMER SIGNATURE

NOTICE: CUSTOMER IS ENTITLED TO INSPECT OR RECEIVE ANY COMPONENTS, PARTS OR ACCESSORIES REPLACED OR REMOVED BY THE SHOP

297302

Repaids and Repaids EPALZNKGE CC60045 0 (14X0)

CUSTOMER COPY

CONSUMER[SM]
LEGAL
SERVICES
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
CRAIG E. VANCE

www.lemonauto.com

13000 W. BLUEMOUND • SUITE 305
ELM GROVE, WI 53122
(262) 780-0331
FAX: (262) 780-0332
E-MAIL: cls@lemonauto.com

June 1, 2006

Daimler Chrysler Corporation
CT Corporation Systems
8025 Excelsior Drive, Suite 200
Madison, WI 53717

RE: 2005 Dodge Caravan VIN #2D8GP44L15R[redacted]

Dear Sir or Madam:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Dodgeland of Wisconsin, Inc. on or about November 12, 2004. Mr.[redacted] pursuant to the Wisconsin Uniform Commercial Code which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2005 Dodge Caravan, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle and payment to him of all monies expended putting him back in the position he was prior to the contract.

Mr[redacted] intends to hold Daimler Chrysler Corporation and Dodgeland of Wisconsin, Inc. liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: 15 USC 2310(d)(2).

Since the date Mr.[redacted] took delivery, the vehicle has been in for repairs on at least four (4) different occasions.

All further communication with Mr.[redacted] should be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES

Craig E. Vance

CEV/jmp

EXHIBIT C

CONSUMER[SM]
LEGAL
SERVICES
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
CRAIG E. VANCE

13000 W. BLUEMOUND • SUITE 305
ELM GROVE, WI 53122
(262) 780-0331
FAX: (262) 780-0332
E-MAIL: cls@lemonauto.com

www.lemonauto.com

June 1, 2006

Dodgeland of Wisconsin, Inc.
Registered Agent:
Craig A. Ewald
2201 N. Mayfair Road
Milwaukee, WI 53226

RE: 2005 Dodge Caravan VIN #2D8GP44L15R[redacted]

Dear Sir or Madam:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Dodgeland of Wisconsin, Inc. on or about November 12, 2004. Mr[redacted], pursuant to the Wisconsin Uniform Commercial Code which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2005 Dodge Caravan, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle and payment to them of all monies expended putting them back in the position they were prior to the contract.

Mr. [redacted] intends to hold Daimler Chrysler Corporation and Dodgeland of Wisconsin, Inc. liable for all other foreseeable damages due to the nonconforming vehicle, including actual attorneys' fees incurred with enforcing his rights pursuant to the following: 15 USC 2310(d)(2).

Since the date Mr. [redacted] took delivery, the vehicle has been in for repairs on at least four (4) different occasions.

All further communications with Mr. [redacted] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES

Craig E. Vance

CEV/jmp

Motor Vehicle Lemon Law Notice

Demand for relief under s. 218.0171, Wisconsin Statutes

Print & complete, or click on first line. Tab to next field. Enter only as much text as will fit on a line.

Pursuant to the Wisconsin Lemon Law, I am notifying DaimlerChrysler of the following:
manufacturer
(check one)

- [x] My vehicle has been made available for repair at least 4 times for the same defect during its first year of warranty.
- [ ] My vehicle has been out of service at least 30 days because of one or more defects during its first year of warranty.

Vehicle make Dodge Model Grand Caravan Year 2005 VIN (17 digits) 2D8GP44L5 R[redacted]

Name and city/state of selling or leasing dealer or leasing company Dodgeland of Wisconsin, Franklin, WI

Date of vehicle delivery 10/7/04 Today's date 4/26/06

Name of financial institution that financed/leased vehicle Chrysler Financial Loan account #[redacted]

By providing this information, I authorize the manufacturer to contact this financial institution for financing information needed to calculate a refund. Authorization expires 35 days after the date of this form.

→ See back for vehicle defect and repair information ←

My vehicle has a defect(s) that substantially impairs its use, value or safety. I demand that the manufacturer give me *one* of the following within 30 days:
(check one)

- [ ] A comparable new vehicle in accordance with the Lemon Law, plus collateral costs
- [x] A refund calculated in accordance with the Lemon Law, plus collateral costs

Description of collateral costs I have incurred in connection with vehicle repairs. (Examples include alternative transportation, towing costs.)_____

Description of non-removable options that have been added to my vehicle after the sale, but not included in the vehicle purchase price. (Examples include sunroof, rustproofing, roof rack, pinstriping, etc.)_____

Description of missing equipment or serious unrepaired vehicle damage. *(Do not include normal wear and tear such as minor dents, scratches, pitted glass, soiled carpets, minor stains or tears.)*_____

I offer to return my vehicle and transfer title after the manufacturer meets my demand for Lemon Law relief.

Owner name [redacted] Co-owner (if any)_____

Address [redacted] Greenfield WI [redacted]

Home phone (optional)_____ Work phone ([redacted]

Fax (optional)_____ Owner signatu[redacted]

EXHIBIT D

CONSUMER℠
LEGAL
SERVICES
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
CRAIG E. VANCE

www.lemonauto.com

13000 W. BLUEMOUND • SUITE 305
ELM GROVE, WI 53122
(262) 780-0331
FAX: (262) 780-0332
E-MAIL: cls@lemonauto.com

FACSIMILE TRANSMISSION

[redacted]

Date: 06/28/06

Addressee's Facsimile Number

To: Attorney Celia Banks Washington
Clark Hill PLC
500 Woodward, Suite 3500
Detroit, MI 48226

NUMBER OF PAGES: 17 (including cover sheet)

SUBJECT: **Re: [redacted] *v. Daimler Chrysler Corporation, et al***
Case No.: 06 CV 5228

By: Craig E. Vance

Please confirm receipt of this transmission by _____ Phone _____ Mail.

This fax was transmitted on 06/28/06 by Jill M. Plumitis.

CONSUMER[SM]
LEGAL
SERVICES
ATTORNEYS AND COUNSELORS

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
MARK P. ROMANO
CRAIG E. VANCE

www.lemonauto.com

13000 W. BLUEMOUND • SUITE 305
ELM GROVE, WI 53122
(262) 780-0331
FAX: (262) 780-0332
E-MAIL: cls@lemonauto.com

June 28, 2006

Attorney Celia Banks Washington
Clark Hill PLC
500 Woodward, Suite 3500
Detroit, MI 48226

RE: [redacted] v. Daimler Chrysler Corporation, et al.
Case No. 06 CV 5228

Dear Attorney Washington:

Enclosed please find the documents you have requested in your June 21, 2006 letter, to proceed with my client's claim. The latest odometer reading on my client's vehicle is 18,100 miles.

Please feel free to contact me with any questions or concerns you may have.

Very Truly Yours,

CONSUMER LEGAL SERVICES

Craig E. Vance /jmp

Craig E. Vance
CEV/jmp
Enclosure

WISCONSIN CERTIFICATE OF TITLE FOR A VEHICLE
DEPARTMENT OF TRANSPORTATION

VEHICLE IDENTIFICATION NUMBER: 2D8GP44L15R[redacted] | YEAR: 2005 | MAKE: DODGE | BODY STYLE: TRUK | VEHICLE TYPE | FLEET NUMBER | AUT 392GSN

TITLE NUMBER: [redacted] | DATE TITLE ISSUED: 10/14/2004

ODOMETER: 9 DISCLOSED AS ACTUAL | ODOMETER DATE: 10/07/2004

REGISTERED OWNERS

[redacted]

GREENFIELD WI [redacted]

The person, firm or corporation named on this Title has been duly registered as the lawful owner of the vehicle described, subject to any Security Interest (liens) shown. The order in which the Security Interests appear on this Title does not necessarily represent their priority.

SECURED PARTY

DCFS TRUST HORSHAM PA

CONTROL NUMBER [redacted]

DIVISION OF MOTOR VEHICLES

Important - Buyer and Seller must complete the section below at time of sale

TITLE ASSIGNMENT AND MILEAGE, SELLING PRICE AND BRAND DISCLOSURE BY REGISTERED OWNER(S) SHOWN ABOVE

Federal and State law requires that SELLER state the mileage and provide written vehicle disclosure information in connection with transfer of ownership. Failure to complete a mileage statement, disclose required information, or providing a false statement may result in fines and/or imprisonment and may make you liable for damages to the transferee (buyer).

SELLER Print Person(s) Name signing as Seller

Print Seller Address, City, State, Zip if different than shown above

ODOMETER NOW READS (No Tenths): [| | | | |] and to the best of my knowledge is actual mileage of this vehicle unless one of the following statements is checked.

☐ The odometer reading reflects the amount of mileage in excess of its mechanical limit.

☐ The odometer reading is NOT actual mileage. WARNING ODOMETER DISCREPANCY

I, the seller, certify that to the best of my knowledge the information contained on this document is true and correct and that I have entered the vehicle odometer reading, brand disclosure, and selling price known in compliance with federal and state law as referenced above. For value received, I hereby sell, assign or transfer the vehicle described on this document and warrant title to Purchaser as shown.

Signature of Seller(s). See "REGISTERED OWNERS" above. If joint ownership with "or", only one seller's signature required; with "and", all seller's signatures required.

BRAND DISCLOSURE (will be printed on future titles) Check all that apply:

☐ Flood damaged vehicle ☐ Previous police vehicle

☐ Previous taxicab ☐ Salvage vehicle

SELLING PRICE (Seller enter): $ [| | | , | | | | |]

X _____ Date

X _____

BUYER (Purchaser) Print Name(s)

If Buyer is a business, Print Name of authorized person signing as Purchaser

Print Buyer Address, City, State, Zip

Signature of Purchaser(s) Date

X _____

X _____

If registered owner is a dealer and first assignment is through auction or salvage pool, complete the following.

Print Consigning Auction Dealer Name or Consigning Salvage Pool Name | Auction or Salvage Pool Dealer No. | Sale Date

The Wisconsin Department of Transportation will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in recording by the Department. The department makes no warranties, express or implied, about the vehicle or operating condition and any statements about vehicle inspections are only administrative.

PURCHASER - Attach form MV1 (Wisconsin Application for Title) to this document and mail or deliver immediately to the Wisconsin Department of Transportation. Form MV1 is available at Wisconsin DMV Service Centers and police stations.

MAIL ADDRESS - Wisconsin Dept. of Transportation, P.O. Box 7849, Madison, WI 53707-7849

MV2289 7/2002 (5) TOS Ch. 342 Wis. Stats.

QUESTIONS - Contact nearest Motor Vehicle Service Center or call (608) 266-1466

KEEP IN A SAFE PLACE. ANY ALTERATION OR ERASURE VOIDS THIS TITLE. KEEP IN A SAFE PLACE

Seller must give to purchaser at time of sale

1171020 WL

CT CORPORATION
A WoltersKluwer Company

Servi of Process Transmittal
07/25/2006
Log Number 511339835

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
ADR WARRANTY
AUG 0 2 2006

RE: **Process Served in Minnesota**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [redacted] vs. DaimlerChrysler Corporation, etc., Dft.

DOCUMENT(S) SERVED: Summons, Complaint, Acknowledgment, Interrogatories, Request for Production of Documents/Statements

COURT/AGENCY: Tenth Judicial District Court, Anoka County, Minnesota, MN
Case # None Specified

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - Failure to Correct and/or Repair Defects of 2005 Dodge Caravan VIN 1D4GP25B45B[redacted]

ON WHOM PROCESS WAS SERVED: C T Corporation System Inc., Minneapolis, MN

DATE AND HOUR OF SERVICE: By Process Server on 07/25/2006 at 12:15

APPEARANCE OR ANSWER DUE: Within 20 Days after Service 8/14

ATTORNEY(S) / SENDER(S): Todd E. Gadtke
Hauer, Fargione, Love Landy & McEllistrem, P.A.
5901 South Cedar Lake Road
Minneapolis, MN, 55416
952-544-5501

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 790502372229
Email Notification, Richard D Houtman sprocess@dcx.com

SIGNED: C T Corporation System Inc.
PER: MaryCatherine Pavon
ADDRESS: 401 Second Avenue, South
Minneapolis, MN, 55401
TELEPHONE: 612-333-4315

OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION
2006 JUL 27 PM 1:02
BY SA HAB/REG. AGENT
SEC. OF STATE/PROCESS SERVER

RECEIVED
JUL 2 8 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

STATE OF MINNESOTA

COUNTY OF ANOKA

DISTRICT COURT

TENTH JUDICIAL DISTRICT
Case Type - Contract

Jeffrey McCorison,

Plaintiff,

vs.

DaimlerChrysler Corporation,
a Delaware corporation licensed
to transact business in the
State of Minnesota,

Defendant.

SUMMONS

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY summoned and required to Answer this the Complaint of the Plaintiff in the above-entitled action, which Complaint is hereto annexed and herewith served upon you, and to serve a copy of your Answer to the said Complaint on attorneys for the Plaintiff at their offices, 5901 South Cedar Lake Road, Minneapolis, Minnesota 55416, County of Hennepin, within twenty (20) days after service of this Summons upon you, exclusive of the day of such service, and if you fail to do so within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

Dated: 7/25/06

HAUER, FARGIONE, LOVE
LANDY & MCELLISTREM, P.A.

Todd E. Gadtke
5901 South Cedar Lake Road
Minneapolis, MN 55416
(952) 544-5501
Atty. Reg. No. 0276704

ATTORNEY FOR PLAINTIFF

STATE OF MINNESOTA

COUNTY OF ANOKA

DISTRICT COURT

TENTH JUDICIAL DISTRICT
Case Type - Contract

Jeffrey McCorison,

Plaintiff,

vs.

COMPLAINT

DaimlerChrysler Corporation,
a Delaware corporation licensed
to transact business in the
State of Minnesota,

Defendant.

Plaintiff, Jeffrey McCorison ("Plaintiff"), as and for his cause of action against Defendant alleges as follows:

I.

At all times relevant herein, Plaintiff has resided at 5371 - 148th Lane NW, in the City of Ramsey, County of Anoka, State of Minnesota.

II.

Defendant is a corporation qualified to transact business in the State of Minnesota. Defendant continually and systematically transacts business in the State of Minnesota by selling motor vehicles to its authorized dealers in the State of Minnesota, County of Anoka, which ultimately are sold by such authorized dealers to Minnesota consumers.

III.

On March 18, 2005, Plaintiff purchased a 2005 Dodge Caravan from Defendant's authorized dealer. Said vehicle was manufactured by Defendant. The vehicle identification number for said vehicle is 1D4GP25B45B251327.

IV.

Plaintiff took delivery of the subject vehicle on March 18, 2005.

V.

Plaintiff purchased with said vehicle a manufacturer's express new vehicle warranty.

VI.

The warranty purchased by Plaintiff is a "manufacturer's express warranty" and "warranty" as those terms are defined by Minn. Stat. § 325F.665 (Minnesota "Lemon Law") and 15 U.S.C. § 2301 et seq. ("Magnuson-Moss Warranty Act").

VII.

Since taking delivery of his new motor vehicle, Plaintiff experienced numerous warranted problems with his vehicle which substantially impair the vehicle's use and value to him. Said defects include, but are not necessarily limited to, air bag light on intermittently, squealing noise from engine, and electrical problems. Said defects continue, and problems/defects continue to develop.

COUNT I AGAINST DEFENDANT
VIOLATION OF MINN. STAT. § 336.2-607 (UCC BREACH OF WARRANTY) & COMMON LAW BREACH OF WARRANTY

VIII.

Plaintiff realleges Paragraphs I through VII as though fully set forth herein.

IX.

Plaintiff has notified Defendant of its failure to remedy numerous defects in the subject vehicle within a reasonable time after discovering them.

X.

Defendant's express and implied warranties required it to remedy the defects in the subject vehicle, but Defendant failed to do so. Defendant has, therefore, breached its warranties to Plaintiff.

XI.

Defendant's breach of warranty has directly and proximately caused Plaintiff's damages.

XII.

Defendant has thereby violated Minn. Stat. § 336.2-607. Plaintiff is therefore entitled to recover his actual damages, together with all incidental and consequential damages including, but not limited to, loss of use damages from Defendant.

COUNT II AGAINST DEFENDANT
VIOLATION OF MINN. STAT. § 325G.19 (EXPRESS WARRANTIES)

XIII.

Plaintiff realleges Paragraphs I through XII as though fully set forth herein.

XIV.

Defendant was the maker of an express warranty.

XV.

Defendant has breached, and otherwise failed to honor, the terms of its express warranty by failing and/or refusing to remedy defects in the subject vehicle.

XVI.

Pursuant to Minn. Stat. § 325G.20, Defendant has thereby violated Minn. Stat. § 325F.69 (Prevention of Consumer Fraud Act) entitling Plaintiff to damages in an amount to be determined at trial, plus legal fees and litigation costs.

COUNT III - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 2.

XVII.

Plaintiff reallege Paragraphs I through XVI as though fully stated herein.

XVIII.

Plaintiff is a "consumer" as that term is defined under the Lemon Law. Defendant is a "manufacturer" as that term is defined in the Lemon Law.

XIX.

Plaintiff reported the vehicle non-conformities outlined above to Defendant and/or its authorized dealers during the term of the applicable express warranty and during the two years following the date of original delivery of the new motor vehicle to Plaintiff.

XX.

Defendant failed to make the repairs necessary to conform Plaintiff's vehicle to the applicable express warranty.

XXI.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 2 and, therefore, Plaintiff is entitled to be compensated in an amount to be determined at trial, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

COUNT IV - AGAINST DEFENDANT
VIOLATION OF MINN. STAT. §325F.665, SUBD. 3.

XXII.

Plaintiff realleges Paragraphs I through XXI as though fully set forth herein.

XXIII.

Defendant is unable to conform Plaintiff's new motor vehicle to the applicable express warranty by repairing or correcting the defects in Plaintiff's motor vehicle.

XXIV.

The defects in Plaintiff's motor vehicle substantially impair the use and/or market value of the motor vehicle to Plaintiff.

XXV.

Defendant has made a reasonable number of attempts to repair Plaintiff's vehicle, and the substantially impairing defects continue and defects continue to develop.

XXVI.

Defendant has therefore violated Minn. Stat. §325F.665, subd. 3, thereby entitling Plaintiff to a full refund, plus reasonable attorney's fees and litigation costs incurred in bringing this action as set forth under the Lemon Law.

COUNT V - AGAINST DEFENDANT
VIOLATION OF 15 U.S.C. SECTION 2301 *ET SEQ.*
(MAGNUSON-MOSS WARRANTY ACT)

XXVII.

Plaintiff realleges Paragraphs I through XXVI as though fully set forth herein.

XXVIII.

Plaintiff's motor vehicle is a "consumer product" as that term is defined by the Magnuson-Moss Warranty Act.

XXIX.

Plaintiff is a "consumer" as that term is defined by the Magnuson-Moss Warranty Act.

XXX.

Defendant is a "warrantor" as that term is defined by the Magnuson-Moss Warranty Act.

XXXI.

As set forth above, Defendant has failed to conform Plaintiff's motor vehicle to its written/express warranty.

XXXII.

Defendant has therefore violated the Magnuson-Moss Warranty Act, thereby entitling Plaintiff to a vehicle replacement or refund at his choice, plus reasonable attorney's fees, litigation costs and loss of use damages as set forth in the Magnuson-Moss Warranty Act.

COUNT VI AGAINST DEFENDANT
VIOLATION OF MINN. STAT. § 336.2-608 (REVOCATION OF ACCEPTANCE)

XXXIII.

Plaintiff realleges Paragraphs I through XXXII as though fully set forth herein.

XXXIV.

The subject vehicle does not conform to Defendant's express and implied warranties and is currently defective, notwithstanding more than six attempts to repair it within the 16 months after its delivery to Plaintiff. The continuing nonconformities and/or defects substantially impair the value of the goods to Plaintiff.

XXXV.

Plaintiff accepted delivery of the subject vehicle based on the warranties and representations of Defendant and its authorized dealership that the vehicle problems were repaired and/or ultimately would be repaired. To date, the vehicle remains defective. Plaintiff accepted the return of the subject vehicle following each subsequent repair attempt by Defendant and/or its authorized dealerships based upon the representations and warranties of Defendant and/or its authorized dealerships and upon Plaintiff's reasonable assumption that the problems were repaired. Many of the problems identified herein continue and were not, therefore, seasonably cured.

XXXVI.

As early as July 20, 2006, Plaintiff notified Defendant that he was revoking acceptance of the subject vehicle. Plaintiff thereby revoked acceptance within a reasonable time after discovering the defects in the subject vehicle and before any change in the condition of the subject vehicle, except for those changes caused by its own defects. Plaintiff has taken reasonable care of the vehicle since owing it.

XXXVII.

Plaintiff has, therefore, revoked acceptance of the subject vehicle pursuant to Minn. Stat. § 336.2-608 and is entitled to recover his full purchase price plus all incidental and consequential damages including, but not limited to, loss of use damages, from Defendant.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant for damages, attorney fees and litigation costs in a reasonable amount cumulatively in excess of $50,000 and to

be specifically proven at the time of trial, together with his pre-judgment and post-judgment interest and all other costs the Court deems just.

Dated: 7/25/16

HAUER, FARGIONE, LOVE,
LANDY & McELLISTREM P.A.

By _____

Todd E. Gadtke, I.D. #276704
Attorneys for Plaintiff
5901 South Cedar Lake Road
Minneapolis, MN 55416
(952) 544-5501

ACKNOWLEDGMENT

Plaintiff assert these claims in good faith, and acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded to the opposing party as provided by Minnesota Statutes §549.211, subd. 2 (1994).

HAUER, FARGIONE, LOVE,
LANDY & McELLISTREM P.A.

Dated: 7/25/06

By _____
Todd E. Gadtke, I.D. #276704
Attorneys for Plaintiff
5901 South Cedar Lake Road
Minneapolis, MN 55416
(952) 544-5501

David J. Chernosky
dchernosky@kahnandassociates.com
Identification No. 92741
Kahn and Associates, L.L.C.
55 Public Square, Ste. 650
Cleveland, Ohio 44113
Ph: 216-621-6101

ATTORNEY FOR PLAINTIFF

KEVIN MCHENRY 224 Nicole Way Sinking Spring, PA 19608 and EILEEN MCHENRY 224 Nicole Way Sinking Spring, PA 19608 Plaintiffs, v. DAIMLERCHRYSLER CORPORATION Attn: Legal Dept. 1000 Chrysler Drive Auburn Hills, MI 48326-2766 Defendant.	)	CIVIL DIVISION-AR NO: TERM:

COMPLAINT

Now come Plaintiffs, Kevin McHenry and Eileen McHenry, by and through undersigned counsel and state as follows:

BACKGROUND

1. Plaintiffs, Kevin McHenry and Eileen McHenry (hereinafter collectively referred to as "Plaintiff"), are adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 224 Nicole Way, Sinking Spring, PA 19608.

2. Defendant, DaimlerChrysler Corporation, is a business corporation qualified to do and regularly conducting business in the Commonwealth of Pennsylvania, with its principal place of business located in Michigan and can be served at its principal place of business located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766.

3. On or about August 13, 2004, Plaintiff purchased a 2005 Chrysler Town & Country, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2C4GP54L45R217172 (hereinafter the "vehicle").

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in Pennsylvania.

5. The price of the vehicle and/or the total of payments is approximately $31,964.00.

6. The vehicle's nonconformities have been reported to the Defendant and/or its authorized dealer(s) on the following dates, among others: November 5, 2004, December 1, 2004, March 3, 2005, March 7, 2005 and June 1, 2005,

7. The vehicle nonconformities include, but are not limited to the following: Tires; Engine; Doors; Noises; Electrical System; Transmission and Electrical System/Headlights.

8. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.

9. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items, which are not readily available and are within the possession of the Defendant.

10. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
PENNSYLVANIA LEMON LAW

11. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

12. 73 P.S. §1951 et. seq. is commonly known as, and will hereinafter be referred to as, the "Automobile Lemon Law" or "Lemon Law."

13. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

14. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

15. Defendant provided a "Warranty" as defined by 73 P.S. §1952.

16. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Dealer[(s)]" or "Motor Vehicle Dealer[(s)]" as that term is defined by 73 P.S. §1952.

17. Plaintiff reported one or more "nonconformities," as defined by 73 P.S. §1951 et seq. to the manufacturer, through its authorized dealer, that occurred within one year or twelve thousand (12,000) miles of the date of delivery, whichever came first.

18. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

19. Plaintiff may satisfy one or more of the presumptions in 73 P.S. §1956.

20. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 73 P.S. §1959 and rules promulgated thereunder.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price or lease price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

21. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

22. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

23. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).

24. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).

25. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6) and/or a "Service Contract" as defined by 15 USC 2301(8).

26. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

27. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (e).

28. Section 15 U.S.C. §2310 (d) (1) provides:

> Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....

29. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties, Plaintiff has and continues to suffer damages.

30. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.

31. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT III
PENNSYLVANIA UNIFORM COMMERCIAL CODE

32. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth asif fully rewritten herein.

33. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

a. Express Warranty

b. Implied Warranty of Merchantability; and

c. Implied Warranty of Fitness for a Particular Purpose.

39. 73 P.S. §§201-1 et seq. is commonly known as, and will hereinafter be referred to as, the "Unfair Trade Practices and Consumer Protection Law" or "UTPCPL."

40. Plaintiff(s) is a "Person," as defined by 73 P.S. §201-2.

41. Defendant(s) is a "Person," as defined by 73 P.S. §201-2.

42. Plaintiff purchased the vehicle primarily for personal, family and/or household purposes pursuant to 73 P.S. §201-9.2(a).

43. 73 P.S. § 1961 of the Lemon Law provides that a violation of its provisions shall automatically constitute a violation of the UTPCPL, 73 P.S. 201-1 et seq.

44. Defendant also committed various unfair, deceptive and unconscionable acts and practices in violation of 73 P.S. §201-2(4).

Said acts and practices include, but are not limited to, the following:

45. Defendant represented that the vehicle had sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that it did not have.

46. Defendant misrepresented that the vehicle was of a particular standard, quality or grade, style and/or model.

47. Defendant failed to comply with the terms of the written warranty given to the buyer at, prior to or after the Plaintiff(s) purchased/leased the vehicle.

48. Defendant made repairs, improvements or replacements to the vehicle of a nature or quality inferior to or below the standard of that agreed to in writing.

49. Defendant may have engaged in other fraudulent or deceptive conduct which created the likelihood of confusion or misunderstanding.

VERIFICATION

David J. Chernosky, states that he is the attorney for the Plaintiff herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

KAHN & ASSOCIATES, L.L.C

DAVID J. CHERNOSKY (92741)
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
TUSCARAWAS COUNTY, OHIO

HENRY MILLER 204 South Butler St Baltic, Ohio 43804 Plaintiff, vs. DAIMLERCHRYSLER CORPORATION c/o CT Corporation Systems 1300 East 9th Street Cleveland, Ohio 44114 Defendant.	)	No. 2007 CV 09 0686 ELIZABETH L. THOMAKOS, JUDGE JURY DEMAND ENDORSED HEREON

COMPLAINT

NOW COMES Plaintiff, HENRY MILLER, by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, DAIMLERCHRYSLER CORPORATION, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, HENRY MILLER ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Ohio.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and 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 Village Motors, Inc. ("Seller"). Manufacturer does business in all counties of the State of Ohio including Tuscarawas County.

