# PE14-022 CHRYSLER 10-3-2014 ENCLOSURE 4 FIELD CLAIMS LEGAL CLAIMS PAGE 21

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
FIELD CLAIMS

#### VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	GER SE RWD F	OUR DOOR
VIN	2B3CL3CG4	ВН	Built Date	01/25/2011	Mileage	33,535
Plant	H	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	,			
Transmission	DGJ	5-SPEED AUTO W5A580 T	RANSMISS	ION		
Color	PRY	REDLINE 3 COAT PEARL				

# **GENERAL**

Case Ref		Component Group	08 - ELECTRICAL
Customer Complaint	61	INTERMITTENT OF	PERATION
Created	02/13/2013 16:39:02	Ву	T5807B1
Updated	04/07/2013 00:26:30	Ву	SYSCAW

# DIAGNOSTIC TROUBLE CODE(DTC)

Code	Description	TID	Date/Time
U0010	CAN Interior Bus	T3076SB	04/14/2013 01:25:00
B1A11	RKE fob 2 Battery Low	DTODAW	04/14/2013 01:25:46

#### CONTACT

Dealer		Phone
Address		
City	State	ZIP
Dealer Zone	County	Country
Tech		
STAR	T5807B1	

#### CUSTOMER CONCERN

Getting "Battery Saver Mode" message in instrument cluster and vehicle will not start.

Updated: 02/13/2013 16:39:02 By T5807B1

Let vehicle sit for 10 days without the Hands Free module plugged up and vehicle started right up. Replaced Hands Free mosule dule to service bulletin saying could be waking up causing battery drain. Delivered vehicle Saturday and vehicle is back. This time I duplicated the battery saver light being on and found alternator not charging. Checked wiring at alternator and tested alternatoron from PCM and was good. Ordered alternator, also alternator was noisy and extremely hot.

Updated: 02/27/2013 15:41:18 By T5807B1

## RESOLUTION

Hellower, at this point it is possible that we are dealing with a draw condition. What we will want to look for is any components that may be installed at some point. Also ensure that the keys are not left in the vehicle or near the vehicle. If they are they can cause the bus to stay awake by being sensed by the RF HUB. When looking through the vehicle with all doors shut or latches latched, and also the hood switch closed do we see any component staying awake or possibly the blower motor on low? Have we tested the draw while all these components are closed this way? Please report back details. Thanks Bryan

Updated: 02/13/2013 16:39:02 By T5807B1

, thanks for the update at this time. Please keep me posted with further details. Thanks Bryan

Updated: 02/27/2013 15:41:18 By T5807B1

Alternator

Updated: 04/07/2013 00:26:30 By SYSCAW

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	GER SE RWD F	OUR DOOR
VIN	2B3CL3CG0	ВН	Built Date	05/03/2011	Mileage	35,600
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	,,		,	
Transmission	DGJ	5-SPEED AUTO W5A580 T	RANSMISS	ION		
Color	PW7	BRIGHT WHITE CLEAR CO	DAT			

## **GENERAL**

Case Ref		C
Customer Complaint	BB1	В
Created	02/15/2013 13:19:19	E
Updated	04/21/2013 00:29:01	E

Component Group	08 - ELECTRICAL
BATTERY GOES DE	EAD
Ву	T3768MR
Ву	SYSCAW

## CONTACT

Dealer		Phone
Address		
City	State	ZIP
Dealer Zone	County	Country
Tech		
STAR	T3768MR	

# **CUSTOMER CONCERN**

Alternator shorted out causing battery failure. Updated: 02/15/2013 13:19:19 By T3768MR

# RESOLUTION

We have seen this from time to time. It is a problem with the code generated by the tester. What we will have to do on this one is contact Midtronics and they will give you a different code to enter. Keep me posted. Thanks, Mike R.

Updated: 02/15/2013 13:19:19 By T3768MR Information provided rectified the situation Updated: 04/21/2013 00:29:01 By SYSCAW

## VEHICLE

del Year	2011	Body	LDDM48	DODGE CHAR SEDAN	GER SE RWD F	OUR DOOR
1	2B3CL3CGX	ВН	Built Date	05/09/2011	Mileage	41,798
int	н	BRAMPTON ASSEMBLY PLANT	Market	Ú	us	
gine	ERB	3.6L V6 24V VVT ENGINE				
nsmission	DGJ	5-SPEED AUTO W5A580 T	RANSMISS	SION		
lor	PDM	TUNGSTEN METALLIC CL	EAR COAT	Y		
IL STATE DO SELECT			74 11 55 (11) 50	2.244		

## **GENERAL**

Case Ref		Componer
Customer Complaint	IB	INOPERAT
Created	06/12/2013 13:06:34	Ву
Updated	07/14/2013 00:29:33	By

Component Group	08 - ELECTRICAL
INOPERATIVE	
Ву	T5218JH
Ву	SYSCAW

#### CONTACT

Dealer		Phone
Address		
City	State	ZIP
Dealer Zone	County	Country
Tech		
STAR	T5218JH	

## **CUSTOMER CONCERN**

Vehicle towed in, no crank no start. Battery severely discharged. After replacing battery, alternator began to smoke and became very hot. Stator is shorted to the case. Replaced alternator and monitored battery voltage through wi tech. Sense voltage is at 13.7v, target voltage is 14.2v. PCM is running alternator at 100% duty cycle at all times. new alternator is getting very hot.

Updated: 06/12/2013 13:06:34 By T5218JH

## RESOLUTION

, We have seen this issue before. What you need to do is perform voltage drop tests on the alt 2 pin connector and also on both battery cables. If you find near, at, or over a 1 volt drop difference on any of theses circuits, it is telling us there is a problem. The most common is the alt 2 pin plug either loose or corrosion on one of the wires. Let us know what you find. Thanks Joe

Updated: 06/12/2013 13:06:34 By T5218JH

secured terminal at alternator connector, pin loose.

Updated: 07/14/2013 00:29:33 By SYSCAW

# VEHICLE

			LDDM48	SEDAN	GER SE RWD FOUR DOC	
VIN	2B3CL3CG8	ВН	Built Date	03/07/2011	Mileage	48,481
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE				
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PXR	BRILLIANT BLACK CRYST	AL PEARL	COAT		

## **GENERAL**

Case Ref		Component Group	08 - ELECTRIC
Customer Complaint	61	INTERMITTENT OF	ERATION
Created	06/17/2013 13:20:18	Ву	T1118N0
Updated	07/21/2013 00:28:20	Ву	SYSCAW

#### CONTACT

Dealer		Phone
Address		
City	State	ZIP
Dealer Zone	County	Country
Tech		
STAR	T1118N0	

## **CUSTOMER CONCERN**

cust states that after replacing the battery & alternator the cluster now said it is in battery saving mode Updated: 06/17/2013 13:20:18 By T1118N0

# RESOLUTION

Spoke with dealer advised me that the battery saver mode light has cam on. Also advised me that the customer has a large stereo system in vehicle this may be causing the battery saver light to come on. Nick

Updated: 06/17/2013 13:20:18 By T1118N0

FOUND THE CONCERN COMING FROM THE SOUND SYSTEM WHICH CAUSING THE CONCERN FOR THE CUST CUST IS GONNA REMOVE THE SOUND SYSTEM

Updated: 07/21/2013 00:28:20 By SYSCAW

## VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	GER SE RWD FOUR DOC	
VIN	2B3CL3CG4	вн	Built Date	01/07/2011	Mileage	63,113
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE				
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PXR	BRILLIANT BLACK CRYST	AL PEARL	COAT		

## **GENERAL**

Case Ref		<b>Component Group</b>	08 - ELECTRICAL	
Customer Complaint IB		INOPERATIVE		
Created	07/18/2013 16:06:38	Ву	T5036BE	
Updated	09/10/2013 12:12:11	Ву	T5036BE	

#### CONTACT

Dealer	44962	CALIFORNIA SUPERSTORES FOLSOM Phone			(916) 355-9999
Address	12545 FOLSO	M BLVD			
City	FOLSOM	State	CA	ZIP	95630 8324
Dealer Zone	71	County	SACRAMENTO	Country	USA
Tech	KEVIN BUSH	4 1 15			
STAR	T5036BE				

## **CUSTOMER CONCERN**

Customer states that after vehicle shut off it would not restart. no power at all and there was smoke coming from under the hood.

Updated: 07/18/2013 16:06:38 By T5036BE

# RESOLUTION

. Check voltage at the generator then at the battery. The voltage be with in a tenth of a volt. Check the monitored voltage in the PCM with WITECH. As you know, the PCM controls the generator. It is either seeing a low voltage or it has a problem. You should also replace the generator - after. Please resubmit if you need further assistance. Thanks, Brian E.

Updated: 07/18/2013 16:06:38 By T5036BE

No repair listed.

Updated: 09/10/2013 12:12:11 By T5036BE

## VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	ARGER SE RWD FOUR DOO	
VIN	2B3CL3CG0	ВН	Built Date	06/09/2011	Mileage	49,625
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE				
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PW7	BRIGHT WHITE CLEAR CO	DAT			

# **GENERAL**

Case Ref		Compone
Customer Complaint	IB	INOPERA
Created	07/20/2013 09:35:30	Ву
Updated	08/25/2013 00:26:24	Ву

Component Group	08 - ELECTRICAL
INOPERATIVE	
Ву	T3216MK
Ву	SYSCAW

#### CONTACT

Dealer		Phone
Address		
City	State	ZIP
Dealer Zone	County	Country
Tech		
STAR	T3216MK	

## **CUSTOMER CONCERN**

WILL NOT START, AND SEE SMOKE RIGHT FRONT, BATT WAS DEAD CHARGE, NOW FOUND NEED ALT, BUT CAN NOT COMMU WITH ANY MODULE, BCM RED AND NO MODULE COMMU, CK ALL POWER AND GROUND AT ALL 4 POWER AND GROND, ALL OK, BUT NO COMU WITH BCM OR MODULE Updated: 07/20/2013 09:35:30 By T3216MK

#### RESOLUTION

per the concern. I assume the vehicle was towed in, because it was dead. Is this correct? If so, I might suspect someone may have tried to jump start the vehicle. When they did this, it was more than likely done incorrectly. I would start by suspecting the TIPM. You should discuss this vehicle with you service manager, as it more than likely an induced concern. Report back if further assistance is required. Mike K.

Updated: 07/20/2013 09:35:30 By T3216MK

ALT AND CHARGE BATT, ALL COMMU WAS OK

Updated: 08/25/2013 00:26:24 By SYSCAW

#### VEHICLE

2011	Body	LDDM48	DODGE CHAR SEDAN	RGER SE RWD FOUR DOC	
2B3CL3CG8	ВН	Built Date	04/19/2011	Mileage	34,997
н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
ERB	3.6L V6 24V VVT ENGINE				
DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
PDM	TUNGSTEN METALLIC CL	EAR COAT			
	2B3CL3CG8 H ERB DGJ	BRAMPTON ASSEMBLY PLANT  ERB 3.6L V6 24V VVT ENGINE  DGJ 5-SPEED AUTO W5A580 T	2B3CL3CG8         BH         Built Date           H         BRAMPTON ASSEMBLY PLANT         Market           ERB         3.6L V6 24V VVT ENGINE           DGJ         5-SPEED AUTO W5A580 TRANSMISS	2011   Body	2B3CL3CG8   BH

#### GENERAL

Case Ref		<b>Component Group</b>	18 - VEHICLE PERFORMANCE	
Customer Complaint ML		MIL ON		
Created	03/12/2014 08:34:45	Ву	T3034DL	
Updated	04/16/2014 17:57:07	Ву	T7465MA	

#### CONTACT

Dealer	60206	LAMPE CHRY	YSLER DODGE JEEP RAM	Phone	(559) 737-6400
Address	151 N NEELEY	ST		1	
City	VISALIA	State	CA	ZIP	93291 9024
Dealer Zone	71	County	TULARE	Country	USA
Tech	Luis Hernandez				
STAR	T7465MA				

#### CUSTOMER CONCERN

VEHICLE IN BATTERY SAVER MODE AND ON THE WAY OVER THE VEHICLE DIED OUT. VEHICLE SHOWS KEY FOB NOT DETECTED

Updated: 03/12/2014 08:34:45 By T3034DL

Retested battery after charging it for 2 hours and it passed. found alternator making noise and not charging battery. Replaced alternator and now charging properly. Performed capacitive discharge, rebooted witech server and performed vehicle reconfiguration, performed full vehicle power down with pod disconnected, re-evaluated the VIN's and now the vehicle does not want to stay running it only starts and runs for 2 seconds. I submitted a second copy of the configuration report up to star center. This vehicle's VIN does not match the original VIN on both the PCM and the BCM modules. Several modules have this other VIN 2B3CL3CG7BH

Updated: 03/14/2014 09:59:18 By T3034DL

David, it's 10:07am and have not heard from you yet. Please give me a call, thanks.

Updated: 03/14/2014 13:29:31 By T3034DL DO WE HAVE ANY OTHER UPDATE Updated: 03/21/2014 09:04:17 By T4141JA

CUSTOMER IS IN A RENTAL

Updated: 03/21/2014 09:04:17 By T4141JA

I have not been able to get through your phone's automated system. I replaced the PCM and performed vehicle reconfiguration procedure. The other modules still have the same mismatching VIN as their original VIN. Looks like the BCM is not going to change its VIN and vehicle will not start and run. Should we replace the BCM along with all these other modules with the VIN mismatch in them?

Updated: 03/21/2014 09:04:17 By T4141JA

Updated: 03/12/2014 08:34:45 By T3034DL

#### RESOLUTION

Please See DCTools article:"Unable to Validate the Midtronics 15-Digit Warranty Code Within the wiTECH Diagnostic Application Article ID: 398 Last updated: 20 Dec, 2013 Cause: There are two possible reasons the 15-digit warranty code is not working within the wiTECH Diagnostic Application: 1.Tech SID# is not registered within the Midtronics GR8 machine 2.Midtronics machine needs to be updated." See if that applies. Also, the Scan report is not here. Please perform a capacitive discharge battery disconnect, reboot the WiTech server, perform a re-configue, a full vehicle power down(pod off), and re-evaluate the VINs. Please keep me updated. David

. I will give you a call around 8:30 your time, to discuss the case. David

Updated: 03/14/2014 09:59:18 By T3034DL

i apologize. I hit save and keep instead of save and clear. Talk to you soon. David

Updated: 03/14/2014 10:00:35 By T3034DL

I called to discuss the case. I advised him that I was going to escalate the case due to the facts that the VINs are different in some modules. I have a couple different procedures to get the VINs corrected, and I advised that I would e-mail him one more procedure to try. Also, I did not notice in the vehicle history where any modules have been replace, nor did have any knowledge of any module replacements. David

Updated: 03/14/2014 13:29:31 By T3034DL

Called about VIN mismatch concern, advised to replace the PCM and program with correct VIN, reconfigure and check if other modules then show correct VIN. Also advised that other VIN in report and this vehicle were both originally owned by enterprise fleet rental, and at least the PCM was swapped from other vehicle. Luis to update after replacing the PCM. Jon A.

Updated: 03/14/2014 16:22:57 By T4141JA

, sorry for the delay. Yes we will need to replace the other effected modules as they have not learned correct VIN. Thanks, Jon A.

Updated: 03/21/2014 09:04:17 By T4141JA

REPLACED PCM, BCM, RF-HUB, REPLACED AND PROGRAMMED KEY FOBIKS AND RECONFIGURED THE

VEHICLE THEN REPLACED ABS MODULE AND INITIALIZED IT. Technician Closure Requested

Updated: 04/16/2014 17:57:07 By T7465MA

#### VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	CHARGER SE RWD FOUR DO		
VIN	2B3CL3CG9	ВН	Built Date	03/08/2011	Mileage	89,434	
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	U	us		
Engine	ERB	3.6L V6 24V VVT ENGINE			- 1		
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION					
Color	PW7	BRIGHT WHITE CLEAR CO	BRIGHT WHITE CLEAR COAT				

#### GENERAL

Case Ref		<b>Component Group</b>	08 - ELECTRICAL
Customer Complaint	ZO	WON'T GO OUT / TURN OFF	
Created	04/15/2014 12:27:44	Ву	T1817KS
Updated	04/21/2014 15:20:32	Ву	T2415EB

#### CONTACT

Dealer	44914	AUTOMA	X DODGE-CHRY-JEEP LLC	Phone	(405) 275-1104
Address	4141 N HARI	RISON AV	E		
City	SHAWNEE	State	ОК	ZIP	74804 1414
Dealer Zone	63	County	POTTAWATOMIE	Country	USA
Tech	Cory Choate				
STAR	T2415EB				

## **CUSTOMER CONCERN**

cust states wont crank or start and driving down highway speedo went crazy and radio turned off then car shut off Updated: 04/15/2014 12:27:44 By T1817KS

ok after i start the car the alternator has a whinning noise and is on 100% duty cycle at idle and from start up could the alternator be causing the issue.

Updated: 04/15/2014 15:45:54 By T1817KS

# RESOLUTION

, it is possible the BCM is shorted to power. How do you know the BCM is staying awake? If the scan tool is hooked up to the vehicle this can keep the BCM awake. Ken

Updated: 04/15/2014 12:27:44 By T1817KS

, I am not even sure what the issue is! Can I contact you at ? When I call it will be from an 800.

Updated: 04/15/2014 15:45:54 By T1817KS

waiting on part

Updated: 04/17/2014 08:18:42 By T2415EB

waiting on part

Updated: 04/17/2014 08:18:52 By T2415EB

89337 battery terminal on negative post notmaking proper conection negative battreycable not tightning around post properly useddial caliper and found measurements betweennegative battery posts was different by .007thouasands of an inch the terminal on theeverstart battery that customer had purchasedelsewhere was .007 thousands of and inchsmaller than our mopar orginal equipmentbattery then after installation i tested theentire system charging and starting sytemsall tests proved normal operation testresults are enclosed for customer review ENGINE

PERFORMANCE 89337 system ok now CUST DECLINED REPAIRS - NOTHING NEEDED

Updated: 04/21/2014 15:20:32 By T2415EB

## VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	E CHARGER SE RWD FOUR D N		
VIN	2B3CL3CG2	ВН	Built Date	04/06/2011	Mileage	64,901	
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	U	us		
Engine	ERB	3.6L V6 24V VVT ENGINE			- 1		
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION					
Color	PSC	BILLET METALLIC CLEAR	BILLET METALLIC CLEAR COAT				

#### GENERAL

Case Ref		Component Group	08 - ELECTRICAL
Customer Complaint	IB	INOPERATIVE	
Created	04/17/2014 14:27:50	Ву	T5036BE
Updated	04/18/2014 12:07:47	Ву	T6538CW

#### CONTACT

Dealer	60383	COON RAPIDS	S CHRYSLER JEEP DODGE	Phone	(763) 421-8000
Address	10541 WOODC	REST DR NW			
City	COON RAPIDS	State	MN	ZIP	55433 6535
Dealer Zone	74	County	ANOKA	Country	USA
Tech	John Moe				
STAR	T6538CW				

#### **CUSTOMER CONCERN**

NO START JUST CLICKS RAPIDLY AT STARTER- GROUND STRAP FROM LEFT ENG MOUNT TO X MEMBER-SUB FRAME MELTED

Updated: 04/17/2014 14:27:50 By T5036BE

2MV NOT CRANKING BUT 12.2V WHILE CRANKING, VOLTAGE DROP FROM NEG BATT TO GENERATOR

CASE

Updated: 04/17/2014 15:57:34 By T5036BE

i ground gen case and vehicle starts

Updated: 04/17/2014 15:57:34 By T5036BE i just let smoke out of my 16 ga jumper Updated: 04/17/2014 16:16:10 By T5036BE

#### RESOLUTION

. Measure voltage from the generator case all of the way back to the negative post while someone holds the key in the crank position. Let me know what voltage you find. Brian.

Updated: 04/17/2014 14:27:50 By T5036BE

I'm sure you have already figured it out, but it looks like we are missing a main ground. Brian.

Updated: 04/17/2014 15:57:34 By T5036BE

Was it the factory smoke or the after market type. Factory smoke is expensive.

