

DP14-004

CHRYSLER

9/15/2014

—

Legals and Cust Complaints

PUBLIC

6-17-11 15:15

Photographs Taken by Chris Carlson Scribed by [REDACTED]

$36^{\circ} 33' 40''$ N $94^{\circ} 50' 22''$ W

1. 18mm, 53° NE
2. 18mm, 73° E
3. 55mm, 53° NE

$36^{\circ} 32' 33''$ N $94^{\circ} 50' 44''$ W

4. 18mm, 233° SW
5. 18mm, 233° SW
6. 55mm, 233° SW

$36^{\circ} 33' 40''$ N $94^{\circ} 50' 22''$ W

7. 18mm, 174° S
8. 55mm, 174° S

$36^{\circ} 33' 40''$ N $94^{\circ} 50' 22''$ W

9. 18mm, 96° E
10. 18mm, 96° E
11. 18mm, 96° E
12. 55mm, 96° E
13. 55mm, 98° E
14. 55mm, 69° E
15. 55mm, 71° E
16. 55mm, 71° E
17. 18mm, 95° E

$36^{\circ} 33' 33''$ N $94^{\circ} 50' 22''$ W

20. 18mm, 120° SE
21. 55mm, 120° SE

Photo Log Continued

$36^{\circ} 33' 40'' \text{ N } 94^{\circ} 50' 22'' \text{ W}$

- 22. 18mm, 178' S
- 23. 18mm, 335' NW

$36^{\circ} 33' 40'' \text{ N } 94^{\circ} 50' 22'' \text{ W}$

- 24. 18mm, 325' NW
- 25. 55mm, 356' N
- 26. 18mm, 356' N

$36^{\circ} 33' 40'' \text{ N } 94^{\circ} 50' 22'' \text{ W}$

- 27. 18mm, 356' N
- 28. 18mm, 218' SW
- 29. 18mm, 71' E

$36^{\circ} 33' 46'' \text{ N } 94^{\circ} 50' 29'' \text{ W}$

- 30. 18mm, 307' NW
- 31. 18mm, 52' NE
- 32. 18mm, 184' S

$36^{\circ} 33' 50'' \text{ N } 94^{\circ} 50' 10'' \text{ W}$

- 33. 18mm, 184' S
- 34. 55mm, 184' S

$36^{\circ} 33' 40'' \text{ N } 94^{\circ} 50' 10'' \text{ W}$

- 35. 55mm, 322' NW

Police drawing of scene, with path of vehicle highlighted.



Scene photos - Circle indicates where vehicle was parked.



**Service of Process
Transmittal**

01/10/2012

CT Log Number 519775208

TO: Melissa Gravlin
Chrysler Group LLC
Office Of General Counsel, 1000 Chrysler Drive
CIMS: 485-13-62
Auburn Hills, MI 48326-2766

RE: Process Served in Delaware

FOR: Chrysler Group LLC (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED],
[REDACTED] vs. Chrysler Group, LLC, etc., et al., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Summons, Petition, First Set of Interrogatories, Certificate(s) of Service, First Requests

COURT/AGENCY: Cleveland County District Court, OK
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Wrongful Death - On June 17, 2011, Plaintiff's decedent was seat-belted in the 2011 Jeep Wrangler Unlimited Rubicon 4*4 with the gear selector in the "Park" position when on its own, the Jeep moved into the lake and sank, drowning the decedent

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, Wilmington, DE

DATE AND HOUR OF SERVICE: By Certified Mail on 01/10/2012 postmarked on 01/05/2012

JURISDICTION SERVED : Delaware

APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of the day of service - Answer // February 20, 2012 at 1:00 p.m. - Production

ATTORNEY(S) / SENDER(S): John W. Norman
Norman & Edem, P.L.L.C.
Renaissance Centre East
127 Northwest 10th Street
Oklahoma City, OK 73103-4927
405-272-0200

ACTION ITEMS: CT has retained the current log, Retain Date: 01/10/2012, Expected Purge Date: 01/15/2012
Image SOP

SIGNED: The Corporation Trust Company
PER: Scott LaScala
ADDRESS: 1209 Orange Street
Wilmington, DE 19801
TELEPHONE: 302-658-7581

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

_____, Personal Representative of
THE ESTATE OF _____, deceased,
Plaintiff,

vs.

CHRYSLER GROUP, LLC, a foreign limited
liability corporation; BOB MOORE DODGE
CHRYSLER JEEP, L.L.C., a domestic limited
liability company; HYPERTECH, INC., a foreign
corporation; DOREL JUVENILE GROUP, INC.,
D/B/A COSCO HOME AND OFFICE PRODUCTS,
a foreign corporation; and _____, an
individual,

Defendants.

Case No. _____

SUMMONS

TO: Chrysler Group LLC
c/o Registered Agent – The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

You have been sued by the above-named Plaintiffs, and you are directed to file a written answer to the attached Petition in the Court of the above-address within twenty (20) days after service of this Summons upon you exclusive of the day of service. Within the same time, a copy of your Answer must be delivered or mailed to the attorneys for the Plaintiffs. Unless you answer the Petition within the time stated, judgment will be rendered against you with costs of the action.

Issued this 27 day of October, 2011.