BACKGROUND

3. On or about March 26, 2006, Plaintiff purchased from Seller, a 2005 Chrysler Town & Country ("Town & Country"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 2C4GP54L25R328156, as reflected in the document attached hereto as Exhibit 1.

4. The price of the Town & Country, including certain collateral charges, such as registration charges, document fees, and sales tax, including finance charges, totaled more than $32,723.37

5. Plaintiff avers that as a result of ineffective repair attempts made by Manufacturer the Town & Country cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the Town & Country, Manufacturer issued and supplied to Plaintiff 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.

7. On or about March 26, 2006, Plaintiff took possession of the Town & Country and, shortly thereafter, experienced the various defects listed below that substantially impair the use, value and/or safety of the Town & Country.

8. The defects described below violate the written warranty issued to Plaintiff by Manufacturer.

9. Plaintiff has delivered the Town & Country to Manufacturer's authorized servicing dealerships on numerous occasions.

10. Plaintiff has brought the Town & Country to Seller and/or an authorized servicing dealership of Manufacturer for attempted repairs to various defects, including but not limited to:

a. Defective electrical system as evidenced by the headlights flickering and going out intermittently;

b. Defective HVAC system as evidenced by recall work completed on the system;

c. Defective electrical system as evidenced by the rear hatch being inoperable;

d. Defective electrical system as evidenced by the sliding door failing to operate completely;

e. Defective HVAC system as evidenced by the air conditioner leaking onto the passenger floorboards and the rear hatch;

f. Defective HVAC system as evidenced by the air conditioner failing to operate; and

g. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

11. Plaintiff has provided Manufacturer sufficient opportunity to repair and/or replace the Town & Country pursuant to its written warranties.

12. After a reasonable number of attempts to cure the defects in Plaintiff's Town & Country, Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the defects as provided in Manufacturer's written warranty.

13. Plaintiff has justifiably lost confidence in the Town & Country's safety and reliability, and said defects have substantially impaired the use, value and/or safety of the Town & Country to Plaintiff.

14. Said defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the Town & Country.

15. As a result of these defects, Plaintiff revoked his acceptance of the Town & Country in writing on May 16, 2007. A copy of the revocation of acceptance letter is attached and labeled as Plaintiff's Exhibit 2.

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

17. Manufacturer has refused Plaintiff's revocation of acceptance and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

18. The Town & Country remains in a defective and unmerchantable condition, and continues to exhibit some or all of the above mentioned defects that substantially impair its use, value and/or safety.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Town & Country.

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

20. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

21. Plaintiff is a purchaser of a consumer product who received the Town & Country during the duration of a written warranty period applicable to the Town & Country and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer is a "person" engaged in the business of making a consumer product directly available to Plaintiff.

23. Seller is an authorized dealership and agent of Manufacturer designated to perform repairs on vehicles pursuant to Manufacturer's written warranty.

24. Plaintiff's purchase of the Town & Country was accompanied by a written warranty covering defects in material or workmanship, an undertaking in writing to refund, repair, replace, or take other remedial action free of charge to Plaintiff with respect to the Town & Country in the event that the Town & Country failed to meet the specifications set forth in Manufacturer's written warranty.

25. Said warranty were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Town & Country to Plaintiff.

26. Said purchase of Plaintiff's Town & Country was induced by and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

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

WHEREFORE, Plaintiff, HENRY MILLER, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Town & Country, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

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

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

30. The Town & Country purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7), running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

33. Plaintiff's Town & Country was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Town & Country was intended.

34. The above-described defects present in the Town & Country render the Town & Country unmerchantable and thereby not fit for the ordinary purpose for which the Town & Country was intended and as represented by Manufacturer.

35. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Town & Country.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff, HENRY MILLER, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Town & Country, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;

b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and

c. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues in this action, except for any issues relating to:

1. The amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail in this action; and

2. The amounts to be paid to Plaintiff and to the lender who financed the purchase of the subject vehicle, pursuant to Ohio Rev. Code § 1345.72, should Plaintiff prevail under the Ohio Motor Vehicles with Warranty Nonconformities Act.

Respectfully Submitted,

By: _____
Peter Cozmyk
One of Plaintiff's Attorneys

Peter Cozmyk
Ohio Registration No. 0078862

Krohn & Moss, Ltd.
3 Summit Park Drive
Suite 100
Independence, Ohio 44131
phone: (216) 901-0609
fax: (866) 425-3459
e-mail: pcozmyk@consumerlawcenter.com

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY
PENNSYLVANIA

COVER SHEET

Prothonotary

Plaintiff(s)

JULIE PATTERSON (NEE LIBERONI)
1355 MAIN STREET
LATROBE, PA 15650

Vs

Defendant(s)

CHRYSLER GROUP LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn Hills, MI 48326-2766

Case Number :

Type of pleading :

Complaint

Code and Classification : 010

Filed on behalf of

JULIE PATTERSON (NEE LIBERONI)
1355 MAIN STREET
LATROBE, PA 15650

[x] Counsel of Record

[ ] Individual, If Pro Se

Name, Address and Telephone Number :
David J. Gorberg, Esquire
David J. Gorberg & Associates
2325 Grant Building
330 Grant Street
Pittsburgh, PA 15219
412-894-9970

Attorney's State ID : 53084

Attorney's Firm ID :

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

ARBITRATION DOCKET

JULIE PATTERSON (NEE LIBERONI)
1355 MAIN STREET
LATROBE, PA 15650

NO. _____ - _____ - _____

VS.

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

CHRYSLER GROUP LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn Hills, MI 48326-2766

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money, property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG**
Identification No. 53084
2325 Grant Building
330 Grant Street
Pittsburgh, PA 15219
(412) 894-9970

Attorney for Plaintiff

JULIE PATTERSON (NEE LIBERONI) 1355 MAIN STREET LATROBE, PA 15650	: COURT OF COMMON PLEAS : : ALLEGHENY COUNTY
vs.	
CHRYSLER GROUP LLC 1000 Chrysler Drive CIMS 485-13-32 Auburn Hills, MI 48326-2766	

COMPLAINT

1. Plaintiff, Julie Patterson is an adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 1355 main Street, Latrobe, PA 15650.

2. Defendant, Chrysler Group LLC, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at 1000 Chrysler Drive, CIMS 485-13-32, Auburn Hills, MI 48326.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about April 14, 2007, Plaintiff purchased a used 2005 Chrysler Town & Country (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 2C4GP54L05R355288. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $28,752.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about April 14, 2007, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, a defective electrical system and/or engine. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

20. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

21. Plaintiff uses the subject product for personal, family and household purposes.

22. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

23. Defendant failed to make effective repairs.

24. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)

(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

25. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

26. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in her favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
UNIFORM COMMERCIAL CODE

27. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

28. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

29. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

30. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

31. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

32. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

33. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in her favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY:_____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X Julie Patterson

Julie Patterson

Date: 7/7/09

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

LONZA E. K. PERKINS,	)	
	)	**6 PERSON JURY TRIAL DEMANDED**
Plaintiff,	)	
	)	
vs.	)	Case No. 06M1-202278
	)	
DAIMLERCHRYSLER CORPORATION and DEMPSEY DODGE-CHRYSLER-, JEEP II d/b/a DEMPSEY DODGE	)	Amount Claimed: up to $15,000.00
	)	
Defendants.	)	Return Date: 2-5-07

SIX JURORS JURY

COMPLAINT AT LAW

NOW COMES the Plaintiff, Lonza E. K. Perkins, by and through his attorneys, Consumer Legal Services, P.C., and for Plaintiff's Complaint against Defendants, DaimlerChrysler Corporation and Dempsey Dodge-Chrysler-Jeep II d/b/a Dempsey Dodge, alleges and affirmatively states as follows:

FILED-50
06 DEC 28 AM 8:49
DOROTHY BROWN CLERK
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT

PARTIES

1. Plaintiff, Lonza E. K. Perkins, ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Illinois.

2. Defendant, DaimlerChrysler Corporation ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, and is engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer does business in all counties of the State of Illinois including Cook County, and maintains offices in the County of Cook, State of Illinois.

3. Defendant, Dempsey Dodge-Chrysler-Jeep II d/b/a Dempsey Dodge ("Seller"), is a corporation authorized to do business in the State of Illinois.

BACKGROUND

4. On or about July 6, 2006, Plaintiff agreed to purchase, and Seller agreed to sell a 2005 Dodge Van Grand Caravan SXT ("vehicle"), VIN: 2D4GP44L15R540317, as fully described in the Purchase Contract, attached hereto and made part hereof as Exhibit "A". This agreement was reached at Seller's place of business.

5. As part of the purchase of the vehicle, Plaintiff received an express bumper-to-bumper written warranty for the vehicle.

6. The vehicle was warranted by the Manufacturer for three (3) years or thirty-six thousand (36,000) miles, and the warranty was supplied to Plaintiff by Seller.

7. Manufacturer's warranty was part of the basis of the bargain struck by Seller and Plaintiff.

8. Plaintiff was aware of the warranty's existence, even though Plaintiff could not read the entire warranty booklet before Plaintiff purchased the vehicle, and would not have purchased the vehicle had it not been warranted by the Manufacturer. See Warranty Booklet attached hereto as Exhibit "B".

9. In addition, Plaintiffs purchased a Service Contract from Defendants for valuable consideration. See a copy of the Service Contract, attached hereto as Exhibit "C".

10. Soon after Plaintiff purchased the vehicle, the vehicle began experiencing various problem(s), which include but are not limited to:

a. Defective passenger-side air bag;
b. Check engine light illuminated;
c. Defective Manufacturer's Mopar Remote Start (inoperable);
d. Defective electric doors (inoperable);
e. Defective steering wheel/column (vibrations);
f. Defective rear back up sensors;
g. Defective tailgate/rear hatch;
h. Defective air conditioner (mildew/sour smell);

and other problems as evidenced by the vehicle's repair orders.

11. The above defects were present when Plaintiff purchased the vehicle from Seller, even though they did not manifest themselves at the time of purchase. On at least ten (10) separate occasions, Plaintiff took the vehicle to a Manufacturer authorized repair facility; however, the defects were not satisfactorily repaired.

12. On information and belief, Seller was an apparent agent of Manufacturer for purposes of selling the vehicle to Plaintiff, or, in the alternative, Seller was an agent of Manufacturer, based on the following facts:

A. Allegations Regarding Actual, Implied, Ostensible, or Apparent Agency, or Agency by Estoppel, of Seller:

13. Manufacturer consented to or knowingly acquiesced to Seller's exercise of authority by allowing it or requiring it to:

(a) call itself "authorized Seller";
(b) display Manufacturer's logo and other Manufacturer's materials in its showrooms;
(c) receive technical bulletins detailing potential vehicle problems from Manufacturer;
(d) train its technicians with Manufacturer;
(e) use only Manufacturer - trained technicians to repair and maintain vehicles under Manufacturer's warranties;
(f) create an impression that the Seller sells vehicles for Manufacturer; and,
(g) holding itself out as the seller of vehicles and provider of vehicle repair services without informing its patrons that the goods and services are provided by Seller, whom Manufacturer considers to be a non-agent.

14. Plaintiff reasonably concluded that Seller was an agent of Manufacturer, in that Plaintiff thought that the transaction took place between Plaintiff, Seller and Manufacturer.

15. Plaintiff's reliance was justified, and Plaintiff suffered harm as a result of the actions or inactions of Seller as an agent of Manufacturer.

16. Pursuant to the franchise agreement between Seller and Manufacturer, Manufacturer exercises control over Seller with respect to:

(a) reporting of sales;
(b) computer network connection with Manufacturer;
(c) training of Seller's sales and technical personnel;
(d) use of the Manufacturer - supplied computer software;
(e) participation in Manufacturer's training programs;
(f) other areas, as enumerated in the franchise agreement;
(g) reporting to Manufacturer with respect to the vehicle delivery, including reporting Plaintiff's name, address, preferred title, primary and business phone numbers, e-mail address, vehicle's VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, vehicle's odometer reading, extended service contract sale designation, if any, Manufacturer's contract language preference, and names of delivering dealership's employees; and,

(h) displaying Manufacturer's logos upon signs, literature, products, and brochures within the dealership.

17. Seller binds Manufacturer with the respect to:

(a) warranty repairs on the vehicles Seller sells; and,
(b) issuing service contracts administered by Manufacturer.

18. There is no requirement of privity as between Plaintiff and Manufacturer.

19. Manufacturer further exercises control over Seller with respect to:

(a) financial incentives given to Seller's employees;
(b) prizes given to Seller's employees;
(c) number of bathrooms Seller must make available to the public;
(d) location of Seller;
(e) size and number of Seller's logos bearing Manufacturer's name;
(f) testing and certification of the sales and service personnel in Manufacturer's policies and procedures; and,
(g) customer satisfaction surveys, pursuant to which Manufacturer allocates the number of vehicles to Seller, thus directly controlling Seller's profits.

20. Seller is not an independent merchant who buys vehicles from Manufacturer and resells them to third parties; rather, Seller sells vehicles on Manufacturer's behalf, pursuant to a "floor plan", and Manufacturer does not receive payment for its vehicles until Seller sells them.

21. Seller bears Manufacturer's brand name, uses its logo in advertising and on its warranty repair orders, posts its sign for the public to see, and enjoys an exclusive regional franchise to sell products, including the vehicle.

22. Manufacturer required Seller to follow the rules and policies of Manufacturer in conducting all aspects of its business, including the delivery of the Manufacturer's warranties described above, and the servicing of defective vehicles, such as Plaintiff's vehicle.

23. Manufacturer required Seller to post Manufacturer's name, logo, and signs at Seller, including its service department, and to identify itself to the public as an authorized Seller and servicing outlet for Manufacturer's vehicles.

24. Manufacturer required Seller to use service and repair forms that contained Manufacturer's name and logo.

25. Manufacturer required Seller to perform Manufacturer's warranty diagnoses and repairs, and to do the diagnoses and repairs according to the procedures and policies set forth in writing by Manufacturer.

26. Manufacturer required Seller to use parts and tools either provided by Manufacturer, or approved by Manufacturer, and to inform Manufacturer when Seller discovered that unauthorized parts had been installed on one of Manufacturer's vehicles.

27. Manufacturer required Seller service and repair employees to be trained by Manufacturer in the methods of repair of Manufacturer's vehicles.

28. Manufacturer audited Seller's service department and directly contacted the customers of Seller to determine their level of satisfaction with the repair services provided by Seller.

29. Manufacturer required that Seller provide it with monthly statements and records pertaining, in part, to Seller's servicing of Manufacturer's vehicles.

30. Manufacturer reserved the right at all times to enter upon Seller's business premises and to audit the records and operations of Seller's service department.

31. Manufacturer provided Seller with, or required it to obtain, computer programs that would display the repair and title history of Manufacturer's vehicles.

32. Manufacturer provided technical service bulletins and messages to Seller detailing chronic defects present in product lines, and repair procedures to be followed for chronic defects.

33. Manufacturer provided Seller with specially trained service and repair consultants with whom Seller was required by Manufacturer to consult when Seller was unable to correct a defect on its own.

34. Manufacturer required its customers to go to Seller or other authorized repair facilities to obtain servicing under its warranties.

35. Manufacturer required Seller to consult with Manufacturer before voiding a consumer warranty or making a decision to decline a warranty repair.

36. Seller was required to notify Manufacturer whenever a vehicle was sold or put into warranty service.

37. Manufacturer required, in its owner manual, furnished to Plaintiff by Seller, that any questions first be referred to Seller, not Manufacturer, and that if warranty service is required, the vehicle should be taken to Seller, or other authorized Manufacturer Seller.

B. Allegations Regarding Plaintiff's Revocation of Acceptance

38. On or about December 15, 2006, Plaintiff, exercising his rights under the Magnuson-Moss Warranty Act, revoked acceptance of the vehicle.

COUNT I
Magnuson-Moss Warranty Act: Breach of Service Contract Against Manufacturer

39. Plaintiff re-alleges all factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

40. The vehicle described above is a "consumer product", as defined by the Act, because it is normally used for personal purposes and Plaintiff in fact purchased it wholly or primarily for personal use. 15 U.S.C. §2301(1).

41. Plaintiff is a "consumer", as defined in the Act. 15 U.S.C. §2301(3).

42. Manufacturer is a "supplier" and "warrantor", as defined in the Act. 15 U.S.C. §2301(4) and (5).

43. The warranty described above is a "service contract", as defined in the Act. 15 U.S.C. §2301(6).

44. Plaintiff's purchase of the vehicle was induced by Manufacturer's warranty.

45. Section 2310(d) of the Magnuson-Moss Warranty Act provides, in relevant part:

> a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief B
>
> (a) in any court of competent jurisdiction ***.

46. As described above, the vehicle is defective, either with respect to material or workmanship, and, on information and belief, such defects existed when it left Manufacturer.

47. After a reasonable number of attempts to cure the defects described above in Plaintiff's vehicle, Manufacturer failed to repair the defects; consequently, Manufacturer breached the service contract.

48. Plaintiff notified Manufacturer of the defects in the vehicle within a reasonable time after Plaintiff discovered the breach.

49. Because Manufacturer failed to repair the vehicle within a reasonable time, Plaintiff did not receive the benefit of the bargain " a non-defective vehicle " and the limited remedy of replacement or repair of defective parts of the vehicle failed its essential purpose, allowing Plaintiff to recover incidental and consequential damages under Section 2-719(2) of the Commercial Code.

50. Manufacturer's breach of the service contract constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff requests that the Court:

A. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and

B. 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
Magnuson-Moss Warranty Act: Breach of Service Contract Against Seller

51. Plaintiff re-alleges all factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

52. The vehicle described above is a "consumer product", as defined by the Act, because it is normally used for personal purposes and Plaintiff in fact purchased it wholly or primarily for personal use. 15 U.S.C. §2301(1).

53. Plaintiff is a "consumer", as defined in the Act. 15 U.S.C. §2301(3).

54. Seller is a "supplier" and "warrantor", as defined in the Act. 15 U.S.C. §2301(4) and (5).

55. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's vehicle warranties and an intended third-party beneficiary of Manufacturer for purposes of performing repairs of vehicles manufactured by Manufacturer.

56. Plaintiff purchased a Service Contract. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's vehicle warranties and an intended third-party beneficiary of Manufacturer for purposes of performing repairs of vehicles manufactured by Manufacturer.

57. The warranty described above is a "service contract", as defined in the Act. 15 U.S.C. §2301(6).

58. Plaintiff's purchase of the vehicle was induced by said warranty.

59. Section 2310(d) of the Magnuson-Moss Warranty Act provides, in relevant part:

> a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief;
>
> (a) in any court of competent jurisdiction ***.

60. As described above, the vehicle is defective, either with respect to material or workmanship, and, on information and belief, such defects existed when it left Seller.

61. After a reasonable number of attempts to cure the defect(s) described above in Plaintiff's vehicle, Seller failed to repair the defect(s); consequently, Seller breached the service contract.

62. Plaintiff notified Seller of the defects in the vehicle within a reasonable time after Plaintiff discovered the breach.

63. Because Seller failed to repair the vehicle within a reasonable time, Plaintiff did not receive the benefit of the bargain "a non-defective vehicle" and the limited remedy of replacement or repair of defective parts of the vehicle failed its essential purpose, allowing Plaintiff to recover incidental and consequential damages under Section 2-719(2) of the Commercial Code.

64. Seller's breach of the service contract constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff requests that the Court:

A. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and

B. 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 III
Magnuson-Moss Warranty Act: Breach of Express Warranty Against Manufacturer

65. Plaintiff re-alleges all factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

66. The vehicle described above is a "consumer product", as defined by the Act, because it is normally used for personal purposes and Plaintiff in fact purchased it wholly or primarily for personal use. 15 U.S.C. '2301(1).

67. Plaintiff is a "consumer", as defined in the Act. 15 U.S.C. §2301(3).

68. Manufacturer is a "supplier" and "warrantor", as defined in the Act. 15 U.S.C. §2301(4) and (5).

69. The warranty described above is a "written warranty", as defined in the Act. 15 U.S.C. §2301(6).

70. Plaintiff's purchase of the vehicle was induced by Manufacturer's warranty.

71. Section 2310(d) of the Magnuson-Moss Warranty Act provides, in relevant part:

> a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief B
>
> (a) in any court of competent jurisdiction ***.

72. As described above, the vehicle is defective, either with respect to material or workmanship, and, on information and belief, such defects existed when it left Manufacturer.

73. After a reasonable number of attempts to cure the defect(s) described above in Plaintiff's vehicle, Manufacturer failed to repair the defects; consequently, Manufacturer breached the express warranty.

74. Plaintiff notified Manufacturer of the defects in the vehicle within a reasonable time after Plaintiff discovered the breach.

75. Because Manufacturer failed to repair the vehicle within a reasonable time, Plaintiff did not receive the benefit of the bargain "a non-defective vehicle" and the limited remedy of replacement or repair of defective parts of the vehicle failed its essential purpose, allowing Plaintiff to recover incidental and consequential damages under Section 2-719(2) of the Commercial Code.

76. Manufacturer's breach of the express warranty constitutes a violation of 15 U.S.C. '2310(d).

WHEREFORE, Plaintiff requests that the Court:

A. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and

B. 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 IV
Magnuson-Moss Warranty Act: Breach of Implied Warranty of Merchantability Against Manufacturer

77. Plaintiff re-alleges all the factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

78. The vehicle 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, Plaintiff herein.

79. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

80. 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 from the date of purchase to perform services relating to the maintenance or repair of a motor vehicle.

81. Pursuant to 15 U.S.C. §2308, the vehicle was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the vehicle was intended.

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

83. Plaintiff notified Manufacturer of the defects in the vehicle within a reasonable time after Plaintiff discovered the breach.

84. The above described defects and non-conformities present in the vehicle render it un-merchantable and thereby not fit for the ordinary and essential purpose for which the vehicle was intended.

85. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the use of the vehicle.

86. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

A. Revocation of acceptance of the vehicle in accordance with 15 U.S.C. §2310(d) and 815 ILCS §2-608;

B. Return of all monies paid, diminution in value of the vehicle, and incurred and/or needed costs of repair, and

C. All incidental and consequential damages incurred;

D. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and

E. Such other and further relief that the Court deems just and appropriate.

COUNT V
Revocation of Acceptance Against Manufacturer

87. Plaintiff re-alleges all the factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

88. Section 2310(d) of the Magnuson-Moss Warranty Act provides, in relevant part:

> a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief;
>
> (a) in any court of competent jurisdiction***.

89. As detailed above, the tender made by Manufacturer was substantially impaired, and in addition, Manufacturer breached its express warranty and/or an implied warranty of merchantability.

90. The defects, enumerated above, substantially impaired the vehicle's value to Plaintiff, who reasonable thought that these defects could be cured by Manufacturer, but Manufacturer is either unable to or refused to cure numerous substantial defects in the vehicle, thus violating Section §2310(d) of the Magnuson-Moss Warranty Act.

91. Plaintiff notified Manufacturer that Plaintiff was revoking the acceptance of the vehicle within reasonable time after Plaintiff discovered or should have discovered the grounds for it, and before any substantial change in the condition of the vehicle, which was not caused by its own defects.

92. Plaintiff is entitled to revoke acceptance of the vehicle on the following grounds:

(a) Manufacturer's breach of the express warranty; and/or
(b) Manufacturer's breach of the implied warranty of merchantability; and/or
(c) Substantial impairment of the vehicle's value to Plaintiff, based on non-conformities described above, where Plaintiff accepted the vehicle without discovery of such non-conformities, and where Plaintiff's acceptance was reasonably induced by the difficulty of discovery of the non-conformities before acceptance and/or by Manufacturer's assurances, and where Plaintiff's faith in the vehicle is completely shaken.

WHEREFORE, Plaintiff requests that the Court:

A. Award Plaintiff damages to which Plaintiff is entitled;

B. Award Plaintiff expenses of litigation and costs;

C. Enter an order confirming Plaintiff's rightful revocation of acceptance;

D. Enter an order requiring Manufacturer to refund all the payments made by Plaintiff under the Purchase Contract and pay off the loan;

E. Award Plaintiff's attorneys their fees; and,

F. Grant Plaintiff other relief the Court deems appropriate and just.

COUNT VI
Revocation of Acceptance Against Seller

93. Plaintiff re-alleges all the factual allegations contained in all other paragraphs of this Complaint, and incorporates them herein by reference.

94. Section 2310(d) of the Magnuson-Moss Warranty Act provides, in relevant part:

> a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief;
>
> (A) in any court of competent jurisdiction***.

95. As detailed above, the tender made by Seller was substantially impaired, and in addition, the Seller breached its express warranty and/or an implied warranty of merchantability.

96. The defects, enumerated above, substantially impaired the vehicle's value to Plaintiff, who reasonable thought that these defects could be cured by Seller, but Seller is either unable to or refused to cure numerous substantial defects in the vehicle, thus violating Section '2310(d) of the Magnuson-Moss Warranty Act.

97. Plaintiff notified Seller that Plaintiff was revoking the acceptance of the vehicle within a reasonable time after Plaintiff discovered or should have discovered the grounds for it, and before any substantial change in the condition of the vehicle, which was not caused by its own defects.

98. Plaintiff is entitled to revoke acceptance of the vehicle on the following grounds:

(a) Seller's breach of the express warranty; and/or
(b) Seller's breach of the implied warranty of merchantability; and/or
(c) substantial impairment of the vehicle's value to Plaintiff, based on non-conformities described above, where Plaintiff accepted the vehicle without discovery of such non-conformities, and where Plaintiff's acceptance was reasonably induced by the difficulty of discovery of the non-conformities before acceptance and/or by Seller's assurances, and where Plaintiff's faith in the vehicle is completely shaken.

WHEREFORE, Plaintiff requests that the Court:

A. Award Plaintiff damages to which Plaintiff is entitled;

B. Award Plaintiff expenses of litigation and costs;

C. Enter an order confirming Plaintiff's rightful revocation of acceptance;

D. Enter an order requiring Seller to refund all the payments made by Plaintiff under the Purchase Contract and pay off the loan;

E. Award Plaintiff's attorneys their fees; and,

F. Grant Plaintiff other relief the Court deems appropriate and just.

Respectfully Submitted,
LONZA E. K. PERKINS

By: _____
Attorneys for Plaintiff

Atty No. 38907
Mike K. Kim
CONSUMER LEGAL SERVICES, P.C.
649 North York Road, Elmhurst, Illinois 60126
(630) 834-4100 - Office

SUPREME COURT RULE 222 AFFIDAVIT

NOW COMES the Plaintiff, Lonza E. K. Perkins, by and through his attorneys, CONSUMER LEGAL SERVICES, P.C., and pursuant to Supreme Court Rule 222, states as follows:

Plaintiff's Attorney, first being duly sworn on oath, deposes and states as follows:

I. That I am one of the attorneys representing the Plaintiff in regard to the above captioned matter.

II. I have personal knowledge regarding the facts and circumstances of the above captioned matter.

III. Upon information and belief, the total money damages sought in this cause does not exceed $50,000.

Further Affiant sayeth naught.