Updated: 04/17/2014 16:16:10 By T5036BE

loose ground on left strut tower

Updated: 04/18/2014 12:07:47 By T6538CW

## VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	ARGER SE RWD FOUR DO	
VIN	2B3CL3CG0	ВН	Built Date	02/15/2011	Mileage	36,728
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	,,		,	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PXR	BRILLIANT BLACK CRYSTAL PEARL COAT				

#### GENERAL

Case Ref		Component Group	08 - ELECTRICAL
Customer Complaint	BB1	BATTERY GOES DEAD	
Created	05/02/2014 16:30:22	Ву	T1817KS
Updated	06/04/2014 08:58:37	Ву	T1806WJ

## DIAGNOSTIC TROUBLE CODE(DTC)

Code Description TID Date/Time
P2504 CHARGING SYSTEM HIGH ERROR T1118KR 04/14/2013 01:25:46

#### CONTACT

Dealer	67198	TRI-CITY C	CHRYSLER JEEP DODGE INC	Phone	(336) 623-2186
Address	833 S VAN BUR	EN RD			
City	EDEN	State	NC	ZIP	27288 5323
Dealer Zone	66	County	ROCKINGHAM	Country	USA
Tech	Bryan Lindblom				
STAR	T1806WJ				

#### **CUSTOMER CONCERN**

engine cut off burning smell from engine area Updated: 05/02/2014 16:30:22 By T1817KS

no obvious damage to wiring terminals and insulation dont look heated voltage at back of alternator is battery voltage draining when running key battery 12.2 approx running goes to 11 and change dropping sense wire at field connector also reads battery voltage

Updated: 05/02/2014 16:53:46 By T1817KS

voltage drop from alternator to jump post was .01 volt, with dvom, engine running checked voltage at jump post, alt post and volt sense at field connector and compared to witech all reads the same approx 11.9 volts disconnected field connector pcm set field drive high code performed field act seems to be working and duty cycle is still 0 percent with target at 14.2 volts

Updated: 05/05/2014 10:46:23 By T1817KS

#### RESOLUTION

, what is the measured charging voltage at the back of the alternator and battery? Also inspect wiring for damage

Updated: 05/02/2014 16:30:22 By T1817KS

OK \_\_\_\_\_, thanks. Did you do the entire flow chart for the DTC? I have to ask. Did you voltage drop the battery cable? Is the duty cycle still at o percent after PCM replacement?

Updated: 05/02/2014 16:53:46 By T1817KS

OK the part of the

Updated: 05/05/2014 10:46:23 By T1817KS

Kenneth, Have the tech use a hand held meter on the battery, alt, and pcm connections. What we are looking for is any voltage drop/difference on this circuit. Start at the batt, then go to the pcm and last the alt. Then if there is a loss of voltage try running a jumper wire from the pcm to the alt sense circuit. Next be sure to load test all pcm grounds and also verify the battery pos cable where it passes through the passenger floor area. Let us know what you find. Joe

Updated: 05/05/2014 14:04:15 By T5218JH

I advised to swap the battery sensor an reevaluate. If it still won't charge, replace the BCM and retest. Brian.

Updated: 05/05/2014 16:44:09 By T5036BE

Ken, Before you change the BCM you can try a battery disconnect for at least 20 minutes. Then retest. Next you can also overlay the wiring between the bcm, battery sensor, and the cluster. If you still have not found the problem, I will escalate the case for you. Joe

Updated: 05/06/2014 14:27:04 By T5218JH

I advised Kenneth that I would escalate the ticket. Brian.

Updated: 05/09/2014 10:06:35 By T5036BE

, please send a scan report for this vehicle, let me know when sent so I can review it. Thanks, Jon A.

Updated: 05/09/2014 10:57:58 By T4141JA

Ken called in, he is unable to acess ticket on his end, advised to send a scan report for this vehicle. Gave direct line to call after report sent if he is unable to get into ticket, 1-866-799-1695 ext 4720242, also that I am at lunch from 1 to 2pm. Jon A.

Updated: 05/12/2014 12:20:20 By T4141JA

Called Kenneth about charging system issue, per conversation with amount of time down and parts replaced I advised ticket will be escalated to FTS for review. Jon A.

Updated: 05/21/2014 10:04:29 By T4141JA

Contact dealer: original alternator fail, replaced alternator, charging system is not working 12 volts only, replaced battery pcm and bcm same problem, swap battery sensor same problem, battery connection was check, battery cables are ok, desired shows 14 volts, actual is 12.2 volts, scan tool shows 0 duty cycle, advise to replaced defective alternator.

Updated: 05/27/2014 13:31:54 By T4898GP

Ken called and stated that the 2nd alternator fixed the vehicle and please close the ticket.

Updated: 06/04/2014 08:58:37 By T1806WJ

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	DGE CHARGER SE RWD FOUR D DAN	
VIN	2B3CL3CG2	ВН	Built Date	05/03/2011	Mileage	33,365
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	,,		,	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PDM	TUNGSTEN METALLIC CLEAR COAT				

## **GENERAL**

Case Ref		<b>Component Group</b>	24 - HEATING & A/C
Customer Complaint	IB	INOPERATIVE	
Created	05/27/2014 17:03:25	Ву	T8068S0
Updated	05/28/2014 08:28:40	Ву	T1813DW

# DIAGNOSTIC TROUBLE CODE(DTC)

Code	Description	TID	Date/Time
B210D	Battery Voltage Low	T3076SB	04/14/2013 01:25:00
C2100	Battery Voltage Low	T3076SB	04/14/2013 01:25:00
B2199	BATTERY VOLTAGE - CIRCUIT VOLTAGE OUT OF RANGE	T1870AT	04/14/2013 01:25:46
B21DD	84-SYSTEM VOLTAGE - SIGNAL OUT OF ALLOWABLE RANGE	T1870AT	04/14/2013 01:25:46
C212A	System Voltage Out Of Range	T1870AT	04/14/2013 01:25:46

#### CONTACT

Dealer	65674	EAST HILLS	EAST HILLS CHRYSLER JEEP DODGE Phone					
Address	2300 NORTHERN BLVD							
City	GREENVALE	State	NY	ZIP	11548 1210			
Dealer Zone	32	County	NASSAU	Country	USA			
Tech	Steven Beiter							
STAR	T1813DW							

# **CUSTOMER CONCERN**

no,a/c controls only hazzards not charging burning smell Updated: 05/27/2014 17:03:25 By T8068S0

## RESOLUTION

Tech replaced altenator for smoke comming from it. At this time only thing working in the a/c control pannel is the hazzards. Checked fuses all good. Tech states checked powers and ground all good. Advised tech sounds like the control pannel is the cause for this concern.

Updated: 05/27/2014 17:03:25 By T8068S0

disconnected from car swaped with another started to work reinsalled back into car drove 65 miles with no problem

Updated: 05/28/2014 08:28:40 By T1813DW

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	OGE CHARGER SE RWD FOUR DO DAN	
VIN	2B3CL3CGX	ВН	Built Date	02/10/2011	Mileage	31,171
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	Ú	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	,			
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PXR	BRILLIANT BLACK CRYST	AL PEARL	COAT		
		I L				

#### GENERAL

Case Ref		Component Group	08 - ELECTRICAL
Customer Complaint	ZR	WON'T MEET CUSTO	MER REQUIREMENTS
Created	06/16/2014 12:58:37	Ву	T7465MA
Updated	06/16/2014 12:58:37	Ву	T7465MA

#### CONTACT

Dealer	45235	LITHIA CHE	RYSLER JEEP DODGE OF	Phone	(707) 442-3781		
Address	4320 BROADWAY ST						
City	EUREKA	State	CA	ZIP	95503 5740		
Dealer Zone	71	County	HUMBOLDT	Country	USA		
Tech	DANIEL WILLIAMS						
STAR	T7465MA						

#### CUSTOMER CONCERN

I was advised to replace the Low Voltage Differential Signal (LVDS) Video Cable to the screen on this veh for intermittant radio/screen off and on prob... I have a new cable about 3-3.5 feet long, it is taped into the harness from the base unit screen on this veh. It is not a full sized 8.4 screen, small 4 inch screen... it is a small 4 pin round harness... my question is where does the cable terminate, cant find in wiring, ser info, etc. for this Low Voltage Differential Signal (LVDS) Video Cable. Can you help?

Updated: 06/16/2014 12:58:37 By T7465MA

HOLD on... I was having a brain fade- suspect cable runs to the tgm behind the hvac switch bank... the cd screen was what gave me the clue... duh... sorry to waste your time. Cut the ends of wrapped in harness and overlaid the new one.

Updated: 06/16/2014 12:58:37 By T7465MA

\*\*\*\* This vehicle just came in with a report of a burning or hot smell and that the radio had went black, but this was during a battery saver mode and found alternator noisy and ordered one. Would the battery saver mode cause this dtc b156D-00 code to be set? As far as we know the radio had not had issues since January- or do you think this would be a different issue? I found the tsb for software update- Has this issue been resolved in latest sw versions? and if so which version? thanks

Updated: 06/16/2014 12:58:37 By T7465MA

#### RESOLUTION

at this point replaced alternator, will monitor for code in radio Updated: 06/16/2014 12:58:37 By T7465MA

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	DODGE CHARGER SE RWD FOUR DOO SEDAN	
VIN	2B3CL3CG5	ВН	Built Date	07/14/2011	Mileage	63,026
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE			-	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PDM	TUNGSTEN METALLIC CLEAR COAT				

# **GENERAL**

Case Ref		Component Gro	up 08 - ELECTRICAL	
Customer Complaint	BB1	BATTERY GOES DEAD		
Created	07/31/2014 17:46:55	Ву	T2797LF	
Updated	08/19/2014 09:59:59	Ву	T2797LF	

#### CONTACT

Dealer	60383	COON RAPIDS CHRYSLER JEEP DODGE			(763) 421-8000		
Address	10541 WOODCREST DR NW						
City	COON RAPIDS	State	MN	ZIP	55433 6535		
Dealer Zone	74	County	ANOKA	Country	USA		
Tech	Dean Buske						
STAR	T2797LF						

#### **CUSTOMER CONCERN**

BATTERY LIGHT ON-BATTERY GOES DEAD Updated: 07/31/2014 17:46:55 By T2797LF

# RESOLUTION

Keep in mind that the voltage regulator is in the PCM - not the alternator. What is the charge command/duty cycle that is shown in the PCM data? If it is hi (90-100% range) look for hi resistance or open circuit in the A804 sense circuit. See schematic 20-001-001 CHARGING for reference. If there are any related DTCs that are active - follow related diag. Please advise what is found. Thanks, Leon

Updated: 07/31/2014 17:46:55 By T2797LF

this case has been inactive for an extended amount of time. If additional assistance is required, please reply with current vehicle status. If further assistance is not required, please close the case with repair details - when convenient. Thank you, Leon

Updated: 08/08/2014 12:05:32 By T2797LF

WIRING TO THE ALTERNATOR WAS DAMAGED REPAIRED WIRING

Updated: 08/19/2014 09:59:59 By T2797LF

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	GER SE RWD FOUR DOOF	
VIN	2B3CL3CG6	вн	Built Date	04/04/2011	Mileage	54,250
Plant	н	BRAMPTON ASSEMBLY PLANT	Market	U	us	
Engine	ERB	3.6L V6 24V VVT ENGINE	.,		,	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION				
Color	PSC	BILLET METALLIC CLEAR COAT				

## **GENERAL**

Case Ref		Component Group	08 - ELECTRICAL	
Customer Complaint	61	INTERMITTENT OPERATION		
Created	08/11/2014 16:30:58	Ву	T6104LN	
Updated	09/03/2014 15:13:12	Ву	T6104LN	

## CONTACT

Dealer	45612	RAM COUNTRY CHRYSLER DODGE JEEP			(940) 654-3120		
Address	4011 US HIGHWAY 180 E						
City	MINERAL WELLS	State	TX	ZIP	76067 8376		
Dealer Zone	63	County	PALO PINTO	Country	USA		
Tech	Sammy Sanchez						
STAR	T6104LN						

## **CUSTOMER CONCERN**

battery saver mode

Updated: 08/11/2014 16:30:58 By T6104LN

# RESOLUTION

Tech called in for more info. Did some testing while on phone and under full electrical load, alternator duty cycle is 73% under full load and drops to 47% with no load. Battery cables tight, battery new, alt new. Voltage is correct but PCM still sends request for battery saver. If connector on the PCM is good, clean, and tight, then replace PCM.

Regards, Larry n

Updated: 08/11/2014 16:30:58 By T6104LN

repiced pcm

Updated: 09/03/2014 15:13:12 By T6104LN

# VEHICLE

Model Year	2011	Body	LDDM48	DODGE CHAR SEDAN	DOGE CHARGER SE RWD FOUR DOO DAN		
VIN	2B3CL3CG4	ВН	Built Date	06/16/2011	Mileage	70,172	
Plant	Н	BRAMPTON ASSEMBLY PLANT	Market	U	us		
Engine	ERB	3.6L V6 24V VVT ENGINE	,,		,		
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION					
Color	PS2	BRIGHT SILVER METALLI	BRIGHT SILVER METALLIC CLEAR COAT				

## **GENERAL**

Case Ref		Component Group	08 - ELECTRICAL		
Customer Complaint	ZR	WON'T MEET CUSTOMER REQUIREMENTS			
Created	08/19/2014 08:27:44	Ву	T5880SL		
Updated	08/20/2014 16:05:07	Ву	T5880SL		

#### CONTACT

Dealer	41198	HADDAD	DODGE	Phone	(661) 398-0264
Address	3000 HARRIS RD				
City	BAKERSFIELD	State	CA	ZIP	93313 3204
Dealer Zone	71	County	KERN	Country	USA
Tech	SALVADOR ALCALA				
STAR	T5880SL				

## **CUSTOMER CONCERN**

battery saver message is back on

Updated: 08/19/2014 08:27:44 By T5880SL

sorry i dont have and amp clamp to perfom alternator amp output test. i did perfom battery test and charging system test using gr81220 and midtronics mopar ed 18, both machines did not detect any issues. i checked all connections including pass trough connector at passenger floor, all connection are ok. battery saver mode not has not come on any more after i shut the vechile off when message would come on, after the third time has not come on any more i will check to see wat happens over night after sitting for 8 hrs.

Updated: 08/20/2014 16:05:07 By T5880SL

vechile does not have any aftermarket accessories.

Updated: 08/20/2014 16:05:07 By T5880SL

last night after i wrote back i pulled vechile out ligh came back on. now this morning is off. road tested 6 miles did not

come on.

Updated: 08/20/2014 16:05:07 By T5880SL

#### RESOLUTION

What is the amperage output of the alternator during a full field test? Are there aftermarket accessories in the vehicle? Please send a vehicle scan report. Check connections at the pass through post at the passenger's floor. Steve

Updated: 08/19/2014 08:27:44 By T5880SL

Please make sure the battery is fully charged and see if STAR case S1108000147 applies to this vehicle. Steve

Updated: 08/20/2014 16:05:07 By T5880SL

VIN	2B3CL3CGXBH	Model Year	2011	Body	LDDM48	DODGE CHARGER SE RWD FOUR DOOR SEDAN		
Built Date	01/25/2011	Market	U	US	Plant	Н	BRAMPTON ASSEMBLY PLANT	
Engine	ERB	3.6L V6 24V VVT ENGINE				Serial#	6363010668	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION		Serial#	J012161428			
Color	PRY	REDLINE 3 COA	T PEAR	RL				

Report Number		System Key	8986665	Report Version	1	Open Date	05/02/2014
Close Date	05/02/2014	Narrative Date	05/02/2014	Category	Reliability	Mileage	48,769
TID	T7953TC	Tracy Castano					

Dealer	62082	FURY MOTORS INC		Phone	(651) 451-1313
Dealer City	SOUTH ST PAUL	State MN		Zip	55075 5913
Dealer Zone	74	Denver			

Part Number	N/A	Part Description	N/A	Part Quantity	N/A
LOP	NA	NA			
Report Authorization	Tracy Castano	CAG Report Type	Field Er	ngineer Analysis	

#### **Customer Concerns**

**TSB Group: 08 - ELECTRICAL** 

Complaint: Customer vehicle was towed in. It stalled on the highway.

Cause: Internally faulty alternator

PN R4801779AG LOP 08050105 Cost of Repair \$416 Keywords DurabilityReliability CPA Audit Level S50

Correction: The technician replaced the alternator. He verified that the charging system is working as designed. This issue has been corrected.

Details: Upon dropping off the vehicle; the tow truck driver stated the vehicle was totally dead. The technician charged the battery and tested the charging system. He found there was no output voltage from the alternator. All connections had been verified to be tight at the alternator. He diagnosed this issue as a faulty alternator. The label on the alternator itself could no longer be read and appeared to be burnt.

VIN	2B3CL3CG5BH	Model Year	2011	Body	LDDM48	DODGE CHARGER SE RWD FOUR DOOR SEDAN		
Built Date	02/15/2011	Market	U	US	Plant	Н	BRAMPTON ASSEMBLY PLANT	
Engine	ERB	3.6L V6 24V VVT ENGINE				Serial#	6024110158	
Transmission	DGJ	5-SPEED AUTO W5A580 TRANSMISSION			MISSION	Serial#	J041160649	
Color	PBV	BLACKBERRY F	EARL C	COAT				

Report Number		System Key	8946955	Report Version	1	Open Date	02/13/2014
Close Date	02/13/2014	Narrative Date	02/13/2014	Category	Reliability	Mileage	52,623
TID	T6114DM	Dave McDonald					

Dealer	24105	JEEP CHRYSLER DODGE OF ONTARIO			(909) 390-9898
Dealer City	ONTARIO	State CA		Zip	91761 2208
Dealer Zone	71	California - Los Angeles			

Part Number	RL801779AG	Part Description	ALTERNATO-ENGINE	Part Quantity 1
LOP	N/A	N/A		
Report Authorization	McDonald,David	CAG Report Type	Field Engineer Analysis	

#### **Customer Concerns**

**TSB Group: 08 - ELECTRICAL** 

Complaint: The customer states the vehicle had a burning smell and just shut off while driving.

Cause: Root cause: Internal Alternator failure.

P/N: RL801779AG LOP: 08050105 Cost of repair: \$ 575.00 Keywords: DurabilityReliability

CPA Audit level: S-50

**Correction:** Repair: The technician installed a new alternator.

Detail: The vehicle came into the shop with a dead battery. Once the battery was charged the alternator was tested and it failed. The technician noticed the melted label on the alternator and attributed it to the one making the smell. Because the battery was dead it caused the vehicle to quit running. Now that the car is fixed with a new alternator and a charged battery, it works as it should with no bad smells.

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS



Service of Process Transmittal

12/19/2012

CT Log Number 521817004

TO: Melissa Gravlin

Chrysler Group LLC

Office Of General Counsel, 1000 Chrysler Drive

CIMS:

Auburn Hills, MI 48326-2766

RE: Process Served in Louisiana

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: . et vir., Petitioners vs. Chrysler Group, LLC and All Star Motors,

DOCUMENT(S) SERVED: Citation, Suit, Interrogatories, Request(s)

COURT/AGENCY: Alexandria City Court, Rapides Parish, LA

Case #

NATURE OF ACTION: Product Liability Litigation - Redhibition and Damages in connection with the

purchase of an allegedly defective odge of the error of the error of the purchase of an allegedly defective odge.

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Process Server on 12/19/2012 at 08:35

JURISDICTION SERVED: Louisiana

APPEARANCE OR ANSWER DUE: Within 10 days - File Answer // Within 30 days - Interrogatories, Production

ATTORNEY(S) / SENDER(S): Fred A. Pharis

Pharis Law Offices 831 DeSoto Street Alexandria, LA 71301

318-445-8266

ACTION ITEMS: CT has retained the current log, Retain Date: 12/19/2012, Expected Purge Date:

12/24/2012 Image SOP

SIGNED: C T Corporation System
PER: Trevor Garoutte
ADDRESS: 5615 Corporate Blvd

Suite 400B

Baton Rouge, LA 70808 225-922-4490

TELEPHONE: 225-922-4490

# **CITATION**

ET VIR

: CIVIL DOCKET 124250

VS.

CHRYSLER GROUP, LLC., ET AL

: ALEXANDRIA CITY COURT : PARISH OF RAPIDES

: STATE OF LOUISIANA

## TO:

CHRYSLER GROUP, LLC.
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD., SUITE 400 B
BATON ROUGE, LA 70808-0000

#### YOU HAVE BEEN SUED!

Attached to this citation is a certified copy of a petition. The petition tells you what you are being sued for.