Rhonda Hall

COURT CLERK

By: _____

Deputy Court Clerk



(SEAL)

Attorneys For Plaintiff

JOHN W. NORMAN, OBA #6699
BRADLEY E. NORMAN, OBA #18975
SCOTT B. HAWKINS, OBA #21694
NORMAN & EDEM, P.L.L.C.
Renaissance Centre East
127 Northwest 10th Street
Oklahoma City, OK 73103-4927
Telephone: (405) 272-0200
Facsimile: (405) 235-2949

This Summons was served on _____
(Date of Service)

(Signature of person serving Summons)

YOU MAY SEEK THE ADVICE OF AN ATTORNEY ON ANY MATTER CONNECTED WITH THIS SUIT OR YOUR ANSWER. SUCH ATTORNEY SHOULD BE CONSULTED IMMEDIATELY SO THAT AN ANSWER MAY BE FILED WITHIN THE TIME LIMIT STATED IN THE SUMMONS.

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

██████████, Personal Representative of)
THE ESTATE OF ██████████, deceased,)

Plaintiff,)

vs.)

CHRYSLER GROUP, LLC, a foreign limited)
liability corporation; BOB MOORE DODGE)
CHRYSLER JEEP, L.L.C., a domestic limited)
liability company; HYPERTECH, INC., a foreign)
corporation; DOREL JUVENILE GROUP, INC.)
dba COSCO Home and Office Products, a foreign)
corporation; and ██████████, an individual,)

Defendants.)

Case No. ██████████

STATE OF OKLAHOMA }
CLEVELAND COUNTY } S.S.
FILED

OCT 27 2011

In The Office of the
Court Clerk RHONDA HALL

PETITION

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 12 Okla. Stat. §2004(F).
2. Plaintiff, Plaintiff's decedent, and the sole heirs of Plaintiff's decedent are and were Oklahoma citizens. Defendant Bob Moore Dodge Chrysler Jeep, L.L.C. is an Oklahoma limited liability company with its principal place of business in Oklahoma, and is therefore deemed to be a citizen of the state of Oklahoma, and Defendant ██████████ is an Oklahoma citizen. There is therefore no diversity of citizenship pursuant to 28 U.S.C. 1332(c), and removal of this action to federal court would also be improper pursuant to 28 U.S.C. 1441(b). Moreover, this case does not involve a federal question, or any other basis for original federal jurisdiction, so removal of this action to federal court on those grounds would also be improper. See ██████████ ██████████

██████████ ██████████ ██████████

3. This Court has venue of the matter in controversy pursuant to 12 Okla. Stat. §§134, 139, and 187, because some one of the Defendants may be summoned in Cleveland County.

4. Plaintiff [REDACTED] ("Plaintiff") resides in Cleveland County, Oklahoma, and is the Personal Representative of the Estate of [REDACTED]. He brings this action on behalf of the Estate and Heirs of [REDACTED] pursuant to 12 O.S. §§1051-1055.

5. Defendant Chrysler Group, LLC ("Chrysler") is a foreign limited liability company in Delaware, with its principal place of business in Michigan.

6. Defendant Bob Moore Dodge Chrysler Jeep, L.L.C. ("Bob Moore") is a domestic limited liability company in Oklahoma.

7. Defendant Hypertech, Inc. ("Hypertech") is a foreign corporation with its principal place of business in Tennessee.

8. Defendant Dorel Juvenile Group, Inc., also known as COSCO Home and Office Products, ("COSCO") is a Massachusetts corporation with its principal place of business in Indiana.

9. Defendant [REDACTED] is a citizen of Oklahoma and the father of [REDACTED].

CAUSE OF ACTION

10. Chrysler designed, manufactured, marketed, and sold a 2011 Jeep Wrangler Unlimited Rubicon 4X4 ("Jeep" or "Product"), to Bob Moore, a new car dealer that installed and programmed an Accu-Pro ("Accu-Pro" or "Product") which was designed, manufactured, marketed, and sold by Hypertech. Bob Moore inspected, tested, operated and serviced until it sold the Jeep and Accu-Pro to [REDACTED] on June 14, 2011. COSCO designed, manufactured,

marketed, and sold a child restraint (“child restraint” or “product”) to [REDACTED] who secured it to the child restraint anchorage system in the second row passenger seat of the Jeep.

11. On June 17, 2011, Plaintiff's Decedent [REDACTED], age 21 months, was asleep in the child restraint, and the belts provided with the child restraint were snugly adjusted around him. On arriving at a Grand Lake cabin in Delaware County, Oklahoma, [REDACTED] placed the gear shift selector in the “Park” position. After the [REDACTED] exited, the Jeep remained parked without moving for some time, during which [REDACTED] mother [REDACTED] regularly checked on [REDACTED] while assisting with the children of the [REDACTED] hosts as [REDACTED] father helped to prepare the cabin. On returning to see if [REDACTED] was still sleeping, [REDACTED] discovered the Jeep was gone.

12. On its own, the Jeep had moved into the lake and was sinking.

13. Divers made several attempts to rescue [REDACTED] but were not able to remove him from the child restraint. [REDACTED] drowned.

14. Said injuries and harm were the direct and proximate result of the carelessness and negligence of Defendants Chrysler, Bob Moore, Hypertech, and Cosco, individually, by and through their agents, servants, and employees, acting within the scope of their employment, jointly, severally, concurrently, and in concert, as follows, in that said defendants failed to:

- (a) adequately study available design criteria and foreseeable failure modes;
- (b) adequately manufacture their said products to provide safety in reasonably foreseeable uses and circumstances;
- (c) adequately inspect, examine, and test said products in reasonably foreseeable uses and circumstances;
- (d) adequately instruct and warn regarding proper assembly, maintenance, safe use, failures and dangers of said products in reasonably foreseeable uses and circumstances;

- (e) instruct, caution, and warn regarding the proper and safe use of said products in reasonably foreseeable uses and circumstances;
- (f) adequately inspect, examine, test, and maintain said products;
- (g) adequately instruct and warn regarding proper operation and safe use of said products in reasonably foreseeable uses and circumstances;
- (h) meet applicable standards of care and breached duties owed with regard to said products.