Respectfully Submitted,
LONZA E. K. PERKINS

By: _____
Attorneys for Plaintiff

Atty No. 38907
Mike K. Kim
CONSUMER LEGAL SERVICES, P.C.
649 North York Road, Elmhurst, Illinois 60126
(630) 834-4100 - Office

11/01/08
Pilot to Case
QJM
RAP

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
09/27/2007
CT Log Number 512629274

TO: Richard D Houtman, VP/Associate Gen Csl.
Chrysler LLC
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-07
Auburn Hills, MI 48326-2766

RE: **Process Served in Ohio**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Wilfredo Placeres, Plif. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Mahoning County Court of Common Pleas, OH Case # 2007CV03364
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Failure to correct and/or repair defects on a 2005 Dodge Caravan
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 09/27/2007 postmarked on 09/25/2007 10/25
APPEARANCE OR ANSWER DUE:	Within 28 days after service, exclusive of the day of service - File answer with Plif.'s attorney or upon the Plif. if he/she/they has/have no attorney of record // Within 3 days after the service of answer on Plif.'s attorney - File answer with the court
ATTORNEY(S) / SENDER(S):	Peter Cozmyk Krohn & Moss, Ltd. 3 Summit Park Drive Suite 100 Independence, OH 44131 216-901-0609
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day , 790346611696 Email Notification, Richard D Houtman sprocess@Chrysler.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Debra Justice 1300 East 9th Street Suite 1010 Cleveland, OH 44114
TELEPHONE:	216-621-4270

RECEIVED
OCT 03 2007
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

CHRYSLER LLC
OFFICE OF THE GENERAL COUNSEL
OCT - 1 2007
BY SA MAIL / REG. AGENT / SEC. OF STATE / PROC. SERVER

RECEIVED
Warranty Group
OCT 03 2007
Office of the General Counsel
DaimlerChrysler Corporation

Court of Common Pleas, Mahoning County
120 Market Street
Youngstown, Ohio 44503

SUMMONS ON COMPLAINT

Rule 4 Ohio Rules of Civil Procedure

------========*========------

Case No. 2007 CV 03364

WILFREDO PLACERES
2551 BROOKPARK RD
NORTH OLMSTEAD, OH 44070

-vs-

DAIMLER CHRYSLER CORPORATION
% CT CORP SYSTEM
1300 EAST NINTH ST, STE 1010
CLEVELAND, OH 44114

TO: **DAIMLER CHRYSLER CORPORATION**

Defendant

% CT CORP SYSTEM
1300 EAST NINTH ST, STE 1010
CLEVELAND, OH 44114

To the above named defendant(s): (See attached complaint for additional parties)

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against by in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff('s') attorney, or upon the plaintiff(s) if he/she/they has/have no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three (3) days after service on plaintiff(s) attorney.

The name and address of the plaintiff('s') attorney is as follows:

PETER COZMYK ESQ
3 SUMMIT PARK DR
SUITE 100
INDEPENDENCE OH 44131

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

ANTHONY VIVO
Mahoning County Clerk of Courts

September 24, 2007

By: N. Dascenzo
Deputy Clerk

Summons issued to additional defendants:

ASSIGNED TO COURT
ROOM NO. 3

IN THE COURT OF COMMON PLEAS
MAHONING COUNTY, OHIO

WILFREDO PLACERES 2551 Brookpark Road North Olmstead, Ohio 44070 Plaintiff, vs. DAIMLERCHRYSLER CORPORATION c/o CT Corporation System 1300 East Ninth Street Cleveland, Ohio 44114 Defendant.	)	No. 07 CV 3364 JURY DEMAND ENDORSED HEREON

COMPLAINT

NOW COMES Plaintiff, WILFREDO PLACERES, by and through his attorneys, KROHN & MOSS, LTD., and for his complaint against Defendant, DAIMLERCHRYSLER CORPORATION , alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, WILFREDO PLACERES ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Ohio.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Ohio, and is engaged in the manufacture, sale, and 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 Frederick Dodge ("Seller"). Manufacturer does business in all counties of the State of Ohio including Mahoning County.

BACKGROUND

3. On or about June 1, 2006, Plaintiff purchased from Seller, a 2005 Dodge Caravan ("Caravan"), manufactured and/or distributed by Manufacturer, Vehicle Identification Number 1D4GP25BX58262948, as reflected in the document attached hereto as Exhibit 1.

4. The price of the Caravan, including certain collateral charges, such as registration charges, document fees, and sales tax, including finance charges, totaled more than $14,034.25.

5. Plaintiff avers that as a result of ineffective repair attempts made by Manufacturer the Caravan cannot be utilized for personal, family and household use as was intended by Plaintiff at the time of acquisition.

6. In consideration for the purchase of the Caravan, Manufacturer issued and supplied to Plaintiff 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.

7. On or about June 1, 2006, Plaintiff took possession of the Caravan and, shortly thereafter, experienced the various defects listed below that substantially impair the use, value and/or safety of the Caravan.

8. The defects described below violate the written warranty issued to Plaintiff by Manufacturer.

9. Plaintiff has delivered the Caravan to Manufacturer's authorized servicing dealerships on numerous occasions.

10. Plaintiff has brought the Caravan to Seller and/or an authorized servicing dealership of Manufacturer for attempted repairs to various defects, including but not limited to:

a. Defective brake system as evidenced by noise in the front end of the vehicle;

b. Defective airbag/electrical system as evidenced by the airbag light remaining illuminated;

c. Defective brake system as evidenced by pulsation when braking;

d. Defective steering system as evidenced by steering being stiff when making right hand turns;

e. Defective HVAC system as evidenced by the air conditioning failing to blow cold air;

f. Defective brake system as evidenced by the recalls, the vehicle refusing to move forward and popping sounds emanating from the brakes; and

g. Any additional complaints made by our client, whether or not they are contained in your company's records or on any dealer repair orders.

11. Plaintiff has provided Manufacturer sufficient opportunity to repair and/or replace the Caravan pursuant to its written warranties.

12. After a reasonable number of attempts to cure the defects in Plaintiff's Caravan, Manufacturer and its authorized servicing dealerships have been unable and/or have failed to repair the defects as provided in Manufacturer's written warranty.

13. Plaintiff has justifiably lost confidence in the Caravan's safety and reliability, and said defects have substantially impaired the use, value and/or safety of the Caravan to Plaintiff.

14. Said defects could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the Caravan.

15. As a result of these defects, Plaintiff revoked his acceptance of the Caravan in writing on April 4, 2007. A copy of the revocation of acceptance letter is attached and labeled as Plaintiff's Exhibit 2.

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

17. Manufacturer has refused Plaintiff's revocation of acceptance and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

18. The Caravan remains in a defective and unmerchantable condition, and continues to exhibit some or all of the above mentioned defects that substantially impair its use, value and/or safety.

19. Plaintiff has been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiff with a merchantable Caravan.

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

20. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

21. Plaintiff is a purchaser of a consumer product who received the Caravan during the duration of a written warranty period applicable to the Caravan and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

22. Manufacturer is a "person" engaged in the business of making a consumer product directly available to Plaintiff.

23. Seller is an authorized dealership and agent of Manufacturer designated to perform repairs on vehicles pursuant to Manufacturer's written warranty.

24. Plaintiff's purchase of the Caravan was accompanied by a written warranty covering defects in material or workmanship, an undertaking in writing to refund, repair, replace, or take other remedial action free of charge to Plaintiff with respect to the Caravan in the event that the Caravan failed to meet the specifications set forth in Manufacturer's written warranty.

25. Said warranty were the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Caravan to Plaintiff.

26. Said purchase of Plaintiff's Caravan was induced by and Plaintiff relied upon, Manufacturer's written warranty.

27. Plaintiff has met all of her obligations and preconditions as provided in Manufacturer's written warranty.

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

WHEREFORE, Plaintiff, WILFREDO PLACERES, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Caravan, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

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

29. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, all paragraphs of this Complaint as set forth above.

30. The Caravan purchased by Plaintiff was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7), running from Manufacturer to Plaintiff.

31. Manufacturer is a supplier of consumer goods as a "person" engaged in the business of making a consumer product directly available to Plaintiff.

32. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer.

33. Plaintiff's Caravan was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Caravan was intended.

34. The above-described defects present in the Caravan render the Caravan unmerchantable and thereby not fit for the ordinary purpose for which the Caravan was intended and as represented by Manufacturer.

35. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Caravan.

36. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff, WILFREDO PLACERES, prays for judgment against Manufacturer as follows:

a. Return of all monies paid or diminution in value of the Caravan, incurred and/or needed costs of repair, and all incidental and consequential damages incurred, including, but not limited to, all finance charges incurred;
b. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by Plaintiff; and
c. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues in this action, except for any issues relating to:

1. The amount of attorneys' fees and litigation costs to be awarded should Plaintiff prevail in this action; and

2. The amounts to be paid to Plaintiff and to the lender who financed the purchase of the subject vehicle, pursuant to Ohio Rev. Code § 1345.72, should Plaintiff prevail under the Ohio Motor Vehicles with Warranty Nonconformities Act.

Respectfully Submitted,

By: _____
Peter Cozmyk
One of Plaintiff's Attorneys

Peter Cozmyk
Ohio Registration No. 0078862

Krohn & Moss, Ltd.
3 Summit Park Drive
Suite 100
Independence, Ohio 44131
phone: (216) 901-0609
fax: (866) 425-3459
e-mail: pcozmyk@consumerlawcenter.com

Hilary W. Taylor
Ohio Registration No. 0078867

1158148 WL

KING & GUIDDY

ATTORNEYS AT LAW
121 NORTH MAIN STREET
GREENSBURG, PENNSYLVANIA 15601
TELEPHONE (724) 836-1500
FAX (724) 836-1668

ROBERT W. KING
MELISSA A. GUIDDY

JONES MILLS OFFICE
(724) 593-2700

RECEIVED
JUL 13 2005
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

RECEIVED
JUL 1 0
Blackwell Lebanoff P.A.

July 7, 2005

via Certified Mail No.: 7160 3901 9842 6171 0506
DaimlerChrysler Motors Company, L.L.C.
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

2005 JUL 13 AM 10:04
CERT

RE:	Purchaser:	Paul R. and Katherine Y. Plucker
	Vehicle:	2005 Dodge Grand Caravan
	VIN:	2D4GP44L45R288031
	Date of Purchase:	October 12, 2004
	Place of Purchase:	The New Team Kunkles Delmont, PA 15626

Plucker v. DaimlerChrysler Motors Company LLC
No. 5028 of 2005, Westmoreland County, Pennsylvania

8/2

Dear Sir or Madam:

Please find enclosed herewith a copy of the *Complaint* filed in regard to the above referenced matter.

Thank you for your attention to this matter. If there are any questions, do not hesitate to contact my office.

Yours very truly,

Robert W. King /mg

Robert W. King

RWK:my
cc w/oenc: Paul and Katherine Plucker

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA

CIVIL DIVISION

PAUL R. PLUCKER and KATHERINE Y. PLUCKER,

Plaintiffs,

vs.

DaimlerChrysler MOTORS COMPANY LLC,

Defendant.

TO: DEFENDANT

You are hereby notified to file a written response to the enclosed **Complaint** within twenty (20) days from service hereof, or judgment may be entered against you.

By: _____
Robert W. King, Esquire

No. 3028 of 2005

DATE FILED:

TYPE OF PLEADING:

COMPLAINT

FILED ON BEHALF OF:

Plaintiffs

COUNSEL OF RECORD FOR THIS PARTY:

Robert W. King, Esquire
PA I.D. 25820

King & Guiddy
Attorneys At Law
121 North Main Street
Greensburg, PA 15601
(724) 836-1500

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA
CIVIL DIVISION

PAUL R. PLUCKER and KATHERINE Y. PLUCKER, Plaintiffs, vs. DaimlerChrysler MOTORS COMPANY LLC, Defendant.	No. 5028 of 2005

TO: DEFENDANT

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERRAL SERVICE
Westmoreland Bar Association
P.O. Box 565
Greensburg, Pennsylvania 15601
(724) 834-8490

KING & GUIDDY

By: _____
Robert W. King, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS
OF WESTMORELAND COUNTY, PENNSYLVANIA

CIVIL DIVISION

PAUL R. PLUCKER and KATHERINE Y. PLUCKER, Plaintiffs, vs. DaimlerChrysler MOTORS COMPANY LLC, Defendant.	No. 5038 of 2005

COMPLAINT

AND NOW, come the Plaintiffs, Paul R. Plucker and Katherine Y. Plucker, by and through their counsel, Robert W. King, Esquire, and King & Guiddy, Attorneys at Law, and make claim of the Defendant, DaimlerChrysler Motors Company LLC, whereof the following is a true and correct statement:

1. The Plaintiffs, Paul R. Plucker and Katherine Y. Plucker, are adult individuals who, at all times relevant to this action, have resided in Westmoreland County, Pennsylvania, and have maintained a mailing address of 236 Shelby Street, Greensburg, Pennsylvania 15601.

2. The Defendant, DaimlerChrysler Motors Company LLC, an automobile manufacturer within the meaning of the Automobile Lemon Law, hereinafter referred to as "Chrysler," is a corporation that regularly sells and distributes new and unused motor vehicles to motor vehicle dealers in the Commonwealth of Pennsylvania, and maintains a mailing address of 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766.

3. On or about October 12, 2004, the Plaintiffs purchased a new and unused 2005 Dodge Grand Caravan, hereinafter "Grand Caravan," bearing VIN# 2D4GP44L45R288031, from The New Team Kunkles, hereinafter referred to as "Kunkles," being an authorized Chrysler dealership and an agent, servant and representative of Chrysler, the manufacturer of the vehicle for the purchase price of $36,073.26, including all collateral charges.

4. The Plaintiffs purchased the Grand Caravan to be used for personal, family and household purposes and registered said Grand Caravan with the Commonwealth of Pennsylvania.

5. The Grand Caravan was sold to Plaintiffs with a written warranty which is still in force.

6. In November of 2004, the Plaintiffs began to experience problems with the Grand Caravan, including, the driver and passenger side sliding door, tailgate/liftgate opening and closing on their own, with door locks popping up and down like rapid fire, causing Kunkles, as the agent, servant and representative of Chrysler, to replace the door lock switch and switch sliding door modules on January 18, 2005. At that time the milage on the Grand Caravan was 8,921. A copy of the January 18, 2005 invoice is attached hereto as Exhibit "A."

7. On or about February 10, 2005, the Plaintiffs continued to experience problems with the driver's side sliding door and tailgate/liftgate opening on their own from a locked position, causing Kunkles, as the agent, servant and representative of Chrysler, to replace the driver's side lock assembly and TSB for flushing BCM (body control module). At that time the milage on the Grand Caravan was 10,164. A copy of the February 10, 2005 invoice is attached hereto as Exhibit "B."

8. Once again from February 19, 2005-March 15, 2005, the Plaintiffs returned the Grand Caravan to Kunkles on two occasions when the driver's side sliding door, tailgate/liftgate

continued to open on their own from a locked position, causing Kunkles, as the agent, servant and representative of Chrysler, to replace the BCM module for the locks, replace the headlight switch and immobilizer. The milage on the Grand Caravan was 10,687. A copy of the March 15, 2005 invoice is attached hereto as Exhibit "C."

9. When the driver's side sliding door, tailgate/liftgate and passenger side sliding door, continued to open from a locked position, the Plaintiffs returned the Grand Caravan to Kunkles from March 22-March 23, 2005, causing Kunkles, as the agent, servant and representative of Chrysler, to install ground strap and spray static guard all over the Grand Caravan. The milage on the Grand Caravan was 11,457. A copy of the March 23, 2005 invoice is attached hereto as Exhibit "D."

10. As of March 28, 2005, being the date the Plaintiffs notified Chrysler of their claim, the Plaintiffs had owned the 2005 Dodge Grand Caravan for approximately five (5) months, and the odometer reading on the truck was just over 11,000 miles.

COUNT ONE

VIOLATION OF THE AUTOMOBILE LEMON LAW

Paul R. Plucker and Katherine Y. Plucker, Plaintiffs

v.

DaimlerChrysler Motors Company LLC, Defendant

11. The averments contained in Paragraphs numbered 1 through 10 of this, the Plaintiffs' Complaint, are incorporated herein by reference as though fully set forth here at length.

12. On five separate occasions, namely, January 18, 2005, February 10, 2005, February 19, 2005-February 28, 2005, March 4-March 15, 2005 and March 22-23, 2005, the

Plaintiffs presented the Grand Caravan to Kunkles, as agent, servant and representative of Chrysler, for service for remedy of the driver and passenger side sliding door, tailgate/liftgate opening and closing from a locked position, which was a nonconformity that substantially impaired the use, value and safety of the Grand Caravan, and caused said Grand Caravan to fail to conform to the manufacturer's express warranty.

13. On or about March 28, 2005, Chrysler received from the Plaintiffs a form setting forth their Lemon Law Claim.

14. The Plaintiffs continued to experience problems with the sliding doors opening and closing from a locked position, causing Kunkles, as the agent, servant and representative of Chrysler, to replace the overhead console switch on April 6, 2005 and the BCM on June 6, 2005. A copy of the invoices are attached hereto as Exhibit "E."

15. The Plaintiffs also experienced problems with the Grand Caravan giving out "shocks" and the headlights either not working or dimming and shutting off.

16. On or about June 15, 2005, counsel for Plaintiffs, via certified letter to Daimler Chrysler, made a claim against Chrysler for replacement of the 2005 Dodge Grand Caravan with a comparable motor vehicle of equal value. A copy of said letter is attached hereto as Exhibit "F."

17. The nonconformity still exists even thought it has been subject to repair approximately seven (7) times by Kunkles, as the agent, servant and representative of Chrysler.

18. The Grand Caravan manifested a nonconformity, being a defect or condition which substantially impairs the use, value or safety of the Grand Caravan, within the first twelve thousand miles of use and Chrysler has failed to fulfill its repair obligation.

19. Plaintiffs have resorted to the Defendant's informal dispute settlement procedure and have exhausted all available remedies prior to the initiation of this action, but have been unable to obtain adequate relief.

20. Defendant Chrysler has refused to accept Plaintiffs' demand for replacement of the Grand Caravan with a comparable motor vehicle of equal value.

WHEREFORE, the Plaintiffs, Paul R. Plucker and Katherine Y. Plucker, respectfully pray your Honorable Court enter judgment in favor of the Plaintiffs and against the Defendant, DaimlerChrysler Motors Company LLC, in an amount equal to the full purchase price, including all collateral charges, less a reasonable allowance for the Plaintiffs' use of the vehicle, being in excess of $30,000.00, plus attorney's fees and costs of suit and interest, to recover all of which this suit is brought.

COUNT TWO

BREACH OF WARRANTY

Paul R. Plucker and Katherine Y. Plucker, Plaintiffs,

vs.

DaimlerChrysler Motors Company LLC, Defendant.

21. The averments contained in Paragraphs numbered 1 through 10 and 12 through 20 of this, the Plaintiffs' Complaint, are incorporated herein by reference as though fully set forth here at length.

22. The Plaintiffs received from Defendant an express warranty, a copy of which is attached hereto as Exhibit "G."

23. Defendant's actions as described above constitute a breach of said express warranty.

WHEREFORE, Plaintiffs, Paul R. Plucker and Katherine Y. Plucker, respectfully pray your Honorable Court to enter judgment in favor of Plaintiffs and against Defendant, DaimlerChrysler Motors Company LLC, in an amount equal to the full purchase price, being in excess of $30,000.00, plus interest, court costs and attorney's fees.

COUNT THREE

VIOLATION OF THE UNFAIR TRADE PRACTICES ACT AND CONSUMER PROTECTION LAW

Paul R. Plucker and Katherine Y. Plucker, Plaintiffs,

vs.

DaimlerChrysler Motors Company LLC, Defendant.

24. The allegations contained in Paragraphs 1 through 10 and 12 through 20 of this, the Plaintiffs' Complaint, are incorporated herein by reference as though fully set forth here at length.

25. The acts of the Defendant hereinabove set forth, constitute a violation and contravention of sub-paragraphs (ii), (v), (vii), (xiv) and (xvi) of § 201-2(4) of said Unfair Trade Practices Act and Consumer Protection Law.

26. The violations of the Automobile Lemon Law are also violations of the Unfair Trade Practices Act and Consumer Protection Law, by virtue of 73 Pa.C.S. § 1961.

WHEREFORE, the Plaintiffs, Paul R. Plucker and Katherine Y. Plucker, pray your Honorable Court to enter judgment against the Defendants, DaimlerChrysler Motors Company LLC, for reasonable attorneys fees, treble damages assessed as to the other counts of this Complaint, and Plaintiffs' expenses incurred incident to the institution and prosecution of this

matter to the extent authorized pursuant to the provisions of the Unfair Trade Practices Act and Consumer Protection Law and Section 1961 of the Automobile Lemon Law.

A JURY TRIAL IS DEMANDED AS TO EACH COUNT OF THIS COMPLAINT.

Respectfully submitted,

KING & GUIDDY

By: _____
Robert W. King, Esquire
Attorney for Plaintiffs

CHCS116558

ISTOMER No. 7947	ADVISOR MIKE GARUFI 3988		TAG No. K031	INVOICE DATE 01/18/05	INVOICE No. CHCS116558
PAUL R PLUCKER 236 SHELBY ST GREENSBURG, PA 15601	LABOR RATE 59.50	LICENSE No.	MILEAGE 8,921	COLOR MAGNESIUM/	STOCK No. 05159
	YEAR / MAKE / MODEL 05/DODGE TRUCK/GRAND CARAVAN/GRAND C			DELIVERY DATE 10/12/04	DELIVERY MILES 38
	VEHICLE I.D. No. 2 D 4 G P 4 4 L 4 5 R 2 8 8 0 3 1			SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. No.	P.O. No.		R.O. DATE 01/18/05	
ESIDENCE PHONE 724-837-2887	BUSINESS PHONE	COMMENTS			MO: 8921

ABOR----------

1 03CHZ08 POWER LOCKS HOURS: TECH(S):17342 0.00
CUSTOMER STATES: POWER LOCKS KEEP GOING UP AND WHIEL DRIVING
CORRECTION: ORDERED DOOR LOCK SWITCH.

2 03CHZ BODY ELECTRICAL HOURS: TECH(S):17342 0.00
CUSTOMER STATES: SLIDING DOOR ON DRIVER'S SIDE OPENING
BY ITSELF AT TIMES
CORRECTION: SWITCHED SLIDING DOOR MODULES.

3 05CHZ02 RATTLE HOURS: TECH(S):17342 0.00
CUSTOMER STATES: RATTLE IN SIDE PANELS ON BOTH SLIDING
DOORS WHILE DRIVING.
CORRECTION: DROVE VEHICLE FOR CONCERN UNABLE TO HEAR ANY
RATTLES.

TOTAL - LABOR 0.00

ARTS------QTY---FP-NUMBER----------	DESCRIPTION---------	LIST PRICE-	UNIT PRICE-	
OB # 1 0 4685727-AA	SWITCH DO 8053002	14.10	14.10	0.00
PART ON SPECIAL ORDER				
** QUANTITY 1 IS SPECIAL ORDERED **				

TOTAL - PARTS 0.00

OMMENTS----------
PEN RO#

OTALS----------

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [✓] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

THANK YOU FOR YOUR BUSINESS!!

VE PROVIDE FREE BODY REPAIR ESTIMATES FOR ALL OUR CUSTOMERS!

PLEASE CONTACT RANDY REDINGER OUR BODYSHOP MANAGER

CUSTOMER SIGNATURE

 SERVICE FILE COPY [END OF INVOICE] 10:20am

EXHIBIT
tabbies
"A"

CHWS117224

CUSTOMER No. 7947	ADVISOR MIKE GARUFI 3988	TAG No. K031	INVOICE DATE 02/10/05	INVOICE No. CHWS117224
PAUL R PLUCKER 236 SHELBY ST GREENSBURG, PA 15601	LABOR RATE 55.40 / LICENSE No. / MILEAGE 10,164		COLOR MAGNESIUM/	STOCK No. 05159
	YEAR / MAKE / MODEL 05/DODGE TRUCK/GRAND CARAVAN/GRAND C		DELIVERY DATE 10/12/04	DELIVERY MILES 38
	VEHICLE I.D. No. 2 D 4 G P 4 4 L 4 5 R 2 8 8 0 3 1		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. No. / P.O. No.		R.O. DATE 02/10/05	
RESIDENCE PHONE 724-837-2887 / BUSINESS PHONE	COMMENTS			MO: 10166

LABOR----------
J# 1 03CHZ08 POWER LOCKS HOURS: 0.30 TECH(S):17342 16.62

CUSTOMER STATES: POWER LOCKS GOING UP AND DOWN WHILE DRIVING
PART HERE.
CAUSE: OPEN CIRCUIT
CORRECTION: REPLACED DRIVER'S DOOR LOCK ASSEMBLY.
ALSO FOUND PENDING TSB FOR FLASHING BCM.

TOTAL - LABOR 16.62

PARTS	QTY	FP-NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1	4685727-AA	SWITCH DO 8053002	8.45	8.45	11.83	11.83
			JOB # 1 COST TOTAL		8.45		

TOTAL - PARTS 11.83

R/O TAX 0.00
R/O TOTALS 28.45

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#.....	TOTAL....
117224	28.45
CLAIM TOTALS	28.45

APPROVED BY SIGNATURE

DCS AUDIT SLIP----------
ZN-DLR: 00-63205 VIN: 2D4GP44L4-5-R288031 IN-SVC-DT: 10/12/04 WCC:
CLAIM-NO: 117224 (WRO) REF-NO: AUTH-CD:
DT-RECVD: 02/10/05 DT-OWNER NOTFD: 02/10/05 MILEAGE: 010164
DEALER CLAIM AMOUNT: 28.45 ADVISOR ID: 9909MG

LINE	COND	J	FP	PART-NO	PART-NAME	QTY	TOT-PRICE
010	1	01	X	04685727AA		01	8.45

LINE	COND	J	LABOR-OP	FC	HRS	MECHANIC	QUAL-CD
030	1	01	08802705	18	.3	5859	

EXHIBIT "B"

THE NEW TEAM **KUNKLES**

CHRYSLER • PLYMOUTH • DODGE • SUBARU
P.O. Box 436
Delmont, PA 15626-0436

CUSTOMER NO.	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
7947	DOUGLAS KLINE 3756	KW31	03/15/05	CHCS117441

PAUL R PLUCKER
236 SHELBY ST
GREENSBURG, PA 15601

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO
59.50		10,687	MAGNESIUM/	05159

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
05/DODGE TRUCK/GRAND CARAVAN/GRAND C	10/12/04	38

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
2 D 4 G P 4 4 L 4 5 R 2 8 8 0 3 1		

F. T. E. NO.	R. O. NO	R. O. DATE
	49646	02/19/05

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
724-837-2887		MO: 11192

LABOR----------
J# 1 03CHZ99 MISC ELECTRICAL HOURS: 1.10 TECH(S):12688 17342 WARRANTY

CUSTOMER STATES: THAT THE DOORS AND LOCKS WILL OPERATE ON
THERE OWN.YOU HAVE TO START THE VAN THE GET THEM TO STOP.
SEE RO 117224, ALSO DRIVERS SLIDING DOOR WILL OPEN BY ITSELF
HEADLAMPS WON'T COME ON AND LIGHTS WILL DIM AND SHUT OFF.
SEE NOTE ATTACH TO BACK
CAUSE INTERNAL FAULT IN BCM FOR LOCKS, IMMOBILIZER FOR DOOR
AND HEADLAMP SWITCH FOR LIGHTS
CORRECTION PERFORM DIAGNOSTIC, REPLACE BCM, IMMOBILIZER AND
HEADLAMP SWITCH.