You must EITHER do what the petition asks OR, within ten (10) days after you have received these documents, you must file an answer or other pleadings in the office of the Clerk of this Court, 515 Washington Street, Alexandria, Louisiana 71301.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within ten (10) days, a judgment may be entered against you without further notice.

This citation was issued by the Clerk of Court for the City of Alexandria Louisiana, on this, THURSDAY, 13th day of December, 2012.

Deputy Clerk of Court

Also attached are the following documents: SUIT FOR REDHIBITION AND DAMAGES, INTERROGATORIES TO ALL STAR MOTORS, INC., REQUESTS TO PRODUCE TO ALLSTAR MOTORS, INC., INTERROGATORIES TO CHRYSLER GROUP, LLC., AND TO REQUESTS TO PRODUCE TO CHRYSLER GROUP, LLC.

These documents mean you have been sued.

Legal assistance is advisable and you should contact a lawyer immediately.

Judges and Court personnel are not permitted to give legal advice.

# PLEASE SERVE:

CHRYSLER GROUP, LLC.
THROUGH ITS AGENT FOR SERVICE OF PROCESS
CT CORPORATION SYSTEM
5615 CORPORATE BLVD., SUITE 400 B
BATON ROUGE, LA 70808-0000

**ET VIR** 

CIVIL SUIT NUMBER

ALEXANDRIA CITY COURT

V.

CHRYSLER GROUP, LLC, ET AL

RAPIDES PARISH, LQ

SUIT FOR REDHIBITION AND DAMAGES

The petition of ..., husband and wife, domiciliaries of Rapides Parish, Louisiana, respectfully represents:

1.

Made defendants herein are the following:

- Chrysler Group, LLC, a foreign corporation authorized to do business in the State of Louisiana; and
- 2. All Star Motors, Inc., a Louisiana Corporation domiciled in Baton Rouge, Louisiana.

2.

On February 29, 2008, petitioner and defendant All Star Motors, Inc., executed a consumer credit contract in Alexandria, Louisiana.

3.

The cause of the contract was the sale to the petitioners of a new 2011 Dodge Charger, Vehicle Identification Number 2B3CL3CG1BH and the financing of a portion of the purchase price.

4.

Said vehicle was manufactured by Chrysler Group, LLC.

5.

Since the date of the sale, said vehicle has shown latent and/or hidden defects, as set out below.

6.

Said defects are manufacturing defects and existed at the time of the sale of the vehicle.

7.

Said defects manifested themselves by causing failure of the vehicle to operate in the intended manner during normal use, as set out below.

The vehicle was returned on November 21, 2011, to defendant All Star Motors, Inc., with complaints of the air bag light on; upon information and belief, there was a loose connection and the wiring was repaired.

9.

The vehicle was returned on December 7, 2011, to defendant All Star Motors, Inc., with complaints of the easy entry not working on both front doors; upon information and belief, the passive entry door handles were replaced.

10.

The vehicle was returned on December 13, 2011, to defendant All Star Motors, Inc., with complaints of the air bag light stays on and warning chimes will sound when driving; upon information and belief, a diagnostic scan found a code indicating 1 circuit open uner the seat; the codes were cleared and the airbag light did not come on during the inspection.

11.

The vehicle was returned on April 27, 2012, to defendant All Star Motors, Inc., for a recall on front exterior door handles.

12.

The vehicle was returned on May 8, 2012, to defendant All Star Motors, Inc., and the front exterior door handles were changed per the recall.

13.

The vehicle was returned on June 14, 2012, to defendant All Star Motors, Inc., for recall on ABS/ESC wiring and a complaint of door handles will not lock when using easy entry, they lock but won't unlock; information and belief, the body control module was reprogrammed per a technical service bulletin.

14.

The vehicle was returned on August 7, 2012, to defendant All Star Motors, Inc., with complaints of the vehicle acts like it is not getting gas when accelerator is pressed and does not want to build up speed and jerks when shift from 2<sup>nd</sup> to 3<sup>rd</sup> gear, the direction adjustor on right side vent on rear of center console has come off and

will not go back on; when the vehicle is turned on the information cluster will flicker; and easy entry on the door handles will not lock the doors; upon information and belief, the transmission control module was reprogrammed, the oil was changed, a part was ordered for the direction adjustor, and the easy entry problem was unable to be reproduced.

15.

The vehicle was returned on August 23, 2012, to defendant All Star Motors, Inc., with complaints of the direction adjustor on right side vent on rear of center console has come off and will not go back on, the radio, lights on ac controls and all lighting on the center of dash would start to flash on and off, and now the radio will not come on at all and ac will not turn off; upon information and belief, an electrical problem was found and the parts were ordered, also the direction adjustor was found to be broken and the parts were replaced.

16.

The vehicle was returned on September 12, 2012, to defendant All Star Motors, Inc., with complaints of the radio, lights on ac control and all lighting on center of dash would start to flash on and off, and ac will not turn off; upon information and belief, there was an open circuit and the instrument panel bezel was replaced.

17.

Petitioners have also experience a problem with the interior dome light staying on continually.

18.

All repairs done by All Star Motors, Inc. were done by repairmen trained at the direction of representatives of Chrysler Group, LLC.

19.

The above set out specific repair times are not all the times that petitioners were forced to bring in the vehicle; petitioners would bring the vehicle in at times and no work was done and no repair order generated because the excuse was made that the problems could not be duplicated.

Petitioners show that defendants All Star Motors, Inc. and Chrysler Group, LLC, have both been afforded notice of the existence of the defects as required by law.

21.

The above described problems are the result of defects that have rendered the vehicle useless, or its use so inconvenient, that it must be presumed that the petitioner would not have purchased the vehicle if she had known of the defects at the time of the sale.

22.

At all times pertinent hereto, All Star Motors, Inc. was a new car, franchised dealer of Chrysler Group, LLC, with authority from Chrysler Group, LLC to attempt repairs on the Crystal and Larry Brooks vehicle.

23.

Petitioners show that defendant All Star Motors, Inc. as a new car, franchised dealer/seller of Chrysler vehicles had a high duty to detect and repair complaints and problems with the vehicle; petitioners show that said defendant violated that duty on several occasions as is set forth in the following non exclusive particulars;

- 1. Failing to repair claims promptly when requested by petitioners; and
- 2. Failure to properly make repairs.

24.

As a result of the violation of the duties set forth in the preceding paragraphs, All Star Motors, Inc., caused the damage or injuries complained of, legally and in fact.

25.

Petitioners desire that said sale contract be canceled and rescinded.

26.

Petitioners is entitled to and does demand a rescission of the sale with return of the purchase price and legal interest thereon from date paid as allowed by law; reimbursement for expenses for preservation of the vehicle; reimbursement for insurance costs; expenses incidental to the sale and for customizing expenses; finance charge reimbursements; service agreement reimbursements; a general damages award; compensation for all direct pecuniary and non-pecuniary losses suffered; an award for attorney's fees; and an adjudication that the defendants are liable for payment of costs, expert witnesses to be used at trial, and all other expenses.

27.

No individual petitioners' cause of action exceeds \$50,000.00, exclusive of interest, court costs, attorney's fees, or penalties.

# WHEREFORE, PETITIONERS PRAY THAT:

ALEXANDRIA CITY COURT A TRUE COPY OF THE ORIGINAL

> ARON S. BOLTON 84 EX-OFFICIO NOTARY DEPUTY CLERK

Each defendant be duly cited and served; that upon trial hereof that the sale by All Star Motors, Inc., to Crystal and 2011 Dodge Charger described in the petition be rescinded and that damages and attorney's fees be awarded; that the sale contract be canceled and rescinded; that there be judgment in favor of the Crystal and and against the defendants, Chrysler Group, LLC and All Star Motors, Inc., in solido, with legal interest thereon, and for all sums shown to be due on trial hereof; and

2. For all just and equitable orders and decrees in the premises.

FRED A. PHARIS

of PHARIS LAW OFFICES

831 DeSoto Street Alexandria, LA 71301

Telephone: (318) 445-8266 Facsimile: (318) 445-5981

Bar Roll No.: 1536

ATTORNEY FOR PLAINTIFFS, CRYSTAL D. BROOKS AND LARRY JUNIUS BROOKS, JR.

**NOTE FOR SERVICE:** Please serve Chrysler Group, LLC with the original petition and the discovery attachments through its agent for service of process, C T Corporation System, 5615 Corporate Blvd., Suite 400B, Baton Rouge, LA 70808.

**NOTE FOR SERVICE:** Please serve All Star Motors, Inc., with the petition and the discovery attachments through its agent for service of process, William G. Lockwood, 11637 Lake Sherwood Avenue North, Baton Rouge, LA 70816.

ET VIR

CIVIL SUIT NUMBER SEC -7 AM 8: 3

EXAMBRIA CITY COURT

ALEXANDRIA (

RAPIDES PARISH, LOUISIANA

CHRYSLER GROUP, LLC, ET AL

# **INTERROGATORIES**

TO: All Star Motors, Inc.

answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these interrogatories are directed, including said defendant's attorney of record.

**INTERROGATORY NO. 1:** Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

**INTERROGATORY NO. 2:** State the name, address, and telephone number of the person from whom you bought the 2011 Dodge Charger that was sold to the petitioners; please produce a copy of all documents pertaining to the sale to you of the vehicle, and please produce all documents having to do with the sale by you of the vehicle to the plaintiff.

v.

**INTERROGATORY NO. 3:** Please state the dates of repairs done on the vehicle described in the petition, the names of the mechanics or technicians doing the repairs on any said dates, for whom they work and the amount charged to the plaintiff or made by way of warranty payment requests.

**INTERROGATORY NO. 4:** Please state the cause and nature of the problems repaired by you including any theories, assumptions, or opinions that will be offered at trial by you.

**INTERROGATORY NO. 5:** If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

**INTERROGATORY NO. 6:** Please state the names and addresses of all your employees who contacted Chrysler Group, LLC, or any affiliated firms, corporations, or businesses, *or who were contacted by such*, with regard to the problems with the vehicle, the dates of the contacts, and the substance of the conversations or communications.

**INTERROGATORY NO. 7:** Please state whether or not any of your employees contacted anyone with Chrysler Group, LLC for advice, information, or consultation on how the attempt to repair the vehicle in question, and if so, state the names of your employees so contacted, the date, and what was said.

**INTERROGATORY NO. 8:** Please state whether or not the vehicle had been repaired prior to the sale to the plaintiffs, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

**INTERROGATORY NO. 9:** Please state whether or not other Chrysler vehicles of the same make and model have been repaired for other customers as a result of the same or similar complaints or as a result of the same or similar problems in those areas on the plaintiffs' vehicle. If so, give the names and addresses of the other customers and the date of repair.

**INTERROGATORY NO. 10:** Please state the name, address, and substance of

the testimony of all witnesses you expect to call at the trial of the matter, and if they are expert witnesses, please state their area of expertise, their conclusions, and the substance of the facts behind those conclusions.

**INTERROGATORY NO. 11:** Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

**INTERROGATORY NO. 12:** Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

**INTERROGATORY NO. 13:** Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

**INTERROGATORY NO. 14:** Please state to whom you have sold, transferred, or conveyed any or substantially all of your assets for the purpose of discontinuing your business as a seller and servicer of Chrysler Group, LLC products and transferring those operations to the buyer since the date of the sale of the vehicle complained of to the plaintiffs, giving the name, address, and phone numbers of the purchasers.

**INTERROGATORY NO. 15:** Please state the name, address, and telephone number of any person, corporation, or other entity who has assumed your obligations, commitments, or agreements with regard to the sale and servicing of Chrysler vehicles since the date of the sale of the vehicle complained of to the plaintiffs.

**INTERROGATORY NO. 16:** Please state whether or not you were insured by any insurance company for any loss or hazard associated with the sale, defects, or repair of the vehicle in question, and if so, state by whom, their name, address, and telephone number.

Date: December 5, 2012

FRED A. PHARIS

of PHARIS LAW OFFICES

831 DeSoto Street Alexandria, LA 71301

Telephone: (318) 445-8266 Facsimile: (318) 445-5981

Bar Roll No.: 1536

ATTORNEY FOR PLAINTIFFS, CRYSTAL D. BROOKS AND LARRY JUNIUS BROOKS, JR.

2012 DEC -7 AM 8: 37

2012 DEC -7 AM 8: 37

CLERK OF COURT

DO JULY

, ET VIR

CIVIL SUIT NUMBER \_\_\_\_\_

ALEXANDRIA C

CHRYSLER GROUP, LLC, ET AL

RAPIDES PARISH, LOUISIAN

Deputy

# REQUESTS TO PRODUCE

TO: All Star Motors, Inc.

V.

answer separately the following requests to produce fully, in writing, and under oath, and to serve your answers to ., herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these requests to produce are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these requests to produce in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant to whom these requests to produce are directed, including said defendant's attorney of record.

**REQUEST NO. 1, Repair orders or invoices:** All repair orders or invoices having to do with repair of the vehicle in question, whether originating with you, any other party, a third person, or other entity, including;

- 1) The reverse side of said repair orders if containing information other than the form itself;
- Attached computer readouts used in diagnosis or testing of the vehicle;
   and
- If the order or invoice consists of multiple pages, all pages.

**REQUEST NO. 2, Parts description:** A description of all parts removed and returned to the manufacturer or authorized repair facility or held by you for further inspection or accounting.

**REQUEST NO. 3, Manufacturer or Warrantor's Bulletins and Recall Notices:** All technical service bulletins, recall notices, or other communications issued by the manufacturer or warrantor of the vehicle either:

- 1) Issued with regard to the particular vehicle in question; or
- 2) Issued with regard to the particular make or model of the vehicle in question and having to do with any of the complaints set forth in the repair orders or invoices.

**REQUEST NO. 4, General computer printouts:** Computer printout(s) of information or data available to you, either originating with you, any other party, a third person, or other entity, which

- 1) Summarize the repair history of the vehicle;
- 2) Show the amount of warranty payments made and/or requested with regard to the vehicle;
- 3) List service bulletins or recall notices that are or may be applicable to the problems or complaints described in the petition;
- 4) Show special service messages applicable to the problems or complaints described in the petition: or
- 5) Are notes of contacts made with any party or third person or entity regarding the attempted repair, performance, or complaints regarding the vehicle.

**REQUEST NO.** 5, Correspondence: All written correspondence or communications, in original or copy form or otherwise reproduced, regarding repair of the vehicle in question or regarding any problems that petitioners were having with the vehicle, between:

- 1) Petitioners and defendant Chrysler Group, LLC;
- 2) Petitioners and defendant All Star Motors, Inc.; and
- 3) Defendants Chrysler Group, LLC and All Star Motors, Inc., or any of the affiliates, parent corporations, or divisions of said corporations.

**REQUEST NO. 6, Manufacturer's and Customizer's Checklists:** Please produce all manufacturer's inspection and testing checklists, manufacturing line discrepancy lists and checklists, rework lists and checklists, vehicle operation check reporting and status list or checklists, and inspection reporting forms (interior and exterior) pertaining to the vehicle in question.

**REQUEST NO.** 7, Field Engineer's or Representative's Reports: Any reports made by or correspondence sent by a field service engineer, manufacturer's or warrantor's representative, or other employee regarding inspection, testing, or repair of the subject vehicle.

**REQUEST NO. 8, Expert Reports:** Any reports made by or correspondence sent by any expert witness you have hired or employed regarding inspection, testing, or repair of the subject vehicle.

**REQUEST NO. 9, Sales Documents:** Please produce all documents showing the sale, financing, or payment of the purchase price of the vehicle described herein, to you and all such documents pertaining to the sale to the plaintiffs, including all documents mentioned and not mentioned in the petition, any supporting documents and any other items regarding and supporting the same, whether originating with a seller or with any other entity.

**REQUEST NO. 10, Certificate of Origin:** The certificate of origin for the vehicle in question.

**REQUEST NO. 11, Insurance Policies:** Any insurance policy or policies described in your answer to the interrogatories directed to you simultaneously herewith.

Date: December 5, 2012

FRED A. PHARIS of PHARIS LAW OFFICES

831 DeSoto Street Alexandria, LA 71301

Telephone: (318) 445-8266 Facsimile: (318) 445-5981

Bar Roll No.: 1536

ATTORNEY FOR PLAINTIFFS, CRYSTAL D. BROOKS AND LARRY JUNIUS BROOKS, JR.



ALEXANDRIA (TEMCOUR)

CHRYSLER GROUP, LLC, ET AL

RAPIDES PARISH ALOUESA

CLERK OF COURT

#### INTERROGATORIES

TO: Chrysler Group, LLC

 $\mathbf{v}$ .

answer separately the following interrogatories, fully, in writing, and under oath, and to serve your answers to

and herein through their attorney of record, Fred A. Pharis, within thirty (30) days from service hereof, in accordance with the provisions of the Louisiana Code of Civil Procedure.

You are further placed on notice that these interrogatories are deemed continuing, requiring supplemental answers thereto in the event relevant information which would require amendment or supplementation of the answers to these interrogatories in order that they would be properly and truthfully answered, is discovered, acquired by, or becomes known to you.

When the term "you" is used herein, the term includes agents, employees, and representatives of the defendant or Chrysler Group, LLC's agents, employees, and representatives including said defendant's attorney of record.

**INTERROGATORY NO. 1:** Have you been sued under your correct name? If not, please state your correct name and address so that proper service may be obtained.

**INTERROGATORY NO. 2:** Please state name of the manufacturer, the date of manufacture, place of manufacture, and date of certificate of origin, if any, of the vehicle in question.

**INTERROGATORY NO. 3:** Please state the dealership or purchaser to whom the vehicle was shipped following its manufacture, the date of shipment, and the name and address of the person transporting the vehicle.

**INTERROGATORY NO. 4:** Please state whether not the dealership or purchaser described in the preceding interrogatory was an authorized repair facility for Chrysler brand motor vehicles at the time of the sale.

**INTERROGATORY NO. 5:** Please state the name, address, and present employment status of all employees of Chrysler, LLC and/or Chrysler Group, LLC who had contact with the plaintiffs or any of their relatives, friends, agents, or representatives with regard to the vehicle. Also, please state what was said in said contacts or conversations.

**INTERROGATORY NO. 6:** Does Chrysler Group, LLC, or did Chrysler, LLC, or any other entity which is answerable to them, maintain a computer or handwritten report of their representatives' or employees' contacts with dealerships and/or customers with regard to problems, complaints, or alleged vehicle defects? If so, state the title of the report or file with regard to contacts regarding the plaintiffs' vehicle, and state the name, address, and employment status of the custodian of the said records.

**INTERROGATORY NO. 7:** Please state the amount of warranty payment reimbursements made to any dealership or repairman by you or Chrysler, LLC, with regard to the vehicle in question, describing them with reference to their date, dealership repair order number, mileage of the vehicle, amount paid, and a description of the repairs done.

**INTERROGATORY NO. 8:** Please state whether or not the vehicle had been repaired prior to the sale to Chrysler, LLC's successor in title, and if so, the dates of the repairs, the repairs that were done, and the mechanics doing the repairs.

**INTERROGATORY NO. 9:** Were any warranty claims or payments made to anyone prior to the transfer of the vehicle to your co-defendant, All Star Motors, Inc.? If so, state the name and address of the claimant and produce copies of all documents having to do with warranty procedures.

**INTERROGATORY NO. 10:** Please state whether or not any of your employees or employee's of Chrysler, LLC, have inspected the vehicle in question, and, if so, please state the date, time, and place of the inspection, name the other persons present, and state whether or not a report was issued, and if so, the date of the report, the name, address, and telephone number of its custodian, and give a brief synopsis of the report.

**INTERROGATORY NO. 11:** Please state the cause and nature of the problems repaired by you, Chrysler, LLC, or any dealership, including any theories, assumptions, or opinions that will be offered at trial by you.

**INTERROGATORY NO. 12:** If you or any of your employees consider any of the problems with the vehicle to have been caused by anything other than manufacturing defects, state which problems, the cause, and when and how such information came to your knowledge.

**INTERROGATORY NO. 13:** Please state the name, address, and substance of the testimony of all witnesses you expect to call at the trial of the matter, and if they are expert witnesses, please state their area of expertise, their conclusions, and the substance of the facts behind those conclusions.

**INTERROGATORY NO. 14:** Please state the name and address of all persons who have issued any reports, evaluated the repairs done or claims made, or who did any investigation or evaluation of repairs or claims made by the plaintiff with regard to the vehicle.