15. Plaintiff has reason to believe other defendants will claim reasonable care was not used by Ogle, who is therefore joined pursuant to Okla. Stat. tit. 12, § 2020.

16. Said injuries and harm were the direct and proximate result of defects in the defendants' products, for which defects said defendants are strictly liable under the Oklahoma doctrine of Manufacturers Product Liability.

17. The injuries and harm suffered by [REDACTED] were permanent, painful, and progressive, and resulted in his death on June 17, 2011.

18. As a result of the death of [REDACTED], his estate and heirs have and will be damaged in an amount in excess of \$10,000.

PRAYER

A part of Oklahoma's tort reform legislation found at Okla. Stat. tit. 12, § 2008(A)(2) provides, "Every pleading demanding relief for damages in money in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code shall, without demanding any specific amount of money, set forth only that the amount sought as damages is in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, except in actions sounding in contract." However, this action is not removable for the reasons set forth in Paragraph 2 of this Petition, and to remove this case to federal court would violate Sections 1332 and 1441 of Title 28 of the United States Code.

By: 

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-and-

PRESTON A. TRIMBLE, OBA # 9090
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ehayes@coxinet.net

ATTORNEYS FOR PLAINTIFF

**ATTORNEYS' LIEN CLAIM
JURY TRIAL REQUESTED**

**IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA**

██████████, Personal Representative of)
THE ESTATE OF ██████████, deceased,)
)
Plaintiff,)
)
vs.)
)
CHRYSLER GROUP, LLC, a foreign limited)
liability corporation; BOB MOORE DODGE)
CHRYSLER JEEP, L.L.C., a domestic limited)
liability company; HYPERTECH, INC., a foreign)
corporation; DOREL JUVENILE GROUP, INC.)
dba COSCO HOME AND OFFICE PRODUCTS,)
a foreign corporation; a ██████████)
individual,)
)
Defendants.)

Case No. ██████████

**PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANT CHRYSLER
GROUP, LLC**

(Served with Petition and Summons)
(12 O.S. §§3233A)

INTERROGATORY NO. 1: Please state seriatim the principal or material facts which support your defenses herein, including your affirmative defenses.

INTERROGATORY NO. 2: Please state seriatim the principal or material legal basis and/or basis for each of your defenses, including your affirmative defenses.

INTERROGATORY NO. 3: Please state seriatim how the principal or material facts which support your defense herein apply to your legal basis and/or basis supporting your defenses.

INTERROGATORY NO. 4: Please state seriatim the name, address, telephone number, and profession or occupation of each person who has any knowledge of facts regarding, supporting or contradicting any of your defenses, including but not limited to affirmative defenses; and for each such person state seriatim the facts known by such person and how and why such facts are in regard to, support or contradict your defenses, including but not limited to your affirmative

defenses.

INTERROGATORY NO. 5: Please state seriatim the name, address, telephone number, and profession or occupation of each person who is qualified as an expert witness, even though you may not have identified or determined whether to call at trial such person as an expert witness, who has knowledge of any principal or material facts and/or who holds any opinions regarding, supporting, or contradicting any of your defenses, including affirmative defenses; and for each such person state seriatim:

- a. the subject matter and substance of such opinions, and how and why such opinions are in regard to, support or contradict your defenses, your affirmative defenses.
- b. the substance of the principal or material facts known and opinions held by such person;
- c. a summary of the grounds for each opinion;
- d. the qualifications of each person qualified as an expert witness, including a list of all publications authored by the expert witness within the preceding ten (10) years;
- e. the compensation to be paid to the expert witness; and
- f. a listing of any other cases in which the expert witness has testified as an expert at trial or by deposition within the preceding four (4) years.

INTERROGATORY NO. 6: Please identify by custodian, date, location, and subject matter, each document, including, but not limited to, writings, drawings, graphs, charts, photographs, motion picture films, phonograph records, tape and video recordings, records and other data compilations, including computer data, which are in regard to, support or contradict your defenses, including but not limited to your affirmative defenses, and for each such document

state seriatim how and why same is in regard to, supports, or contradicts your defenses, including but not limited to your affirmative defenses.

INTERROGATORY NO. 7: Please identify the total number of Jeep Wrangler Unlimited Rubicon 4X4s, by model number, which were manufactured and sold by Chrysler Group, LLC in the last 6 (six) years.

INTERROGATORY NO. 8: Your website indicates that Chrysler Group, LLC products are sold worldwide including with multiple retailers and/or dealers in the United States. Please identify by name the top 25 retailers in the United States responsible for the largest volume of sales of Chrysler Group, LLC's Jeep Wrangler Unlimited Rubicon 4X4s over the last 6 (six) years.

INTERROGATORY NO. 9: Please identify by style, every lawsuit that has been filed against Chrysler Group, LLC, whereby an allegation was made that an individual was injured or killed as a result of the use of a Jeep Wrangler Unlimited Rubicon 4X4.

INTERROGATORY NO. 10: Please identify by name and address, the individual with Chrysler Group, LLC who maintains the most knowledge regarding any and all complaints made by anyone against Chrysler Group, LLC relating to the use of a Jeep Wrangler Unlimited Rubicon 4X4. This request is intended to include all complaints, including formal legal complaints, but also verbal complaints, written complaints or e-mail complaints by a consumer or other individual.