TOTAL - LABOR 0.00

PARTS------	QTY---	FP-NUMBER----------	DESCRIPTION---------	LIST PRICE-	UNIT PRICE-	
JOB # 1	1	4727295-AF	MODULE IM 8035031			WARRANTY
JOB # 1	1	ZL651J8-AB	SWITCH LI 8053003			WARRANTY
					TOTAL - PARTS	0.00

SUBLET-----	PO#--------	VEND INV#-	INV.DATE-	DESCRIPTION----------	
JOB # 1	49646	411229	03/15/05	RENTAL USAGE FOR 5 DAYS	WARRANTY
JOB # 1	49646	411229	03/15/05	RENTAL USAGE FOR 6 DAYS	180.00
				TOTAL - SUBLET	180.00

MISC------	CODE--------	DESCRIPTION----------	CONTROL NO---------	
JOB # 1	C3	RENTAL CAR TAX	117441	15.60
JOB # 1	D5	SERVICE POLICY	117441	-206.40
			TOTAL - MISC	-190.80

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	180.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	15.60
TOTAL MISC DISC	-206.40
TOTAL TAX.....	10.80
TOTAL INVOICE $	**0.00**

* [ ] CASH [ ] CHECK CK NO. [ ]
* [ ] VISA [ ] MASTERCARD [ ] DISCOVER
* [ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

WE PROVIDE FREE BODY REPAIR ESTIMATES FOR ALL OUR CUSTOMERS!

PLEASE CONTACT RANDY REDINGER OUR BODYSHOP MANAGER

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You
Bryan & Cheryl
Harhai

EXHIBIT
"C"

 CUSTOMER COPY [END OF INVOICE] 09:15am

CHWS117441

CUSTOMER No.	ADVISOR	TAG No.	INVOICE DATE	INVOICE No.
7947	DOUGLAS KLINE 3756	KW31	03/15/05	CHWS117441

LABOR RATE	LICENSE No.	MILEAGE	COLOR	STOCK No.
55.40		10,687	MAGNESIUM/	05159

[redacted]
GREENSBURG, PA [redacted]

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
05/DODGE TRUCK/GRAND CARAVAN/GRAND C	10/12/04	38

VEHICLE I.D. No.	SELLING DEALER NO.	PRODUCTION DATE
2 D 4 G P 4 4 L 4 5 R [redacted]		

F. T. E. No.	P.O. No.	R.O. DATE
	49646	02/19/05

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		MO: 11192

LABOR----------
J# 1 03CHZ99 MISC. ELECTRICAL HOURS: 1.10 TECH(S):12688 17342 60.94

CUSTOMER STATES: THAT THE DOORS AND LOCKS WILL OPERATE ON
THERE OWN.YOU HAVE TO START THE VAN THE GET THEM TO STOP.
SEE RO 117224. ALSO DRIVERS SLIDING DOOR WILL OPEN BY ITSELF
HEADLAMPS WON'T COME ON AND LIGHTS WILL DIM AND SHUT OFF.
SEE NOTE ATTACH TO BACK
CAUSE INTERNAL FAULT IN BCM FOR LOCKS, IMMOBILIZER FOR DOOR
AND HEADLAMP SWITCH FOR LIGHTS
CORRECTION PERFORM DIAGNOSTIC, REPLACE BCM, IMMOBILIZER AND
HEADLAMP SWITCH.

TOTAL - LABOR 60.94

PARTS	QTY	FP	NUMBER	DESCRIPTION	U/COST	E/COST	U/PRICE	
JOB # 1	1		4727295-AF	MODULE IM 8035031	58.30	58.30	81.62	81.62
JOB # 1	1		ZL651J8-AB	SWITCH LI 8053003	29.00	29.00	40.60	40.60
				JOB # 1 COST TOTAL		87.30		
						TOTAL - PARTS		122.22

SUBLET	PO#	VEND INV#	INV.DATE	DESCRIPTION	
JOB # 1	49646	411229	03/15/05	RENTAL USAGE FOR 5 DAYS	150.00
				TOTAL - SUBLET	150.00

R/O TAX 0.00
R/O TOTALS 333.16

WARRANTY CLAIM DETAIL TOTALS----------

CLAIM#.....	TOTAL....
117441	333.16
CLAIM TOTALS	333.16

APPROVED BY SIGNATURE

 SERVICE FILE COPY-W [CONTINUED ON NEXT PAGE] 09:15am

THE NEW TEAM **KUNKLES**

CHRYSLER • PLYMOUTH • DODGE • SUBARU
P.O. Box 436
Delmont, PA 15626-0436

SUBARU

CUSTOMER NO.	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO.
7947	DOUGLAS KLINE 3756	K031	03/23/05	CHCS118311

LABOR RATE	LICENSE NO	MILEAGE	COLOR	STOCK NO.
59.50		11,457	MAGNESIUM/	05159

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
05/DODGE TRUCK/GRAND CARAVAN/GRAND C	10/12/04	38

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
2 D 4 G P 4 4 L 4 5 R [redacted]		

F. T. E. NO.	P. O. NO	R.O. DATE
	49688	03/22/05

[redacted]
GREENSBURG, PA [redacted]

[redacted] BUSINESS PHONE

COMMENTS

MO: 11458

LABOR----------

J# 1 03CHZ28 KEYLESS ENTRY HOURS: 0.40 TECH(S):17342 WARRANTY
CUSTOMER STATES: THE PASSENGER SLIDING DOOR AND THE TAIL GATE ARE OPENING ON THERE OWN. SEE ATTACHED LETTER.
CAUSE INSTALLED GROUND
CORRECTION INSTALLED GROUND STRAP AND SPRAY STATIC GUARD AS PER STAR HOT LINE

J# 2+03CHZ BODY ELECTRICAL HOURS: TECH(S):17342 WARRANTY
CUSTOMER STATES THE SPARE REMOTE NEEDS PROGRAMED.
CORRECTION REPROGRAM REMOTES

TOTAL - LABOR 0.00

SUBLET-----PO#--------VEND INV#-INV.DATE-DESCRIPTION----------
JOB # 1 49688 411453 03/23/05 RENTAL USAGE WARRANTY
TOTAL - SUBLET 0.00

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

WE PROVIDE FREE BODY REPAIR ESTIMATES FOR ALL OUR CUSTOMERS!

PLEASE CONTACT RANDY REDINGER OUR BODYSHOP MANAGER

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You
Bryan & Cheryl Harkai

EXHIBIT
"D"

 CUSTOMER COPY [END OF INVOICE] 01:27pm

THE NEW TEAM KUNKLES

CHRYSLER • PLYMOUTH • DODGE • SUBARU
P.O. Box 436
Delmont, PA 15626-0436

TELEPHONE: (724) 468-4114
FAX: (724) 468-6773

CUSTOMER NO. 7947	ADVISOR DOUGLAS KLINE 3756	TAG NO. K003	INVOICE DATE 04/06/05	INVOICE NO. CHCS118799
PAUL R PLUCKER 236 SHELBY ST GREENSBURG, PA 15601	LABOR RATE 59.50 / LICENSE NO. / MILEAGE 12,039		COLOR MAGNESIUM/	STOCK NO. 05159
	YEAR / MAKE / MODEL 05/DODGE TRUCK/GRAND CARAVAN/GRAND C		DELIVERY DATE 10/12/04	DELIVERY MILES 38
	VEHICLE I.D. NO. 2D4GP44L45R288031		SELLING DEALER NO.	PRODUCTION DATE
	F. T. E. NO. / P. O. NO.		R. O. DATE 04/06/05	
RESIDENCE PHONE 724-837-2887 / BUSINESS PHONE	COMMENTS			MO: 12039

LABOR----------

J# 1 03CHZ28 KEYLESS ENTRY HOURS: 0.30 TECH(S):17342 WARRANTY

CUSTOMER STATES RIGHT PASSENGER DOOR IS OPENING UNCOMMANDED.
CAUSE SLIDING DOOR SWITCH SHORTED
CORRECTION REPLACE OVERHEAD CONSOLE SWITCH

TOTAL - LABOR 0.00

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
JOB # 1	1		5016279-AB	SWITCH OV 8035033			

TOTAL - PARTS 0.00

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

WE PROVIDE FREE BODY REPAIR ESTIMATES FOR ALL OUR CUSTOMERS!

PLEASE CONTACT RANDY REDINGER OUR BODYSHOP MANAGER

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You
Bryan & Cheryl Harkai

EXHIBIT
"E"

 CUSTOMER COPY [END OF INVOICE] 01:13pm

THE NEW TEAM KUNKLES
CHRYSLER • DODGE • SUBARU
P.O. Box 436 64 Greensburg St.
Delmont, PA 15626-0436

TELEPHONE: (724) 468-4
FAX: (724) 668-8
GREENSBURG: (724) 603-

SUBARU

CUSTOMER NO. 7947	ADVISOR RANDALL S REDINGER 50	TAG NO.	INVOICE DATE 06/06/05	INVOICE NO. CHCS120007
[redacted] GREENSBURG, PA [redacted]	LABOR RATE 59.50 / LICENSE NO. / MILEAGE 13,845		COLOR MAGNESIUM/	STOCK NO. 05159
	YEAR / MAKE / MODEL 05/DODGE TRUCK/GRAND CARAVAN/GRAND C		DELIVERY DATE 10/12/04	DELIVERY MILES 38
	VEHICLE I.D. NO. 2 D 4 G P 4 4 L 4 5 R [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.Y.E. NO.	P.O. NO.	R.O. DATE 05/18/05	
A [redacted]	BUSINESS PHONE	COMMENTS		MO: 13846

LABOR----------

J# 1 03CHZ BODY ELECTRICAL HOURS: 0.50 TECH(S):17342 WARRANTY

CUSTOMER STATES SLIDING DOORS ARE OPENING BY THEMSELF
MAINLY DRIVERS SIDE
CAUSE: INTERNAL DEFECT
CORRECTION: REPLACED BODY CONTROL MODULE AS PER CHRYSLER
TECH.

TOTAL - LABOR 0.00

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL S.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] AMER XPRESS [ ] OTHER [ ] CHARGE

THANK YOU FOR YOUR BUSINESS!!

WE PROVIDE FREE BODY REPAIR ESTIMATES FOR ALL OUR CUSTOMERS!

PLEASE CONTACT RANDY REDINGER OUR BODYSHOP MANAGER

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes or authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

Thank You
Bryan Harkai

KING & GUIDDY

ATTORNEYS AT LAW
121 NORTH MAIN STREET
GREENSBURG, PENNSYLVANIA 15601
TELEPHONE (724) 836-1500
FAX (724) 836-1668

ROBERT W. KING
MELISSA A. GUIDDY

JONES MILLS OFFICE
(724) 593-2700

June 15, 2005

via Certified Mail No.: 7160 3901 9842 8052 8724
Daimler Chrysler Motors Co., L.L.C.
Attention: Claims Division/Customer Center
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

RE:	Purchaser:	[redacted]
	Vehicle:	2005 Dodge Grand Caravan
	VIN:	2D4GP44L45R[redacted]
	Date of Purchase:	October 12, 2004
	Place of Purchase:	The New Team Kunkles Delmont, PA 15626

Dear Sir or Madam:

Our office has been retained to represent Mr. and Mrs. [redacted] with regard to their recent purchase of a new 2005 Dodge Grand Caravan from The New Team Kunkles in Delmont, Pennsylvania. It is my understanding that, since the date of purchase, namely, October 12, 2004, the Pluckers have had to have the Grand Caravan serviced on the following occasions:

1. January 18, 2005: driver and passenger side sliding doors, tailgate/liftgate open and close on their own from a locked position, with door locks going up and down like rapid fire, causing Kunkles to replace the door lock switch and switch sliding door modules (milage: 8,921).

2. February 10, 2005: driver's side sliding door and tailgate/liftgate open on their own from a locked position, causing Kunkles to replace driver's side lock assembly and TSB for flashing BCM (body control module) (milage: 10,164).

3. February 19, 2005-March 15, 2005(in twice during this period): driver's side sliding door and tailgate/liftgate open on their own from a locked position, causing Kunkles to replace BCM module for the locks, replace headlight switch and immobilizer (milage: 10,687).

4. March 22-March 23, 2005: driver's side sliding door, tailgate/liftgate and passenger side sliding door, continue to open from locked position, causing Kunkles to install ground strap and spray static guard all over van. (milage: 11,457).

EXHIBIT
"F"

The [redacted] have also experienced problems with the Grand Caravan giving out "shocks" and the headlights either not working or dimming and shutting off.

On or about March 28, 2005, Daimler Chrysler received from the Pluckers a form setting forth their Lemon Law Claim. By that time the vehicle had been in for repair by The New Team Kunkles at least five times. Subsequent to your receipt of the Lemon Law Claim, the Pluckers have continued to experience problems with the sliding doors opening and closing from a locked position and reported the same to Kunkles, who replaced the overhead console switch on April 6, 2005 and the BCM on June 6, 2005. The problem has still not been corrected.

Other than one call received from a representative of Chrysler following its receipt of the [redacted] claim, there has been no response from Daimler Chrysler. With this letter, the Pluckers are making a claim to Daimler Chrysler under the Automobile Lemon Law for replacement of the above vehicle given that the vehicle manifested a nonconformity within the first twelve thousand miles of use and Daimler Chrysler has failed to fulfill its repair obligation. Without question, the nonconformity is a defect or condition which substantially impairs the use, value or safety of the vehicle and does not conform to your express warranty. Please contact me within seven (7) days of the date of this correspondence to discuss this matter further or suit will be filed.

Yours very truly,

Robert W. King

RWK:my
cc: [redacted]

2005 WARRANTY INFORMATION

EXCLUDING: RAM, VIPER, CROSSFIRE, PT CRUISER CONVERTIBLE, CHRYSLER 300 and DODGE MAGNUM, SRT VEHICLES and LIBERTY

DODGE

CHRYSLER

ONLY IN A Jeep

EXHIBIT "G"

tabbies

1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that DaimlerChrysler Motors Company LLC ("DaimlerChrysler") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle is registered:

- An "implied warranty of merchantability" means that your vehicle is reasonably fit for the general purpose for which it was sold.
- An "implied warranty of fitness for a particular purpose" means that your vehicle is suitable for your special purposes if those special purposes were specifically disclosed to DaimlerChrysler itself — not merely to the dealer — before your purchase, and DaimlerChrysler — not just the dealer — told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and DaimlerChrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

2. What's Covered Under DaimlerChrysler's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any defective item on your vehicle supplied by DaimlerChrysler Corporation that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception is tires.

You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are not covered by the Basic Limited Warranty:

- tires;
- Koss headphones; or
- items added or changed after the vehicle left DaimlerChrysler Corporation's manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and Koss headphone warranty statements in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The Basic Limited Warranty covers the cost of towing your vehicle to the nearest Chrysler, Dodge or Jeep dealer if your vehicle can't be driven because a covered part has failed.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer "demo" or as a DaimlerChrysler Corporation company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;
- clutch discs;
- windshield and rear window; and
- wheel alignment and wheel balancing

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

H. If Your Vehicle Leaves the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS VEHICLE IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from DaimlerChrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

2.2 Powertrain Limited Warranty

A. Who is Covered?

You are covered by the Powertrain Limited Warranty if you are the first purchaser for use of the vehicle. You are also covered if you are the second purchaser for use of the vehicle, and have paid the $150 transfer fee within 30 days of purchase. See Section 2.2.F for more information about transfer of coverage

. **What's Covered**
The Powertrain Warranty covers the cost of all parts and labor needed (less a $100 deductible per repair visit at the end of the 3 Year/36,000 Mile Basic Limited Warranty) to repair a defective powertrain component on your vehicle listed in section 2.2.1 below supplied by DaimlerChrysler Corporation that is defective in material, workmanship or factory preparation.

. **Towing Costs Are Covered**
The Powertrain Warranty covers the cost of towing your vehicle to the nearest Chrysler, Dodge or Jeep dealer if your vehicle can't be driven because a covered part has failed.

D. When It Begins
The Powertrain Warranty begins at the end of the Basic Limited Warranty, on either of the following dates, whichever is earlier:

- the date your vehicle has been in service for more than 36 months; or
- the date you've put more than 36, 000 miles on the odometer.

E. When It Ends
The Powertrain Warranty lasts for 7 years from the date your vehicle has been in-service or 70,000 miles on the odometer, whichever occurs first, to the first owner.

F. Transfer of Powertrain Warranty
To transfer the Powertrain Warranty, you must have an authorized Chrysler, Dodge or Jeep dealer process a "Transfer of Coverage Application" for you. The cost for this service is $150. You pay this fee directly to the dealer. You must apply for a coverage transfer within 30 days from the date you buy the vehicle.

G. No Coverage to Second Purchaser if Transfer Fee is Not Paid
If you do not transfer the remainder of the 7 year/70,000 mile Powertrain Limited Warranty coverage and pay the transfer fee, or if you are the third (or subsequent) owner of the vehicle, the Powertrain Limited Warranty described in this Section 2.2 does not apply to you.

H. Some Commercial Vehicles Are Excluded
Vehicles used as a police vehicle, taxi, limousine, postal delivery vehicle, ambulance or rental vehicle are not covered by the 7 Year/70,000 Mile Powertrain Limited Warranty.

I. Parts Covered
The Powertrain Warranty covers these parts and components of your vehicle's powertrain:

Gasoline Engine: cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Transmission: transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive: transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.
NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All Wheel Drive (AWD): power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive: rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4): transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

WHAT'S COVERED UNDER
DAIMLERCHRYSLER'S WARRANTIES

2.3 Corrosion Warranty

A. Who is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.6.

C. How Long It Lasts

This warranty starts when your Basic Limited Warranty begins under 2.1(E).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or 100,000 miles on the odometer, whichever occurs first.

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-DaimlerChrysler Motors Company LLC ("DaimlerChrysler") parts, components, or equipment (such as a non-DaimlerChrysler radio or speed control); and
- using special non-DaimlerChrysler materials or additives.

But your warranties don't cover any part that DaimlerChrysler didn't supply or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-DaimlerChrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-DaimlerChrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine DaimlerChrysler / MOPAR accessories installed by an authorized Chrysler, Dodge or Jeep dealer;
- applying rustproofing or other protection products; or

- using any refrigerant that DaimlerChrysler or DaimlerChrysler Corporation has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

- lubrication;
- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time;
- inconvenience;
- the loss of the use of your vehicle;
- the cost of rental vehicles, gasoline, telephone, travel, or lodging;
- the loss of personal or commercial property; and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

3.5 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.6 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and

- corrosion of special bodies, body conversions, or equipment not made or supplied by DaimlerChrysler Corporation or DaimlerChrysler.

3.7 When Powertrain Limited Warranty Does Not Apply

You are not covered by the Powertrain Limited Warranty if you are a second owner and a transfer of coverage was not made; if you are the third (or subsequent) owner of the vehicle; or if the vehicle was used as a police vehicle, taxi, limousine, postal delivery vehicle, ambulance or rental vehicle

3.8 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by DaimlerChrysler (however, authorized DaimlerChrysler or MOPAR remanufactured parts are covered);

- windshield or rear window damage fromexternal objects;
- any changes made to your vehicle that don't comply with DaimlerChrysler Corporation specifications; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.9 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

DaimlerChrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.10 Restricted Warranty

Your warranties can also be restricted by DaimlerChrysler. DaimlerChrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by DaimlerChrysler before covered repairs are performed.

4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, DaimlerChrysler Motors Company LLC ("DaimlerChrysler") may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet DaimlerChrysler Corporation standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape and CD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

4.2 Pre-Delivery Service

A defect or damage to the mechanical, electrical, sheet metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

DaimlerChrysler Corporation, DaimlerChrysler and its dealers reserve the right to make changes in vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

4.4 Governing Law and Other Terms

All of the warranties, except for the Federal Emissions and noise warranty, and the California Emissions warranties, are made under Michigan law, and Michigan law will be used to interpret them. Punitive, exemplary or multiple damages may not be recovered unless applicable state or local law prohibits their disclaimer. No person, including DaimlerChrysler employees or dealers may modify or waive any part of these warranties.

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires DaimlerChrysler Motors Company LLC ("DaimlerChrysler") to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. DaimlerChrysler covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

- Air system controls,
- distributor and its components,
- electronic fuel injection system, including sensors,
- evaporative emission canister and controls,
- exhaust manifold,
- [illegible] system,
- [illegible] and catalyst,
- fuel cap and fuel [illegible] pump and fuel lines,
- ignition coil and ignition module,
- intake manifold,
- on-board diagnostic [illegible] components,
- oxygen sensors,
- positive crankcase ventilation (PCV) valve or orifice,
- secondary ignition wires,
- spark plugs,

- throttle body;
- transmission control module;
- vacuum hoses, clamps, and fittings, as well as tubing used for these components;
- vacuum temperature, throttle, speed, time-sensitive valves, sensors, and switches used in these components and systems.

B. Parts Covered for 8 years or 80,000 miles

If your vehicle has any of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first.

These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The covered parts are:

- catalytic converter; and
- powertrain control module.

C. Additional Emission Warranties

If your vehicle is equipped with a California Certified Emission Control System and is registered in California, Massachusetts, Maine or Vermont, the California Emission Warranty — described in Section 8.3 — also applies.

5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, as long as:

- your vehicle has failed a federally approved state or local emissions test;
- your vehicle has been maintained and operated properly up until it fails such a test; and
- you face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6 explains how to get service under this warranty.

5.3 California Emission Warranty

Your Warranty Rights and Obligations (Applies Only to Vehicles Certified for Sale and Registered in the State of California)

The California Air Resources Board is pleased to explain the emission control system warranty on your 2005 model vehicle. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards.

DaimlerChrysler Motors Company LLC ("DaimlerChrysler") must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel injection system, the ignition system, catalytic converter, and powertrain control module. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, DaimlerChrysler will repair your vehicle at no cost to you, including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE:

For 3 years or 50,000 miles, whichever first occurs:

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by DaimlerChrysler to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emission-related part on your vehicle is defective, the part will be repaired or replaced by DaimlerChrysler. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles, whichever first occurs:

1. If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles is defective, the part will be repaired or replaced by DaimlerChrysler. This is your long-term emission control system DEFECTS WARRANTY.

5.3 California Emission Warranty Contd.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the **required maintenance listed in your owner's manual**. DaimlerChrysler recommends that you retain all receipts covering maintenance on your vehicle, but DaimlerChrysler cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the owner, you are responsible for presenting your vehicle to a Dodge or Jeep dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed **30 days**.

5.3 California Emission Warranty Contd.

As the vehicle owner, you should also be aware that DaimlerChrysler may deny your warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact the DaimlerChrysler National Customer Relations, at 800/992-1997 or the California Air Resources Board at PO Box 8001, El Monte, CA 91731-2990.

A. Parts and Performance Covered for 3 Years or 50,000 Miles, Whichever Occurs First

California law requires DaimlerChrysler to warrant that if any emission-related part on your vehicle is defective, DaimlerChrysler will repair or replace the part.

The repair or replacement will be made at no charge to you for diagnosis, parts or labor. Any other parts damaged by the failure of a defective part will also be repaired or replaced.

In addition, if your vehicle fails a smog check inspection, DaimlerChrysler will make all necessary repairs and adjustments to ensure that your vehicle passes the inspection.

Your emission control system may include parts such as the fuel injection system, ignition system, catalytic converter and powertrain control module. Also included may be hoses, belts, connectors and other emission-related assemblies.

5.3 California Emission Warranty Contd

B. Parts Covered for 7 Years or 70,000 Miles, Whichever Occurs First

DaimlerChrysler also warrants that every part listed below — if installed as original equipment — is free from defects. These parts are:

Caravan, Grand Caravan, Town & Country

- fuel pump
- fuel tank

Pacifica

- fuel tank assembly
- intake manifold (Step-Up Engine)

Where parts are scheduled for replacement as normal maintenance, this warranty applies until the first scheduled maintenance point listed in the owner's manual.

C. Parts Covered for 8 Years or 80,000 Miles, Whichever Occurs First

(See Extended Emission Warranty, 5.4)

- Engine Computer
- Powertrain Control Module

D. Getting Service Under This Warranty

See Section 2, Explanation of get service or [illegible] warranty.

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge or Jeep dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle [illegible] that you get [illegible] service. If you move [illegible] United States, warranty service may [illegible] authorized Chrysler [illegible]

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your DaimlerChrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge or Jeep dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge or Jeep dealer. They should give you the same warranty service you receive in the United States.

- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your vehicle.)
- When your vehicle returns to the United States, contact the DaimlerChrysler Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of: the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the DaimlerChrysler Customer Assistance Center (see [illegible]) and the customs department of the destination country before you move. Vehicle [illegible] considerably from country to country. You may be required to present documentation [illegible] to DaimlerChrysler in order to [illegible] warranty coverage. You may also be required to show documentation from DaimlerChrysler in order to register your vehicle in [illegible]

E. Notice.

[illegible] United States and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered in United States government offices or military personnel on assignment [illegible] United States are not to be covered.)

6.2 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge or Jeep dealer, follow the reimbursement procedure in 6.1(E).

6.3 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge or Jeep dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. Further Steps You Can Take, and How to Get More Information

If you think your dealer has wrongly denied you emission warranty coverage, follow the steps described in 7.1. DaimlerChrysler will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

[illegible]
[illegible] Warranty Section
Environmental Protection Agency
[illegible] Pennsylvania Avenue, NW
Mail Code [illegible]
Washington, D.C. [illegible]

HOW TO GET WARRANTY SERVICE

6.4 Getting Service Under the California Emission Warranty

A. What to Do If You Fail a Smog Check

If a vehicle fails a state Smog Check test during the [illegible] period, DaimlerChrysler will repair the vehicle so that it [illegible] a State Smog Check retest. The owner should take the vehicle to any authorized Chrysler, Dodge or Jeep dealer for warranty repairs and give a copy of the failed Smog Check test report to the dealer. If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

B. What to Do to Get Warranty Service

To get warranty service – even if you're traveling – take your vehicle to any Chrysler, Dodge or Jeep dealer. DaimlerChrysler recommends that you take your vehicle to a dealer who sells the same make of vehicle as yours. Our dealers will perform any warranty service without charging you for diagnosis, parts or labor.

C. Emergency Emission Warranty Service

If you need emergency service under this warranty and a Chrysler, Dodge or Jeep dealer is not readily available, you may have your vehicle repaired by anyone using any brand of repair parts. However, DaimlerChrysler Corporation recommends that you do the following before having repairs made:

- Contact the DaimlerChrysler Customer Center and ask for help with emission warranty service. (You'll find the address and telephone number of the Customer Center at 7.2.)
- The Customer Center will recommend an authorized servicing dealer or help you find a qualified independent servicing dealer.
- If you are going to [illegible] an independent servicing dealer, make arrangements during your first contact with the Customer Center for getting reimbursed for emergency repairs (including labor and diagnosis). [illegible]
- [illegible]

Reimbursement for [illegible] DaimlerChrysler [illegible]. Reimbursement for labor will be based on DaimlerChrysler's recommended time allowance for the repair and on the appropriate hourly labor rate in the geographic area where you had the work done.

Before DaimlerChrysler will reimburse you for emergency repairs under this warranty, you will have to provide DaimlerChrysler with details on why the situation was an emergency and why dealer service was unavailable. Under this warranty, an emergency occurs if a part will not be available within 30 days or if a repair can't be completed within 30 days.