**INTERROGATORY NO. 15:** Please list and describe all evidence and documentary evidence which you will offer at the trial of this matter, and please produce said documents, attaching copies to your answers.

**INTERROGATORY NO. 16:** Please list and describe all items of physical evidence other than the documents stated above which you will offer at the trial of this matter, and state the present custodian of the items of evidence.

**INTERROGATORY NO. 17:** Did Chrysler, LLC, manufacture the vehicle described in the petition? If not, give the name, address, and telephone number of the person or entity which manufactured the vehicle.

**INTERROGATORY NO. 18:** Please state whether or not you or Chrysler, LLC, was insured or is insured by any insurance company for any loss or hazard associated with the manufacture, sale, defects, or repair of the vehicle in question, and if so,

state by whom, their name, address, and telephone number.

Date: December 5, 2012

FRED A. PHARIS

of PHARIS LAW OFFICES

831 DeSoto Street Alexandria, LA 71301

Telephone: (318) 445-8266 Facsimile: (318) 445-5981 Bar Roll No.: 1536

ATTORNEY FOR PLAINTIFFS,

ET VIR

CIVIL SUIT NUMBER

ALEXANDRIA CIT

2012 DEC -7 AM 8: 38

v.

RAPIDES PARISH, LOU

NOF COURT

REQUESTS TO PRODUCE

TO: Chrysler Group, LLC

CHRYSLER GROUP, LLC, ET AL

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- 3) If the order or invoice consists of multiple pages, all pages.

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- 2) Issued with regard to the particular make or model of the vehicle in question and having to do with any of the complaints set forth in the repair orders or invoices.

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- 4) Show special service messages applicable to the problems or complaints described in the petition: or
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- 1) Petitioner and defendant Chrysler Group, LLC;
- 2) Petitioner and defendant All Star Motors, Inc.;
- 3) Defendant Chrysler Group, LLC, and All Star Motors, Inc., or any of the affiliates, parent corporations, or divisions of said corporations; and
- 4) Defendant Chrysler Group, LLC and defendant, or any of the affiliates, parent corporations, or divisions of said corporations.

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Date: December 5, 2012

FRED A. PHARIS

of PHARIS LAW OFFICES

831 DeSoto Street Alexandria, LA 71301

Telephone: (318) 445-8266 Facsimile: (318) 445-5981

Bar Roll No.: 1536

ATTORNEY FOR PLAINTIFFS.

2012 DEC -7 AM 8: 38

DOMESTON

CLERK OF COURT

ALEXANDRIA CITY COUNT

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS



Service of Process **Transmittal** 

12/31/2012

CT Log Number 521865734

TO: Melissa Graylin

Chrysler Group LLC

Office Of General Counsel, 1000 Chrysler Drive

Auburn Hills, MI 48326-2766

RE: **Process Served in Maryland** 

Chrysler Group LLC (Domestic State: DE) FOR:

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

TITLE OF ACTION: f. vs. Chrysler Group LLC, etc., Dft.

DOCUMENT(S) SERVED: Letter, Writ of Summons, Return, Case Information Report, Complaint and

Statement, Demand for Jury Trial, Exhibit(s)

COURT/AGENCY: Baltimore County - Circuit Court, MD

Case #

Product Liability Litigation - Manufacturing Defect - Failure to repair or replace NATURE OF ACTION:

defects - 2012 Dodge Charger - 203000 8CH2

ON WHOM PROCESS WAS SERVED: The Corporation Trust Incorporated, Baltimore, MD

DATE AND HOUR OF SERVICE: By Certified Mail on 12/31/2012 postmarked on 12/20/2012

JURISDICTION SERVED: Maryland

APPEARANCE OR ANSWER DUE: Within 30 days after service - Written response

ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt

Kimmel & Silverman, P.C. 30 East Butler Pike Ambler, PA 19002 215-540-8888

ACTION ITEMS: CT will retain the current log

Image SOP

SIGNED: The Corporation Trust Incorporated

PER: Billie Swoboda ADDRESS:

351 West Camden Street Baltimore, MD 21201 410-539-2837

TELEPHONE:

ROBERT M. SILVERMANT CRAIG THOR KIMMEL<sup>1,4</sup>

Member, PA Bor Member, NJ Bor Member, DE Bor

Member, DF Bar Member, NY Bar Member, MA Bar

Member, MD Bar Member, OH Bar Member, MI Bar

"Member, NH Bar 'Member, CT Bar 'Member, TN Bar 'Member, WY Bar

Member, DC Bar Member, CA Bar Member WI Bar

» Member TX Bar » Certified by the New Jersey Supreme Court as a Civil Trial Attanses KIMMEL & SILVERMAN

1-800-LEMON LAW

www.lemontaw.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, Fittsburgh, 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, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1901 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

December 18, 2012

/ACQUELINE C. HERRITT\*\*\*\*

CHRISTINA GILL ROSEMAN\*\*
RICHARD A. SCHÖLER\*
TARA L. PATTERSON

W. CHRISTOPHER COMPONOVO<sup>X</sup>
TIMOTHY J. ABLEEL JR. "
JOSEPH L. GENTILCORE"

ALFRED J. TUMOLO III

CHRISTOPHER J. KELLEHER"

ROBERT A. RAPKIN

#### CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Chrysler Group LLC c/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201

RE: V. Chrysler Group, LLC
Docket No. 03-C-12-012455 CN

Dear Sir/Madam:

Enclosed please find a copy of the Summons and Complaint which has been filed in the Circuit Court for Baltimore County Circuit. You are being served pursuant to the Maryland State Rule, 2-321.

Please refer the attached to the legal department. Note: a responsive pleading is due 60 days after the receipt of the Complaint, 2-321

Very truly yours,

Jacqueline C. Herritt, Esquire

JCH\jh Enclosure CIRCUIT COURT FOR BALTIMORE COUNTY

Julie L. Ensor

Clerk of the Circuit Court

County Courts Building

401 Bosley Avenue

P.O. Box 6754

Towson, MD 21285-6754

(410)-887-2601, TTY for Deaf: (800)-735-2258

Maryland Toll Free Number (800) 938-5802

WRIT OF SUMMONS

Case Number:

CN

Dupree vs Chrysler Group L L C

STATE OF MARYLAND, BALTIMORE COUNTY COUNTY, TO WIT:

To: CHRYSLER GROUP L L C C/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201

You are hereby summoned to file a written response by pleading or motion, within 30 days after service of this summons upon you, in this court, to the attached Complaint filed by: Philip Dupree

7111 Pahls Farm Way Pikesville, MD 21208

WITNESS the Honorable Chief Judge of the Third Judicial Circuit of Maryland

Date Issued: 12/12/12

Dalie L. Ensor

Clerk of the Circuit Court, per

To the person summoned:

FAILURE TO FILE A RESPONSE WITHIN THE TIME ALLOTTED MAY RESULT IN A JUDGMENT BY DEFAULT OR THE GRANTING OF THE RELIEF SOUGHT AGAINST YOU.

Personal attendance in court on the day named is NOT required.



To: CHRYSLER GROUP L L C

### \* \* \* \* SHERIFF'S RETURN \* \* \* \* (Please Print all information)

Case No:	Old Case No:
Case Name: vs Chrysler Group L L C	
vb chijbici droup i i c	
(Serving Sheriff's Name)	#of the
(Serving Sheriff S Name)	
County Sheriff's Office represent to the	Honorable Court the I:
(1) Served,	
•	(Name of Person Served)
onatat	
(Date of Service)	(Location of Service)
	with the following:
Summons	Counter complaint Interrogatories
Complaint Motion	Domestic Violence Order
Show Cause Order	Other_
	(Specify Document Served)
(2) Was unable to serve because:	
Moved left no forwarding address	No such address
Moved left no forwarding addressAddress not in jurisdiction	Other (Please Specify)
•	
Sheriff's Fee \$	
	erwing Cheriff's Cignature and Date)

#### INSTRUCTIONS TO SHERIFF'S OFFICE:

- 1. This summons is effective for service only if served within 60 days after the date it is issued.
- 2. Proof of service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, Please state the reasons.
- 3. Return of served or unserved process shall be made promptly.

Circuit Court for BALTIMOR	City or County	<u> </u>	<del></del>	
CIVIL - I	NON-DOMESTIC CASE IN		ORT	
unless your case is exempted from t A copy must be included for each a Defendant: You must fi	lefendant to be served. le an Information Report as required DRT CANNOT BE ACCEPTED AS	f the Court of Appeals purs I by Rule 2-323(h).	ruant to Rule 2-111(a).	
FORM FILED BY: A PLAINTI	FF DEPENDANT CASE	NUMBER	(Clerk to insert)	
CASE NAME:	vs.	CHRYSLER GROU		
JURY DEMAND: Yes RELATED CASE PENDING?	res 🗶 No If yes, Case #(s), if kno		Defendant days	
Special Requirements?	reter (Please attach Form CC-DC 41)	)		
	accommodation (Please attach Form	<u> </u>		
(CHECK C	<del>, </del>		GES/RELIEF	
TORTS	LABOR	A. TOR	RTS	
Motor Tort	Workers' Comp.	Actual Damages	_	
Premises Liability	Wrongful Discharge	Under \$7,500	☐ Medical Bills	
Assault & Battery	LEE0	\$7,500 - \$50,000	\$	
Product Liability	Other	\$50,000 - \$100,000	Property Damages	
Professional Malpractice	CONTRACTS	Over \$100,000	\$	
Wrongful Death	Insurance		☐ Wage Loss	
Business & Commercial	Confessed Judgment	<b>\</b>	\$	
Libel & Slander	Other			
False Arrest/Imprisonment	REAL PROPERTY	B. CONTRACTS	C. NONMONETARY	
Nuisance	Judicial Sale	<u> </u>		
Toxic Torts	Condemnation	Under \$10,000	Declaratory Judgment	
☐ Fraud	Landlord Tenant	\$10,000 - \$20,000	☐ Injunction	
Malicious Prosecution	Other	Over \$20,0000	Other	
Lead Paint	OTHER			
Asbestos	Civil Rights			
Other	Environmental	i		
	□ada			
	Other			
	IVE DISPUTE RESOLUTION IN			
Is this case appropriate for referral t	o an ADR process under Md. Rule 1	7-101? (Check all that app	ly)	
A. Mediation Yes No C. Settlement Conference Yes No B. Arbitration Yes No D. Neutral Evaluation Yes No				
	TRACK REQUEST			
With the exception of Baltimore Con		n the estimated LENGTH	OF TRIAL.	
THIS CASE WILL THEN BE TRA		fittial time		
l day of t		f trial time an 3 days of trial time		
2 days of		ar 5 days of trial tane		
PLEASE SEE PAGE TWO OF T TECHNOLOGY CASE MANAG	HIS FORM FOR INSTRUCTION EMENT PROGRAM AND\COMI			
MANAGEMENT PROGRAM (A	STAR), AS WELL AS ADDITION	NALANSTRUCTIONS	YOU ARE FILING YOUR	
COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S				
Date 12/04/12	Signatur			
CC/DCM 002 (Rev. 2/2010)	Page 1 of 3		//	

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM			
For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate			
	copy of complaint and c	heck one of the tracks below.	
	Expedited	LJ Standard	
1	Trial within 7 months	Trial within 18 months	
	of Filing	of Filing	
☐ EMERGENCY REI	LIEF REQUESTED	Signature Date	
	COMPLEXISCIENCE/ MANAGEMENTSP	ND/OR MEDICAL CASE ROGRAM (ASTAR)	
		TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202. d attach a duplicate copy of your complaint.	
_	- Trial within 7 months of Filing	Standard - Trial within 18 months of Filing	
	OUR COMPLAINT IN BALTIMOR. OUT THE APPROPRIATE BOX B	E CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE BLOW.	
CII	RCUIT COURT FOR BALTIM	ORE CITY (CHECK ONLY ONE)	
☐ Expedited	Trial 60 to 120 days from notice. N	lon-jury matters.	
Standard-Short	Trial 210 days.		
Standard	Trial 360 days.		
Lead Paint	Fill in: Birth Date of youngest plai	núff	
☐ Asbestos	Events and deadlines set by individ	lual jndge.	
Protracted Cases	Complex cases designated by the A	Administrative Judge.	
CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY			
To assist the Court in a an admission and may not	determining the appropriate Track for be used for any purpose other than Tr	this case, check one of the boxes below. This information is no rack Assignment.	
Liability is conceded.			
Liability is not conceded, but is not seriously in dispute.			
Liability is seriously in dispute.			

CIRCUIT COURT FOR BALTIMORE COUNTY			
Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.		
Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.		
Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of live or more days), State Insolvency.		
Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.		

Pikesville, MD	
Plaintiff	

CHRYSLER GROUP LLC c/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201

Defendant

IN	THE	CIRCU	J <b>IT</b>	COURT	FOR
BA	LTIN	ORE (	COL	UNTY	

CASE NO:	 	
	FILED	M 12: 46

#### COMPLAINT AND STATEMENT OF FACTS

- is an adult individual citizen and legal resident of the State of Maryland, r, Pikesville, MD
- 2. Defendant, Chrysler Group LLC, is a business corporation qualified to do and regularly conduct business in the State of Maryland, 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 The Corporation Trust Company, 351 West Camden Street, Baltimore, MD 21201.
- 3. On or about 2, Plaintiff purchased a new 2012 Dodge Charger, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2C3CDXBG8CH
- 4. The vehicle was purchased in the State of Maryland and is registered in the State of Maryland.
- 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 \$32,524.00. 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 substantially diminished in value to Plaintiff.
- 10. During the first fifteen (15) months following the date of original delivery on the motor vehicle to the consumer and/or the period of the vehicle's first 15,000 miles of operation, Plaintiff complained on at least four (4) occasions about defects and or non-conformities to the following vehicle components: engine; electrical system and transmission. True and correct copies of all invoices in Plaintiff's possession are attached hereto, made a part hereof, and marked Exhibit "B".

## COUNT I MARYLAND AUTOMOTIVE WARRANTY ENFORCEMENT 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 is a "Consumer" as defined by §14-1501(b) of the Commercial Law article of the Annotated Code of Maryland (hereinafter the "Code").
  - 13. Defendant is a "Manufacturer" as defined by §14-1501(e) of the Code.

- 14. Musselman's Dodge, Catonsville, MD 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 §14-1501(b) of the Code.
- 15. On or about August 09, 2012, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by §14-1502 et seq., which substantially impair the use and/or market value of the vehicle.
- 16. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.
- 17. Section 14-1502(c)(1) of the Maryland Automotive Warranty Enforcement Act (hereinafter the "Maryland Lemon Law") provides:
  - If, during the warranty period, the manufacturer or factory branch, its agent, or its authorized dealer is unable to repair or correct any defect or condition that substantially impairs the use and market value of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer or factory branch, at the option of the consumer, shall: (i) replace the motor vehicle with a comparable motor vehicle to the consumer; or (ii) accept return of the motor vehicle from the consumer and refund to the consumer the full purchase price including all license fees, registration fees, and any similar governmental charges, less: (1) a reasonable allowance for the consumer's use of the vehicle not to exceed fifteen (15) percent of the purchase price; and (2) a reasonable allowance for damage not attributable to normal wear but not to include damage resulting from a nonconformity, defect, or condition.
- 18. Section 14-1502(d) of the Maryland Lemon Law provides a presumption of a reasonable number of repair attempts if:
  - (1) The same nonconformity, defect, or condition has been subject to repair four (4) or more times by the manufacturer or factory branch, or its agents or authorized dealers, within the warranty period but such nonconformity, defect, or condition continues to exist; or
  - (2) The vehicle is out of service by reason of repair of one (1) or more nonconformities, defects, or conditions for a cumulative total of thirty (30) or more days during the warranty period.
- 19. Plaintiff has satisfied the above definition as the vehicle has been subject to repair more than four (4) 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. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles having less than four (4) repair attempts by the manufacturer or factory branch, or its agents or authorized dealers.
- 23. Plaintiff avers that the Maryland Lemon Law statute contains no prohibition on claims for vehicles out of service by reason of repairs for a cumulative total of less than thirty (30) days during the warranty period.
- 24. Plaintiff avers that the Maryland Lemon Law statute does contain a provision that a rebuttable presumption exists when there have been either four (4) repair attempts for the condition or thirty (30) days out of service during the warranty period, but such section §14-1502(d) is not a pre-requisite to a claim under the statute.
- 25. Plaintiff avers that what constitutes a "reasonable number of repair attempts" is an issue that is properly determined only by the trier of fact.
- 26. Plaintiff avers that upon presenting the case to the trier of fact, the facts and circumstances of this case will demonstrate a reasonable opportunity to repair and/or reasonable number of repair attempts to prove their claim under the statute.
- 27. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.
- 28. 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.
- 29. Plaintiff avers that such itemized statements, which were not provided also include technicians' notes of diagnostic procedures and repairs, and Defendant's Technical Service Bulletins relating to this vehicle.
- 30. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and conditions for which Defendant's warranty dealer did not provide notification.

- 31. Plaintiff has and will continue to suffer damages due to Defendant's failure to comply with the provisions of §14-1502 of the Code.
- 32. Pursuant to §14-1502(h) and (l), 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, or in the alternative repurchase or replacement of the subject vehicle plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees.

### COUNT II MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

- 33. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  - 34. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
- 35. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
  - 36. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
- 37. 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.
- 38. 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.
- 39. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
  - 40. 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 ullowed 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.

- 41. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
- 42. 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.
- 43. 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 and breach of implied warranty of merchantability.
- 44. 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.
- 45. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.
- 46. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.
- 47. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.
- 48. Section 2-714(2) of the Commercial Law, Annotated Code of Maryland (hereinafter the "Code") defines the measure of damages for breach of warranty as "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, unless special circumstances show proximate damages of a different amount."
- 49. Section 2-715(1) of the Code authorizes the Court to award the Consumer incidental damages, including expenses reasonably incurred in the inspection, receipt, transportation and

care and custody of goods rightfully rejected, as well as any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.

50. Section 2-715(2) of the Code also authorizes the Court to award the Consumer consequential damages, which may include any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise and any injury to the person or property proximately resulting from any breach of warranty.

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, or in the alternative repurchase or replacement of the subject vehicle plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees.

### COUNT III MARYLAND CONSUMER PROTECTION ACT

- 51. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  - 52. Plaintiff is a "Consumer" as defined by §13-101(c) of the Code.
  - 53. Defendant is a "Person" as defined by §13-101(h) of the Code.
  - 54. The subject vehicle is a "Consumer good" as defined by §13-101(d) of the Code.
- 55. The Code defines "Consumer goods" as goods which are primarily for personal, household, family, or agricultural purposes.
- 56. Section 14-1504 of the Maryland Lemon Law provides that a violation of its provisions shall be considered an unfair and deceptive trade practice under Title 13 of the Commercial Law Article.

- 57. The Maryland Consumer Protection Act defines "unfair or deceptive trade practices" as:
- (1) False, falsely disparaging, or misleading oral or written statement, visual description, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- (2) Representation that:
  - (i) Consumer goods, consumer realty, or consumer services have a sponsorship, approval, accessory, characteristic, ingredient, use, benefit, or quantity which they do not have:
  - (ii) A merchant has a sponsorship approval, status, affiliation, or connection which he does not have:
  - (iii) Deteriorated, altered, reconditioned, reclaimed, or secondhand consumer goods are original or new; or
  - (iv) Consumer goods, consumer realty, or consumer services are of a particular standard, quality, grade, style, or model which they are not;
- (3) Knowingly false statement that a service, replacement, or repair is needed
- 58. Plaintiff avers that Defendant has violated these, as well as other provisions, of §13-101 et seq. of the Code.
- 59. Section 13-301(14)(xi) of the Code provides that a violation of the Automotive Warranty Enforcement Act is an automatic "unfair or deceptive trade practice" and, therefore, a violation of the Consumer Protection Act.
- 60. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive trade practices."
- 61. Section 13-408(a) of the Code authorizes consumers to bring an action to recover for injury or loss sustained by them as the result of a practice prohibited by the Consumer Protection Act.
- 62. Section 13-408(b) of the Code further allows consumers who are awarded damages to seek reasonable attorney's fees.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant 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, or in the alternative repurchase or replacement of the subject vehicle plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees.

KIMMEL & SILVERMAN, P.C.