INTERROGATORY NO. 11: If there were in effect at the time of the incident described in the Petition herein one or more policies of insurance by or through which you are or were insured in any manner and to any extent, or any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the

action or to indemnify or reimburse for payments made to satisfy the judgment, whether primary or excess coverage, with respect to any of the claims, causes of action, injuries or damages alleged or claimed against you in said Petition, including any such agreements or policies of insurance to which there is or may be a denial, dispute, controversy or question as to the coverage or applicability of said agreement or policy to the subject incident, please identify: (a) the total number of such agreements or policies; (b) the name of the company issuing each such agreement or policy; (c) the agreement or policy number of each; (d) the complete wording of and all named insured(s) on each such agreement or policy; (e) the limits of coverage, including but not limited to bodily injury or public liability coverage of each such agreement or policy; (f) the effective dates of each such agreement or policy; (g) the name and address of the custodian(s) of each such agreement or policy; and (h) whether there is any denial, dispute, controversy or question as to the coverage or applicability of each such agreement or policy for the subject incident, and if so, the basis of this denial, dispute, controversy or question.

For purposes of the following interrogatories, please note the attached Exhibit A, is a photograph of the 2011 Jeep Wrangler Unlimited Rubicon 4X4 (“Jeep”), VIN 1J4BAGH10BI[REDACTED], purchased by Defendant David M. Ogle from Defendant Bob Moore Dodge Chrysler Jeep, L.L.C. which Plaintiff avers is the same Jeep involved in the incident and made the basis of this lawsuit.

INTERROGATORY NO. 12: Please provide the model number for the Jeep which appears in Exhibit A.

INTERROGATORY NO. 13: Please provide the identity of the design engineer(s) of the Jeep appearing in Exhibit A.

INTERROGATORY NO. 14: Regarding the Jeep identified in Exhibit A, please identify the role of Chrysler Group, LLC, as to whether they marketed, manufactured, sold, distributed,

assembled or a combination of the above, this Jeep.

INTERROGATORY NO. 15: Please advise as to whether or not Chrysler Group, LLC continues to market, sell, distribute, or service, the make and model of the Jeep identified in Exhibit A. If no, when did it stop and why.

INTERROGATORY NO. 16: Regarding the Jeep reflected on Exhibit A, please identify the approximate number of such Jeeps that have been manufactured and sold to date by Chrysler Group, LLC.

INTERROGATORY NO. 17: Please identify the individual by name and address from Chrysler Group, LLC, who maintains the most knowledge relating to the design of the Jeep reflected on Exhibit A.

INTERROGATORY NO. 18: Please identify each and every technical service bulletin and/or recall notice issued related to the model number of the Jeep reflected on Exhibit A.

INTERROGATORY NO. 19: Please identify all entities involved in any way, in the manufacturing and design of the Jeep, identified in Exhibit A.

INTERROGATORY NO. 20: Please identify all documents and tangible things which Chrysler Group, LLC contend(s) were provided to the consumer at the point of sale/purchase of the Jeep reflected on Exhibit A.

INTERROGATORY NO. 21: Was the Jeep shown in Exhibit A submitted to any governmental, public or private agency for approval for sale? If yes, identify to whom and when.



By:

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-AND-

PRESTON A. TRIMBLE - OBA # 9090
Trimble Law Offices
231 South Peters
Norman, OK 73069
405-321-8272 (O)
405-321-9857 (F)

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing document was on

January 5, 2012, X mailed, ___ faxed, ___ delivered, ___ e-mailed to the following:

Chrysler Group, LLC
c/o Registered Agent – The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Defendant

A handwritten signature in black ink, appearing to read 'B. E. Norman', is written over a horizontal line.

BRADLEY E. NORMAN

**IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA**

██████████, Personal Representative of)
THE ESTATE OF ██████████, deceased,)
)
Plaintiff,)
)
vs.)
)
CHRYSLER GROUP, LLC, a foreign limited)
liability corporation; BOB MOORE DODGE)
CHRYSLER JEEP, L.L.C., a domestic limited)
liability company; HYPERTECH, INC., a foreign)
corporation; DOREL JUVENILE GROUP, INC.)
dba COSCO HOME AND OFFICE PRODUCTS,)
a foreign corporation; a ██████████)
individual,)
Defendants.)

Case No. ██████████

**PLAINTIFFS' FIRST REQUESTS FOR PRODUCTION TO DEFENDANT CHRYSLER
GROUP, LLC**
(Served with Petition and Summons)
(12 O.S. §3234B)

Plaintiff requests Defendants to permit Plaintiffs to:

- (1) Inspect and copy any and all DOCUMENTS, information that is fixed in a tangible medium, such as paper, including, but not limited to, the ORIGINAL OR BEST COPY of any and all writings, drawings, films, charts, graphs, motion picture films, phonograph records, tape and video recordings, photographs, notices, memoranda, diaries, minutes, correspondence, books, journals, ledgers, reports, worksheets, notes, printed e-mails, letters, abstracts, audits, checks, diagrams, drafts, instructions, lists, logs, resumes, summaries and other data compilations (including computer data) from which information can be obtained, translated, if necessary, through detection devices into reasonably usable form (hereinafter DOCUMENTS), and