D. How to Get More Information

If you want more information about getting service under the California Emission Warranty, you can contact one of the following:

DaimlerChrysler Motors Company LLC
National Customer Relations
(800)992-1997

California Air Resources Board
PO Box 8001
El Monte, California 91734-8001

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, DaimlerChrysler Motors Company LLC ("DaimlerChrysler") recommends that you do the following:

Step 1: [illegible] your problem with the service or sales manager of the dealership.

Step 2: If your dealership still can't resolve the problem, contact the DaimlerChrysler Customer Center. You'll find the address at 7.2.

B. What DaimlerChrysler Corporation Will Do

Once you have followed the two steps described in 7.1 A, a DaimlerChrysler representative at DaimlerChrysler headquarters will review your situation. If it's something that DaimlerChrysler can help you with, DaimlerChrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if DaimlerChrysler can't help you, DaimlerChrysler will acknowledge your contact and explain DaimlerChrysler's position.

C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky and Minnesota ONLY:

If you can't resolve your warranty problem after following the two steps described in "1(A), and you live in Arkansas, Idaho, Kentucky or Minnesota ONLY, you can contact the DaimlerChrysler Motors Company LLC Customer Arbitration Process in your area.

The Process is not available for residents of other states. You may obtain a brochure describing DaimlerChrysler Motors Company LLC's Customer Arbitration Process, including an application, by calling 1-800-992-1997. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
DaimlerChrysler Motors Company LLC
Customer Arbitration Process
P.O. Box 560208
Dallas, TX 75356-0208

The CAP reviews only vehicle disputes involving DaimlerChrysler Motors Company LLC ("DaimlerChrysler") Limited Warranty or a DaimlerChrysler Mopar Part Limited Warranty on a DaimlerChrysler Corporation vehicle. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury, property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing selling dealer, 5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

HOW TO DEAL WITH WARRANTY PROBLEMS

upon receipt of your request.

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request DaimlerChrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or DaimlerChrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, DaimlerChrysler will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.

• If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
• If you requested a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor DaimlerChrysler need be present.
• NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or DaimlerChrysler and the time by which the action must be taken. The decision will be binding on the dealer and DaimlerChrysler but not on you unless you accept the decision.
• If any action is required on the part of the dealer or DaimlerChrysler you will be contacted within ten (10) days after the date by which the dealer or DaimlerChrysler must act to determine whether performance has been rendered.
• The entire dispute settlement process will normally take no longer than 40 days.
• The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows DaimlerChrysler requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws.

In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the DaimlerChrysler Customer Center at the address in "7.2."

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of DaimlerChrysler Motors Company LLC customer-service centers that you may use wherever you happen to be [illegible]

• In the United States,
DaimlerChrysler Motors Company LLC
Customer Center
[illegible]

To contact DaimlerChrysler by email, [illegible] following websites
[illegible] "Contact Chrysler" [illegible]
www.dodge.com [illegible] click on the [illegible]

- In Canada:
  DaimlerChrysler Canada, Inc
  Customer Service
  Chrysler Centre
  P.O. Box 1621
  Windsor, Ontario, N9A 4H6
  Phone (800) 268-2767

- In Mexico, contact the Customer Relations Office for Chrysler, Dodge and Jeep vehicles:
  1240 Prolongacion Paseo de la Reforma Ax
  Santa Fe, C.P. 05109
  Deleg. Cuajimalpa, Mexico
  Phone (in Mexico) (015) 508 1-7568
  Phone (outside Mexico) (800) 505-1300

- In Puerto Rico and U.S. Virgin Islands:
  Customer Service
  Chrysler International Services S.A.
  Box 191857
  San Juan, Puerto Rico 00919-1857
  Phone (787) 782-5787
  Fax (787) 782-3345

8. Optional Service Contract

DaimlerChrysler Motors Company LLC's or DaimlerChrysler Service Contract Company LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They complement but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and DaimlerChrysler Motors Company LLC (DaimlerChrysler) concerning your maintenance of your vehicle, DaimlerChrysler will require you to provide proof that your vehicle was properly maintained.

For your convenience, DaimlerChrysler has prepared a Maintenance Logbook which is included in your Owner's Literature Package. You should use this Maintenance Logbook to keep track of scheduled maintenance, either by routinely having the reports entered in your Maintenance Logbook or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Logbook.

9.2 Where to Go For Maintenance

DaimlerChrysler recommends that you return to the dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. Dealer-installed parts have been specifically tested to provide [illegible] performance and sport procedures [illegible] DaimlerChrysler Corporation vehicle.

Authorized Chrysler, Dodge or Jeep dealers will help ensure that all your service needs are met and that you're completely satisfied. DaimlerChrysler strongly recommends you use genuine DaimlerChrysler MOPAR parts to maintain your vehicle.

VERIFICATION

I, [redacted] have read the foregoing **COMPLAINT**. The statements therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

[redacted]

Date: 7/7/05

VERIFICATION

I, [redacted], have read the foregoing **COMPLAINT**. The statements therein are true and correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.

[redacted]

Date: 7/7/05

1169907 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
06/22/2006
Log Number 511258841

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
JUN 30 2006

RE: **Process Served in Indiana**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: [redacted]tfs vs. DaimlerChrysler Corporation, Dft

DOCUMENT(S) SERVED: Summons, Complaint and Exhibits

COURT/AGENCY: Miami County Superior Court, IN
Case # 52D010606PL223

NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - RE: 2005 Dodge Caravan, VIN 2D4GP44L15R[redacted]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Indianapolis, IN

DATE AND HOUR OF SERVICE: By Certified Mail on 06/22/2006 postmarked on 06/20/2006

APPEARANCE OR ANSWER DUE: 23 Days

ATTORNEY(S) / SENDER(S): John D. Barker
Krohn & Moss, Ltd.
120 West Madison Street
10th Floor
Chicago, IL, 60602
312-578-9428

7/15

ACTION ITEMS: SOP Papers with Transmittal, via Fed Ex 2 Day, 791027158384
Email Notification, Richard D Houtman sprocess@dcx.com

SIGNED:
ADDRESS: C T Corporation System
251 E. Ohio Street
Suite 1100
Indianapolis, IN, 46204

TELEPHONE: 317-396-9747

2006 JUN 23 PM 1:39

RECEIVED
JUN 27 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

STATE OF INDIANA)
)S.S.
COUNTY OF MIAMI)

25 N. Broadway P.O. Box 184
Peru, Indiana 46970
(765) 472-3901

BRETT PURSEL and
WENDI PURSEL

Plaintiff(s)

DAIMLERCHRYSLER CORPORATION

Defendant(s)

Cause No. 52D01- 0606 - PL - 00223

SUMMONS

THE STATE OF INDIANA TO THE DEFENDANT:

DaimlerChrysler Corporation
c/o CT Corporations
251 E. Ohio Street
Suite 1100
Indianapolis, Indiana 46204

You have been sued by the person(s) identified as "Plaintiff" in the Court stated above.

The nature of the suit against you is stated in the COMPLAINT which is attached to this SUMMONS. It also states the demand which Plaintiff has made against you.

You must either personally or by your attorney file your written answer to the COMPLAINT with the Clerk within twenty (20) days commencing the day after this SUMMONS and the COMPLAINT were personally served upon you or your agent or left for you by the Sheriff or other process server.

In the event the SUMMONS and COMPLAINT were left for you and you then receive by first class mail (not certified) a copy of the SUMMONS alone, this mailing is merely a confirmation that the SUMMONS and COMPLAINT were previously left for you. You should not consider the date on which you receive the mailed SUMMONS as the commencement date for the time period allowed for your answer. Rather, the time period allowed for your written answer commences on the date when the SUMMONS and COMPLAINT were first personally served upon you or your agent or left for you by the Sheriff or other process server.

However, if you or your agent first received the SUMMONS and the COMPLAINT by certified mail, you have twenty-three (23) days from the date of receipt to file your written answer with the Clerk.

If you fail to answer the COMPLAINT of the Plaintiff within the times prescribed herein, judgment will be entered against you for the Plaintiff has demanded.

If you claim against the Plaintiff arising from the same transaction or occurrence, you may be required to assert such claim in writing together with your written answer.

The following manner of service is hereby designated: Certified Mail

KROHN & MOSS, LTD.
John D. Barker
Attorney for Plaintiff
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 22885-49

Date: June 12, 2006

CLERK OF THE MIAMI CIRCUIT AND SUPERIOR COURTS

By: Trudy McCrae
Deputy Clerk

IN THE SUPERIOR COURT
MIAMI COUNTY, INDIANA

BRETT PURSEL and WENDI PURSEL,	)	52D01- 0606 - PL - 00223
Plaintiffs,	)	
v.	)	No.
DAIMLERCHRYSLER CORPORATION,	)	
Defendant.	)	

FILED
JUN 12 2006
Judy McCrae
Clerk Miami Superior Court

COMPLAINT

NOW COME the Plaintiffs, BRETT PURSEL and WENDI PURSEL, by and through Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant, DAIMLERCHRYSLER CORPORATION, alleges and affirmatively states as follows:

PARTIES

1. Plaintiffs, BRETT PURSEL and WENDI PURSEL ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Indiana.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Indiana and is engaged in the manufacture, sale, and 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 Bob Schwartz ("Seller"). Manufacturer does business in all counties of the State of Indiana.

BACKGROUND

3. On or about September 7, 2004, Plaintiffs purchased from Seller a 2005 Dodge Caravan ("Caravan"), manufactured by Manufacturer, Vehicle Identification No. 2D4GP44L15R254936, for valuable consideration (A copy of Plaintiff's purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the Caravan, excluding registration charges, document fees, sales tax, and other collateral charges, such as bank and finance charges, totaled more than $26,049.00

5. In consideration for the purchase of the Caravan, Manufacturer issued and supplied to Plaintiffs several written warranties, including a three (3) year or thirty -six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's Warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into a sales and service agreement with Manufacturer that is reduced to a writing.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.

12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the subject vehicle.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the subject vehicle that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. The retail price of the subject vehicle is determined by Manufacturer and not Seller.

15. On or about September 7, 2004, Plaintiff took possession of the Caravan and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Caravan.

16. The defects described below violate the express written warranties issued to Plaintiffs by Manufacturer, as well as the implied warranty of merchantability.

17. Plaintiffs brought the Caravan to Seller and/or other authorized service dealers of Manufacturer for various defects, including but not limited to the following:

a. Defective electrical system as evidenced by inoperable headlights, inoperable dash lights, , doors locking and unlocking on their own and inability to open doors;

b. Defective engine as evidenced by illumination of the check engine light and dying;

c. Defective steering and/or suspension as evidenced by leak; and

d. Any additional defects as contained on repair orders of Manufacturer's authorized dealerships.

18. Plaintiffs provided Manufacturer through Seller and/or other authorized dealers of Manufacturer sufficient opportunities to repair the Caravan.

19. Manufacturer through its authorized dealers was unable and/or failed to repair the Caravan within a reasonable number of attempts.

20. Plaintiffs justifiably lost confidence in the Caravan's reliability and said defects have substantially impaired the value of the Caravan to Plaintiffs.

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

22. As a result of these defects, Plaintiffs revoked acceptance of the Caravan in writing on April 4, 2006 (A copy of said letter is attached hereto and marked as Exhibit "B").

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

24. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

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

26. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its express and implied warranties.

27. Plaintiffs did not submit to Manufacturer's informal dispute procedure prior to filing this Complaint as Manufacturer's informal dispute mechanism is not certified by the Indiana Attorney General (See Exhibit "C").

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

28. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

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

30. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

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

32. 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 Caravan was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

33. Plaintiffs' purchase of the Caravan was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Caravan to repair the Caravan or take other remedial action free of charge to Plaintiffs with respect to the Caravan in the event that the Caravan failed to meet the specifications set forth in said undertaking.

34. Said warranties were the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Caravan to Plaintiffs.

35. Said purchase of Plaintiffs' Caravan was induced by, and Plaintiffs relied upon, these written warranties.

36. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in the written warranties.

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; 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

38. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

39. The Caravan purchased by Plaintiffs were 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.

40. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

41. 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.

42. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Caravan 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 Caravan was intended.

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

44. The above described defects in the Caravan render the Caravan unfit for the ordinary and essential purpose for which the Caravan was intended.

45. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continues to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
d. Such other and further relief that the Court deems just and appropriate.

COUNT III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d) OF THE MAGNUSON-MOSS WARRANTY ACT MANUFACTURER

46. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

47. Manufacturer's tender of the Caravan was substantially impaired to Plaintiffs.

48. Manufacturer's tender of the Caravan, which was substantially impaired to Plaintiffs, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
b. Incurred and/or needed costs of repair;
c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
d. Such other and further relief that the Court deems just and appropriate.

COUNT IV
INDIANA MOTOR VEHICLE PROTECTION ACT

49. Plaintiffs reallege and incorporate by reference as though fully set forth herein, paragraphs 1-27 of this Complaint.

50. Plaintiffs have presented the Caravan to Seller and/or other authorized service dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities, and those defects and/or non-conformities continue to exist and/or the Caravan has been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30th) business day.

51. Pursuant to the Act, the Caravan does not conform to the express warranties issued to Plaintiffs by Manufacturer.

52. Pursuant to the Act, Plaintiffs are entitled to a refund of the full price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiffs, BRETT PURSEL and WENDI PURSEL, pray for judgment against Manufacturer as follows:

a. Return of the Caravan's purchase price and all incidental and consequential damages incurred by Plaintiffs;
b. Incurred and/or needed costs of repair;
c. Return of all finance charges incurred by Plaintiffs for the Caravan;
d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
e. Such other and further relief that this Court deems just and appropriate.

JURY DEMAND

* Plaintiffs demand trial by jury on all issues in this action.

Respectfully Submitted,
BRETT PURSEL and WENDI PURSEL

By: _____
Attorney for Plaintiffs

John D. Barker
KROHN & MOSS, LTD.
120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428
Attorney No. 22885-49

EXHIBIT A

WENDI K PURSEL & BRETT W PURSEL
3324 NORTH LINCOLN ST.
PERU IN 46970 MIAMI

CREDITOR (SELLER) NAME AND ADDRESS
Bob Schwartz Chrysler-Dodge-Jeep, Inc.
100 Washington Ave
Peru, IN 46970

Creditor ("us" and "we") agrees to sell, and buyer and co-buyer, if any, (collectively "Buyer", "You" and "Your") after being quoted both a cash and credit price, agrees to buy from Creditor on a credit price basis ("Total Sale Price"), subject to the terms and conditions set forth on both the front and back of this contract, the vehicle ("Vehicle") described below. You acknowledge delivery and acceptance of the Vehicle.

DESCRIPTION OF VEHICLE ☒ NEW ☐ USED	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	Description of Trade-In	YEAR & MAKE	MODEL
	2005	Dodge	V-6 Grand	2D4GP44L15R254936		N/A 2001 TOYOTA	N/A MATRIX

FEDERAL TRUTH-IN-LENDING DISCLOSURES

AMOUNT FINANCED	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price

Payment Schedule

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
		☐ Monthly ☐

Prepayment. If you pay off early, you will not have to pay a penalty.

Late Charge. The payment or part thereof is more than 10 days late, you will be charged a late charge of $ 15.00. The late charge dollar amount is subject to change as allowed by IC 24-4.5-1-106 of the Indiana Uniform Consumer Credit Code.

Security Interest. You are giving us a security interest in the Vehicle being purchased.

Filing Fees $ N/A

Contract Provisions. See the back of this contract for any additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

YOU ARE REQUIRED TO HAVE PHYSICAL DAMAGE INSURANCE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY, GUARANTEED AUTOMOTIVE PROTECTION COVERAGE AND OTHER OPTIONAL INSURANCE/COVERAGE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

☒ CREDIT LIFE PREMIUM $ N/A
INSURER N/A
INSURED(S) N/A
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☒ CREDIT DISABILITY PREMIUM $ N/A
INSURER N/A
INSURED(S) N/A
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☐ MECHANICAL BREAKDOWN N/A
TERM N/A PREMIUM $ N/A
INSURER N/A
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

☐ TYPE: TERM
PREMIUM $ N/A
INSURER/PROVIDER
BUYER'S SIGNATURE
CO-BUYER'S SIGNATURE

1. Cash Price
   a. Vehicle (including accessories, delivery, installation charges, if any) 25089.00
   b. Sales Tax 687.96
   c. Documentary Fee N/A
   d. Service Contract (optional) N/A
   e. Cash Price $ 26736.96
2. Downpayment
   a. Downpayment 0.00
   b. Downpayment Deferred N/A until
   c. Downpayment Deferred N/A until
   d. Manufacturer's Rebate 2500.00
   e. Gross Allowance on Trade-In $ 12000.00
   f. Pay-off on Trade-In $ 5127.16
   g. Net Allowance on Trade-In 6872.84
   h. Downpayment $ 9372.80
      If less than $0, disclose on Line 3a and enter $0 for the Downpayment.
3. Unpaid Balance of Cash Price $ 17364.32
   a. Unpaid Trade-In Lien Amount to be Financed** $ 0.00
      ** Paid to: TOYOTA FINANCE CORP
4. Other Charges Including Amounts Paid to Others on Your Behalf*
   a. Paid to Public Officials for:*
      (i) Other Taxes IN Tire Tax 1.25
      (ii) Filing Fees N/A
      (iii) License Fees N/A
      (iv) Certificate of Title Fees N/A
      (v) Registration Fees N/A
   b. Paid to: Dealer
      For: Service Contract* 1510.00
   c. Paid to:
      For: N/A* N/A
   d. Paid to:
      For: N/A* N/A
   e. Paid to:
      For: N/A* N/A
   f. Paid to Insurance Companies for Insurance for:*
      (i) Optional Mechanical Breakdown N/A
      (ii) Optional Credit Life N/A
      (iii) Optional Credit Accident & Health N/A
   g. Subtotal $ 1511.25
5. Amount Financed $ 18875.57

*Seller may be retaining a portion of these amounts.

Primary Use of Vehicle. You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes. ☐

SEE BACK OF THIS CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS, INCLUDING IMPORTANT ARBITRATION DISCLOSURES AND PRIVACY POLICY.

CONSUMER PAPER

NOTICE TO THE BUYER: Do not sign this contract before You read it or if it contains any blank spaces. You are entitled to an exact copy of the contract You sign.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED-IN COPY OF THIS CONTRACT.

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and retain its right to receive a part of the finance charge.

BUYER'S SIGNATURE Wendi K Pursel
CO-BUYER'S SIGNATURE Brett W. Pursel

THIS CONTRACT IS ACCEPTED BY THE CREDITOR (SELLER) AND ASSIGNED TO DC SERVICES N.A. LLC ("ASSIGNEE") IN ACCORDANCE WITH THE TERMS OF THE ASSIGNMENT SET FORTH ON THE REVERSE HEREOF.

EXHIBIT B

Krohn & Moss, Ltd.

(Arizona, California, Florida, Georgia, Illinois, Indiana, Missouri, Nevada, Ohio, Wisconsin)

Main Office
120 West Madison, 10th Floor
Chicago, Illinois 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 230
Writer's Direct Facsimile
(866) 289-6141
Writer's Direct E-Mail
jbarker@consumerlawcenter.com

Writer licensed to practice only in: Indiana

April 4, 2006

DaimlerChrysler Motors Company LLC
Customer Center
P.O. Box 21-8004
Auburn Hills, Michigan 48321-8004

RE: Pursel, Brett & Wendi v. DaimlerChrysler Corporation

Our Clients:	Brett Pursel & Wendi Pursel
Vehicle:	2005 Dodge Caravan
Date of Delivery:	September 7, 2004
VIN:	2D4GP44L15R254936
Our File No.:	H06006616S

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against DaimlerChrysler Corporation pursuant to the Federal Magnuson-Moss Warranty Act and/or Indiana Lemon Law with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENTS UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU.

IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

There were numerous non-conformities with my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both Federal and State law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. Defective electrical system as evidenced by inoperable headlights, inoperable dash lights, , doors locking and unlocking on their own and inability to open doors;
2. Defective engine as evidenced by illumination of the check engine light and dying;
3. Defective steering and/or suspension as evidenced by leak; and
4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Accordingly, my clients have had enough! Because of the inordinate amount of repairs within the applicable warranty period, my clients have justifiably lost confidence in the vehicle.

As I am sure you are aware, the "Shaken Faith" doctrine under the U.C.C. states:

> "For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension." Zabriskie Chevrolet, Inc. v. Smith

Other courts have gone on to state that the vehicle owner that was plagued by a series of annoying minor defects which were never repaired after a number of attempts, could revoke. See Durfee v. Rod Baxter Imports.

Concerning the amount of grief a person need take with a vehicle, one court expressed the consumers lament in the following manner:

> There comes a time when enough is enough - when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the seller's repeated good faith efforts to fix the car. Rester v. Morrow.

My clients' repair history clearly shows there was a breach of the written warranty "based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty." Kure v. Chevrolet Motor Division, 581 P.2d 603, 608.

Therefore, you are hereby notified that my clients are revoking acceptance of the vehicle and have directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for damages.

Please be advised that under U.C.C. § 2-711(3) my clients have a security interest in the car for return of the total amount above, plus expenses in handling and inspecting the car. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Indiana Consumer Fraud remedies.

If the seller [or, if applicable the assignee, or any creditor subject to the FTC Holder Rule] has filed a financing statement covering the goods, I demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of $100.00 plus any loss caused my client by your failure.

To avoid any further litigation, my clients merely request a full refund for the defective product plus payment of attorneys' fees and will waive any incidental and consequential damages for aggravation and inconvenience at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Think of the time, money and effort both sides would save with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office within fourteen (14) days. If the matter has not been resolved within that time, we will file a formal claim.

Sincerely,

John D. Barker
Attorney at Law

JDB/jkp
cc: Mr. & Mrs. Pursell

EXHIBIT C

STATE OF INDIANA
ATTORNEY GENERAL
STEVE CARTER

March 24, 2006

John D. Barker
Attorney at Law
Krohn & Moss, Ltd.
120 West Madison, 10th Floor
Chicago, IL 60602

RE: Indiana Lemon Law

Dear Mr. Barker:

The informal dispute programs certified by the Indiana Attorney General's office pursuant to Indiana Code § 24-5-13-19, are:

General Motors, and
Volkswagen of America, and
Mitsubishi Motors of America and
Saturn Corporation, and
Kia Motors America, and
Isuzu Motors America

If I can provide additional information, feel free to call me at (317) 233-3973.

Sincerely,

Mary Ann Wehmueller
Deputy Attorney General

DIVISION OF CONSUMER PROTECTION
INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR
302 WEST WASHINGTON STREET · INDIANAPOLIS, IN 46204-2770
TELEPHONE (317) 232-6330 · (800) 382-5516

1/58178 WL CS

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
08/09/2005
Log Number 510447821

Claim to Case

RECEIVED
AUG 16 2005
Blackwell Igbanugo P.A.

TO: Richard D Houtman
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Florida**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Amanda Saa, Pltf. vs. Daimlerchrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibits, Interrogatories, Requests for Production/Admissions
COURT/AGENCY:	Osceola County Circuit Court, FL, Osceola, FL Case # CI-05-CI-1612
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - 2005 Dodge Caravan (electrical system)
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Plantation, FL
DATE AND HOUR OF SERVICE:	By Process Server on 08/09/2005 at 14:05
APPEARANCE OR ANSWER DUE:	Within 20 days
ATTORNEY(S) / SENDER(S):	Alex D. Weisberg Krohn & Moss, Ltd. 5975 W. Sunrise Blvd. Ste. 215 Sunrise, Fl, 33313 954-792-4336
REMARKS:	Trial by jury demanded.
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790605454599 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED:	C T Corporation System
PER:	Donna Moch
ADDRESS:	1200 South Pine Island Road Plantation, FL, 33324
TELEPHONE:	954-473-5503

8/29

Discovery attached

RECEIVED
AUG 16 2005
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

2005 AUG 10 PM 1:29

IN THE CIRCUIT COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

CASE NO. 05 CI 1612

AMANDA SAA,

Plaintiff,

v.

DAIMLERCHRYSLER CORPORATION,

Defendant.

PLEASE SERVE:
DaimlerChrysler Corporation
c/o CT Corporation Systems
1200 South Pine Island Road
Plantation, Florida 33324

DATE: 8-9-05 TIME: 2:05 PM

ERIC DEAL S.P.S. #336

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons, a copy of the complaint or petition in this action, interrogatories, requests for production and requests for admission on defendant, **DAIMLERCHRYSLER CORPORATION.**

Each defendant is required to serve written defenses to the complaint or petition on **Alex D Weisberg,** plaintiff's attorney, whose address is **5975 W. Sunrise Blvd., Ste 215, Sunrise, FL 33313**, within 20 days after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

DATED on ....Aug 9, 2005....

Larry Whitney
As Clerk of the Court
By _____
As Deputy Clerk

ALEX D. WEISBERG
KROHN & MOSS, LTD.
5975 W. Sunrise Blvd., Suite 215
Sunrise, FL 33313
(954) 792-4336
FBN: 0566551

IN THE CIRCUIT COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

CASE NO. 05 CI 1618

AMANDA SAA,

Plaintiff,

v.

DAIMLERCHRYSLER CORPORATION,

Defendant.
_____/

COMPLAINT AND DISCOVERY REQUESTS

NOW COMES the Plaintiff, AMANDA SAA, by and through her attorneys, KROHN & MOSS, LTD., and for her complaint against Defendant, DAIMLERCHRYSLER CORPORATION, alleges and affirmatively states as follows:

PARTIES

1. Plaintiff, AMANDA SAA ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Florida.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Florida, County of Osceola, and is engaged in the manufacture, sale, and 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 NAPLETON'S SOUTH ORLANDO CHRYSLER-JEEP-DODGE ("Seller"). Manufacturer does business in all counties of the State of Florida including Osceola County, and maintains offices in the County of Osceola, State of Florida.

JURISDICTION

3. This is an action seeking damages in excess of $15,000, exclusive of attorneys' fees and court costs.

BACKGROUND

4. On or about May 22, 2004, Plaintiff purchased from Seller a 2005 Dodge Caravan ("Caravan"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1D4GP45R65B156020, for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").

5. The purchase price of the Caravan, including registration charges, document fees and sales tax, but excluding collateral charges, such as bank and finance charges, totaled more than $28,198.53.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Caravan cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.

7. In consideration for the purchase of the Caravan, Manufacturer issued and supplied to Plaintiff 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 Vehicle Limited Warranty booklet (Plaintiff is attempting to locate a copy of the subject vehicle's warranty booklet and will produce the same when found).

8. On or about May 22, 2004, Plaintiff took possession of the Caravan and shortly thereafter experienced the various defects listed below that substantially impair the use, value and/or safety of the Caravan.

9. The defects described below violate the implied warranty of merchantability, as well as Manufacturer's warranty issued to Plaintiff, which consequently failed of its essential purpose.

10. Plaintiff delivered the Caravan to Manufacturer, through its authorized dealership network, on numerous occasions.

11. Plaintiff avers that the Caravan has been subject to repair at least three (3) times for the same defect, and that the defect remains uncorrected.

12. Plaintiff brought the Caravan to Seller and/or an authorized service dealer of Manufacturer for the following defects:

a. Defective electrical system as evidenced by inoperable headlights and inoperable power window system;

b. Defective brake system;

c. Defective stereo/sound system; and

d. Any additional complaints made by our client, whether or not they are contained in your company's records or on any repair orders.

13. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Caravan.

14. After a reasonable number of attempts to cure the defect in Plaintiff's Caravan, the Manufacturer was unable and/or has failed to repair the defect, as provided in the Manufacturer's warranty.