IACOLIFLINE C

UELINE C. HERRITT, ESQUIRE

Attorney for Plaintiff 30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888



Plaintiff

v.

CHRYSLER GROUP LLC e/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201

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## IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

#### **DEMAND FOR JURY TRIAL**

Plaintiff demands to have this case tried by a jury.

Pursuant to Maryland Rule 1-313, this is to certify that I am licensed to practice law in Maryland.

KIMMEL & SILVERMAN, P.C.

JACQUELINE C. HERRITT, ESQUIRE

Attorney for Plaintiff 30 East Butler Pike

Ambler, Pennsylvania 19002

(215) 540-8888

## NIUSSELM & N'S

## MUSSELMAN'S DODGE, Inc. 5717 Baltimore National Pike

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## RETAIL INSTALLMENT SALE CONTRACT

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on credit under the agreen the Amount Financed and	ents on the front and back o	If this contract. You agree to pay the Creditors according to the payment schedule be	ning this contract, you choose to buy the vehic or - Seller (sometimes "we" or "us" in this contract low. We will figure your finance charge on a dai
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Prepayment if you pay off all Security Interest. You are giv Additional Information: Set	ne payment that is late, with a minit your debt early, you will not have ing a security interest in the vehicle this contract for more informat of in full before the scheduled date	to pay a penalty. e being purchased. ion Including information about nonpayment,	Home Office Address  K/A  Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to buy
	Anced  cle (including accessories, services, and tharge (not required by law)	taxes) \$ 30725 44 <sup>(A)</sup> \$ 199.00(B) \$ 199.00(C) \$ 1/A <sup>(C)</sup> \$ 1/A <sup>(C)</sup> \$ 30924.44(1)	credit life insurance or 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 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 below.
(If total downpayment is 3: Unpaid Balance of Cash Price	CTURER'S REBATE  negative, enter "0" and see 4f below (1 minus 2) unts Paid to Others on Your Behalf amounts):	\$N/A \$N/A \$N/A \$4000.00 \$ _2000.00 \$ _5000.00(2) \$ _24924.44(3)	Other Optional Insurance  N/A Type of Insurance  Premium \$ Insurance Company Name N/A Horne Office Address N/A Type of Insurance  N/A Type of Insurance  N/A  Term

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the initial term of the contract to protect the Creditor for loss or damage to sole protection. This insurance does not protect your interest in the vertue. VS: Insurance is obtained. If you elect to purchase VSI insurance had is also shown in item 4B of the Itemization of Amo  OPTION:  You pay no finance charge if the Amount Year	ide. You may choose the Insurance company throuse through the Creditor, the cost of this Insurance through the Creditor, the cost of this Insurance of the coverage is for the initial term of the nt Financed, item 5, is paid in full on o	urless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4H of the contract.  temization of Amount Financed. See your gap contract for detail on the terms and conditions it provides. If it is a part of this contract.
		Name of Gap Contract
		I want to buy a ga
en de la companya de La companya de la co	e vit Santo de della escolo de brondadore, e	Buyer Signs K 🕏
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you may only cancel it if the seller ag you change your mind. This notice d	rees or for legal cause. You one not apply to home solicion be negotiable with the Se	od for this sale. After you sign this contract, cannot cancel this contract simply because tation sales.  Iller. The Seller may assign this contract
<u> </u>	· · · · · · · · · · · · · · · · · · ·	ou in connection with the purchase of this vehicle, comprise the entire
		Upon assignment of this contract: (i) only this contract and the addenda
		change to this contract must be in writing and the assignee must sign it;
and (iii) no oral changes are binding. Buyer Signs X		Co-Buyer Signs X
If any part of this contract is not valid, all other parts stay variance extend the time for making some payments without extended to the time for making some payments without extended to the time for making some payments.	lio. We may delay or remain from enforcing any	of our rights under this contract without losing them. For example, we
		e entitled to a copy of the contract at the time
You agree to the terms of this contract. You to take it and review it. You acknowledge the reverse side, before signing below. You con	at you have read both sides of th	this contract, we gave it to you, and you were free is contract, including the arbitration clause on the ely filled-in copy when you signed it.  Date
Co-Buyers and Other Owners — A co-buyer is a person who does not have to pay the debt. The other owner agrees to the se	is responsible for paying the entire debt. An ot	her owner is a person whose name is on the title to the vehicle but
Other owner signs here. X	Address	Particular of the property of the first for the contract of th
Seller signs District Property of the Control of th	Date 08/09/12 By X	ACCOUNTS AND ACCOU
SUNTRIST	RANK	7100
Seller assigns he interest in this contract to	XX ,	(Assignee) under the terms of Seller's agreement(s) with Assignee.
Assigned with recourse	☐ Assigned without recourse	Assigned with limited recourse
and the state of the second of the state of the second of		regression with the state of th
Seller	By	Title
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Automotive Excellence Since 197

#### **SERVICE HOURS**

MONDAY & FRIDAY 7 A.M. & 7:30 P.M. SATURDAY 8 A.M. e 4 P.M.

#### DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way **MARLOW HEIGHTS, MARYLAND 20746** (301) 423-5111 www.darcars.com

#### **PARTS HOURS**

MONDAY & FRIDAY & A.M. & 5 P.M. SATURDAY BAM :4PM

LUSTOMER NO.	ADV18OPi	TAG NO.	INVOICE DATE : CELL	I INVESTIGATION OF THE PERSON
	CHRESTOPHER LODGENO.	1576 EXAE 4715	<del>co.09/27/12</del>	DOG\$454831
	YEAR/MAKE/MODEL		DELIVERY DATE	DELIVERY MILES
LKRIDGE, MD	12/DODGE/CHARGER/4		SELLING DEALER NO.	PRODUCTION DATE:
ERRIDGE, FID	元 EGa 3 C D X B G 8	C Ho	A.O. DATE	ter in growing any magain

OTY FR NUMBER SAT COESCRIPTION ... DESCRIPTION ... NO # JUB # L'TOTAL PARTS 0 DESCRIPTION UNIT PRICE

JOB # 1 TOTAL LABOR GEPARTS

JOB 2 10CHZO

ELEGRICAL REPAIR

CUSTOMER STATES WHILE DRIVING VHEY THE ENGINE SHIT OFF AND LOSS BATTERY FAILURE

BATTERY FAILURE

ALSO FOUND LOOSE CONNECTOR AT TIPM CAUSING DRAW ON BATTERY

PERFORMED PIMPOINT TEST AND FOUND LOOSE CONNECTOR AT TOTALLY

INTERSPRETED POWER MODULE CAUSING A AMPRORAM ON BATTERY

CORRECTED THE CONNECTOR AND TESTED BATTERY AGAIN AND FOUND BATTERY

BATTERY FAILED DEV TO SEVERELY DISCHARGED CONDITION AND REPLACED BATTERY AS WELL RETESTED AFTER REPAIR

ARTS OTY FP NUMBER

DESCRIPTION UNIT PRICE

DB # 2 1 BBOH7730 AA BATTERY S 1083001

JOB # 2 TOTAL PARTS 0.00 JOB # 2 TOTAL PARTS JOB # 2 TOTAL LABOR & PARTS SUBLET PO# VEND INV# INV DATE DESCRIPTION TOTAL SUBLET WARRANTY 0.00 USTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$0.00 (+TAX)



PAGE 1 OF 2

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CUSTOMER COPY



#### **SERVICE HOURS**

MONDAY & FRIDAY 7 A.M. & 7:30 P.M. SATURDAY 8 A.M. & 4 P.M.

#### DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way
MARLOW HEIGHTS, MARYLAND 20746
(301) 423-5111

#### **PARTS HOURS**

MONDAY e FRIDAY 8 A.M. e 5 P.M.

SATURDAY 8 A.M. e 4 P.M.

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	<u> </u>	YEAR / MAKE / MODEL	· · · · · · · · · · · · · · · · · · ·		5,336	SELIVERY DATE	DELIVERY ME ES
	<u> </u>	13/2006E/CI	HARGER/4DR	SDN SE	RWD	SELLING DEALER NO.	PRODUCTION DATE
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CUSTOMER CORY.

- SNO-OF-INVOIOS-



5717 Baltimore National Pike BALTIMORE, MARYLAND

## "Your Five Star Dodge Dealer" \*\*\*\*\**Dodae*

BALTIMORE'S FIRST FIVE STAR DEALER PHONE: (410) 744-7400 FAX: (410) 788-2514



SERVICE DEPT, HOURS

MONDAY THROUGH FRIDAY 7:30 A.M. TO 6:00 P.M.

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE CELL 3
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THE "HOPAR" PARTS USED TO REPAIR YOUR VEHICLE!	REVENUE DE L'ANDRE DE		Frank Jan Harris
FOR 12 MONTHS OR 12,000 MILES, WHICHEVER OCCURS ADJUSTMENTS PERFORMED TO REPAIR WOLLD VEHICLE AND	FIRST WARD ANTEN		
ADJUSTMENTS PERFORMED TO REPAIR YOURS VEHICLE AF FOR 3 MONTHS OR 4,000 MILES, WHICHEVER OCCURS FI	RST X		
THESE ARE LIMITTED WARRANTIES WETH SOME EXCEPTION SERVICE ADVISOR FOR DETAILS.	NS:		
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The Factory Warranty Constitutes All Of the Warranties With Respect			
Warpantes, Either Express Or Implied, Including Any Implied Warranty Of PASSame Not Authorizes Any Other Person To Assume For it Any Liability	In Connection With The Sale Of The Discher	PRYDICE 09:22am	•

MO: 5378 HILE YOUR MOTOR VEHICLE ON THE PREMISES OF THE ITOMOTIVE REPAIR FACILI-THE AUTOMOTIVE REPAIR CILITY MAY NOT SPONSIBLE FOR DAMAGE YOUR MOTOR VEHICLE IDER CERTAIN CIRCUM-ANCES YOU SHOULD ASK A PRESENTATIVE OF THE TOMOTIVE REPAIR FACILI-ABOUT THE EXTENT OF RESPONSIBILITY, INCLUD-G THE EXTENT OF THE SURANCE COVERAGE OF E AUTOMOTIVE REPAIR CILITY.

MILEAGE OUT



#### DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way
MARLOW HEIGHTS, MARYLAND 20746

MONDAY & FRIDAY 8 A.M. & 5 P.M. SATURDAY 8 A.M. & 4 P.M.

**PARTS HOURS** 

(301) 423-5111 www.darcars.com

## SERVICE HOURS MONDAY 6 FRIDAY 7 A.M. 6 7:30 P.M. SATURDAY 8 A.M. 6 4 P.M.

	VVV V.	.darcars.com			
CUSTOMER NO.	ADVISOR	en kare en i sekual kinningasa s	TAG NO. PERSONAL DE LA	INVOICE DATE CELL!	Ru
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PAGE 1 OF 2

CUSTOMER COPY

[CONTINUED ON NEXT PAGE] 09:30am



#### **SERVICE HOURS**

MONDAY e FRIDAY 7 A.M. e 7:30 P.M. SATURDAY

8 A.M. c 4 P.M.

#### DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way **MARLOW HEIGHTS, MARYLAND 20746** 

(301) 423-5111 www.darcars.com

#### PARTS HOURS

MONDAY & FRIDAY 8 A.M. & 5 P.M.

8 A.M. c4 P.M. SATURDAY

		arcars.com				
CUSTOMER NO.	ADVISOR	* · · · · · · · · · · · · · · · · · · ·	TAG	NO. Partition for the	INVOICE DATE: CELL	IN.
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PAGE 2 OF 2 CUSTOMER COPY		[ END OF I		09:30am		





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## First Class Mail

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30 East Butler Pike, Ambler, PA 19002

TO:

Chrysler Group LLC c/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201



5717 Baltimore National Pike BALTIMORE, MARYLAND

# "Your Five Star Dodge Dealer"

BALTIMORE'S FIRST FIVE STAR DEALER



SERVICE DEPT, HOURS

MILEAGE OUT

MONDAY THROUGH FRIDAY 7:30 A.M. TO 6:00 P.M.

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#### DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way
MARLOW HEIGHTS, MARYLAND 20746

(301) 423-5111

#### PARTS HOURS

MONDAY & FRIDAY 8 A.M. & 5 P.M. SATURDAY 8 A.M. & 4 P.M.

## SERVICE HOURS MONDAY e FRIDAY 7 A.M. e 7:30 P.M. SATURDAY 8 A.M. e 4 P.M.

PAGE 1 OF 2

**CUSTOMER COPY** 

•	www.dar	rcars.com			
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CUS (OMER NO.	CHRISTOPHER 1	QDQM <u>. 1576</u>	1	09/26/12	DQC\$454633
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[CONTINUED ON NEXT PAGE] 09:30am



### **SERVICE HOURS**

MONDAY e FRIDAY 7 A.M. e 7:30 P.M. SATURDAY

8 A.M. c 4 P.M.

# DARCARS CHRYSLER JEEP DODGE OF MARLOW HEIGHTS

5060 Auth Way **MARLOW HEIGHTS, MARYLAND 20746** 

(301) 423-5111 www.darcars.com

#### PARTS HOURS

MONDAY & FRIDAY 8 A.M. & 5 P.M.

8 A.M. c4 P.M. SATURDAY

	www.d	arcars.com				
CUSTOMER NO	ADVISOR	* · · · · · · · · · · · · · · · · · · ·	TAGA	<b>व्या</b> क्षकारम् ।	INVOICE DATE: CELL	111
	CHRISTOPHER	TORON	1576	4715	09/26/12	DOC\$454633
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# 2012 0470 0002 1475 6446

# First Class Mail

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30 East Butler Pike, Ambler, PA 19002

TO:

Chrysler Group LLC c/o The Corporation Trust Company 351 West Camden Street Baltimore, MD 21201 PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

*PROGRESSIVE"* 

Payment Address Progressive-Subro 24344 Network Place Chicago, IL 60673-1243 Document Address P.O. Box 512929 Los Angeles, CA 90051-0929

Phone: (877) 818-0139 Fax: (888) 781-6947

July 10, 2013

DODGE PO BOX 21-8004 **AUBURN HILLS, MI 48321** 

Type of Loss:

FAULTY ALTERNATOR CAUSED ENGINE FIRE

VIN\DOT Number:

2B3CL3CG1BH

Year: Make: 2011 DODGE

Model:

CHARGER

Your Claim No: Our Insured:

N/A

Address:

CROSSING CONROE, TX

RECEIVED

JUL 17

SPECIAL INVESTIGATIONS

Our Claim No: Date of Loss: Damages:

05-19-13 \$21,305.96

#### NOTICE OF SUBROGATION CLAIM

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive County Mutual Ins Co damages and those of our insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of \$21,305.96 to my attention, payable to "Progressive County Mutual Ins Co, as subrogee of and remit to the following address:

> Progressive-Subro 24344 Network Place Chicago, IL 60673--1243

You can contact me at the number listed below should you need additional documentation or to discuss this claim.

Thank you for your anticipated cooperation.

Stacey Stankus Subrogation Representative Phone: (440) 603-7533 Fax (888) 781-6947 Stacey Stankus@progressive.com Enclosure

# LEGAL PHOTOS RETAINED IN DOCUMENT RETENTION



Rental Company-ENTERPRISE RENT-A-CAR Invoice:

Bill To: PRO52FT **PROGRESSIVE** 

ATTN: AMANDA EDWARDS 4400 NW LOOP 410 SAN ANTONIO, TX 78229

RENTER INFORMATION:

RENTAL INFORMATION: Rental Branch Location: **ENTERPRISE RENT-A-CAR (0615)** 1208 NORTH FRAZIER CONROE, TX 773011812

ADDITIONAL CLAIM INFORMATION:

Claim Numbe

(936) 756-7211

Claim Type: Insured Vehicle Condition: Total Loss Date Of Loss: 5/19/13

Insured Name:

Owner's Vehicle: 2011 DODGE CHARG

Additional Driver:

Repair Facility: TOTAL LOSS BELLAIRE, TX 77401 (999) 999-9999

# VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
5/21/13 3:34 PM	2013	NISN	PATH	5N1AR2MN2DC	2000	4051	2051	\$40.99
6/20/13 3:34 PM	2013	NISN	PATH	5N1AR2MN2DC	2000	4051	2051	\$23.24

# Rental Invoice

Please Return This Portion with Remittance

Make Payment To: **ENTERPRISE RENT-A-CAR** P.O. BOX 840086 KANSAS CITY, MO 64184-0086 Federal ID: 43-0724835

**Total Charges:** \$1,515.53 Less Amount Received: Total Amount Due.....

\$158.29 \$1,357.24

Please include on your check: Invoice:

Rental Period: 5/21/13 to 6/25/13 (36 days) Billed Period: 5/21/13 to 6/19/13 (30 days)

Products and Services	Rate	Amount
30 DAYS @	40.99	\$1,229.70
6 DAYS @	23.24	\$139.44
Taxes and Surcharges		-
36 *TX REMB	1.59	\$57.24
1 TX MTR VH	6.25%	\$89.15
To	al Charges:	\$1,515.53
Less Amour	nt Received:	\$158.29
Total A	mount Due:	\$1,357.24

Claim Payment Detail

Payment Information -

Disbursement Number:

767308126

Total Amount: Invoice Number: \$1,357.24

EFT Trace Number:

Paid To: Mailing Address: ENTERPRISE RENT-A-CAR ENTERPRISE RENT-A-CAR

1208 NORTH FRAZIER

CONROE, TX 77301-1812

In Payment Of:

ENTERPRISE RENT-A-CAR RENTAL INVOICE #

Vendor Information -----

Name: Type:

ENTERPRISE RENT...