(2) All DOCUMENTS and TANGIBLE THINGS, including but not limited to, all digital or analog electronic files, including “deleted” files and file fragments, stored in machine-readable format on magnetic, optical or other storage media, including the hard drives or floppy disks used by your computers and their backup media (e.g., other hard drives, backup tapes, floppies, flash drives, portable hard drives, CD-ROMs, SD cards) or otherwise, whether such files have been reduced to paper printouts or not. More specifically, all e-mails, both sent and received, whether internally or externally; all word-processed files, including drafts and revisions; all spreadsheets, including drafts and revisions; all databases; all presentation data or slide shows produced by presentation software (such as Microsoft PowerPoint); all graphs, charts and other data produced by project management software (such as Microsoft Project); all data generated by calendaring, task management and personal information management (PIM) software (such as Microsoft Outlook or Lotus Notes); all data contained on personal data assistants (PDAs), such as Blackberry, iPhone, smart phone or Windows CE-based or Pocket PC devices; Social Media data, i.e. FaceBook, Google+, MySpace, LinkedIn, Twitter, YouTube, etc., digital camera data, cell phone data; all data created with the use of document management software; all data stored in “cloud” repositories including Dropbox, Google Docs, iCloud, etc.; all data created with the use of paper and electronic mail logging and routing software; all internet and web-browser-generated history files, caches and “cookies” files generated at any workstation and on any and all backup storage media; and any and all other files generated by users through the use of computers and/or telecommunications, including but not limited to voice mail. Any log or logs of

network use by you, members of your household, friends, employees etc., whether kept in paper or electronic form, and all copies of your backup tapes and the software necessary to reconstruct the data on those tapes, so that there can be made a complete, bit-by-bit "mirror" evidentiary image copy of the storage media of each and every personal computer (and/or workstation) and network server in your control and custody, as well as image copies of all hard drives retained by you and no longer in service, but in use at any time from 1962 to the present and

(3) All DOCUMENTS and TANGIBLE THINGS, including but not limited to, all passwords, decryption procedures (including, if necessary, the software to decrypt the files); network access codes, ID names, manuals, tutorials, written instructions, decompression or reconstruction software. Any and all information and things necessary to access, view and (if necessary) reconstruct the electronic data we may produce through discovery and

(4) Inspect and copy, test or sample any and all TANGIBLE THINGS (hereinafter TANGIBLE THINGS), which DOCUMENTS and TANGIBLE THINGS constitute, contain, or are in regard to any of the following matters:

1. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to the design of the make and model of the Jeep appearing in Exhibit A and/or the Jeep Wrangler Unlimited Rubicon 4X4, including, but not limited to, component part diagrams, assembly diagrams, engineering diagrams, schematics, owners' manuals, instructions, warnings, technical services bulletins, recall notices, product testing protocols, component part testing protocols, product and/or component part testing protocol results, product testing video, product modification recommendations, studies, guidelines, standards, engineering and material

specifications, formulae, contracts or agreements for component parts, complaints, petitions, lawsuits, recalls, voluntary repair program, and other documents.

2. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to the incident of June 17, 2011 as alleged in Plaintiff's Petition, including, but not limited to, witnesses statements, photographs, videos, diagrams of the scene, animations, reconstructions, statements of Plaintiff, expert opinions, expert reports, investigative reports from the Grand River Dam Authority, Plaintiff's medical records, photographs of Plaintiff, video of Plaintiff, internal investigations conducted in the ordinary course of Defendant's business, statements of Defendant's employees, statements of any other defendant, photographs of the subject Jeep involved in the incident, and other documents.

3. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to the sale of the make and model of the Jeep appearing in Exhibit A , including, but not limited to, advertisements, commercials, solicitations, marketing materials, documents provided at the point of purchase, warranties, owners' manuals, operations manuals, warnings, instructions, maintenance recommendations, maintenance log, maintenance manual, accessories, ignition keys, total number manufactured, total number sold, receipts, title, invoices and other documents.

4. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to the post-consumer purchase of the make and model of the Jeep appearing in Exhibit A, including, but not limited to, supplemental, additional, or amended warnings, instructions, owners' manual, operations manuals, maintenance recommendations, repairs, maintenance history, and other documents.

5. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain

or are in regard to Contracts or Agreements between any Defendant with any other Defendant or any other entity related to the design, manufacturing, or distribution of the make and model of the Jeep appearing in Exhibit A, including, but not limited to, component part purchasing, assembly labor, retail distribution, indemnification agreements, all Contracts and Agreements between Chrysler Group, LLC and Bob Moore Dodge Chrysler Jeep, L.L.C. relating to the marketing and sale of Jeep Wrangler Unlimited Rubicon 4X4s. This request is intended to refer to any documents which might reflect up on a Contract or Agreement or other such document executed between Chrysler Group, LLC or anyone on its behalf and other entities that provide some role in designing, manufacturing, distributing, or selling of the subject Jeep.

6. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to complaints or lawsuits relating to the make and model of the Jeep appearing in Exhibit A and/or the Jeep Wrangler Unlimited Rubicon 4X4, including, but not limited to, customer inquiries, warranty claims, correspondence, e-mail transmissions or otherwise, which refer to a complaint by any individual, private entity or governmental agency, testimony, trials, reports of defect and/or malfunctioning of product or component part, all formal complaints filed against Chrysler Group, LLC or any of its parents and/or subsidiaries, which make allegations of injury relating to the use of a jeep of the same make and model of the Jeep appearing in Exhibit A and/or the Jeep Wrangler Unlimited Rubicon 4X4, and other documents.

7. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain, or are in regard to Defendant's expert witnesses, including, but not limited to, any and all documents relied upon in formulating any opinion, curriculum vitae, retainer agreement, publications, treaties, depositions testimony, and other documents.

8. Any and all DOCUMENTS and TANGIBLE THINGS which constitute, contain,

or are in regard to insurance, including, but not limited to, the complete original of any and all policies of insurance by or through which you are or were insured in any manner and to any extent, or any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment, whether primary or excess coverage, with respect to any of the claims, causes of action, injuries or damages alleged or claimed against you in said Petition, including any such agreements or policies of insurance to which there is or may be a denial, dispute, controversy or question as to the coverage or applicability of said agreement or policy to the subject incident identified in Plaintiff's Petition, any denial, dispute, controversy or question as to the coverage or applicability of each such agreement or policy for the subject incident, and other documents.

Said DOCUMENTS and TANGIBLE THINGS shall be produced for Plaintiff to inspect and copy, test, or sample at the Law offices of Norman & Edem, PLLC Renaissance Centre East, 127 N.W. 10th Street, Oklahoma City, Oklahoma 73103, on Monday, February 20, 2012 at 1:00 p.m.

By: _____



JOHN W. NORMAN, OBA #6699
BRADLEY E. NORMAN, OBA #18975
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-AND-

PRESTON A. TRIMBLE - OBA # 9090

Trimble Law Offices

231 South Peters

Norman, OK 73069

405-321-8272 (O)

405-321-9857 (F)

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

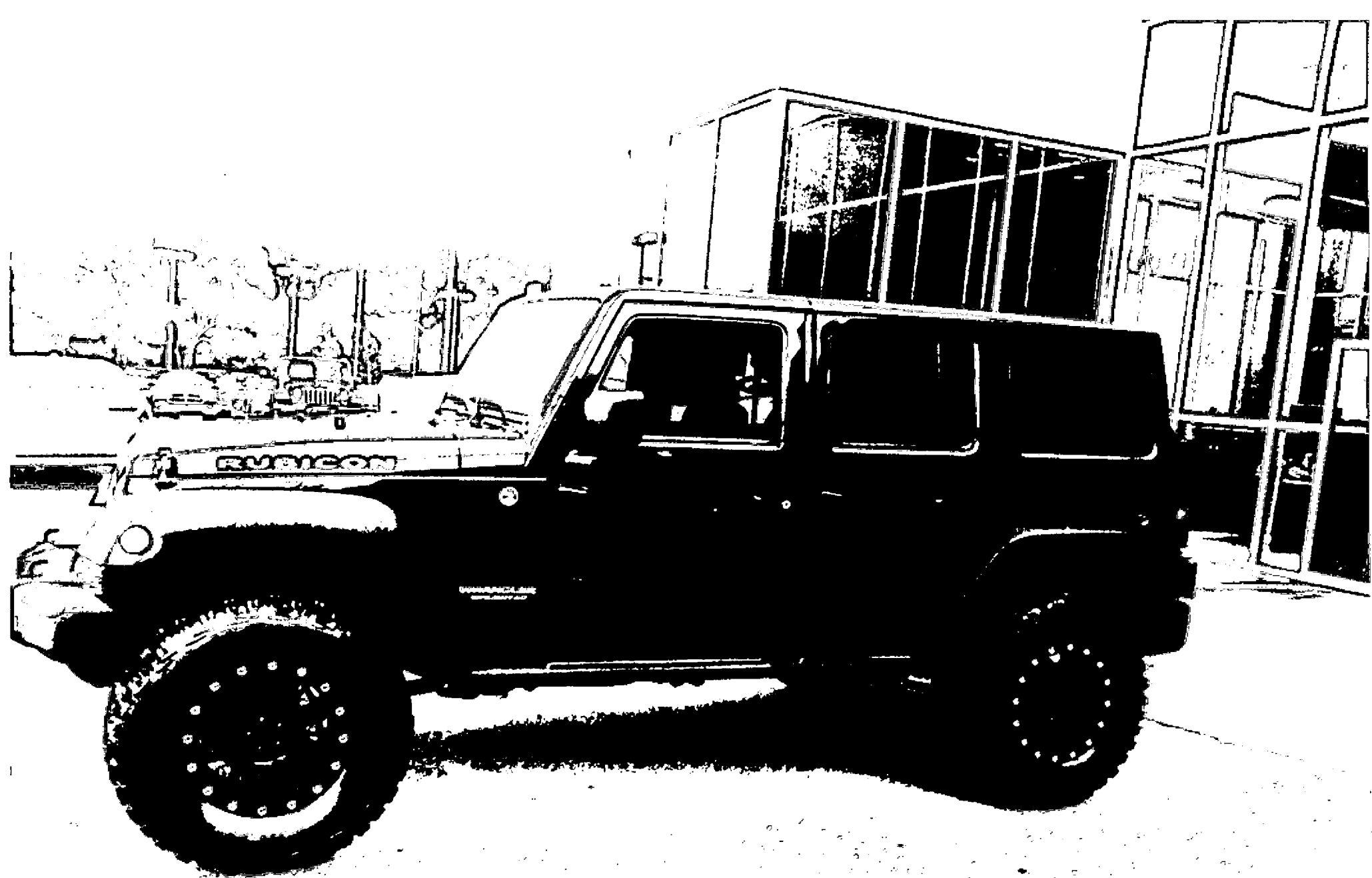
This is to certify that a true and correct copy of the above and foregoing document was on
January 5, 2012, X mailed, ___ faxed, ___ delivered, ___ e-mailed to the following:

Chrysler Group, LLC
c/o Registered Agent – The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Defendant



BRADLEY E. NORMAN



EXHIBIT

A

tabbincf

CERTIFIED MAIL™



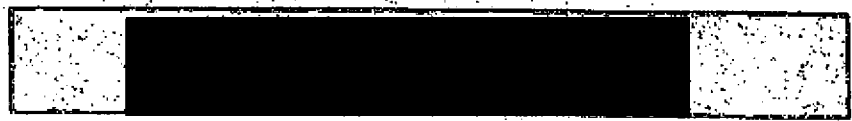
7010 1060 0000 1417 3863



NORMAN & EDEM
A Professional Limited Liability Company
Renaissance Centre East
127 Northwest 10th Street
Oklahoma City, Oklahoma 73103-4927

TO:

Chrysler Group, LLC
Registered Agent- The Corporation Trust Co.
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801



3. This Court has venue of the matter in controversy pursuant to 12 Okla. Stat. §§134, 139, and 187, because some one of the Defendants may be summoned in Cleveland County.

4. Plaintiff [REDACTED] (“Plaintiff”) resides in Cleveland County, Oklahoma, and is the Personal Representative of the Estate of [REDACTED]. He brings this action on behalf of the Estate and Heirs of [REDACTED] pursuant to 12 O.S. §§1051-1055.

5. Defendant Chrysler Group, LLC (“Chrysler”) is a foreign limited liability company in Delaware, with its principal place of business in Michigan.

6. Defendant Bob Moore Dodge Chrysler Jeep, L.L.C. (“Bob Moore”) is a domestic limited liability company in Oklahoma.

7. Defendant Hypertech, Inc. (“Hypertech”) is a foreign corporation with its principal place of business in Tennessee.

8. Defendant Dorel Juvenile Group, Inc., also known as COSCO Home and Office Products, (“COSCO”) is a Massachusetts corporation with its principal place of business in Indiana.

9. Defendant [REDACTED] is a citizen of Oklahoma and the father of [REDACTED]
[REDACTED]

CAUSE OF ACTION

10. Chrysler designed, manufactured, marketed, and sold a 2011 Jeep Wrangler Unlimited Rubicon 4X4 (“Jeep” or “Product”), to Bob Moore, a new car dealer that installed and programmed an Accu-Pro (“Accu-Pro” or “Product”) which was designed, manufactured, marketed, and sold by Hypertech. Bob Moore inspected, tested, operated and serviced until it sold the Jeep and Accu-Pro to Ogle on June 14, 2011. COSCO designed, manufactured,

marketed, and sold a child restraint (“child restraint” or “product”) to [REDACTED] who secured it to the child restraint anchorage system in the second row passenger seat of the Jeep.

11. On June 17, 2011, Plaintiff’s Decedent [REDACTED] age 21 months, was asleep in the child restraint, and the belts provided with the child restraint were snugly adjusted around him. On arriving at a Grand Lake cabin in Delaware County, Oklahoma, [REDACTED] placed the gear shift selector in the “Park” position. After the [REDACTED] exited, the Jeep remained parked without moving for some time, during which [REDACTED] mother [REDACTED] regularly checked on [REDACTED] while assisting with the children of the [REDACTED] hosts as [REDACTED] father helped to prepare the cabin. On returning to see if [REDACTED] was still sleeping, [REDACTED] discovered the Jeep was gone.

12. On its own, the Jeep had moved into the lake and was sinking.

13. Divers made several attempts to rescue [REDACTED] but were not able to remove him from the child restraint. [REDACTED] drowned.

14. Said injuries and harm were the direct and proximate result of the carelessness and negligence of Defendants Chrysler, Bob Moore, Hypertech, and Cosco, individually, by and through their agents, servants, and employees, acting within the scope of their employment, jointly, severally, concurrently, and in concert, as follows, in that said defendants failed to:

- (a) adequately study available design criteria and foreseeable failure modes;
- (b) adequately manufacture their said products to provide safety in reasonably foreseeable uses and circumstances;
- (c) adequately inspect, examine, and test said products in reasonably foreseeable uses and circumstances;
- (d) adequately instruct and warn regarding proper assembly, maintenance, safe use, failures and dangers of said products in reasonably foreseeable uses and circumstances;

- (e) instruct, caution, and warn regarding the proper and safe use of said products in reasonably foreseeable uses and circumstances;
- (f) adequately inspect, examine, test, and maintain said products;
- (g) adequately instruct and warn regarding proper operation and safe use of said products in reasonably foreseeable uses and circumstances;
- (h) meet applicable standards of care and breached duties owed with regard to said products.

15. Plaintiff has reason to believe other defendants will claim reasonable care was not used by Ogle, who is therefore joined pursuant to Okla. Stat. tit. 12, § 2020.

16. Said injuries and harm were the direct and proximate result of defects in the defendants' products, for which defects said defendants are strictly liable under the Oklahoma doctrine of Manufacturers Product Liability.

17. The injuries and harm suffered by [REDACTED] were permanent, painful, and progressive, and resulted in his death on June 17, 2011.

18. As a result of the death of [REDACTED] his estate and heirs have and will be damaged in an amount in excess of \$10,000.

PRAYER

A part of Oklahoma's tort reform legislation found at Okla. Stat. tit. 12, § 2008(A)(2) provides, "Every pleading demanding relief for damages in money in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code shall, without demanding any specific amount of money, set forth only that the amount sought as damages is in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, except in actions sounding in contract." However, this action is not removable for the reasons set forth in Paragraph 2 of this Petition, and to remove this case to federal court would violate Sections 1332 and 1441 of Title 28 of the United States Code.