15. Plaintiff justifiably lost confidence in the Caravan's safety and reliability, and said defect has substantially impaired the value of the Caravan to Plaintiff.

16. Said defect could not reasonably have been discovered by Plaintiff prior to Plaintiff's acceptance of the Caravan.

17. As a result of this defect, Plaintiff revoked his acceptance of the Caravan in writing.

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

19. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.

20. The Caravan remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defect that substantially impairs its use, value and/or safety.

21. Plaintiff has been and will continue to be financially damaged due to Manufacturer's intentional, reckless, wanton and negligent failure to comply with the provisions of its express warranty and its failure to provide Plaintiff with a merchantable Caravan.

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

22. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

23. Plaintiff is a purchaser of a consumer product who received the Caravan during the duration of a written warranty period applicable to the Caravan and who is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

24. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiff.

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

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

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

28. Manufacturer's warranty was the basis of the bargain of the contract between the Plaintiff and Manufacturer for the sale of the Caravan to Plaintiff.

29. Said purchase of Plaintiff's Caravan was induced by, and Plaintiff relied upon, Manufacturer's written warranty.

30. Plaintiff has met all of his obligations and preconditions as provided in Manufacturer's written warranty.

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

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

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Diminution in value of the vehicle and all incidental and consequential damages incurred;
b. Reasonable cost of repair damages under 672.714(1) Fla. Stat.;
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

33. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

34. The Caravan purchased by Plaintiff 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, Plaintiff herein.

35. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.

36. 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 from the date of purchase to perform services relating to the maintenance or repair of a motor vehicle.

37. Pursuant to 15 U.S.C. §2308, Plaintiff's Caravan was impliedly warranted to be substantially free of defects in both material and workmanship, and thereby fit for the ordinary purpose for which the Caravan was intended.

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

39. The above described defect present in the Caravan render the Caravan unmerchantable and thereby not fit for the ordinary and essential purpose for which the Caravan was intended and as represented by Manufacturer.

40. As a result of the breaches of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Caravan.

41. As a result of the breaches of implied warranty by Manufacturer, Plaintiff has suffered and continues to suffer various damages.

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Diminution in value of the vehicle and all incidental and consequential damages incurred;
b. Reasonable cost of repair damages under 672.714(1) Fla. Stat.;
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 III
REVOCATION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)
OF THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

42. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-21 of this complaint.

43. Manufacturer's tender of the Caravan was substantially impaired to Plaintiff.

44. Manufacturer's tender of the Caravan, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. §2310(d).

WHEREFORE, Plaintiff prays for judgment against Manufacturer as follows:

a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

PLAINTIFF DEMANDS A TRIAL BY JURY

ALEX D. WEISBERG
KROHN & MOSS, LTD.
ATTORNEYS FOR PLAINTIFF
5975 W. Sunrise Blvd., Suite 215
Sunrise, FL 33313
(954) 792-4336

By: _____
Alex D. Weisberg, Esq.
FBN: 0566551

IN THE COURT OF COMMON PLEAS, STARK COUNTY, OHIO

PHIL G. GIAVASIS
STARK COUNTY CLERK OF COURTS

WOODROW SMITH
PLAINTIFF,
VS.

CASE NUMBER : **2006CV02486**

DAIMLERCHRYSLER CORPORATION

ASSIGNED JUDGE : **RICHARD D. REINBOLD**

DEFENDANT,

SUMMONS

July 10, 2006

TO THE FOLLOWING NAMED DEFENDANT:
DAIMLERCHRYSLER CORPORATION
C/O CT CORPORATION SYSTEM
1300 E 9TH ST SUITE 1010
CLEVELAND, OH 44114

YOU HAVE BEEN NAMED A DEFENDANT IN A COMPLAINT FILED IN STARK COUNTY COURT OF COMMON PLEAS, STARK COUNTY COURT HOUSE, CANTON, OHIO 44702 BY:
WOODROW SMITH -
7788 TAHATI STREET
MASSILLON, OH 44646 PLAINTIFF.

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF THE PLAINTIFF'S ATTORNEY IS:
G BRAD RIFFLE
55 PUBLIC SQUARE SUITE 650
CLEVELAND, OH 44113

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

PHIL G. GIAVASIS
CLERK OF COURTS
STARK COUNTY, OHIO

BY: _____,Deputy Clerk

IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO

WOODROW SMITH 7788 Tahati Street Massillon, OH 44646 Plaintiff,	)	**Case No:**
	)	**Judge**
vs.	)	2006CV02486
DAIMLERCHRYSLER CORPORATION c/o CT Corporation System 1300 E. 9th Street, Suite 1010 Cleveland, Ohio 44114 Defendant.	)	**COMPLAINT** Reinbold (Jury Demand Endorsed Hereon)

Now comes Plaintiff, Woodrow Smith, by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, Woodrow Smith, is an adult individual citizen and legal resident of the State of Ohio, residing at 7788 Tahati Street, Massillon, OH 44646.

2. Defendant, DaimlerChrysler Corporation, is a business corporation qualified to do and regularly conducting business in the State of Ohio, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 1300 E. 9th Street, Suite 1010, Cleveland, Ohio 44114.

3. On or about May 10, 2005, Plaintiff purchased a 2005 Chrysler Town & Country, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4GP45R35B353515 (hereinafter the "vehicle").

4. The vehicle was purchased in the State of Ohio and is registered in Ohio.

5. The price of the vehicle and/or the total of payments is approximately $22,723.09.

6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.

7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.

8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
OHIO LEMON LAW

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

10. Section 1345.71 through Section 1345.77 of the Ohio Consumer Sales Practices Act is commonly known as, and will hereinafter be referred to as, the "Ohio Lemon Law."

11. Plaintiff is a "Consumer" as defined by R.C. § 1345.71(A).

12. Defendant is a "Manufacturer" as defined by R.C. § 1345.71(B).

13. Defendant provided an "Express Warranty" and a "Warranty" as defined by R.C. §1345.71 (C).

14. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Authorized Dealer[(s)]," as that term is used throughout R.C. § 1345.71 et seq.

15. Plaintiff reported one or more "nonconformities," as defined by R.C. § 1345.72 (B) and 1345.71(E), to the manufacturer, through its authorized dealer, within one year and eighteen thousand (18,000) miles of the date of delivery.

16. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

17. Plaintiff may satisfy one or more of the presumptions in Section 1345.73.

18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by R.C. §1345.77 (B) and rules promulgated thereunder.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

19. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

20. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).

22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).

23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6) and/or a "Service Contract" as defined by 15 USC 2301(8).

24. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

25. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (e).

26. Section 15 U.S.C. §2310 (d) (1) provides:

> Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....

27. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.

28. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.

29. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT III
OHIO UNIFORM COMMERCIAL CODE

30. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

31. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

a. Express Warranty

b. Implied Warranty of Merchantability; and

c. Implied Warranty of Fitness for a Particular Purpose.

32. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT IV
IMPLIED WARRANTY IN TORT

36. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

37. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual, statutory and/or common law obligations of Defendant, including, but not limited to, the following:

a. Implied Warranty of Merchantability sounding in Tort; and

b. Implied Warranty of Fitness for a Particular Purpose sounding in Tort.

38. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's implied warranties, obligations and representations with regard to the vehicle.

39. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's implied warranties, obligations and representations with regard to the vehicle.

40. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT V
OHIO CONSUMER SALES PRACTICES ACT

41. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

42. Section 1345.01 et seq. is commonly known as, and will hereinafter be referred to as, the "Ohio Consumer Sales Practices Act" or "CSPA."

43. Plaintiff is a "Person," as defined by R.C. § 1345.01 (B).

44. Defendant is a "Supplier" and a "Person" as defined by R.C. § 1345.01 (C)& (B).

45. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by R.C. § 1345.01 (A).

UNFAIR, DECEPTIVE OR UNCONSCIONABLE ACTS GENERALLY

46. In connection with said transaction, Defendant committed unfair, deceptive and unconscionable acts and practices in violation of R.C. §1345.02 and R.C. §1345.03.

Said acts and practices include, but are not limited to, the following:

47. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

48. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.

49. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

50. Defendant's representation that the vehicle was fit for ordinary purposes, was untrue.

51. Defendant's representation that the vehicle was merchantable was untrue.

52. Defendant's violation of the Ohio Lemon Law constitutes an unfair, deceptive and/or unconscionable sales practice.

53. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY ATTORNEY GENERAL RULES

54. In connection with said transaction, Defendant committed acts and practices that have been declared to be unfair, deceptive or unconscionable by rules adopted pursuant to R.C. §1345.05(B)(2).

55. Said acts and practices were committed after such rules were made available for public inspection pursuant to R.C. §1345.05(A)(3).

Said acts and practices include, but are not limited to, the following:

56. Defendant never disclosed any defects in connection with the sale of the vehicle, as required by O.A.C. 109:4-3-16 (B)(14).

57. Defendant may have violated the Motor Vehicle Repairs and Services Rule by failing to comply with all the requirements of O.A.C. § 109:4-4-05, 109:4-3-13 and R.C. 1345.74.

58. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

ACTS DECLARED UNFAIR, DECEPTIVE OR UNCONSCIONABLE BY OHIO COURTS

59. In connection with said transaction, Defendant committed acts and practices that have been declared violations of R.C. §1345.02 and/or R.C. §1345.03 by Courts of the State of Ohio.

60. Said acts and practices were committed after such court decisions were made available for public inspection pursuant to R.C. §1345.05(A)(3).

Said acts and practices include, but are not limited to, the following:

61. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligations to the Plaintiff, which has been declared a violation of the CSPA in Brown v. Spears, No. 8897 (Muni, Franklin 1979); Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974) and related cases.

62. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work, which is behavior declared a violation in Brown v. Lyons, 332 N.E.2d 380 (CP Hamilton 1974); Pearson v. Tom Harrigan Oldsmobile-Nissan, Inc., No. 12411, 1991 WL 214228 (2d Dist. Ct. App., Montgomery, 1991); and Brown v. Spears, No. 8897 (Muni, Franklin 1979).

63. Defendant failed to honor its implied warranty of merchantability, which was declared a violation of the CSPA in Brown v. Lyons, 322 N.E.2d 380 (CP, Hamilton 1974).

64. Defendant refused to accept Plaintiff's revocation of acceptance of goods, which was declared to be a violation in Holsinger v. Krystal Klear Sales & Service, Inc, No. 91-CV-55 (CP, Meigs 1991) and Price v. Humphries Auto City, Inc., No. 7-89-CVE-243 (Muni, New Philadelphia 1990).

65. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages in excess of $25,000.00 and/or the statutory minimum of $200 for each additional unlawful act specified, over and above any treble damage award;

2. Costs, including expert witness fees and reasonable attorney's fees;

3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and

4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

G. BRAD RIFFE (0073843)
55 Public Square
Suite 650
Cleveland, Ohio 44113
Ph.: (216) 621-6101
Fax: (216) 621-6006
Attorney for Plaintiff

JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs and the determination of which damages shall be trebled, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

G. BRAD RIFFE (0073843)
Attorney for Plaintiff

060215LL / SMITH, W. V. DAIMLERCHRYSLER\T:\team50\template\document\00000058.dot

1176492

Claim to Case

WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
02/13/2007
Log Number 511908944

LTHN

CLARK HILL PLC
ADR WARRANTY
FEB 16 2007

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Wisconsin**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Christopher Sparks, Pltf. vs. Daimlerchrysler Corporation, Dft. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibit(s)
COURT/AGENCY:	Milwaukee County Circuit Court, WI Case # 07 CV 1309
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - Pertaining to a 2005 Dodge Grand Caravan, VIN # 1D4GP24R65B251702, purchased on June 3, 2005
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Madison, WI
DATE AND HOUR OF SERVICE:	By Process Server on 02/13/2007 at 13:50
APPEARANCE OR ANSWER DUE:	Within 45 days of receiving this summons ~~3/30~~ 3.5.07
ATTORNEY(S) / SENDER(S):	Michael T. Antikainen Krohn & Moss, Ltd. 120 W. Madison Suite 1001 Chicago, IL, 60602 312-578-9428
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 798107028292 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:**	C T Corporation System Tamara Horn 8025 Excelsior Drive Suite 200 Madison, WI, 53717
TELEPHONE:	608-833-4821

2007 FEB 15 PM 12:59

RECEIVED
Warranty Group
FEB 16 2007
Office of the General Counsel
DaimlerChrysler Corporation

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

CHRISTOPHER SPARKS
NICOLE SPARKS
1713 College Avenue
S. Milwaukee, WI 53172
Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION
c/o CT Corporation System (registered agent)
8025 Excelsior Drive, Suite 200
Madison, WI 53717
Defendant.

Case No. 07CV001309

HON. ELSA C. LAMELAS, BR. 23

SUMMONS

CIVIL A

Code Nos. 30303
30301

THE STATE OF WISCONSIN, To each party named above as a Defendant:

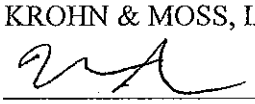
FILED AND AUTHENTICATED
FEB 2 2007
JOHN BARRETT
Clerk of Circuit Court

You are hereby notified that the above named Plaintiff has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action. Within forty-five (45) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The Court may reject or disregard an answer that does not follow the requirements set forth in the Wisconsin Statutes. The answer must be sent or delivered to the Court, whose address is **MILWAUKEE COUNTY CLERK OF COURT, MILWAUKEE COUNTY COURTHOUSE, 901 NORTH NINTH STREET, MILWAUKEE, WISCONSIN 53233**, and to **KROHN & MOSS**, Plaintiff's attorney, whose address is **120 W. MADISON AVENUE, 10TH FLOOR, CHICAGO, ILLINOIS, 60602**. You may have an attorney help or represent you.

If you do not provide a proper answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 25th day of January, 2007.

KROHN & MOSS, LTD.



Michael T. Antikainen
Attorneys for Plaintiff
WI State Bar No.: 1051866

120 W. Madison, Suite 1001
Chicago, IL 60602
(312) 578-9428

IF YOU NEED HELP IN THIS MATTER BECAUSE OF A DISABILITY, CONTACT THE CLERK OF COURT AT 414-278-5362.

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

07CV001309

CHRISTOPHER SPARKS
NICOLE SPARKS,
Plaintiffs,

vs.

DAIMLERCHRYSLER CORPORATION,
Defendant.

Case No.

Code Nos. 30303

COMPLAINT

NOW COME the Plaintiffs, CHRISTOPHER AND NICOLE SPARKS, by and through Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant, DAIMLERCHRYSLER CORPORATION, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, CHRISTOPHER AND NICOLE SPARKS ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Wisconsin, County of Milwaukee.

2. Defendant, DAIMLERCHRYSLER CORPORATION ("Manufacturer"), is a foreign corporation authorized to do business in the State of Wisconsin, County of Milwaukee, 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 SCHLOSSMANN'S DODGE CITY SOUTH ("Seller").

BACKGROUND

3. On or about June 3, 2005, Plaintiffs purchased from Seller a 2005 Dodge Grand Caravan ("Caravan"), manufactured and distributed by Manufacturer, Vehicle Identification No. 1D4GP24R65B251702, for valuable consideration (See copy of Plaintiffs' Purchase Contract, attached hereto as Exhibit "A").

4. The purchase price of the Caravan, including collateral charges, such as bank and finance charges, totaled more than $34,398.72

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Caravan cannot be utilized for the purposes as intended by Plaintiffs at the time of acquisition.

6. In consideration for the purchase of the Caravan, Manufacturer issued and supplied to Plaintiffs its written warranty, including a 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 Vehicle Limited Warranty booklet.

7. On or about June 3, 2005, Plaintiffs took possession of the Caravan and shortly thereafter experienced the various defects listed below that substantially impairs the use, value and/or safety of the Caravan.

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

9. Plaintiffs delivered the Caravan to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiffs aver that the Caravan has been subject to repair at least six (6) times for many and/or all of the same defects, and that the defects remain uncorrected.

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

a. Defective electrical system as evidenced by inoperable headlamps and illuminated air bag light;
b. Defective body/trim as evidenced by the front passenger door outer molding separating from the vehicle;
c. Defective engine as evidenced by noise and clanking from the engine;
d. Defective transmission as evidenced by whining noise;
e. Defective steering/suspension as evidenced by cracked sway bar bushings; and
f. Any additional defects on repair orders from manufacturer authorized dealerships from date of purchase forward.

12. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Caravan.

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

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

15. Plaintiffs could not reasonably have discovered said defects prior to Plaintiffs' acceptance of the Caravan.

16. As a result of these defects, Plaintiffs revoked acceptance of the Caravan.

17. At the time of revocation the Caravan was in substantially the same condition as at the time of delivery except for damage caused by its own defective condition and ordinary wear and tear.

18. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

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

20. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Caravan.

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

21. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

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

23. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

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

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

26. Plaintiffs' purchase of the Caravan was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in

writing in connection with the purchase of the Caravan to repair or replace defective parts, or take other remedial action free of charge to Plaintiffs with respect to the Caravan in the event that the Caravan failed to meet the specifications set forth in Manufacturer's warranty.

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

28. Plaintiffs' purchase of said Caravan was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

29. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Manufacturer's written warranty.

30. 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.

31. 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 prays for judgment against Manufacturer as follows:

a. Revocation of Acceptance; Return of all monies paid, diminution in value of the vehicle, incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. 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

32. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-20 of this Complaint.

33. The Caravan 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.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

35. 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 from the date of purchase to perform services relating to the maintenance or repair of a motor vehicle.

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

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

38. The above-described defects present in the Caravan renders the Caravan unmerchantable and therefore not fit for the ordinary purpose for which the Caravan was intended and as represented by Manufacturer.

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

40. 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; Return of all monies paid, diminution in value of the vehicle, incurred and/or needed costs of repair, and all incidental and consequential damages incurred;
b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
c. Such other and further relief that the Court deems just and appropriate.

Dated this 25th day of January, 2007.

KROHN & MOSS, LTD.

By: _____

Michael T. Antikainen
Attorneys for the Plaintiffs
SBN : 1051866

120 West Madison Street, 10th Floor
Chicago, Illinois 60602
(312) 578-9428

1173288 WL

Claim to Case (JMM)

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
01/22/2007
Log Number 511828737

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

CLARK HILL PLC
ADR WARRANTY
JAN 26 2007

RE: **Process Served In North Carolina**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Aaron Kane Taylor and Penelope April Scoggins-Taylor, Pltfs. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Summons, Complaint
COURT/AGENCY:	Wake County Superior Court, NC Case # 06CV017729
NATURE OF ACTION:	Product Liability Litigation - 2005 Chrysler Town and County, VIN: 1C4GP45R65B130823--Magnuson-Moss Federal Trade Commission Act, Unfair and Deceptive Trade Practices Act
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Raleigh, NC
DATE AND HOUR OF SERVICE:	By Certified Mail on 01/22/2007 postmarked on 01/18/2007
APPEARANCE OR ANSWER DUE:	within 30 days after you have been served 2/21
ATTORNEY(S) / SENDER(S):	Donald Bardes 4030 Wake Forest Road, Suite 300 Raleigh, NC, 27609 919-719-7214
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 798589986978 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Ronnie Strickland 225 Hillsborough Street Raleigh, NC, 27603 919-821-7139

2007 JAN 24 PM 12: 18

RECEIVED
Warranty Group
JAN 26 2007
Office of the General Counsel
DaimlerChrysler Corporation

C CV017729

File No.

STATE OF NORTH CAROLINA

Wake County

In The General Court Of Justice
☐ District ☒ Superior Court Division

Name Of Plaintiff	
Aaron Kane Taylor and Penelope April Scoggins-Taylor	
Address: 400 Price Road	**CIVIL SUMMONS**
City, State, Zip: Seven Springs, NC 28578	☐ **ALIAS AND PLURIES SUMMONS**
VERSUS	G.S. 1A-1, Rules 3, 4
Name Of Defendant(s): DaimlerChrysler Corporation	Date Original Summons Issued
	Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1	Name And Address Of Defendant 2
DaimlerChrysler Corporation c/o CT Corporation System 225 Hillsborough Street Raleigh, NC 27603	

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and

2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (If None, Address Of Plaintiff)	Date Issued	Time
Donald Bardes 4030 Wake Forest Road, Suite 300 Raleigh, NC 27609	12/5/06	☐ AM ☐ PM
	Signature	
	☐ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court	

☐ ENDORSEMENT
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement	Time
	☐ AM ☐ PM
Signature	
☐ Deputy CSC ☐ Assistant CSC ☐ Clerk Of Superior Court	

NOTE TO PARTIES: *Many counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is $15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.*

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	*Time Served*	*Name Of Defendant*
	☐ AM ☐ PM	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	*Time Served*	*Name Of Defendant*
	☐ AM ☐ PM	

☐ By delivering to the defendant named above a copy of the summons and complaint.

☐ By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.

☐ As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

☐ Other manner of service *(specify)*

☐ Defendant WAS NOT served for the following reason.

Service Fee Paid	*Signature Of Deputy Sheriff Making Return*
$	
Date Received	*Name Of Sheriff (Type Or Print)*
Date Of Return	*County Of Sheriff*

06CV07729

FILED
2006 DEC -5 PM 4:24
WAKE COUNTY, C.S.C.
BY

NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

FILE NO.

AARON KANE TAYLOR AND PENELOPE APRIL SCOGGINS-TAYLOR Plaintiff, v. DAIMLERCHRYSLER CORPORATION Defendant.	)	**COMPLAINT** (Jury Demand Endorsed Hereon)

Now come Plaintiffs, Aaron Kane Taylor and Penelope April Scoggins Taylor (hereinafter collectively referred to as "Plaintiff"), by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, Aaron Kane Taylor and Penelope April Scoggins Taylor, are adult individual citizens and legal residents of the State of North Carolina, residing at 400 Price Road, Seven Springs, NC 28578.

2. Defendant, DaimlerChrysler Corporation, is a business corporation qualified to do and regularly conducting business in the State of North Carolina, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 225 Hillsborough Street, Raleigh, NC 27603.

3. On or about July 24, 2004, Plaintiff purchased or leased a 2005 Chrysler Town and Country, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4GP45R65B130823 (hereinafter the "vehicle").

4. The vehicle was purchased or leased in the State of North Carolina and is registered in North Carolina.

5. The price of the vehicle and/or the total of payments is approximately $21,421.00.

6. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired, including but not limited to: Electrical System/ Lights; Noises; Brakes; Driveability; and Window defects.

7. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.

8. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

9. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

10. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

11. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. §2301(4) & (5).

12. The vehicle is a "Consumer Product" as defined by 15 U.S.C. §2301(1).

13. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. §2301(6).

14. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

15. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. §2310 (e).

16. Section 15 U.S.C. §2310 (d) (1) provides:

> Subject to subsections (a)(3) and (e) of this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty, or service contract, may bring suit for damages and other legal and equitable relief....

17. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties, Plaintiff has and continues to suffer damages.

18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. §2310 (a) and rules promulgated thereunder.

19. Pursuant to 15 U.S.C. §2310 (d)(2), plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT II
NORTH CAROLINA UNIFORM COMMERCIAL CODE

20. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

21. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

    a. Express Warranty

    b. Implied Warranty of Merchantability; and

    c. Implied Warranty of Fitness for a Particular Purpose.

22. At the time delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

23. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

24. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

25. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT III
NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT

37. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

38. N.C.G.S. § 75-1 et seq. is commonly known as, and will hereinafter be referred to as, the "North Carolina Unfair and Deceptive Trade Practices Act" or "NCUDTPA."

39. The Defendant is engaged in "Commerce" as defined in N.C.G.S. § 75-1.1(b).

40. The Defendant has engaged in unfair methods of competition in or affecting commerce and/or unfair or deceptive acts or practices in or affecting commerce in violation of N.C.G.S. § 75-1.1.

Said acts and practices include, but are not limited to, the following:

41. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

42. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.

43. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable, was untrue.

44. Defendant's representation that the vehicle was merchantable was untrue.

45. Defendant may have violated the North Carolina Lemon Law, which constitutes an unfair or deceptive practice.

46. Defendant may have failed to provide Plaintiff with repair orders at the time of service.

47. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligation to the Plaintiff.

48. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages;

2. Costs, including expert witness fees and reasonable attorney's fees;

3. A declaratory judgment that Defendant's practices herein complained of are unfair, deceptive and/or unconscionable; and

4. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

Donald Bardes (NC Bar # 30578)
Attorney for Plaintiff

JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

Donald Bardes (NC Bar # 30578)
Attorney for Plaintiff

Dated: December 1, 2006

Kahn & Associates, L.L.C.
Donald Bardes (NC Bar # 30578)
55 Public Square, Suite 650
Cleveland, Ohio 44113
Ph.: (216) 621-6101
Fax: (216) 621-6006

And

Kahn & Associates, L.L.C.
Donald Bardes (NC Bar # 30578)
4030 Wake Forest Road, Suite 300
Raleigh, NC 27609
Ph: (919) 719-7214
Fax: (919) 719-7222

****Please send copies of all items to both addresses.**

IN THE MARION SUPERIOR COURT
MARION COUNTY, INDIANA

CHARLES WALLACE AND SHARON WALLACE,	)	49D12 07 09 PL 038595
Plaintiffs,	)	
vs.	)	CAUSE NO.
CHRYSLER LLC,	)	
Defendant.	)	

FILED
SEP 11 2007
129
Elizabeth A. White
CLERK OF THE MARION CIRCUIT COURT

COMPLAINT AND JURY DEMAND

Now comes Plaintiff, Charles and Sharon Wallace, by and through undersigned counsel and states as follows:

BACKGROUND

1. Plaintiff, Charles Wallace, is an adult individual citizen and legal resident of the State of Indiana, residing at 417 E. Monroe Street, Kirklin, IN 46050.

2. Plaintiff, Sharon Wallace, is an adult individual citizen and legal resident of the State of Indiana, residing at 417 E. Monroe Street, Kirklin, IN 46050

3. Defendant, Chrysler LLC, is a business corporation qualified to do and regularly conducting business in the State of Indiana, with its principal place of business located in Michigan and can be served at its local residence c/o CT Corporation System, 251 E. Ohio Street, Suite 1100, Indianapolis, Indiana 46204.

4. On or about February 6, 2006, Plaintiff purchased or leased a 2005 Dodge Caravan, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1D4GP45R35B434453 (hereinafter the "vehicle").

5. The vehicle was purchased or leased in the State of Indiana and is registered in Indiana.

6. The price of the vehicle and/or the total of payments is approximately $17,577.36.

7. Plaintiff states that as a result of the ineffective repair attempts made by Defendant, through its authorized dealer(s), the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and hence, the vehicle is worthless and/or substantially impaired.

8. In consideration for the purchase of the above vehicle, Defendant issued to Plaintiff one or more written warranties on particular items.

9. Plaintiff notified the Defendant and/or its Authorized Dealer(s) on one or more occasions, and/or formally notified the Defendant by letter of Plaintiff's present intention to revoke acceptance of the vehicle and requested the return of all funds paid toward the vehicle.

COUNT I
INDIANA LEMON LAW

10. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

11. Section 24-5-13-1 through Section 24-5-13-24 of the Indiana Motor Vehicle Protection Act is commonly known as, and will hereinafter be referred to as the "Indiana Lemon Law."