GLASS SHOP

1099 Required:

Reviewed Summary

Last Updated Rep:

Issuing Rep: Issue Date:

ARP0021 07-09-13 ARP0021 Approved By: **Review Date:** Reviewed By:

Bank Information -

Type:

Loss

Stop Reason:

Stop Date:

Bank Code:

CTB

Cleared: Nο

Exposure Detail: RENTAL-

Party Name:

Property Description:

Payment Type:

FINAL PAYMENT

Amount Paid: Deductible Taken: \$1,357.24 \$0.00 \$0.00

Property Damage: Rental:

\$1,357.24

\$0.00

Claim Payment Detail Payment Information Disbursement Number: 478733407 Total Amount: \$19,453.72 **EFT Trace Number:** Invoice Number: Paid To: SANTANDER CONSUMER USA ON BEHALF OF ONLY \*\* Mailing Address: ATTN: TOTAL LOSS DEPT NORTH RICHLAND HILLS, TX USA In Payment Of: COMP 11 DODGE CHARGER LESS \$495 DED PROGR RETAINS SLVG Vendor Information -Name: 1099 Required: Type: Reviewed Summary Issuing Rep: ARP0021 Approved By: TGM0002 Issue Date: 06-27-13 Review Date: Last Updated Rep: ARP0021 Reviewed By: Bank Information -Type: Loss Bank Code: AS2 Stop Reason: Cleared: No Stop Date: Exposure Detail: COMP Party Name: Amount Paid: \$19,453.72 Property Description: Deductible Taken: \$495.00 Payment Type: FINAL PAYMENT \$0.00 Property Damage:

Rental:





Prepared for: Progressive Group of Insurance Companies (800) 321-9843

#### Summary

#### Claim Information

Claim Number:
Policy Number:
Owner:
Address:
CONROE, TX
Owner Home Phone:

Version #: 2

Coverage Type of Loss: Comprehensive

Loss Date: 05/19/2013

Reported Date: 05/19/2013

Valuation Report Date: 06/19/2013 09:41:37

Valuation Report ID: 1003791381

#### **Vehicle Information**

Loss Vehicle: 2011 DODGE CHARGER SE 4D SON

3.6L 6 Cyl Flexible A 2WD

VIN: 2B3CL3CG1BH

Mileage: 65,000 mlles

Title History: No

Location: TX 77303

Exterior Color:

License Plate: Texas, Exp, 04/2014

#### **Valuation Summary**

Base Value: \$18,696.44

#### Loss Vehicle Adjustments

Condition Adjustment: \$0.00
Prior Damage Adjustment: \$0.00
After Market Parts Adjustment: \$0.00
Refurbishment Adjustment: \$0.00
Title History Adjustment: \$0.00

Market Value: \$18,696.44

Settlement Adjustments

Deductible: -\$495.00

Settlement Value: \$18,201.44

#### Title History Comments:

# Loss Vehicle Detail

Loss vehicle: 2011 DODGE CHARGER SE 4D SDN 3.6L 6 Cyl Flexible A 2WD

#### Standard Equipment

Exterior	
Alloy Wheels, 17 In X 7 In	Automatic Headights With Automatic On/Off
Daytime Running Lights	Front Air Dam
Front and Rear Body Color Bumpers	Quad Halogen Headiights

Interior	
AMFM Radio With 6 Speakers Total, CD Player, MP3/VM	A Player
Cruise Control	Driver Power Seat Adjusts 6 Ways Total
Qual Body Color Folding Power Adjustable Exterior Rearvie	w.Mirrors
Front Dual Illuminated Vanity Mirrors	Front Dual Reclining Bucket Seats With Driver Adjustable Seat Height and Adjustable Headrests
Front Dual Sunvisors reversion regers, commence received received	
Infrared Glass	Interior Air Filter
iPod(R) Auxiliary Audio Input Jack Includes Portable Audio	Connectivity:
Power Window Lockout/Override	Power Windows With Front One-Touch Up and One-Touch Down
Rear 60/40 Split Folding Bench Seat With Adjustable Head Fold-Down Center America	reste and the control of the Real HVAC Ducts
Rear Window Detroster	Separate Driver/Front Passenger Climate Controls
Steering Wheel Mounted Controls For Audio, Cruise Control Instrumentation Display	X and
Tinted Glass	Trip Computer With Average Fuel Consum ption, Miles To Empty, Instantaneous Fuel Consum ption, Stop Watch and Trip Odometer
USB Podycologic party specifical graduation (1994) 444 (474)	Digities us of the sea "Vehicle Speed Sensitive Variable Intermittent Windshield Wipers (Date 10

Mechanical	
4-Wheel Anti-Lock Brakes 23-5 and 23-55 and 20-55 and 20-55	All-Speed Traction Control (499-889) All Speed Traction Control (499-889)
Electronic Stability Control (ESC) Vehicle Stability Control System	Front Power 320-mm X 28-mm Vented Disc Brakes and 320-mm X 10-mm Solid Rear Disc Brakes
Hill Start Control Sci. 2009 (Acres 101) 2010 (Acres 2010), 2010 (Acres 2010) Acres 2010 (Acres 2010)	Power Speed Sensing Rack and Pinion Variable Assisted Steering
Telescopic Steering Column	Tilt Steering Column

Safety	
Automatic Locking Retractors	Child Safety Door Locks Located On Rear Doors
Crash Sensor	Crumple Zones
Onver Airbag With Multi-Stage Deployment (Combined Schools)	distributions <b>Ditwer Knee Airbag</b> est of siture - in entitle he who expense in the pass 7 and in the contract of
Emergency Fuel Shut-Off Device	Front Active Head Restraints
From and Rear 3 Point Seathers	Front and Rear Side Head Curtain Airbags.
Front Pretensioners	Front Seatbelt Height Adjusters
Keyless Entry Operated Via Card Key	ngga ta anny <b>Keyless Go Cant Key</b> a na na magananana na ganggalah kepanggangan at an a
LATCH	Multi-Function Remote Operates Door Lo ok/Unlock, Illuminated Entry, Panic Alamt and Power Windows
Panic Alarm	Passange: Airbag Cultoff Sensor
Passenger Airbag With Multi-Stage Deployment	Power Door Locks Operated Via Card Key and Internal Switch With Automatic Locking
Rain Brake Support Accident Avoidance System	188. (1989) 12. Ready Alen Braking Accident Avoidance System (1980) 1014 (1994) 1886
Rear 3-Point Center Seatbett	Remote Fuel Door Release
Remote Trunk Release the transport of the Laboratory transport	Seat Mounted Front Side Airbags
Selective Unlocking Via Card Key	Side Guard Door Beams
Tronk Anti-Trap Device	Vehicle Anti-Theft Via Sentry Key(R) Engine Immobilizer

#### **Packages**

Uconnect(TM) Touch 4.3S CD/MP3/Sat	
(Not Available In Hawaii)	Front Auxiliary Audio Input Jack
Sirius(R) Satellite Radio (Includes 1 Year Of Service)	USB Port

#### Loss Vehicle Base Value

Loss vehicle:

2011 DODGE CHARGER SE 4D SDN 3.6L 6 Cyl Flexible A 2WD

#### Comparable Vehicle Information

Search Radius used for this valuation:

75 miles from loss vehicle zip/postal code.

Typical Mileage for this vehicle:

31,000 miles

#	Vehicle Description	Mileage	Location	Distance From Loss Vehicle	Price	Adjusted Value
	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WP	44,522	77017	49 miles	\$20,537,00 Sold Price	\$19,641.42
2	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	38,560	77090	27 miles	\$20,998.00 List Price	\$19,572.96
	2011 DODGE CHARGER SE AD SON 6 3.6NORMAE FLEXIBLE A 2MD	41,649	77037	03 miles	\$20,555.00 List Price	<b>5</b> 18,278 43
4	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	47,193	77065	35 miles	\$20,998.00 List Price	\$19,806.43

					Base Value:	\$18,696.44
12	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	38,882	77471	66 miles	\$20,919.00 List Price	\$18,320.72
11	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	81,478	77471	66 miles	\$19,925.00 List Price	\$17,703.00
10	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	38,880	77578	63 miles	\$21,392.00 List Price	\$18,735.07
	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	43,773	77598	59 miles	\$18,500.00 List Price	\$16,679.62
8	2011 DODGE CHARGER SE 4D SDN 8 3.6NORMAL FLEXIBLE A 2WD	47,936	77598	59 miles	\$21,650.00 List Price	\$19,649.53
	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	50,436	77598	69 mass	\$19,829.00 List Price	\$18,176.00
6	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	41,296	77034	54 miles	\$20,599.00 List Price	\$19,463.67
5	2011 DODGE CHARGER SE 4D SDN 6 3.6NORMAL FLEXIBLE A 2WD	39 366	77083	50 miles	\$20,991.00 List Price	\$18,430.46

# Loss Vehicle Adjustments

Loss vehicle: 2011 DODGE CHARGER SE 4D SDN 3.6L 6 Cyl Flexible A 2WD

#### **Condition Adjustments**

Condition Adjustment: \$0.00	Overall Condition: 3.00-Good	Typical Vehicle Condition: 3.00
Category	Condition	Comments
triterior (2) de la compaña		BOREN SERVER SER ER
DOORS/INTERIOR PANELS	3 Good	
rezina <b>CARPET</b> : «Villar an Pilas varvints», en entins, no eliteri, essi	's side a side en d'en a sini <b>8: Good</b> ain las lanca	re <mark>discretes discretes dispositivas</mark> di propositi en estima en la forma de la come en la come dispositiva di pr
SEATS	3 Good	
nisen in <b>Dash/Console</b> phark-menhadakan dada dada dadar i. da	ración esido rougie : re- <b>3:Good</b> ia le coltid	ing Com le noon bischeep din din en dies die ooksele mod de bestelde gebeure. Die bestelling Cook in 1979
HEADLINER	3 Good	
Carried GRYS2. In the state of	***************** <b>***********</b> ********	
Exterior		
n <b>arri ku<b>BODY</b>oseu kukus nainkarenduki kingi ki kuli ili kili ili k</b>	4.279 (4.27) (4.27) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77) (4.77)	ha lankin marinan minin minin ing inin mangangan mining mangangan kanangan mangan mangan
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erene <b>term</b> erene de averes encoreres dos acoseses de ceres.		V CONTROL BECENTAGENERALENE GABALEN EN SOLENG FOR SER S
PAINT	3 Good	
Mechanical separus nu restuscaus aucus acus acus resurrantes de la cultura se con contra de la contra del contra de la contra del la contra de la contra de la contra del		en engag sagar sagara sa ang ang ang ang ang ang ang ang ang an
Tire	3 Good	

Typical condition reflects a vehicle that is in ready-for-sale condition and reflects normal wear and tear for that vehicle type / age.

#### Comments:

17 inch alloy stock wheels reinstalled.

#### After Market Parts and OEM Equipment Adjustments

Calegory	Description	Adjustment Type	Purchase Date	Amount Paid	Adjustment Amount
INTERIOR		INSTANT QUOTE			50,00

# Comparable Vehicles

Loss vehicle: 2011 DODGE CHARGER SE 4D SDN 3.6L 6 Cyl Flexible A 2WD

#### **Comparable Vehicles**

1 2011 DODGE CH	2011 DODGE CHARGER SE 4D SDN 6 3.6 NORMAL FLEXIBLE A2WD				ce: \$20,537.00
VIN:	2B3CL3CG1BHXX XXXX	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:		Mileage	65,000	44,522	-\$1,054.68
Listing Date:	04/30/2013	Equipment of the second and second		do, ber dibak bil publik Ma	cappedel Horney
ZIP/Postal Code:	77017	Uconnect(TM) Touch 4.3S CD/MP3/Sat	Yes	No	\$159.10
Distance from Loss Vehicle:	49 miles			Total Adjustm	ents: -\$895.58
Source:	FRANCHISE SALE - J.D. POWER AND ASSOCIATES			Adjusted F	rice: \$19,641.42

2011 DODGE CH	ARGER SE 4D SDN 6 3.6 NORM AL	FLEXIBLE A2WD		List Price	: \$20,998.00
VIN:	2B3CL3CG1BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	9177073	Projected Sold Adjustme	nt		\$0.0
Listing Date:	03/01/2013	Mileage	65,000	38,560	-\$1,587.7
ZIP/Postal Code:	77090		<b>4.35</b> . 2 <b>Yes</b> .#54.17450214		
Distance from Loss Vehicle:	27 miles	CD/MP3/Sat			
Source:	FRANCHISE WEB LISTING -			Total Adjustme	ents: -\$1,425.04
	CARS.COM			Adju <del>st</del> ed P	rice: \$19,572.90
	CARMAX NORTH HOUSTON				
	16110 NORTH FREEWAY				
	HOUSTON TX 77090				
	281-209-8454				

2011 DODGE CH	ARGER SE 4D SDN 6 3.6 NORMAL	FLEXIBLE A2WD		List Pric	e: <b>\$</b> 20,555.00
VIN:	283CL3CQ9BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:		Projected Sold Adjustment			-\$1,244.00
Listing Date:	03/17/2013	Mileage	65,000	41,649	-\$1,182.17
ZiP/Postal Code:	77037	Equipment		San Necker Francisco	
Distance from Loss Vehicle:	33 miles	Uconnect(TM) Touch 4.3S CD/MP3/Sat	Yes	No	\$149.80
Source:	FRANCHISE WEB LISTING - CARS.COM				ents: -\$2,276.57 rice: \$18,278.43
	FINCHER'S TEXAS BEST AUTO AND TRUCK SALES				

8450 NORTH FREEWAY HOUSTON TX 77037 281-931-3960

VIN:	2B3CL3CG2BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	9332403	Projected Sold Adjustment			\$0.0
Listing Date:	05/06/2013	Mileage Hall of Hall As Bed and All a	65,800	47,493	\$896.4
Postal Code:	77065	Equipment  Uconnect(TM) Touch 4:38  CDMP3/8at			
Distance from Loss Vehicle:	35 miles	Navigation/Rear Back-Up	No	Yes	-\$458.83
Source:	FRANCHISE DEALER WEB LISTING • VAST.COM	Camera Group			
	CARMAX CYPRESS FAIRBANKS HOUSTON			-	ents: -\$1,191.57 rice: <b>\$19,80</b> 6.43
	19500 NW FREEWAY			•	,
	HOUSTON TX 77065				
	877-505-0392				
able Vehicle Pac	kana Datalia:				

5	2011 DODGE CHARGER SE 4D SDN 6 3,6 NORMAL FLEXIBLE A2WD	List Price: \$20,991.00
---	---	-------------------------

2B3CL3CGXBH VIN:

Stock No: Listing Date:

05/18/2013

77083

ZIP/Postal Code:

Distance from Loss Vehicle:

Source:

FRANCHISE WEB LISTING -CARS.COM

832-399-9300

**FUSION AUTO PLEX** 8408 HIGHWAY 6 SOUTH HOUSTON TX 77083

50 miles

Adjustments Projected Sold Adjustment

Loss Vehicle

This Vehicle

Amount

-\$1,300.00

Mileage page and parameter in the 65,000 to a made supplementation and a supplementation and the 13.09

Equipment

S16255

CDMPS/Satistics in the control of th

Total Adjustments: -\$2,560.54

Adjusted Price: \$18,430.46

List Price: \$20,599.00

6	2011 DODGE CHARGER SE 4D SDN 6 3.6 NORMAL FLEXIBLE	A2WD
---	--	------

VIN: 2B3CL3CG3Bt

8866860 Stock No:

Listing Date: 02/28/2013 ZIP/Postal Code:

Distance from

Loss Vehicle:

Source: FRANCHISE WEB LISTING .

54 miles

CARS.COM

**CARMAX GULF** FREEWAY-HOUSTON 13100 GULF FREEWAY HOUSTON TX 77034 877-490-6380

Loss Vehicle

Adjustments Projected Sold Adjustment is a second 
Uconnect(TM) Touch 4.3S

CD/MP3/Sat

65,000

Yes

No

Amount

41,296

This Vehicle

Equipment, and a series of a series of the process of the process of the process of the series of the process o

\$159.58

Total Adjustments: -\$1,135.93

Adjusted Price: \$19,463.67

2011 DODGE CH	ARGER SE 4D SON 6 3.6 NORMAL I	FLEXIBLE A2WD		List Price:	\$19,829.00
VIN:	2B3CL3CG7BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:		Projected Sold Adjustme	ent		-\$1,200.00
Listing Date:	03/01/2013	Mileage	66,000	50,436	-\$597.32
/Postal Code:	77598	Equipment	4.38 <b>Yes</b>	eo <b>no</b> interacamentes	ne ner <b>\$144.3</b>
istance from .oss Vehicle:	59 miles	CD/MP3/Sat	nish ka 186 <u>0-b</u> 1951-b1860-b186		
Source:	FRANCHISE DEALER WEB LISTING - AUTOTRADER.COM			Total Adjustment Adjusted Price	
	CLEAR LAKE CHRYSLER JEEP DODGE			•	, ,
	15711 GULF FREEWAY				
	WEBSTER TX 77598				
	800-418-4640				

VIN:	2B3CL3CG7BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	P1159	Projected Sold Adjustment	r Desperator	. Valumatingas graf amia mali rali rali attal None (1994-1904) - Silvi (1904-1904) - Olivia	<b>-\$1</b> 3410
Listing Date:	05/01/2013	Mileage	65,000	47,936	-\$816.8
ZIP/Postal Code:	77598	Equipment 100 100 100 100 100 100 100 100 100 10	Yes	No	\$157.3
Distance from Loss Vehicle:	59 miles	CD/MP3/Sat		*	
Source:	FRANCHISE WEB LISTING - CARS.COM				ents: -\$2,000.4 rice: \$19,649.5
	CLEAR LAKE DODGE CHRYSLER JEEP RAM				
	16711 GULF FWY				
	WEBSTER TX 77598				
	800-306-7458				

2011 DODGE CH	ARGER SE 4D SDN 6 3.6 NORMAI	L FLEXIBLE A2WD		List Pric	e: \$18,500.00
VIN:	2B3CL3CG1BH5	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	PH	Projected Sold Adjustr	nent		-\$1,120.00
Listing Date:	03/13/2013	Mileage	####### <b>65,000</b> ########	43,773	<b>-\$935.0</b>
ZIP/Postal Code:	77598	Equipment	n 4:38 1.174 es. 117-174 i.1.	4.6.4 <b>No</b> -19410278883	<b>\$134.6</b>
Distance from Loss Vehicle:	59 miles	CD/MP3/Sat	bar, es cia ciari <u>bent</u> iarita inclinati ac	der de er jaken er gebende.	
Source:	FRANCHISE WEB LISTING - CARS.COM				ents: -\$1,920.33 rice: \$16,579.63
	MAZDA OF CLEAR LAKE			·	
	20101 GULF				

WEBSTER TX 77598 713-452-0865

VIN:	2B3CL3CG0BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:		Projected Sold Adjustment			<b>\$1,325.0</b>
Listing Date:	04/07/2013	Mileage	65,000	38,880	-\$1,487.3
ZID/Dastal Cada	77578	Equipment :			
ZIP/Postal Code:	11916	Uconnect(TM) Touch 4.3S	Yes	No	\$155.4
Distance from Loss Vehicle:	63 milea	CD/MP3/Sat			
Source:	FRANCHISE WEB LISTING - CARS.COM				ents: -\$2,656.9
	BIG STAR FORD			Adjusted P	rice: \$18,735.0
	17717 SOUTH FREEWAY 288				
	MANVEL TX 77578				
	866-460-5239				

1 2011 DODGE CH	ARGER SE 4D SON 6 3.6 NORMAL I	FLEXIBLE A2WD		List Pric	e: \$19,925.00
VIN:	2B3CL3CG3BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	G13023B	Projected Sold Adjustm	ent		-\$1,206.00
Listing Date:	03/25/2013	Mileage	65,000	41,476	\$1,161.02
ZIP/Postal Code:	77471	Equipment  Uconnect(TM) Touch	n <b>4:38</b> a.P. <b>Yes</b> arika <i>k</i> wilati k	i ele <b>no</b> ve redevent	Territor <b>\$145.02</b>
Distance from	66 miles		de se la chadage by hydlighich byd		
Loss Vehicle: Source:	FRANCHISE WEB LISTING -			Total Adjustm	ents: -\$2,222.00
	CARS.COM			Adjusted P	rice: \$17,703.00
	FINNEGAN CHEVROLET BUICK GMC				

26525 SOUTHWEST FWY ROSENBERG TX 77471 868-518-6375

2 2011 DODGE CH	2011 DODGE CHARGER SE 4D SDN 6 3.6 NORMAL FLEXIBLE A2WD				
VIN:	2B3CL3CG7BH	Adjustments	Loss Vehicle	This Vehicle	Amount
Stock No:	2982 P	Projected Sold Adjustment		(\$2225-5-16-16-16-16-16-16-16-16-16-16-16-16-16-	<b>-\$1,296</b> 0
Listing Date:	04/30/2013	Mileage	65,000	38,882	-\$1,454.30
ZIP/Postal Code:	77471	Equipment Uconnect(TM) Touch 4.3S	Yes	>34714474747474444 <b>No</b>	\$152.02
Distance from Loss Vehicle:	66 miles	CD/MP3/Sat			
Source:	FRANCHISE WEB LISTING - CARS.COM			•	ents: -\$2,598.2 rice: <b>\$18,320.</b> 7
	FINNEGAN CHEVROLET BUICK GMC				
	26525 SOUTHWEST FWY				
	ROSENBERG TX 77471				
	888-518-6375				

# Sub-Model Comparison

Sub-Model Description	Configuration	Original MSRP
2011 DODGE CHARGER SERVICE AND ADDRESS AND	4D SDN 3.6L 6 Cyl. Flexible 2WD	\$25,170.00

#### Vehicle Valuation Methodology Explanation

WorkCenter Total Loss was built through a joint partnership between J.D. Power and Associates vehicle valuation division Power Information Network (P.I.N.) and Mitchell International, a leading provider of claims processing solutions to private passenger insurers.

WorkCenter Total Loss produces accurate and easy-to-understand vehicle valuations via this five step process:

#### Step 1 - Locate Comparable Vehicles

Locate vehicles similar to the loss vehicle in the same market area. WorkCenter Total Loss finds these vehicles in AutoTrader.com, Cars.com, Vast.com and directly from dealerships.

#### Step 2 - Adjust Comparable Vehicles

Make adjustments to the prices of the comparable vehicles. The comparable vehicles are identical to the loss vehicle except where adjustments are itemized. There are several types of comparable vehicle adjustments

- Projected Sold Adjustment an adjustment to reflect consumer purchasing behavior (negotiating a different price than the listed price).
- . Mileage Adjustment an adjustment for differences in mileage between the comparable vehicle and the loss vehicle.
- Equipment- adjustments for differences in equipment between the comparable vehicle (e.g. equipment packages and options) and the loss

#### Step 3 - Calculate Base Vehicle Value

The base vehicle value is calculated by averaging the adjusted prices of the comparable vehicles.