By: 

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ehayes@coxinet.net

ATTORNEYS FOR PLAINTIFF

**ATTORNEYS' LIEN CLAIM
JURY TRIAL REQUESTED**

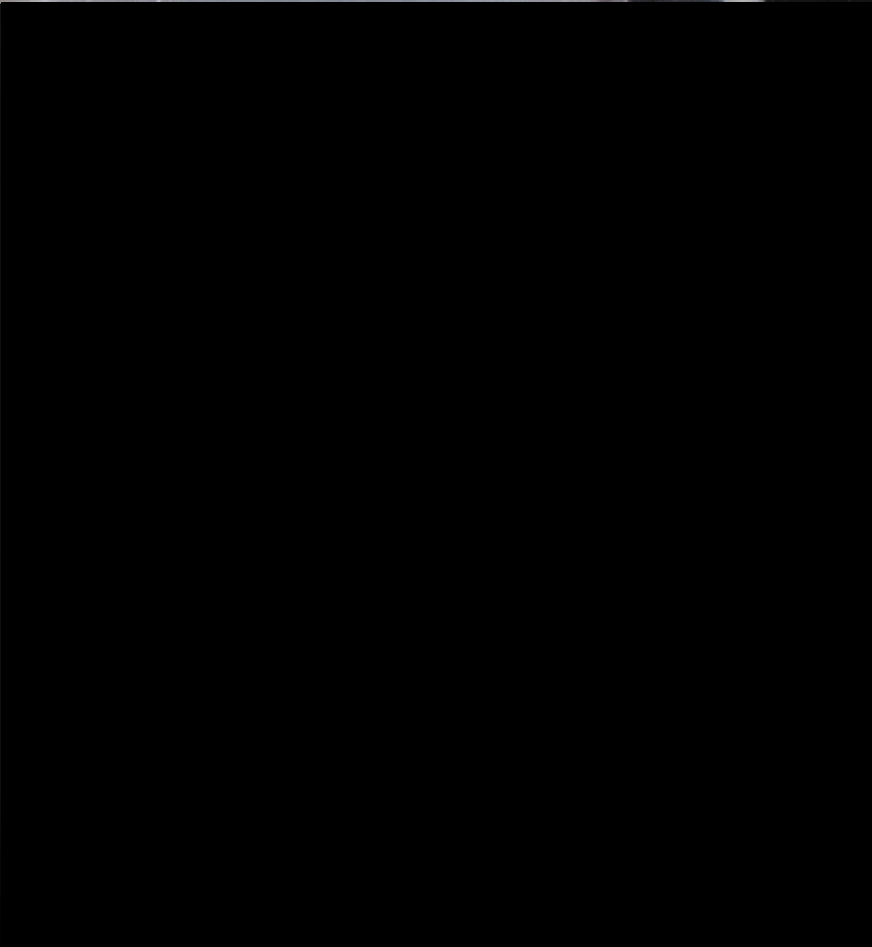
Vehicle Inspection

 vs. Chrysler

7-14-11

Oklahoma City, Oklahoma

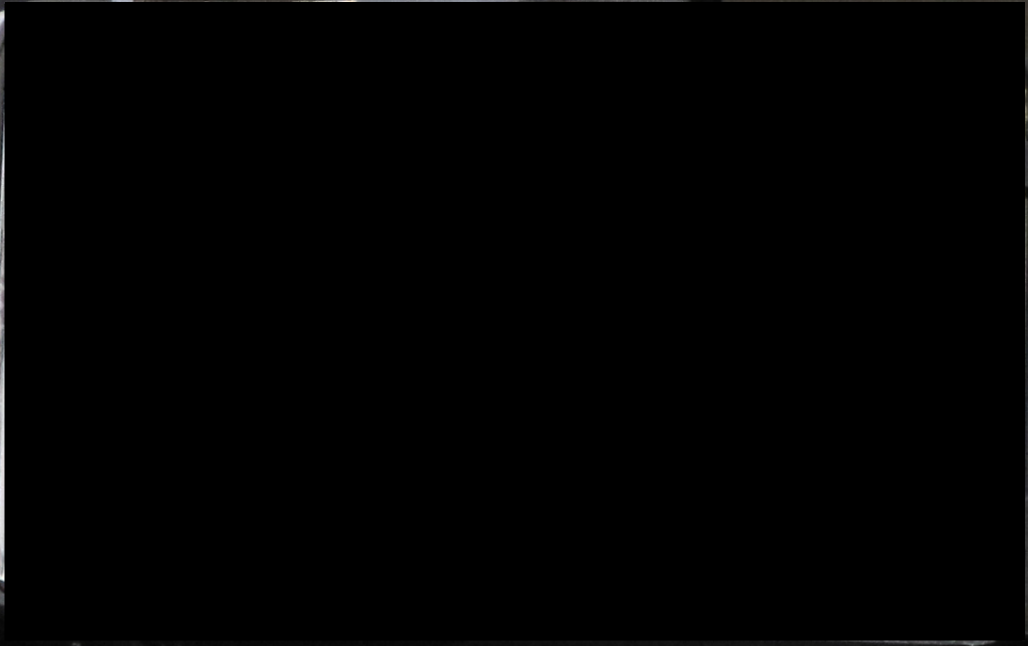
Jeep




BOB MOORE







BOB MOORE





RUBICON

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UNLIMITED







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