12. Plaintiff is a "Buyer" as defined by Ind. Code Ann. § 24-5-13-3.

13. Defendant is a "Manufacturer" as defined by Ind. Code Ann. § 24-5-13-4.

14. Plaintiff purchased or leased the vehicle from and/or had it serviced at Defendant's "Authorized Dealer[(s)]," as that term is used throughout Ind. Code Ann. §24-5-13-1 et seq.

15. Plaintiff reported one or more "nonconformities," as defined by Ind. Code Ann. § 24-5-13-6.

16. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the express warranty by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

17. Plaintiff may satisfy one or more presumptions in Section 24-5-13-15.

18. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it prior to filing this Complaint and/or has pursued that process to its completion, as required by Ind. Code Ann. § 24-5-13-9 and rules promulgated thereunder.

WHEREFORE, Plaintiff respectfully demands:

1. The "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION ACT

19. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

20. Plaintiff is a "Consumer" as defined by 15 U.S.C. § 2301(3).

21. Defendant is a "Supplier" and a "Warrantor" as defined by 15 U.S.C. § 2301(4) & (5).

22. The vehicle is a "Consumer Product" as defined by 15 U.S.C. § 2301(1).

23. One or more of the warranties given to Plaintiff by Defendant was a "Written Warranty" as defined by 15 U.S.C. § 2301(6) and/or a "Service Contract" as defined by 15 U.S.C. § 2301(8).

24. Defendant, through its authorized dealer(s), has been unable, unwilling and/or has refused to conform the motor vehicle to the written warranty and/or service contract by repairing one or more nonconformities within a reasonable number of attempts or a reasonable amount of time.

25. Plaintiff states that Defendant has been afforded a reasonable opportunity to cure the vehicle's nonconformities pursuant to 15 U.S.C. § 2310(e).

26. Section 15 U.S.C. § 2310(d)(1) provides:

> Subject to subsections (a)93) and (e) or this section, a consumer who is damaged by the failure of a supplier, warrantor, or service contractor to comply with any obligation under this chapter, or under a written warranty, implied warranty or service contract, may bring suit for damages and other legal and equitable relief...

27. As a direct and proximate result of Defendant's failure to comply with Defendant's express written and implied warranties and service contract, Plaintiff has and continues to suffer damages.

28. If Defendant maintains a qualified Informal Dispute Resolution Mechanism, Plaintiff has resorted to it at least forty (40) days prior to filing this Complaint and/or has pursued that process to its completion, as required by 15 U.S.C. § 2310(a) and rules promulgated thereunder.

29. Pursuant to 15 U.S.C. § 2310(d)(2), Plaintiff seeks all Costs, including attorney's fees and expert witness fees.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

COUNT III
INDIANA UNIFORM COMMERCIAL CODE

30. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

31. The defects and nonconformities exhibited by the vehicle constitute a breach of contractual and statutory obligations of Defendant, including, but not limited to, the following:

    a. Express Warranty

    b. Implied Warranty of Merchantability; and

    c. Implied Warranty of Fitness for a Particular Purpose

32. At the time of delivery of the vehicle to Plaintiff and at all times subsequent thereto, Plaintiff has justifiably relied on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

33. At the time of delivery of the vehicle and at all times subsequent thereto, Defendant was aware that Plaintiff was relying on Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

34. Plaintiff has incurred damage as a direct and proximate result of the Defendant's breach and failure to honor its express and implied warranties, obligations and representations with regard to the vehicle.

35. Plaintiff has incurred damage as a direct and proximate result of the failure of essential purpose of Defendant's express and implied warranties, obligations and representations with regard to the vehicle.

WHEREFORE, Plaintiff respectfully demands:

1. The full purchase price of the vehicle, collateral charges, finance charges, incidental and consequential damages;
2. Costs, including expert witness fees and reasonable attorney's fees; and
3. For such other relief as this court deems just and proper.

COUNT IV
INDIANA DECEPTIVE CONSUMER SALES ACT

36. Plaintiff hereby reavers and incorporates by reference all statements and allegations previously set forth as if fully rewritten herein.

37. Section 24-5-0.5-1 et seq. is commonly known as, and will hereinafter be referred to as, the "Indiana Deceptive Consumer Sales Act" or "DCSA."

38. Plaintiff is a "Person," as defined by Ind. Code Ann. § 24-5-0.5-2(2).

39. Defendant is a "Supplier" and a "Person" as defined by Ind. Code Ann. § 24-5-0.5-2(2) & (3).

40. Plaintiff's purchase of the vehicle is a "Consumer Transaction" as defined by Ind. Code Ann. § 24-5-0.5-2(1).

Said acts and practices include, but are not limited to, the following:

41. Defendant's representation that the vehicle contained a valid warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was untrue.

42. Defendant's representation that the vehicle contained, as a remedy, an effective warranty, which would cause effective warranty repairs to be made within a reasonable time and within the warranty period, was false.

43. Defendant's representation that the vehicle would have the natural benefits of being fit for its intended and ordinary purposes and merchantable was untrue.

44. Defendant's representation that the vehicle was fit for ordinary purposes was untrue.

45. Defendant's representation that the vehicle was merchantable was untrue.

46. Defendant may have failed to provide Plaintiff with repair orders at the time of service.

47. Defendant, who had a legal obligation to Plaintiff under the written warranty, breached, avoided and/or attempted to avoid its obligation to the Plaintiff.

48. Defendant exhibited a pattern of inefficiency, stalling and/or incompetency with regard to its warranty repair work.

49. Defendant may have violated the Indiana Lemon Law, which constitutes an unfair or deceptive act or practice.

50. Defendant knowingly committed all of the above referenced unfair, deceptive and unconscionable acts and practices.

WHEREFORE, Plaintiff respectfully demands:

1. Judgment against Defendant in an amount equal to three times Plaintiff's actual damages;

2. Costs, including expert witness fees and reasonable attorney's fees; and

3. For such other relief as this court deems just and proper.

Respectfully submitted,

KAHN & ASSOCIATES, L.L.C.

Katie J. Kawiecki (IN Bar # 26430-64)
Attorney for Plaintiff

JURY TRIAL

A trial by jury in the within action is hereby demanded on all issues except the determination of reasonable attorney's fees and costs, which are reserved for determination by the Court in the event that Plaintiff prevails at a trial on the merits.

KAHN & ASSOCIATES, L.L.C.

Katie J. Kawiecki (IN Bar # 26430-64)
Attorney for Plaintiff

Dated: September 11, 2007

Kahn & Associates, L.L.C.
Katie J. Kawiecki (IN Bar # 26430-64)
8910 Purdue Road, Suite 480
Indianapolis, IN 46268
Ph: (317) 225-4797
Fax: (888) 868-6671
And

Kahn & Associates, L.L.C.
55 Public Square, Suite 650
Cleveland, Ohio 44113
Ph.: (216) 621-6101
Fax: (216) 621-6006

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO.

CHARLES WALLACE AND)
SHARON WALLACE,)
Plaintiffs,)
)
-vs-)
)
CHRYSLER LLC,)
Defendant.)

49D12 07 09 PL 038595

FILED
SEP 11 2007
129
Elizabeth A. White
CLERK OF THE MARION CIRCUIT COURT

APPEARANCE

Party Classification: Initiating: x **Responding:** ___ **Intervening:** ___

1. The undersigned attorney and all attorneys listed on this form now appear in this cause for the following party member(s): Charles and Sharon Wallace

2. Applicable attorney information for service as required by Trial Rule 5(B)(2) and for case information as required by Trial Rule 3.1 and 77(B) is as follows:

Name: Katie J. Kawiecki Atty. No.: 26430-64

Address: 8910 Purdue Rd, Suite 480 Phone No.: (317)225-4797

Indianapolis, IN 46268 Fax No.: (888)868-6671

Computer Address: ___

[List on continuation page additional attorneys appearing for above member(s)].

3. There are other party members: Yes ___ No X
(If yes, list on continuation page.)

4. ***If first initiating party filing this case,*** the Clerk is required to assign this case the following Case Type under Administrative Rule 8(b)(3): Civil Plenary

5. I will accept service by fax at the above noted number: Yes ___ No x

6. This case involves support issues. Yes ___ No x
(If yes, supply social security numbers for family members on continuation page.)

7. There are related cases. Yes ___ No x
(If yes, list on continuation page).

8. This form has been served on all other parties. Yes x No ___

9. Additional information required by Local Rule: ___

Attorney for Plaintiff

1181878

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal
06/25/2007
Log Number 512341471

Kimmel
54 ff
Allegany
cnty

036938

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Pennsylvania**

FOR: DaimlerChrysler Motors Company LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Joseph Wiegand, Pltf. vs. DaimlerChrysler Corporation, Dft.
DOCUMENT(S) SERVED:	Letter, Praecipe to Reinstate, Notice, Complaint, Verification
COURT/AGENCY:	Allegheny County Court of Common Pleas, PA Case # AR-07-002560
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects on a 2006 Chrysler Town & Country - Seeking: not in excess of $25,000.00
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Philadelphia, PA
DATE AND HOUR OF SERVICE:	By Regular Mail on 06/25/2007 postmarked on 06/21/2007 1/15
APPEARANCE OR ANSWER DUE:	Within 20 days - Answer Complaint // November 21, 2007 at 9:00 a.m. - Hearing
ATTORNEY(S) / SENDER(S):	Robert A. Rapkin Kimmel & Silverman P.C. 30 East Butler Pike Ambler, PA, 19002 215.540.8888
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790768875003 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED: **PER:** **ADDRESS:** **TELEPHONE:**	C T Corporation System Tyeasha Weaver 1515 Market Street Suite 1210 Philadelphia, PA, 19102 215-563-7750

DAIMLERCHRYSLER CORP.
OFFICE OF THE GENERAL COUNSEL
JUN 27 2007
BY SA
MAIL / REG. AGENT / SEC. OF STATE / PROC. SERVER

RECEIVED
Warranty Group
JUN 28 2007
Office of the General Counsel
DaimlerChrysler Corporation

2000.13944 - Ap~1
2094.13945

ROBERT M. SILVERMAN[1,*]
CRAIG THOR KIMMEL[1,*]

[1] Member, PA Bar
[2] Member, NJ Bar
[3] Member, DE Bar
[4] Member, NY Bar
[5] Member, MA Bar
[6] Member, MD Bar
[7] Member, OH Bar
[8] Member, DC Bar
[9] Member, AZ Bar
[10] Member, CO Bar
[11] Member, VT Bar
[12] Member, MI Bar
[13] Member, RI Bar

KIMMEL & SILVERMAN
P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 210 Grant Street, Suite 202, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344
MARYLAND OFFICE, 10451 Mill Run Circle, Suite 400, Owings Mills, MD 21117, P (410) 356-8835, F (410) 356-8896
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
MASSACHUSETTS OFFICE, 45 Pond St, Suite 202, Norwell, MA 02061, P (781) 982-9112, F (781) 982-9114
PLEASE REMIT ALL CORRESPONDENCE TO THE WESTERN PA OFFICE

JACQUELINE C. HERRITT[1,*]
ROBERT A. RAPKIN[1]
HY DAVID RUBENSTEIN[1,*]
AMY D. COX[1,*]
LOUIS DOBI, JR[1,*]
HILARY WHEATLEY TAYLOR[1,*]
BARRY R. WINDERMAN[1]
MELISSA K. FIALA[1,*]
IRA P. SMADES[1]
DAVID L. LIEBERMAN[1,*,*]
ANGELA K. TROCCOLI[1]
FRED DAVIS[1,*]
ANNE WARD[1,*,1]
RONALD ROWLAND[1,*]
CHRISTOPHER R. HOLLIDAY[1,*,1]
AMY L. BENNECOFF[1,*]
MARY T. FOY[1,*]
MICHAEL J. SOSKA[1,*]

June 20, 2007

DaimlerChrysler Company, LLC
CT Corporation
1515 Market Street
Philadelphia, PA 19103

Re: Joseph Wiegand v. DaimlerChrysler Corporation
Allegheny County Docket No.: AR-07-2560

Dear Sir or Madam:

Enclosed please find a copy of the above-referenced *Complaint* that has been filed against DaimlerChrysler Company, LLC in the Court of Common Pleas, Allegheny County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please submit the enclosed to your legal department. A responsive pleading is due 20 days after the receipt of this complaint.

Very truly yours,

Robert A. Rapkin, Esquire
KIMMEL & SILVERMAN, P.C.

IPS/jh
Enclosures

Copy

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JOSEPH WIEGAND,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

CIVIL DIVISION

NO.: AR-07-002560

PRAECIPE TO REINSTATE

Filed on behalf of Plaintiff:
Joseph Wiegand

COUNSEL OF RECORD FOR THIS PARTY:

Robert A. Rapkin, Esquire
Identification No. 20549

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

HEARING DATE NOV 21 2007
ROOM 823 5th FLOOR COURTHOUSE
AT 9:00 A.M.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOSEPH WIEGAND, **Plaintiff,** **vs.** **DAIMLERCHRYSLER CORPORATION,** **Defendant.**	**No.: AR-07-002560**

PRAECIPE TO REINSTATE

TO THE PROTHONOTARY:

(X) PLEASE REINSTATE COMPLAINT

KIMMEL & SILVERMAN, P.C.

By: _____
Ira P. Smades, Esq.

Attorney for Plaintiff
30 E. Butler Pike
Ambler, PA 19002

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

JOSEPH WIEGAND,

Plaintiff,

vs.

DAIMLERCHRYSLER CORPORATION,

Defendant.

CIVIL DIVISION

NO.: AU-07-2560

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
Joseph Wiegand

COUNSEL OF RECORD FOR THIS PARTY:

Craig Thor Kimmel, Esquire
Identification No. 57100

Robert A. Rapkin, Esquire
Identification No. 61628

KIMMEL & SILVERMAN, P.C.
210 Grant Street, Suite 202
Pittsburgh PA 15219
(412) 566-1001

WRIT WAIVED

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOSEPH WIEGAND,	
Plaintiff,	
vs.	**No.:**
DAIMLERCHRYSLER CORPORATION,	
Defendant.	

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
11th Floor Koppers Building
436 Seventh Street
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261-0518

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the Notice to Defend, a hearing before a board of arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania on _____, 20___, at 9:00 a.m. IF YOU FAIL TO FILE THE RESPONSE DESCRIBED IN THE NOTICE TO DEFEND, A JUDGMENT FOR THE AMOUNT CLAIMED IN THE COMPLAINT MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING. IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE

WITHOUT THE ABSENT PARTY OR PARTIES. **THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

JOSEPH WIEGAND, **Plaintiff,** **vs.** **DAIMLERCHRYSLER CORPORATION,** **Defendant.**	**No.:**

COMPLAINT

1. Plaintiff, Joseph Wiegand, is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, 603 Victory Road, Allison Park, PA 15101.

2. Defendant, DaimlerChrysler Corporation, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 1000 Chrysler Drive CIMS 485-14-78, Auburn Hills, Michigan 48326-2766, and can be served at this address.

BACKGROUND

3. On or about July 18, 2005, Plaintiff purchased a new 2006 Chrysler Town & Country, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2C4GP44RX5R355202.

4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $24,626.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle and/or remedial action in the event the vehicle fails to meet the promised specifications.

7. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

8. The parties' bargain includes an express 3-year / 36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

9. However, as a result of the ineffective repair attempts made by Defendant through its authorized dealer(s), the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless to Plaintiff.

10. During the first 12 months and/or 12,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: Suspension, inoperative fuel gauge, inoperative headlights and brake system. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

11. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

12. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

13. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

14. Foley Chrysler Jeep, LLC is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

15. On or about July 18, 2005, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

17. Section 1955 of the Pennsylvania Automobile Lemon Law provides:

> If a manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle... or accept return of the vehicle from the purchaser, and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchasers use of the vehicle, not exceeding $.10 per mile driven or 10% of the purchase price of the vehicle, whichever is less.

18. Section 1956 of the Pennsylvania Automobile Lemon Law provides a presumption of a reasonable number of repair attempts if:

> (1) The same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or
>
> (2) The vehicle is out-of-service by reason of any nonconformity for a cumulative total of thirty or more calendar days.

19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

20. In addition, the above vehicle has or will be out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

21. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

22. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

23. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide or maintain itemized statements as required by 73 P.S. § 1957.

24. Plaintiff avers that such itemized statements, which were not provided as required by 73 P.S. § 1957 also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.

25. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide the notification required by 73 P.S. § 1957.

26. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of 73 P.S. §§ 1954 (repair obligations), 1955 (manufacturer's duty for refund or replacement), and 1957 (itemized statements required).

27. Pursuant to 73 P.S. § 1958, Plaintiff seeks relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff may or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

29. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

30. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. By the terms of its written warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

35. The Magnuson-Moss Warranty Improvement Act requires Defendant to be bound by all warranties implied by state law. Said warranties are imposed on all transactions in the state in which the vehicle was delivered.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

38. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

40. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

41. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

42. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

43. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT III
PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW

45. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. Section 201-9.2(a) of the Act authorizes a private cause of action for any person "who purchases or leases goods or services primarily for personal, family or household purposes."

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Twenty Five Thousand Dollars ($25,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By:_____

Craig Thor Kimmel, Esquire
Robert A. Rapkin, Esquire

Attorney for Plaintiff
210 Grant Street, Suite 202
Pittsburgh PA 15219

VERIFICATION

I, Joseph Wiegand, hereby verify that the statements made in the foregoing Complaint as filed in the Court of Common Pleas of Allegheny County, Pennsylvania are true and correct to the best of my knowledge, information and belief and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

Date: 2-28-07

Joseph Wiegand

1169753 WL

CT CORPORATION
A WoltersKluwer Company

Service of Process Transmittal

06/16/2006
Log Number 511241683

TO: Richard D Houtman, VP/Associate Gen Csl.
DaimlerChrysler Corporation
Office Of General Counsel, 1000 Chrysler Drive
CIMS 485-14-78
Auburn Hills, MI, 48326-2766

RE: **Process Served in Ohio**

FOR: DaimlerChrysler Corporation (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Lynn A. Welch, Pltf. vs. Brunswick Auto Mart, Inc. and Daimler Chrysler Corporation, Dfts. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Summons, Complaint, Exhibits
COURT/AGENCY:	Medina County Court of Common Pleas, OH Case # 06CIV0820
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - Failure to correct and/or repair defects -2005 Chrysler Town and Country
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Cleveland, OH
DATE AND HOUR OF SERVICE:	By Certified Mail on 06/16/2006 postmarked on 06/15/2006
APPEARANCE OR ANSWER DUE:	within 28 days
ATTORNEY(S) / SENDER(S):	Gregg A. Manes 333 South Main Street, #401 Akron, OH, 44308 330-762-1199
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex 2 Day, 790960118046 Email Notification, Richard D Houtman sprocess@dcx.com
SIGNED:	C T Corporation System
PER:	Debra Justice
ADDRESS:	1300 East 9th Street Suite 1010 Cleveland, OH, 44114
TELEPHONE:	216-621-4270

7/14

2006 JUN 19 PM 1:10

RECEIVED
JUN 21 2006
WARRANTY GROUP
OFFICE OF THE GENERAL COUNSEL
DAIMLERCHRYSLER CORPORATION

SUMMONS

Rule 4 1970 Ohio Rules of Civil Procedure
Court of Common Pleas, Medina County, 93 Public Square, Medina, OH 44256

Case #: 06CIV0820

To the following named defendant:

DAIMLER CHRYSLER CORPORATION
c/o CT CORPORATION SYSTEMS
1300 EAST 9TH STREET
CLEVELAND, OH 44114

You have been named as defendant in a complaint filed in this court by the following plaintiff:

Plaintiff: LYNN A. WELCH**(et al)**
W/ATTACHMENTS

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff if he has no attorney of record, a copy of your answer to this complaint within **twenty-eight (28)** days after the service of this summons upon you, excluding the date of service.

Failure to appear and present a defense to this complaint will result in a judgment by default being rendered against you for the relief demanded in the complaint. Your answer must be filed with the court within **three days (3)** after the service of a copy of the answer on the plaintiff's attorney.

The name and address of the plaintiff attorney is as follows:

GREGG A. MANES
333 SOUTH MAIN ST SUITE 401
AKRON, OH 44308

Kathy Fortney
Clerk of Courts

June 14, 2006

Barb Bielawski
By: Deputy Clerk

WL

IN THE COURT OF COMMON PLEAS
MEDINA COUNTY, OHIO

LYNN A. WELCH
10033 LYNN DRIVE
NORTH ROYALTON, OHIO 44133
PLAINTIFF

CASE NUMBER 06CIV0820

JUDGE JAMES L. KIMBLER - JUDGE

VS

BRUNSWICK AUTO MART, INC
C/O GARY PANTECK
STATUTORY AGENT
3031 CENTER ROAD
BRUNSWICK, OH 44212
DEFENDANT

AND

DAIMLER CHRYSLER CORPORATION
C/O CT CORPORATION SYSTEMS
1300 EAST 9TH STREET
CLEVELAND, OH 44114
DEFENDANT

COMPLAINT:
LEMON LAW
BREACH OF WARRANTY
UNFAIR AND DECEPTIVE
CONSUMER PRACTICES

COUNT I

1) Defendant DAIMLER CHRYSLER CORPORATION is a corporation authorized to do business in the State of Ohio engaged in the business of manufacturing and selling automobiles.

2) Defendant BRUNSWICK AUTO MART INC. (BRUNSWICK) is a corporation organized and existing pursuant to the laws of the state of Ohio, engaged at all times relevant herein in the business of selling automobiles and related products to consumers.

3) On June 5, 2004 Plaintiff LYNN A. WELCH purchased a new 2005 Chrysler Town and Country VIN 2C4GP54L55R187504 from Defendant BRUNSWICK. The purchase agreement for the vehicle is attached hereto as is the financing statement.

4) After said purchase of the vehicle in question, Plaintiff was induced to purchase an extended warranty from Defendant Chrysler for a purchase price of $2194.20

5) The vehicle was manufactured by Daimler Chrysler and was offered for sale by Daimler Chrysler's authorized dealer, BRUNSWICK and was in fact sold to Plaintiff for $25,375.00 plus financing fees, taxes and other fees.

6) Defendant provided express written warranties applicable to the vehicle.

7) The vehicle did not conform to the express warranties applicable to the vehicle. A copy of the warranty is not attached to this complaint because of its size and because Defendant has a copy of the warranty in its possession.

8) The vehicle has defects and nonconformities which substantially impair the safety and value of the vehicle to Plaintiff.

9) After a reasonable number of attempts to correct the defects and nonconformities in the vehicle by BRUNSWICK, Defendant's have failed to conform the vehicle to the express warranties applicable to the vehicle.

10) Plaintiff has justifiably lost confidence in the vehicles safety and reliability and said nonconformities have substantially impaired the use, value, and/or safety of the vehicle to Plaintiff.

11) The non conformities could not have been discovered by Plaintiff prior to Plaintiff's acceptance of the vehicle.

12) Defendant Daimler Chrysler's conduct violates Ohio's Lemon Law as set

forth in ORC 1345.71 et seq.

13) Plaintiff has satisfied all prerequisites to filing the within action as Defendant Daimler Chrysler does not have a mandated arbitration program.

14) As a direct and proximate result of the defects in the vehicle and its nonconformity to the warranty, Plaintiff has suffered damages which include, but are not limited to the following: payments on the vehicle, payment of automobile insurance, loss of use of the vehicle, great frustration and aggravation, incidental and consequential damages, and other damages to be proven at the trial of this matter.

COUNT II

15) Platen restates the allegations contained in paragraphs 1 through 14 as if fully rewritten herein.

16) The vehicle was sold with express warranties and an implied warranty of merchantability.

17) The vehicle is not fit for the ordinary purpose for which automobiles are used.

18) The vehicle is so riddled with defects that the warranties fail in their essential purpose.

19) The vehicle does not conform with the warranty applicable to the vehicle, and, Defendants have thereby breached their warranty to Plaintiff.

20) As a direct and proximate result of Defendants breach of warranty, Plaintiff has incurred expenses and suffered damages in an amount to be proven at trial.

COUNT III

21) Plaintiff restates the allegation stated in paragraphs 1 through 20 as if fully

rewritten herein.

22) Plaintiff is a "consumer" as that term is defined in RC 1345.01(D)

23) Defendants are "suppliers" as that term is defined in RC 1345.01(C).

24) The transaction at issue is a "consumer transaction" as that term is defined at RC 1345.01(A).

25) Through out the course of dealing with Plaintiff, Defendants have committed unfair, deceptive and unconscionable practices in violation of the Ohio Consumer Sales Practices Act and other state and federal laws, which conduct includes, but is not limited to the following: Failure to repair defects in a timely manner, refusing to honor a warranty, unworkmanlike repairs and or service, stalling or evading legal obligations, requiring the consumer to enter into a consumer transaction on terms the supplier know were substantially one-sided in favor of the supplier and other unfair and deceptive acts.

26) Defendants acts have been declared to be unfair, deceptive or unconscionable acts and practices by rules adopted pursuant to RC 1345.02(B)(2) and further have been determined by Courts of this State to violate RC 1345.02 or RC 1345.03.

27) As a direct and proximate result, Plaintiff suffered damages including loss of use of the vehicle, great frustration, aggravation, and inconvenience, and other damages to be proven at the trial of this matter.

28) Defendants knowingly committed said unfair, deceptive or unconscionable acts and practices.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally for

compensatory and statutory damages in excess of $25,000.00; for declaratory judgment that Defendants acts and practices herein complained are unfair, deceptive and unconscionable sales practices; and for an injunction against continuing these practices; for attorney fees and costs of the action including expert witness fees; and for any other relief which may be just and proper.

RESPECTFULLY SUBMITTED

GREGG A. MANES(00001103)
333 South Main Street #401
Akron, OH 44308
330-762-1199
Fax 330-762-5585
Email: lawboy@sbcglobal.net

JURY DEMAND

Plaintiffs hereby demand a trial by jury of eight (8) on all issues contained in this complaint.

Gregg A. Manes
Attorney for Plaintiff

DAVID J. GORBERG & ASSOCIATES, P.C.
By: **DAVID J. GORBERG** Attorney for Plaintiff
Identification No. 53084
1301 Grant Bldg.
310 Grant Street
Pittsburgh, PA 15219
(412) 894-7004

WILLIAM H. WHIPKEY, JR. 157 Mill Run Road Normalsville, PA 15469	: COURT OF COMMON PLEAS : : ALLEGHENY COUNTY
vs.	
DAIMLER CHRYSLER CORPORATION c/o CT CORPORATION 1515 Market Street Philadelphia, PA 19103	: NO.

COMPLAINT

1. Plaintiff, William H. Whipkey, Jr., is an adult individual citizens and legal residents of the Commonwealth of Pennsylvania, residing at 157 Mill Run Road, Normalsville, PA 15469.

2. Defendant, Daimler Chrysler Corporation, is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its legal residence and principal place of business at P O Box 21-8004, Auburn Hills, Michigan 48321 and can be served at c/o CT Corporation, 1515 Market Street, Philadelphia, PA 19103.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about September 19, 2004, Plaintiff purchased a new 2005 Dodge Caravan manufactured and warranted by Defendant bearing the Vehicle Identification Number 1D4GP45R45B237839. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled more than $24,818.55.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about September 19, 2004, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of, but was not limited to, defective drivetrain, defective electrical system, defective steering/suspension and/or brake system. Copies of repair receipts are attached hereto and marked as Exhibit "A".