#### Step 4 - Calculate Loss Vehicle Adjustments

There are four types of loss vehicle adjustments:

- · Condition Adjustment:
  - Adjustments to account for the condition of the loss vehicle prior to the loss.
- · Prior Damage Adjustment:
- Adjustments to account for any prior damage present on the loss vehicle prior to the loss.
- · After Market Part Adjustment:
  - Adjustments to account for any after market parts present on the loss vehicle prior to the loss.
- · Refurbishment Adjustment:
- Adjustments to account for any refurbishment performed on the loss vehicle prior to the loss.

#### Step 5 - Calculate the Market Value

The Market Value is calculated by applying the loss vehicle adjustments to the base value.

Date: 5/24/2013 03:52 PM Estimate ID: 13-2322458-01

Estimate Version:

Committed

Profile ID: houst:all\_parts\_type

# **Progressive**

24624 Interstate 45 North, Ste 250, Spring, TX 77386 (281) 465-6700

Damage Assessed By: G Haynes 261-961-4747

Claim Rep: AMANDA EDWARDS

(281) 485-6708



Mitchell Service: 911379

Description: 2011 Dodge Charger SE Body Style: 4D Sed ÝIN: 2B3CL3CG1BH

Mileage: 65,000 OEM/ALT:

BLACK Color:

Options:

Drive Train: 3.5L inj 6 Cyl 5A RWD License: ΤX

Search Code: HOUSTON1

PASSENGER AIRBAG, DRIVER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW REAR WINDOW DEFOGGER, MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS ALUM/ALLOY WHEELS, AUXILIARY INPUT, IPOD ADAPTER, FRONT AIR DAM, TINTED GLASS TRIP COMPUTER, VARIABLE ASSISTED STEERING, SIDE AIRBAGS, ANTI-THEFT SYSTEM AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS, DAYTIME RUNNING LIGHTS AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT BUCKET SEATS INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES

POWER LIFTGATE/TRUNK, STEERING WHEEL AUDIO CONTROLS

Line	Entry	Labor		Line Item		Part Type/	Dollar	Labor
item	Mumber	Type	Operation	Description		Part Number	Amount	Units
				Front Burn	per			
1	100862	BDY	REMOVEANSTALL	Frt Bumper Cover				INC #
				Front Lan	DS			
2	100818	BDY	REMOVE/INSTALL	R Front Combination Lamp				INC #
3	100819	BDY	REMOVEANSTALL	L Front Combination Lamp				0.3 #
				Hood	-			
4	100910	BDY	REMOVE/REPLACE	Hood Panel (Alum)		" Non-OEM CAPA	438.00	1.4
5		REF	REFINISH	Hood Outside				C 2.8
6		REF	REFINISH	Add For Hood Underside				C 1.4
7	100911	BDY	REMOVE/REPLACE	Hood Insulator		55315127AA	53.50	#NC
				Cooling	ட			
8	102506	BDY	REMOVE/REPLACE	Cooling Fan Control Module	•	ORDER FROM DEALER	425,00	1.0 #
9	100970	BOY	REMOVE/REPLACE	Upr Cooling Radiator Hose		55036160AB	20,75	0.6 #
10	100973	BOY	REMOVE/REPLACE	Lwr Cooling Radiator Hose		ORDER FROM DEALER	17,60	1.0 #
				A/C /Heater/Ve	ntilation			
11	100257	MCH	REMOVE/REPLACE	Air Cond Compressor	-M	ORDER FROM DEALER	475.00	2.8 #
12		MCH	REMOVE/REPLACE	Evacuate & Recharge A/C	-M			1.4
13	100241	MCH	REMOVE/REPLACE	Air Cond Liquid Line	-M	55111273AC	77.50	1.1
14	100263	MCH	REMOVE/REPLACE	Air Cond Tube	-М	ORDER FROM DEALER	138,00	0.9
15	102323	MCH	REMOVE/REPLACE	Air Cond Suction Line	-M	ORDER FROM DEALER	139.00	0.9
				Front Fen	der_			
16	101634	BDY	REMOVE/REPLACE	R Fender Panel		** Non-OEM CAPA	168.00	3.5 #
17		REF	REFINISH	R Fender Outside				C 1,8
18		REF	REFINISH	R Add To Edge Fender			1	0.5
19	101635	BDY	REPAIR	L Fender Panel		Existing		3.0*#
20		REF	REFINISH	L Fender Outside				0 1.6
			MBER: 05/24/2013 15:	51:13 13-2322458-01				
МП	спон рата	version;	OEM: MAY_13_V	Committee (C) 1994 - 2013 B	######################################			

MAPP:MAY\_13\_V

Software Version: 7.0.485 Copyright (C) 1994 - 2013 Mitchell International

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Page 1 of 5

Date: 5/24/2013 03:52 PM

Estimate ID: 13-2322458-01

Estimate Version: 0 Committed

Profile ID: houst:all\_parts\_type

							,,,,-
21	100829	BDY	REMOVE/INSTALL	L Fender Mudguard			0.2
				Front Inner Structure			
22	101496	MCH	REMOVE/REPLACE	Engine Wiring Harness -M	ORDER FROM DEALER	750.00	10.0*
23	102365	BDY	REMOVE/REPLACE	Relay Box Cover	68164902AA	13.85	
				AB9/Brakes			
24	100639	MCH	REMOVE/REPLACE	ABS Hydraulic Unit M	ORDER FROM DEALER	487,00	2.4 #
25	100643	MCH	REMOVE/REPLACE	ABS Control Module -M	69087355AA	832.00	INC #
26	100642	MCH	REMOVE/REPLACE	ABS Module - <del>M</del>	68137007AA	217.00	INC #
27	100653	MCH	REMOVE/REPLACE	Brake Fluid Reservoir -M	69048549AA	34,70	0.4
26	100658	MCH	REMOVE/REPLACE	ABS Pump -M	5154322AA	222.00	0.7
				Steering Pump			
29	102204	MCH	REMOVE/REPLACE	Steering Power Pump -M	68059524AJ	1,960.00	1.3
30	102205	MICH	REMOVE/REPLACE	Steering Cover -M	515 <b>4459A</b> A	24.35	
				Engine/Trans			
31	100186	MCH	REMOVE/INSTALL	Engine & Trans Assy -M			10.0
32	900500	WCH.	REPAIR	COMPLETE COMPRESSION TEST	Existing		1.0*
33	900500	MCH*	REPAIR	CHECK AND INSPECT LKQ ENGINE	Existing		1.0
34	900500	MCH.	REPAIR	TRANSFER OF MECH PARTS	Existing		5.0*
35	100189	MCH	REMOVE/REPLACE	Engine Timing Cover -M	5184495AJ	474.00	
36	100196	MCH	REMOVE/REPLACE	R Engine Valve Cover -M	5184068AK	99.25	2.7 #
37	100197	MCH	REMOVE/REPLACE	L Engine Valve Cover -M	5184069AK	143.00	1.9 #
38	100200	MCH	REMOVE/REPLACE	Engine Cover -M	4593903AD	116,00	0.3
				<u>Air Cleaner</u>			
39	101032	BDY	REMOVE/REPLACE	Air Cleaner Housing	4861743AC	156,00	0.5
40	101033	BOY	REMOVE/REPLACE	Air Cleaner Element	4861746AB	31.20	INC
41	101034	BOY	REMOVE/REPLACE	Air Cleaner Intake Duct	4861926AF	127.00	0.3
42	102658	MCH	REMOVE/REPLACE	Air Cleaner Air Flow Sensor -M	5149182AB	17.25	0.3
				_Electrical_			
43	100508	MCH	REMOVE/REPLACE	Alternator -M	4801778AF	645.00	1.1
44	101723	BDY	REMOVE/REPLACE	Battery	N.A.	99.00	0.4
45	101725	BDY	REMOVE/REPLACE	Positive Battery Cable	68066102AB	207.00	3.0
46	101726	BDY	REMOVE/REPLACE	Terminal Cover	4606658AA	6.25	
47	101727	BDY	REMOVE/REPLACE	Negative Battery Cable	69066100AC	19.35	
				Windshield			
48	101678	GLS	REMOVE/REPLACE	W/Shield Glass	Subjet	475,00	0.0*#
49		BDY	REMOVE/REPLACE	Add w/Rain Sensor			0.3
				Cowl & Dash			
50	101689	BDY	REMOVE/REPLACE	Cowi/Dash Vent Screen	57010314AC	75.70	0.5 #
51	900500	MICH.	REMOVE/REPLACE	ENGINE	Used/Recycled	3,500.00	0.0
52				Line Markup %25,00	·	875.00	
				Rocker/Pillars/Floor			
53	100794	BDY	REMOVEMNSTALL	L Rocker Moulding			0.4
				ADDITIONAL OPERATIONS			
54		REF	ADD'L OPR	Clear Coet			2.5
				Additional Costs & Materials			
55			ADD'L COST	Paint/Materials		302.40	•

<sup>\* -</sup> Judgment Item

KEYSTONE AUTOMOTIVE 4851 HOMESTEAD RD. #148 HOUSTON TX 77028 (688) 411-5601 (713) 575-7900

" CH1230285C " CH1241275C 439,00 168,00 16

ESTIMATE RECALL NUMBER: 05/24/2013 15:51:13 13-2322458-01

Mhchell Data Version: OEM: MAY 13\_V MAPP:MAY\_13\_V Software Version: 7.0.465

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<sup># -</sup> Labor Note Applies

<sup>\*\*</sup> Non-OEM CAPA - Non-Original Equipment Manufacturer Replacement Part, CAPA Certified C - Included in Clear Coat Calc

Date: 5/24/2013 03:52 PM Estimate ID: 13-2322458-01

Estimate Version: 0 Committed

Profile ID: houst:all\_parts\_type

"All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep"

#### **Estimate Totals**

Labor Subtotals Body Refinish Mechanical	Units 14.0 10.8 45.2	Rate 42.00 42.00 70.00	Add'I Labor Amount 0.00 0.00	Subjet Amount 0.00 0.00 0.00	Totals 588.00 453.60 3,164.00	u.	Part Replacement Summary Taxable Parts Parts Adjustments Sales Tax	8.250%	Amount 11,311.25 875.00 1,005.37
	Non-Taxa	ble Labor			4,205.60		Non-Taxable Parts		475.00
Labor Summary	70.0				4,205.60		Total Replacement Parts Amount		13,656.62
Additional Costs					Amount	IV.	Adjustments		Amount
Taxable Cost	_		Ø	8.250%	302.40 24.95		Insurance Deductible		495,00-
Total Addition			-		327,35		Customer Responsibility		495.00-
		ates							
						Į.	Total Labor:		4,205.60
						11. 111.	Total Replacement Parts: Total Additional Costs;		13,666.62 327.35
							Gross Total:		18,199.57
	Body Refinish Mechanical  Labor Summary  Additional Costs Taxable Costs  Total Addition	Body 14.0 Relinish 10.8 Mechanical 45.2 Non-Taxa Labor Summary 70.0 Additional Costs Taxable Costs Sales Tax Total Additional Costs	Body 14.0 42.00 Refinish 10.8 42.00 Mechanical 45.2 70.00  Non-Taxable Labor  Labor Summary 70.0  Additional Costs Taxable Costs Sales Tax  Total Additional Costs Paint Material Method: Rates	Labor Subtotals  Body 14.0 42.00 0.00 Refinish 10.8 42.00 0.00 Mechanical 45.2 70.00  Non-Taxable Labor  Labor Summary 70.0  Additional Costs Taxable Costs Sales Tax  Total Additional Costs Paint Material Method: Rates	Labor Subtotals  Units Rate Amount  Body 14.0 42.00 0.00 0.00  Refinish 10.8 42.00 0.00 0.00  Mechanical 45.2 70.00 0.00 0.00  Non-Taxable Labor  Labor Summary 70.0  Additional Costs  Taxable Costs Sales Tax  @ 8.250%  Total Additional Costs  Paint Material Method: Rates	Labor Subtotals         Units         Rate         Labor Amount         Sublet Amount         Totals           Body Refinish         14.0         42.00         0.00         0.00         598.00           Refinish         10.8         42.00         0.00         0.00         3,164.00           Non-Taxable Labor         4,205.60           Labor Summary         70.0         4,205.60           Additional Costs         Amount           Taxable Costs         302.40           Sales Tax         Ø         8,250%         24.95           Total Additional Costs         327.35           Paint Material Method: Rates	Labor Subtotals	Labor Subtotals  Units Rate Amount Amount Totals  Body 14.0 42.00 0.00 0.00 588.00 Refinish 10.8 42.00 0.00 0.00 453.50 Mechanical 45.2 70.00 0.00 0.00 3,164.00 Sales Tax  Non-Taxable Labor  Labor Summary 70.0 4,205.60 Non-Taxable Parts  Labor Summary 70.0 4,205.60 Non-Taxable Parts  Taxable Costs  Taxable Costs  Taxable Costs  Total Additional Costs  Paint Material Method: Rates init Rate = 28.00  Labor Subtotals  Labor Subtotals  Refinish 14.0 42.00 0.00 0.00 453.50 Parts Adjustments  Refinish 10.8 42.00 0.00 0.00 453.50 Parts Adjustments  Refinish 10.8 42.00 0.00 0.00 453.50 Paint Adjustments  Refinish 10.8 42.00 0.00 0.00 453.50 Paint Replacement Parts Amount  4,205.60 Total Replacement Parts Amount  IV. Adjustments  Insurance Deductible  Customer Responsibility  Customer Responsibility  Total Labor:  1. Total Labor:  Total Replacement Parts:	Labor Subtotals  Units Rate Amount Amount Totals  Body 14.0 42.00 0.00 0.00 588.00  Refinish 10.8 42.00 0.00 0.00 453.50 Mechanical 45.2 70.00 0.00 0.00 3,164.00  Non-Taxable Labor 4,205.60 Non-Taxable Parts  Labor Summary 70.0 4,205.60 Total Replacement Parts Amount  Additional Costs  Taxable Costs  Sales Tax   Amount 302.40 24.95  Paint Material Method: Rates init Rate = 28.00  Labor Subtotals Value Amount Amount Value Parts  Labor Summary 70.0 1

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

# Point(s) of Impact

16 Non-Collision (P)

Alt. Location: PROGRESSIVE INSURANCE

Inspection Site: TAYLOR AUTOMOTIVE

Address: 12287 TX-105

Conroe, TX 77308 (936) 568-2715

Inspection Date: 5/24/2013

ESTIMATE RECALL NUMBER: 05/24/2013 15:51:13 13-2322458-01

Mitchell Data Version: OEM: MAY\_13\_V

MAPP:MAY\_13\_V 7.0,485

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All Rights Reserved

Date: 5/24/2013 03:52 PM Estimate ID: 13-2322458-01

Estimate Version: 0

timate Version: Committed

Profile ID: houst:all\_parts\_type

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR - BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

IF FRAME OR UNIBODY REPAIR IS INCLUDED ON THIS ESTIMATE, THE AMOUNT SHOWN INCLUDES TIME OR ALLOWANCE FOR MEASURING BEFORE, DURING AND AFTER THOSE REPAIRS.

THE OWNER OF THE VEHICLE MAY SELECT THE REPAIR FACILITY OF HIS/HER CHOICE.

TO ENSURE PROPER AND PROMPT PAIMENT FOR ADDITIONAL DAMAGE DISCOVERED DURING THE COURSE OF REFAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT HANDLING PROCEDURES.

WHILE YOU HAVE THE RIGHT TO SELECT THE REPAIR SHOP AND REPAIR FARTS, WE ARE NOT REQUIRED TO PAY MORE THAN A REASONABLE AMOUNT FOR REPAIRS AND PARTS. A REASONABLE RATE IS THE MARKET'S PREVAILING LABOR RATE FOR YOUR AREA.

LIFETIME GUARANTEE FOR SHEET METAL AND PLASTIC BODY PARTS

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

THIS GUARANTEE DOES NOT COVER NORMAL WEAR AND TEAR OR DAMAGE CAUSED BY IMPROPER MAINTENANCE, NEGLECT, ABUSE OR SUBSEQUENT ACCIDENT. THIS GUARANTEE IS LIMITED TO ARRANGING FOR THE SELECTION OF REPAIR PARTS THAT WILL RETURN YOUR VEHICLE TO ITS FRE-LOSS CONDITION. ACCORDINGLY, PROGRESSIVE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE INSTALLATION OR USE OF THESE PARTS.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

NON-OEM and A/M and Qual REFL - These refer to an after-market part, which is a new, non-original equipment manufacturer part.

USED/RECYCLED and LEQ - These refer to a used OEM part.

REMANUFACTURED and RECOND, and RECORE - These refer to used/recycled OEM parts that have been refurbished.

REPAIR SHOP'S AUTHORIZED REFRESENTATIVE'S SIGNATURE INDICATING AGREEMENT ON COST TO RETURN THE VEHICLE TO PRE-LOSS CONDITION

Date: 5/24/2013 03:52 PM Estimate (D: 13-2322459-01 Estimate Version: 0 Committed

Proffie ID: houst:all\_parts\_type

INCLUDING TOW/STORAGE CHARGES:

\_\_\_ est. completion date:\_\_ SHOP SIGNATURE: \_

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF I

# **Total Loss Settlement Report**

*PROGRESSIVE* "

Progressive County Mutual Ins Co 24624 INTERSTATE 45N SUITE 250 SPRING, TX 77386 (832) 562-4402

Date:

7/10/2013

Owner:

Vehicle: 11 DODGE CHARGER

VIN:

2B3CL3CG1BH

Prepared by:

AMANDA **EDWARDS** 

Claim Numbers

Date of Loss: 05/19/2013

Adjuster License:

# Important information regarding your settlement offer and explanation of Actual Cash Value (ACV)

We would like to inform you that we have made a determination regarding the total loss of your vehicle. Our settlement is based upon evaluation of your vehicle's actual cash value. If a lien holder is involved, the payment to you may change based upon the exact payoff amount of your loan. In order to determine your vehicle's actual cash value, we have performed a detailed evaluation of the vehicle's condition and probable value immediately prior to the loss.

We will demonstrate how we arrived at this amount so you may be confident that our value is fair and reasonable in the current local market. We will include applicable taxes and fees when required by law. Our settlement, less any applicable deductible amount, is contingent upon our receipt of a "clean" title with no liens attached.

In most cases, we will also collect and arrange for the disposition of your damaged vehicle. We will need the actual title for the vehicle in order to complete this process. You may retain the vehicle salvage in some instances. Please note we make the appropriate deduction for the salvage amount when presenting our settlement offer to you. Additional titling requirements may also need to be completed.

If you disagree with our valuation of your vehicle's actual cash value, we will consider your opinion and may revise our determination if credible information is presented to us. If you are insured with us and the amount of the vehicle's

actual cash value remains in dispute, either party may request to proceed under
the Appraisal section of your insurance policy contract. Please refer to your
policy contract for more detailed information on the Appraisal process.

# To determine the Actual Cash Value (ACV) of your vehicle, we will:

- Determine the baseline value
- Make adjustments to account for any excessive wear and tear and/or prior damage

The local market value does not take into consideration your particular vehicle's condition, unrepaired prior damage or excess wear and tear. We will itemize and estimate the cost of repairs and work that would make your vehicle comparable to the market value determined. We may add or subtract for generalized "dealer prep" or reconditioning charges if the vehicle requires adjustment. We may ask you to provide information about the vehicle that is not readily apparent by inspecting it, such as general maintenance and repair history, title history and title status (such as clean or rebuilt salvage).

• Include the value of extraordinary refurbishments or repairs

Vehicles in exceptionally clean condition may appraise higher than retail value. We also consider the cost and value of recent refurbishments. In general, though, refurbishment or recent replacement of maintenance type items does not increase the value of the vehicle, because those items are assumed in the value; they are expected to be in place and in good condition when a vehicle is sold.