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than three (3) times for

the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton and negligent failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

18. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

20. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which

substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express written warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

35. Section 15 U.S.C. §2310 (d) (1) provides:

> If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the Court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the Court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the Court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

36. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods

of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers the reckless, wanton and willful failure of Defendant to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $25,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

X William H. Whitkey Jr.
William Whitkey

Date: 8/18/05

MATTER #	1184104
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	07/13/2007
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44R45R[redacted]
MILEAGE	44,121
OWNER	[redacted] [redacted] Portsmouth, VA[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner presented the vehicle to a dealer for repair complaining that the headlights were going out.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not duplicate the complaint; therefore, no repairs were made. The owner had previously complained to the dealer that the dashlights were flickering, the gauges were going out, and the radio was not working. The dealer found that low battery voltage was causing the PCM and BCM to reset. The owner refused to have battery replaced at the dealership. The PDC and FCM were replaced during a subsequent repair visit. The owner continued to complain of dashlights flashing and radio lights going out, but no problem was found and no repairs were made.

MATTER #	1193466
FILE TYPE	Legal Claim
FILE NAME	[redacted])
DATE OF INCIDENT	Unknown
DATE OF NOTICE	04/11/2007
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44LX5R[redacted]
MILEAGE	34,514
OWNER	[redacted] [redacted] St. Clair, MI [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner complained that headlamp switch was not working and he had to turn the switch on and off a few times before lights would come on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1174194
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	10/9/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44LX5R[redacted]
MILEAGE	34,287
OWNER	[redacted] [redacted] Newburgh, IN [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical:No Component
DESCRIPTION	Owner complained of headlights going out.

INJURIES	0
FATALITIES	0
ANALYSIS	There were prior complaints of dashlights flickering when heat on and radio in use, and the dealer had replaced the failed headlamp dimmer switch and front control module. After several more visits due to flickering headlights and dashlights, the BCM was replaced (open circuit). Owner had subsequent complaints of dashlights flickering, but headlights were not mentioned. The dealer replaced the alternator and connected the radio speakers.

MATTER #	1172622
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	Unknown
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L45R[redacted]
MILEAGE	Unknown
OWNER	[redacted] [redacted] Dingmans Ferry, PA [redacted]
COURT	Common Pleas Court
DOCKET #	001592
ALLEGED DEFECT	Transmission/Transaxle:No Component Electrical:Air Bag Warning Light Seats:Seat-Heater
DESCRIPTION	Owner presented the vehicle to a dealer three times for headlights flickering while heated seats in use.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not duplicate the complaint and therefore no repairs were made. When compared to a similar vehicle the dealer found the vehicle operating as designed.

MATTER #	1211056
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	11/24/09
MODEL/MODEL YEAR	2005 Chrysler Town & Country Fwd

VIN	1C4GP45R95B[redacted]
MILEAGE	48,000
OWNER	[redacted] [redacted] Philadelphia, PA [redacted]
COURT	Common Pleas Court
DOCKET #	002307
ALLEGED DEFECT	Electrical: Head Lamps & Switches

DESCRIPTION	Owner complained of headlights going out. There were prior complaints of dashlights flickering when heat on and radio in use, and the dealer replaced the headlamp dimmer switch and front control module. The owner had subsequent complaints about flickering headlights and dashlights, and the BCM was replaced (open circuit).
INJURIES	0
FATALITIES	0
ANALYSIS	There were no further complaints about headlights, but the dealer replaced the alternators and disconnected the radio speakers in response to a dashlight flickering concern.

MATTER #	1179738
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/15/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R95E[redacted]
MILEAGE	39,183
OWNER	[redacted] [redacted] Atlantic City, NJ[redacted]
COURT	Superior Court
DOCKET #	L112107
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained of having to turn the headlamp switch on and off several times before the headlights would activate.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the problem and no repairs were made. One month later, owner returned with same complaint about the headlights. The dealer replaced the headlamp switch.

MATTER #	1176125
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/18/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L95R[redacted]
MILEAGE	12,195
OWNER	[redacted] [redacted] Toms River NJ[redacted]
COURT	Superior Court
DOCKET #	L1714906
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner complained headlights would not turn on or off unless switch was wiggled.
INJURIES	0
FATALITIES	0
ANALYSIS	The headlamp switch was replaced. One year later there was another complaint that the headlamp switch was not working. It is unclear what, if any, repairs were made.

MATTER #	1173965
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	11/15/2005
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25BX5B[redacted]
MILEAGE	9,722
OWNER	[redacted] [redacted] Philadelphia, PA [redacted]
COURT	Common Pleas Court
DOCKET #	002251
ALLEGED DEFECT	Air Conditioning/Heater:Air Conditioning Belts & Hoses
DESCRIPTION	Owner complained headlamp switches would intermittently not turn on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch. One year later, the BCM was replaced due to complaints of dashlights flickering. Fifteen months after the headlamp switch was replaced, owner complained headlights were flickering on and off while driving. The dealer found no problem and no repairs were made.

MATTER #	1183441
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	6/1/2007
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R05E[redacted]
MILEAGE	47,159
OWNER	[redacted] [redacted] Scranton, PA [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner complained that the headlights were inoperable.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced a headlamp switch.

MATTER #	1155435
FILE TYPE	Legal Claim
FILE NAME	[redacted]
CAIR #	13456943
DATE OF INCIDENT	04/20/2005
DATE OF NOTICE	02/22/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R25E[redacted]
MILEAGE	11,846
OWNER	[redacted] [redacted] Bland, VA [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner filed a complaint with Consumer Services for the State of Virginia on 3/3/2005 stating that he had presented his vehicle to dealer four times for headlights going out while driving (headlamp switch and BCM had been replaced). On 4/21/05, Mr. [redacted] reported that his wife was in an accident the prior day. While she was driving, the lights flickered off and then came back on, causing her to leave the roadway and ascend an embankment. The vehicle did not strike any other vehicle or object. Mrs. [redacted] injuries included bruising to her head, back and stomach. She had gastric bypass about a year prior to this incident and claimed the seat belt or steering wheel caused swelling to her abdomen.
INJURIES	1
FATALITIES	0
ANALYSIS	The dealer was unable to duplicate the headlight complaint.

MATTER #	1178778
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	5/30/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44R55R[redacted]
MILEAGE	22,531
OWNER	[redacted] [redacted] Philadelphia, PA [redacted]
COURT	Common Pleas Court
DOCKET #	002260
ALLEGED DEFECT	Suspension:No Component Brakes:No Component
DESCRIPTION	Owner complained that the headlights would intermittently not come on when the switch was turned on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced headlamp switch.

MATTER #	1179136
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	Unknown
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L95R[redacted]
MILEAGE	Unknown
OWNER	[redacted] [redacted] Willmar, MN [redacted]
COURT	4th Judicial District Court
DOCKET #	Unknown
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner claimed that the headlights would not turn off unless the switch was wiggled a few times.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch two or more times.

MATTER #	1173852
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	7/20/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R75E[redacted]
MILEAGE	14,652
OWNER	[redacted] [redacted] Cherry Hill, NJ [redacted]
COURT	Superior Court
DOCKET #	l669406
ALLEGED DEFECT	Electrical:No Component
DESCRIPTION	Owner complained the headlights were going on and off while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer reprogrammed the PCM.

MATTER #	1171258
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	7/10/2006
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25B55E[redacted]
MILEAGE	14,586
OWNER	[redacted] [redacted] Drexel Hill, PA [redacted]
COURT	Common Pleas Court
DOCKET #	003872
ALLEGED DEFECT	Engine: Engine
DESCRIPTION	Owner complained headlights do not always operate.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch. The PCM was also reprogrammed, but that appears to have been in response to a transmission complaint.

MATTER #	1184258
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	6/25/2007
MODEL/MODEL YEAR	2005 Chrysler Town & Country Limited Fwd
VIN	2C8GP64L85R[redacted]
MILEAGE	29,921
OWNER	[redacted] [redacted] Mayfield Village OH[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical:No Component
DESCRIPTION	Owner complained that the headlights, taillight and dashlight flicker, radio stops working and gauges become erratic.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the BCM. Owner made the same complaint one month later, but no repairs were made because the owner traded in the vehicle. Owner also claimed that the headlights stopped working completely on one occasion and his wife was pulled over by the police.

MATTER #	1190929
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	7/17/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	2D4GP24R65R[redacted]
MILEAGE	15,182
OWNER	[redacted] [redacted]. Sheffield Lake OH[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner presented the vehicle to the dealer on several occasions claiming that the headlights would not illuminate without having to turn the switch on and off a few times and that the headlights went off while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch and reprogrammed the BCM. It appears the headlamp switch was replaced twice.

MATTER #	1197193
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/3/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L55R[redacted]
MILEAGE	16,075
OWNER	[redacted] [redacted] Rochester NY [redacted]
COURT	Supreme Court
DOCKET #	08113630
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights would turn on and off and stay off for 2-3 minutes at a time.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1173678
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/11/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L65R[redacted]
MILEAGE	3,058
OWNER	[redacted] [redacted] Hammonton, NJ [redacted]
COURT	Superior Court
DOCKET #	atll1341606
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights went out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1172988
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	3/6/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44RX5R[redacted]
MILEAGE	29,900
OWNER	[redacted] [redacted] Belle Vernon, PA [redacted]
COURT	Common Pleas Court
DOCKET #	Ar067402
ALLEGED DEFECT	Electrical:No Component
DESCRIPTION	Owner complained that the headlights would intermittently go out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the complaint, but later replaced the BCM. It is not clear if the repair was to address the headlight concern or a problem owner was having with the door locks going on and off by themselves. Six months later the owner complained that the headlights were intermittently going and on and off while driving. The dealer advised the owner that the headlamp switch needed to be replaced. The vehicle was out of warranty and the owner elected not to have the dealer perform the repair.

MATTER #	1172113
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	Unknown
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L25R[redacted]
MILEAGE	Unknown
OWNER	[redacted] [redacted] Enoree SC[redacted]
COURT	Common Pleas Court
DOCKET #	003106
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the electrical went out, including headlights.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer flashed the BCM, replaced the integrated control module, the jumper harness due to water intrusion and the front control module. The PCM may have also been replaced.

MATTER #	1169984
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	3/6/2006
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45RX5B[redacted]
MILEAGE	22,174
OWNER	[redacted] [redacted] Chillicothe, OH [redacted]
COURT	Common Pleas Court
DOCKET #	06ci000491
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained headlights would not turn on at times.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1183522
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	10/2/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	2D4GP24R15R[redacted]
MILEAGE	28,301
OWNER	[redacted] [redacted] Union Grove NC[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Wiring Harness Electrical: Computer/PCM/TCM/BCM/ECM Electrical: Head Lamps & Switches
DESCRIPTION	Owner presented the vehicle to a dealer for repair complaining that the headlights and taillamps pulse while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer installed a new BCM. There had been two prior complaints of dashlight flicker that the dealer could not verify. Owner had four subsequent visits to the dealership for a combination of dashlights, taillights and headlamps flickering and repairs included replacement of a headlamp switch, the PCM, the main engine wiring harness and the switch package, stop lamp.

MATTER #	1178928
FILE TYPE	LEGAL CLAIM
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/5/2007
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	2D4GP24R35R[redacted]
MILEAGE	56,207
OWNER	[redacted] [redacted], Tracyton WA[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Radio/Speakers/Clock/Antenna
DESCRIPTION	Owner complained that the headlights will not always turn on and that she has to cycle the switch on and off several times to get headlights to illuminate.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch which had failed.

MATTER #	1168729
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	11/10/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L85R[redacted]
MILEAGE	5,078
OWNER	[redacted] [redacted] Patchogue, NY[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: No Component:: Electrical: Head Lamps & Switches: Vibration: Body / Trim / Paint / Finish: Dashboard:: Driveability: No Component: Lack/Loss of Power:
DESCRIPTION	Owner complained that the headlights flicker on and off when heater seat is being used.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the BCM. There had been one prior complaint of dashlights flickering that the dealer could not verify. One week after the BCM was replaced, the dealer found the battery not charging and the alternator assembly was replaced to address a concern that the headlights were flickering while driving. Owner had subsequent complaints of dashlights flickering when accessories were in use. The dealer updated the PCM software.

MATTER #	1174352
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	11/02/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L55R[redacted]
MILEAGE	32,020
OWNER	[redacted] [redacted] Vermilion, OH [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Headlights
DESCRIPTION	Owner complained that the headlights would not come on and that he had to play with switch.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the complaint, but found some battery/voltage codes in the door modules. The battery was replaced. The dealer noted the battery may have locked up the BCM.

MATTER #	1186450
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/17/2005
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25B85B[redacted]
MILEAGE	11,415
OWNER	[redacted] [redacted] Derby, VT [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner complained that he had to turn the switch on and off 3 or 4 times to get headlights to come on. One month later, the owner complained that the headlights and dashlights cut out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch and instrument panel switch.

MATTER #	1164479
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/7/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	2D4GP24R85R[redacted]
MILEAGE	8,948
OWNER	[redacted] [redacted] Hummelstown, PA [redacted]
COURT	Common Pleas Court
DOCKET #	000355
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained that the headlamp switch went out.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found an open circuit and replaced the headlamp switch.

MATTER #	1191072
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/15/2005

MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R45E[redacted]
MILEAGE	58,011
OWNER	[redacted] [redacted] Bristol RI [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	The owner presented the vehicle to the dealer complaining that the headlights did not go on sometimes.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found an intermittent problem with the FCM and installed a new one. Owner had a subsequent visit for the same concern and the dealer replaced the BCM. Eleven months later, the owner complained that the headlights were shutting off and on while driving. The dealer could not verify the complaint, but replaced the headlamp switch.

MATTER #	1170449
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/25/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44R95R[redacted]
MILEAGE	20,929
OWNER	[redacted] [redacted] Lincoln, CA [redacted]
COURT	Superior Court
DOCKET #	06as03579
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights turned off while driving and he had to turn the switch on and off until the lights came back on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1169502
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/21/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D8GP44L15R[redacted]
MILEAGE	13,758
OWNER	[redacted] [redacted] Greenfield, WI [redacted]
COURT	Circuit Court
DOCKET #	06cv005228
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights are intermittently inoperative.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer scanned BCM and found a mismatched headlamp switch. The headlamp switch was replaced.

MATTER #	1170095
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/1/2005
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L45R[redacted]
MILEAGE	12,668
OWNER	[redacted] [redacted] North Street MI[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights will intermittently not turn on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the complaint and no repairs were made. One month later the owner returned with the same complaint. Again the dealer could not verify the complaint and no repairs were made.

MATTER #	1171020
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	11/10/2005
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25B45E[redacted]
MILEAGE	7,206
OWNER	[redacted] [redacted] Ramsey, MN [redacted]
COURT	10th Judicial District Court
DOCKET #	Unknown
ALLEGED DEFECT	Electrical: Air Bag Warning Light:: Engine: Engine: Noise: Electrical: Head Lamps & Switches::
DESCRIPTION	Owner complained that the headlights flicker when driving, but will stay on if the switch is held.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the switch. Two years later, the owner complained three times of headlights flickering; one complaint related to a weak battery and the other two complaints were related to a flicker noticed when the blower motor was on high which the dealer determined was a normal operating condition.

MATTER #	1185199
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	6/8/2007
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R05E[redacted]
MILEAGE	23,958
OWNER	[redacted] [redacted] Hazlet NJ [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Suspension: No Component::
DESCRIPTION	Owner complained that the headlights were not working properly and that they will come on if switch is turned on and off numerous times.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1155613
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	3/3/2005
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L45R[redacted]
MILEAGE	4,991
OWNER	[redacted] [redacted] Sinking Spring, PA [redacted]
COURT	Common Pleas Court
DOCKET #	000075
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner presented the vehicle to the dealer for repair complaining that the headlights were not working.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found the headlamp switch was open and replaced it. Four days later, the owner returned stating that the headlight did not come on. The dealer verified the concern and replaced the headlamp switch and the body control module. The owner Claimed that the headlight concern continued after this repair but there are no repair orders to that effect.

MATTER #	1181179
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/15/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L25R[redacted]
MILEAGE	14,613
OWNER	[redacted] [redacted] Baltic, OH [redacted]
COURT	Common Pleas Court
DOCKET #	2007cv090686
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	The owner presented the vehicle to the dealer complaining that the headlights sometimes flicker and stop working and the dealer flashed the BCM.
INJURIES	0
FATALITIES	0
ANALYSIS	The vehicle was returned with the same complaint the next day and the dealer replaced the headlamp switch. There was a subsequent complaint, about eleven months later, that the headlights went out intermittently. The dealer found loss of communication from PCM to BCM and replaced the IP cluster.

MATTER #	1176102
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	Unknown
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R75E[redacted]
MILEAGE	Unknown
OWNER	[redacted] [redacted] Bangor, PA [redacted]
COURT	Common Pleas Court
DOCKET #	002683
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained of headlights flickering while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found the battery was low and the alternator was replaced.

MATTER #	1203878
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	3/1/2008
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L05R[redacted]
MILEAGE	34,270

OWNER	[redacted] [redacted] Latrobe, PA [redacted]
COURT	Common Pleas Court
DOCKET #	AR09009793
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	The owner presented the vehicle to the dealer for repair complaining that the headlights and interior lights flashed.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not duplicate the concern and no repairs were made. About two months later the dealer replaced the headlamp switch after owner complained that all the lights on the dash flashed and the vehicle was hard to start. Three months later, the owner complained that the dash lights flashed and vehicle stalled while accelerating. The dealer found a code for low battery, but no other problem.

MATTER #	1170386
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	3/14/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L15R[redacted]
MILEAGE	9,295
OWNER	[redacted] [redacted] Ottawa, IL [redacted]
COURT	Circuit Court
DOCKET #	06m1202278
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained while he was driving in the rain, the headlights would flicker once and then stay on. The owner stated that this happened only two times.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer was not able to verify the complaint and no repair was made.

MATTER #	1181178
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/23/2007
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25BX5B[redacted]
MILEAGE	25,048
OWNER	[redacted] [redacted] Campbell OH [redacted]
COURT	Common Pleas Court
DOCKET #	2007cv03364
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained that the headlights were inoperable.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1158148
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/19/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L45R[redacted]
MILEAGE	11,912
OWNER	[redacted] [redacted]. Latrobe PA [redacted]
COURT	Common Pleas Court
DOCKET #	5028of2005
ALLEGED DEFECT	Body / Trim / Paint / Finish: No Component
DESCRIPTION	The owner presented the vehicle to the dealer for repair complaining that the headlights would not come on and the lights dim and shut off.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch. The BCM was also replaced at that time to address a complaint that the sliding door was opening by itself.

MATTER #	1169907
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/14/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L15R[redacted]
MILEAGE	10,288
OWNER	[redacted] [redacted] Jacksonville FL[redacted]
COURT	Superior Court
DOCKET #	52d010606pl223
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights were faulty.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found parking lights and headlights would not shut off when the key was off and removed from ignition, and replaced the headlamp switch. Six months later, owner returned to dealer stating that the headlights and dome lights would turn off and on. The BCM was replaced.

MATTER #	1169728
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/7/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R65E[redacted]
MILEAGE	13,026
OWNER	[redacted] [redacted] Pinehurst NC[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained of headlamp switch short.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1168369
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	7/13/2005
MODEL/MODEL YEAR	2005 Chrysler Town & Country Fwd
VIN	1C4GP45R95B[redacted]
MILEAGE	5,891
OWNER	[redacted] [redacted] Traverse City MI [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the air conditioning, wipers, headlights and gauges went out.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer had installed a new BCM two months prior. The dealer found cluster pulling down BUS WAR and loss of communication codes in all the modules but the cluster. The dealer installed a new cluster. At a subsequent visit, the owner complained that the headlights would not shut off and the dealer replaced the PCM and the BCM.

MATTER #	1184330
FILE TYPE	LEGAL CLAIM
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/26/2007
MODEL/MODEL YEAR	2005 Dodge Caravan Se Fwd
VIN	1D4GP25B05E[redacted]
MILEAGE	26,537
OWNER	[redacted]
	[redacted]
	Douglassville PA[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Engine: No Component::
	Transmission / Transaxle: No Component::
DESCRIPTION	Owner complained that the headlights would not always come on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1158178
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/4/2005
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R65E[redacted]
MILEAGE	9,943
OWNER	[redacted] [redacted] Kissimmee, FL [redacted]
COURT	Circuit Court
DOCKET #	ci05ci1612
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner returned to the dealer three times complaining that the headlights did not work.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found no problem and no repairs were made during the first two visits. At the third visit, the dealer replaced the headlamp switch. One month later, owner complained that headlights were not working again and the dealer replaced the lamp and instrumental panel switch.

MATTER #	1201239
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	5/1/2007
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44LX5R[redacted]
MILEAGE	26,776
OWNER	[redacted] [redacted] Strongsville OH[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	No Component
DESCRIPTION	Owner complained that she would have to turn the vehicle off and back on to get the headlights to work.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found no problem and no repairs were made. About two weeks later, the owner returned to the dealer stating the headlights went off while driving and she had to wiggle the switch to get the lights to flicker on. The dealer replaced the headlamp switch. Two days later, owner returned to dealer complaining that headlights were operating intermittently. The dealer found no problem and no repair was made.

MATTER #	1192891
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	6/29/2007
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44R65R[redacted]
MILEAGE	63,571
OWNER	[redacted] [redacted] Pittsburgh PA [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained headlamp switch was inoperable.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found no problem and no repair was made. A couple weeks later, the owner returned to the dealer again complaining about the headlights. The dealer replaced the headlamp switch.

MATTER #	1166294
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/6/2005
MODEL/MODEL YEAR	2005 Chrysler Town & Country Fwd
VIN	1C4GP45R35B3[redacted]
MILEAGE	5,523
OWNER	[redacted] [redacted] Massillon OH [redacted]
COURT	Common Pleas Court
DOCKET #	2006cv02486
ALLEGED DEFECT	Electrical: No Component
DESCRIPTION	Owner complained that the headlights intermittently would not come on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1168737
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/18/2006
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R95E[redacted]
MILEAGE	14,215
OWNER	[redacted] [redacted] West Covina CA[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	The owner presented the vehicle to the dealer for repairs complaining that the headlights would not turn on intermittently.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the complaint and no repairs were made.

MATTER #	1176492
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/7/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Se Fwd
VIN	1D4GP24R65E[redacted]
MILEAGE	12,850
OWNER	[redacted] [redacted] Iola WI [redacted]
COURT	Circuit Court
DOCKET #	07cv001309
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights do not always work and they he would have to play with the switch to get them to come on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced headlamp switch.

MATTER #	1166724
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/26/2006
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R05E[redacted]
MILEAGE	15,771
OWNER	[redacted] [redacted] Fairborn OH [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained that the headlights went out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1162981
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	4/6/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C8GP54L85R[redacted]
MILEAGE	30,016
OWNER	[redacted] [redacted] Ithaca NY[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Lights
DESCRIPTION	Owner complained headlights pulsate and that they turn off when turn signal is activated.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer was unable to verify the complaint and no repairs were made. A year later, the owner complained the headlights were flickering. The dealer could not verify this complaint and no repair was made.

MATTER #	1198032
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	9/25/2008
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44R25R[redacted]
MILEAGE	47,000
OWNER	[redacted] [redacted] Pottsville PA[redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	The owner presented the vehicle to the dealer Claiming that while driving the exterior and interior lights flickered, went out and then came back on.

INJURIES	0
FATALITIES	0
ANALYSIS	Repairs included replacement of the battery, headlamp switch, battery. PCM and BCM. The odometer and PRNDL lights continued to flicker and the TIPM was replaced pursuant to STAR recommendation. The owner had subsequent visits for odometer and PRNDL lights flickering and the instrument cluster was eventually replaced. The owner also continued to complain that headlights and interior lights flickered and went out while driving.

MATTER #	1173288
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/7/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Fwd
VIN	1C4GP45R65B[redacted]
MILEAGE	27,885
OWNER	[redacted] [redacted] Seven Springs, NC [redacted]
COURT	General Court of Justice
DOCKET #	06cv017729
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights flickered off and on.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1181478
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R35E[redacted]
MILEAGE	Unknown
OWNER	[redacted] [redacted] Sheridan IN [redacted]
COURT	Superior Court
DOCKET #	Unknown
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner returned to the dealer three times in a one month period of time, complaining that the headlights would flicker at times.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found no problem and no repairs were made.

MATTER #	1169753
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	12/9/2004
MODEL/MODEL YEAR	2005 Chrysler Town & Country Touring Fwd
VIN	2C4GP54L55R[redacted]
MILEAGE	11,715
OWNER	[redacted] [redacted] North Royalton, OH[redacted]
COURT	Common Pleas Court
DOCKET #	06civ0820
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights would not come on occasionally.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer could not verify the complaint and no repairs were made. About six weeks later, the owner returned to dealer with the same complaint and the dealer replaced the headlamp switch.

MATTER #	1161078
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/6/2006
MODEL/MODEL YEAR	2005 Dodge Caravan Sxt Fwd
VIN	1D4GP45R45E[redacted]
MILEAGE	33,901
OWNER	[redacted] [redacted] Normalville, PA [redacted]
COURT	Common Pleas Court
DOCKET #	ar056362
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained of headlights going out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The dealer replaced the headlamp switch.

MATTER #	1181878
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	1/21/2005
MODEL/MODEL YEAR	2005 Chrysler Town & Country Lx Fwd
VIN	2C4GP44RX5R[redacted]
MILEAGE	6,855
OWNER	[redacted] [redacted]. Allison Park, PA [redacted]
COURT	Common Pleas Court
DOCKET #	ar07002560
ALLEGED DEFECT	Electrical: Head Lamps & Switches
DESCRIPTION	Owner complained that the headlights would not always come on when vehicle was started.

INJURIES	0
FATALITIES	0
ANALYSIS	The dealer found no problem and noted vehicle did not have daylight running lights and was working as designed. Five months later, the owner complained that the headlights were inoperable at times with switch. The dealer replaced the headlamp switch.

MATTER #	1165462
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	Unknown
DATE OF NOTICE	2/8/2005
MODEL/MODEL YEAR	2005 Dodge Grand Caravan Sxt Fwd
VIN	2D4GP44L15R[redacted]
MILEAGE	5,994
OWNER	[redacted] [redacted]. Bolingbrook IL [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Electrical: Lights::
DESCRIPTION	Owner returned to the dealer five times with a complaint that the headlights would not come on or would go out while driving.
INJURIES	0
FATALITIES	0
ANALYSIS	The headlamp switch was replaced, the BCM was replaced and then the headlamp switch was replaced for a second time.

MATTER #	1165552
FILE TYPE	Legal Claim
FILE NAME	[redacted]
DATE OF INCIDENT	02/08/2006
DATE OF NOTICE	02/01/2006
MODEL/MODEL YEAR	2005 Chrysler Town & Country Fwd
VIN	1C4GP45R05B[redacted]
MILEAGE	14,000
OWNER	[redacted] Wilson Creek, WA [redacted]
COURT	None
DOCKET #	None
ALLEGED DEFECT	Air Bag: Air Bag: Deployment-non: Electrical: Lights::
DESCRIPTION	Driver stated she was driving down the highway when her lights went out so she slowed down. While she was slowing down a deer ran into the passenger corner of her van and went across the front. Driver stated she was going around 20 mph at the time of the incident.
CRASH	Yes
INJURIES	0
FATALITIES	0
ANALYSIS	Inspection revealed that the headlight switch was cycled twice and both times the headlights were operational, both high and low beams.