Preexisting Damage \$0.00 X 0.00 %	\$0.00
Condition Adjustment	
Refurbishment(s)	\$0.00
	\$0.00
Custom Parts & Equipment	\$0.00
Actual Cash Value	\$18,696.44
Fees	\$83.75
Taxes TAXES \$18,696.44X 6.25 % =\$1,168.53	
Taxes applied to settlement	\$1,168.53
Net Settlement	\$19,948.72
Deductible	(\$495.00)
Total Settlement	\$19,453.72
	Condition Adjustment  Refurbishment(s)  Custom Parts & Equipment  Actual Cash Value  Fees  Taxes  TAXES \$18,696.44 X 6.25 % =\$1,168.53  Taxes applied to settlement  Net Settlement  Deductible

# Lien Holder Account Balance (Amount You Owe)

SANTANDER CONSUMER USA Payoff as of 6/12/2013\$23,969.95 \$23,969.95

**Net to Owner** 

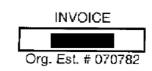
\$0.00

Dodge Po Box 21-8004 Auburn Hills, mi 48321

**PROGRESSIVE** 

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

Salem. MO.
Phone Fax TRY TRADIN WITH HEAVIN......A FULL SERVICE DEALER



INVOICE

Salem, MO

Cellula

Ref # :

638

Home

Cust ID:

Print Date: 08/06/2014

2011 Dodge - Charger SE

3.6L, V6, VIN (Not Available)

Lic#:

Odometer In: 48965

Unit #:

Vin #: 2B3CLCG9BH

Hat #:

				iαt π.	
Part Description / Number	Qty	Sale	Extended	Labor Description	Extended
ALTERNATOR				FREIGHT	12.00
RL801779AG	1.00	505.00	505.00	FREIGHT	
				SMOKING ALTERNATOR	91.00
				REPLACE ALTERNATOR AND CHECK	
				CHARGING SYSTEM AND CODES	
				1	

[ Technicians : Jack, 2 ]

Org. Estimate \$641.96	Revisions \$0.00	Current Estimate \$ 641.96	Additional Cost	Revised Estimate	Labor:	91.00
					Parts:	505.00
					Sublet:	12.00
					Sub:	608.00
					Tax:	33.96
[ Payments - ]					Total:	641.96
[ . 23,					Bal Due:	\$641.96

Serving Salem and Dent County Four Generations.

I hereby authorize the above repair work to be done along with the necessary materials and hereby grant you and/or your employees permission to operate the car or truck herein described on highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. It is also understood that we will not be held responsible for loss or damage to cars or articles left in cars in case of fire, theft or any other causes beyond our control.

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

# PROGRESSIVE"

Payment Address Progressive-Subro 24344 Network Place Chicago, IL 60673-1243 Document Address P.O. Box 512929 Los Angeles, CA 90051-0929

Phone: (877) 818-0139 Fax: (888) 781-6947

July 6, 2012

CHRYSLER PO BOX 21-8004

AUBURN HILLS, MI 48321

RECEIVED

JUL 11

SPECIAL INVESTIGATIONS

Type of Loss:

VIN\DOT Number:

Vehicle Fire 2B3CL3CG8BF

Year. Make:

2011 DODGE

Model:

CHARGER

Your Claim No: Our Insured:

Address:

LANE MOBILE, AI

Our Claim No: Date of Loss:

Damages:

03-21-12 \$629.94

#### NOTICE OF SUBROGATION CLAIM

Please accept this letter as formal notice of our subrogation rights in regard to the above-captioned claim. Demand is hereby made upon you for payment of Progressive Specialty Insurance Co damages and those of our insured.

Our investigation indicates damages to our insured's vehicle was a direct result of a manufacturer's defect or negligence on your behalf. Enclosed please find all supporting documentation.

Please acknowledge receipt of my subrogation demand and forward your payment of \$629.94 to my attention, payable to "Progressive Specialty Insurance Co, as subrogee of and remit to the following address:

> Progressive-Subro 24344 Network Place Chicago, IL 60673--1243

You can contact me at the number listed below should you need additional documentation or to discuss this claim.

Thank you for your anticipated cooperation.

Stacey Stankus Subrogation Representative Progressive Specialty Insurance Co 440 603 7533 Fax (888) 781-6947 Stacey Stankus@progressive.com Enclosure

# LEGAL PHOTOS RETAINED IN DOCUMENT RETENTION



Rental Company: ENTERPRISE RENT-A-CAR Invoice:

Bill To: PRO55FT PROGRESSIVE INS ATTN: CRAIG PARKER 2122 COLUMBIANA RD VESTAVIA, AL 35216

RENTER INFORMATION: Renter.

RENTAL INFORMATION: Rental Branch Location: ENTERPRISE RENT-A-CAR (5521) 2814 GOVERNMENT BLVD. MOBILE, AL 366062616 (251) 470-0607

ADDITIONAL CLAIM INFORMATION:

Claim Number:

Claim Type: Insured

Vehicle Condition: Non-Driveable

Date Of Loss: Insured Name:

Owner's Vehicle: 2011 DODGE CHARG

Additional Driver:

Repair Facility: MARK'S DODGE, INC. MOBILE,, AL 36606 (251) 478-5252

#### **RENTAL DETAIL:**

Rental Period: 3/21/12 to 4/10/12 (21 days) Billed Period: 3/21/12 to 4/10/12 (21 days)

Products and Services	Rate	Amount
21 DAYS @	27.27	\$572.67
Taxes and Surcharges	7 7 6 8 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
1 SURCHARGE	10.00%	\$57.27
Tot	al Charges:	\$629.94
Less Amoun	\$0.00	
Total A	mount Due:	\$629.94

#### **VEHICLES RENTED:**

Effective Date and Time	Year	Make	Model	VIN		Ending Mileage	Mileage	Rate Charged
3/21/12 12:34 PM	2012	MAZD	6	1YVHZ8BH4C5	16363	18046	1683	\$27.27

# Rental Invoice

Please Return This Portion with Remittance

Make Payment To: ENTERPRISE RENT-A-CAR P.O. BOX 840086 KANSAS CITY, MO 64184-0086 Federal ID: 43-0724835 
 Total Charges:
 \$629.94

 Less Amount Received:
 \$0.00

 Total Amount Due.......
 \$629.94

Please include on your check: Invoice:

### Claim Payment Detail

Payment Information -

Disbursement Number:

765888352

Total Amount: Invoice Number: \$629.94

EFT Trace Number:

Mailing Address:

Paid To:

ENTERPRISE RENT-A-CAR CO

**ENTERPRISE RENT-A-CAR** 2814 GOVERNMENT BLVD.

MOBILE, AL 36606-2616

In Payment Of:

ENTERPRISE RENT-A-CAR RENTAL INVOICE #

Vendor Information

Name:

ENTERPRISE RENT...

1099 Required:

Type:

GLASS SHOP

Reviewed Summary

Issuing Rep: issue Date:

CXP0104

04-13-12

CXP0104

Approved By: Review Date:

Reviewed By:

Bank Information -----

Type:

Loss

Bank Code:

CTB

Stop Reason:

Stop Date:

Last Updated Rep:

Cleared:

04-17-12

Exposure Detail: RENTAL

Party Name:

Payment Type:

Property Description:

11 DODGE CHARGER

FINAL PAYMENT

Amount Paid:

\$629.94

Deductible Taken: Property Damage: \$0.00 \$0.00

Rental:

\$629.94

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ob : 1241 ate: 7/6/2012 ime: 12:05:05 PM



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

**PROGRESSIVE** 

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

1233871

# ALEX SIMANOVSKY & ASSOCIATES, LLC Galberry

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ. EXTENSION: 1012 DIRECT DIAL: 678-781-1012 E-MAIL: ALEX@LEMONLAWINFO.COM

2300 HENDERSON MILL ROAD, SUITE 300 ATLANTA, GA 30345 770-414-1002 1-866-865-3666 FACSIMILE: 770-414-9891 1-877-216-0365

SFP 2 92012...

Sed: of State/Proc. Server

Chryster Group U.C

Office of the General Counsel

September 21, 2012

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

RE:

Chrysler Group, LLC

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:

Vehicle: VIN:

2011 Dodge Charger 2B3CL3CG1BH

Date of purchase:

09/06/11

Our File No.:

LL12-10194

Early Resolution Program

OCT 02 2012

RECEIVED

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

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: RECEIVED

1. Engine;

2. Electrical; OCT - 1 2012

3. Stalling;

4. Excessive repair attempts. MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, see

U.C.C. §§ 2-314 and 2-315, 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.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

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 purchase price, 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 demands return of the purchase price 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 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, we 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.

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.

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 needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Chrysler Group, LLC of its final opportunity to cure the above-referenced defects.

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

Alex Simanovsky Attorney at Law

AS/ld

CC:

SRFCU LUCEDALE

09/10/2012 09:58:15 YA,PROTO YAOTOH YARMALE

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DOCS70769

# Crown Dodge Chrysler Jeep

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## Crown Dodge Chrysler Jeep

2707 Shortcut Rd. Pascagoula, MS 39567 Hours: Monday thru Friday 7:30 til 5:30 closed Sat and Sun 228-769-1660 1-800-395-1660 Fax 228-769-2028

www.crown247.com

CHRYSLER

Jeep



FIVE STAR

			TAG NO.		INVOIGE DATE	I INVOICE NO.
OMERINO.	MICHAEL BA	TLEV	91		09/07/12	DOC570769
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PAGE 1 OF 2

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## Crown Dodge Chrysler Jeep

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CHRYSLER

Jeep



FIVE BTAR

CUSTOMER NO.	ROSIVOA			TAG NO.	ENVOICE DATE	INVOICE NO.
**************************************	MICHAEL BA	AILEY	9	T] ALEAGE	10/06/11	DOCS66180
	CARON DATE	HOERGE NO.	1		GRAY/	2110150
	YEAR / MAKE / MODEL	CHARCED (4D)	n		09/06/11	DELIVERY MILES 29
LUCEDALE, MS	VEHICLE I.D. NO.	CHARGER/4D	<u> </u>		SELUNG DEALER NO.	PRODUCTION DATE
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CHRYSLEF

Jeep



FIVE STAR

USTOMER NO.	3	MICHAEL B		91		10/26/11	DOCS665	69
- Add Add	,	LABOR RATE	LICENSE NO.	MILEAGE	3,110	GRAY/	2110150	
		YEAR/MAKE/MODEL	CHARGER/4D	)R		09/06/11	DELIVERY MILES	2
UCEDALE, MS	f	VEHICLE LD. NO.	3 C G 1 I		LA CONTRACTOR OF LA CON	SELLING DEALER NO.	PRODUCTION DAT	re
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Jeep



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CUSTOMER NO.		MICHAEL	BAILEY	91		10/25/11	DOCS 667	775
		LABOR RATE	LICENSE NO.	MILEAGE	4,053 GF	LOR RAY/	2110150	
		YEAR/MAKE/M	ODEL		OE OE	LIVERY DATE	DELIVERY MILES	
		11/D0DG	E/CHARGER/4D	R	105	09/06/11	PRODUCTION DAT	29
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		F.T.E.NO.	<u> </u>	P. O. NO.	R. 4	0.DATE		
		- John Store				10/25/11		
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CUSTOMER NO.	,	ADVISOR MICHAEL		91 TAG NO.		11/16/11	DOCS 67049
		LABOR RATE	LICENSE NO.	MILEAGE	5,695	GRAY/	2110150
		YEAR/MAKE/MOD 11/DODGE	/CHARGER/4D	R		09/06/11	DELIVERY MILES
LUCEDALE, MS		VEHICLE I.D. NO.	L 3 C G 1 E			SELLING DEALER NO.	PRODUCTION DATE
		ET.E.NO.	T 2 C G T E	P.O.NO.		H. O. DATE 11/15/11	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS					MO: 577
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				T PRICE-			
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CUSTOMER NO.		ISON CCHAEL BAILEY	91 TAG NO.		0/06/11	DOCS66180
		OR RATE LICENSE NO.	MILEAGE	698 GRA	Y/	STOCK NO. 2110150 DELIVERY MILES
LUCEDALE, MS	13	R/MAKE/MODEL L/DODGE/CHARGER/	4DR	0	9/06/11 B DEALER NO.	PRODUCTION DATE
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JOB# 1 CHARGES			,×		* .	
O# 1 30DOZ-	SMISSION LASTIC STRIP INSIDE S	TECH(S):22		0.00		
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OB# 12 TOTALS						
	J08# 2 JOUR	NAL PREFIX DOCS JOB#	2 TOTAL	0.00		
# 3+50DOZZ PERFORMED RRT 11:0	ECT CONCERN ( 082' FOR BATTERY DRAIN	FECH(SO: 221; St. St.	logical de la liw	RRANTY		
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SEAT BELT AND CHILD RESTRAINT DEVICES ARE REQUIRED IN MS.

PEEL HERE

- INSTRUCTIONS:

  1) Remove decal by bending paper along dotted line.

  2) Lift edge of decal and slowly pest.

  3) See back skile for instructions.

STATE OF MISSISSIPPI ROAD AND BRIDGE PRIVILEGE TAX AND REGISTRATION RECEIPT

CESTORNER NAME TOTAL 15 SEREN, NO. 28301.30510H TIME! SERV. DAYS 92

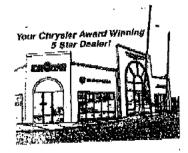


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RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. 89/86/2611	Seller CROWN DODG 2707 SHORT PASCAGOULA			Buyer		-
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SALE: You agree to purchase from (Contract), the Motor Vehicle (Vehicle accessories and attachments.	m us, on a time b le) and services d	escribed below. The Ver	ns and co nicle is sol	nditions of this d in its present	contract and condition, tog	security agreement ether with the usua
Description of Year 2011  Motor Vehicle Make DODGE Purchased Model CHARGER		2B3CL3C61BH No.∕Year Iew □ Used		Other		
Description of Trade-In						,,
balance at 15.25 % per year, the TRUTH IN LENDING DISCLOSUF DOCUMENT/SERVICE FIE IS CHARGED TO A BUYER/LESS RELATED TO THE SALE OR REGULATION OF THE MISSISS DOWN PAYMENT: You also agree to in the ITEMIZATION OF AMOUNT Flyour Payment Schedule.  ANNUAL PERCENTAGE RATE	ENT TERMS: You note at the rate of fter maturity, or aff. You agree to pay RES. You also agree EE: You agree to pay S NOT AN OFF BEE FOR THE I LEASE AND I IPPI MOTOR VE TO pay, or apply to the NANCED You	promise to pay us the p 15.25 % per year f ter you default and we de this Contract according t the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay any additional and the to pay us the pay the to pay us the pay the to pay us the p the to pay us the p the to pay us the p the to pay us the p the to pay us the p the to pay any additional and the to pay additional and the top a	rincipal am from today's emand pays to the pays mounts accesse fee of \$ NOT REC UMENTS LER PRI today's da payments OSURES TOTAL O The amou	rount of \$  s date until mater ment, we will expended a cording to the term 189, &   RUIRED BY L. AND THE PROFIT. THIS  te, any cash, rebeas part of the cost of t	urity. Finance arn finance chard late charge ms and condition.  AW. HOWE ERFORMININOTICE IS ate and net traash down pay  TOTAL The total cost	, plus finance charges accrue on a arges on the unpaid provisions shown in ions of this Contract.  VER, IT MAY BE G OF SERVICES REQUIRED BY de-in value described
a yearly rate. credi	it will cost you.	your behalf.	all sched	uled payments.	\$ 2000.	
15.25 % \$ 1549	THE PERSON NAMED IN COLUMN 22 PARTY OF THE PERSON NAMED IN COLUMN 22 PARTY OF THE PERSON NAMED IN COLUMN 22 PA	\$ 28458.70	\$ 4386	7.44	\$ 45867.	44
Payment Schedule: Your payment			Whan D	ayments Are Du	Α	
Number of Payments Amount of I		THLY BEGINNING:			G	
72 609.27	r Husin	THE PEDINGINGS	10/6:/6		;	
Security: You are giving a security  Late Charge: If a payment is more DEL INCUSORICHMELIN Treate	e than1155	days late, you will be	charged_	\$5 <b>\$00.092</b> 92 <b>0</b> 8	AS definques	amount,
Prepayment: If you pay off this Cor			ty,			

Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required Σ68τ/246τ/09 ΘΗΘ 20:21 27/02-12-60

health), and any other insurance coverage gusted below.	ITEMIZATION OF AMOUNT FINANCED
health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you if you graffe the second or such insurance.	Vehicle Price (incl. sales tax of \$ _ 1449.78 ) \$ 38254.76
and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for a such insurance,	Service Contract, Paid to: N/9 * \$ N/8
we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.	Cash Price \$ 39254.79
	Manufacturer's Rebate \$ 2000, 80
Credit Life: Insured N/A	Cash Down Payment \$ N/A
□ Single □ Joint Premium \$ N/A Term N/A	Deferred Down Payment \$ N/A
Credit Disability: Insured N/A	a. Total Cash/Rebate Down \$ 2009.00
Credit Disability: Insured N/A  ☐ Single ☐ Joint Premium \$ N/A Term N/A	b. Trade-in Allowance \$ N/A
	c. Less: Amount owing \$N/A
	Paid to:
	d. Net Trade-In (b. minus c.) \$ N/S
Vous night the bull of	e. Net Cash/Trade-In (a. plus d.) \$
Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered	Davim Bassan and All A
any coverages we offered.	Linnaid Balance of Cook Private 2000, 66
	Unpaid Balance of Cash Price \$ 28254.70 Paid to Public Officials - Fling Fees \$ 16.00
	Industry of Description of
Buyer d/o/b Buyer d/o/b	Amount to the second se
PROPERTY INSURANCE: You must insure the Property securing	
	To: MAA
any magranice company reasonably acceptable to us. The collision	TO STOTE OF MC THEN THE
coverage deductible may not exceed \$ N/Q	TO: STATE OF MS - INSP FEE \$ 5.00
ger insurance from or through us you will pay \$ 1475	To: N/A \$ N/A
of coverage	Total Other Character \$ N/A
This premium is calculated as follows:	Total Other Charges/Amounts Pd. to Others \$ 204.00
\$ N/A Deductible, Collision Coverage \$ N/A	Less: Prepald Finance Charges \$ N/A
— NZB. Deductible, Comprehensive Cov. \$ NZB.	Amount Financed \$ 28458.70
1 PPPA-1300-200 COMSISSS ASSESSED 1.0	*We may retain or receive a portion of this amount,
□ <u> </u>	
	Notice to the Buyer: 1. Do not sign this contract
DIDIDI VERICIA GRAZZA COLICALIA AMBRULI (	MYIVID YOU IEBO II OF IT IT COMPAINS AND MAKE ALL
in this Contract unless checked and indicated.	- TOU are childed to an exact conv of the continue
LI SERVICE CONTRACT: With your nurchase of the Vehicle	you sign.
you agree to purchase a Service Contract to cover	BY SIGNING BELOW BUYER AGREES TO THE TERMS ON
N/A	PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES
. This Service Contract will be in	RECEIPT OF A COPY OF THIS CONTRACT.
effect for N/A	THE CONTINUE.
	Buver 4 ( )
ASSIGNMENT: This Contract and Society Assessment	
to Newlgator Credit Union, PO Box 1647, Pascagoula, MS 39567	99/05/2011
the Assignee, phone 228-475-7300 This assignment is made.	Date
under the terms of a separate agreement. Under the terms of	•
the ASSIGNMENT BY SELLER on page 2. This assignment is made	Signature
with recourse,	Date
Seller By	hall es.
Date	Gellar; By
efail Installment Contract-MS ankers Systoms™	PA MILITINE TO THE TOTAL TO THE TOTAL TOTA
College Kluwer Financkel Services © 1952, 2007 To Reorder Form: 1-8c	00-552-9410 RS-SI-MV-MS 8/8/2007 Customized
	Initials;Page 1 of 2
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# Crown Dodge Chrysler Jeep



2707 Shortcut Rd. Pascagoula, MS 39567 Hours: Monday thru Friday 7:30 til 5:30 closed Sat and Sun 228-769-1660 1-800-395-1660 Fax 228-769-2028

Jeep

FIVE STAR \*\*\*

> INVOICE NO. DOCS70769 BIOCK NO. 2110150 DELIVERY MILES

PRODUCTION DATE

MO: 2055

www.crown247.com

			INVOICE ONTE
TIMER NO.	MICHAEL BAIL	EY 91	09/07/12
	IABON RATE	ENSE NO. INILEAGE	20 488 GRAY/
	YEAR / MAKE / MODEL		09/06/11
	11/DODGE/CHA		SFLLING DEALEH NO.
UCEDALE, MS	2 B 3 C L 3	C G 1 B H	A.O. DATE
	FT. E. NO.	<u></u>	08/13/12
·	COMMENTS		
			4677-X * * * * *
)B# 1 CHARGES			100000 Tannada \$125 capa \$25
ABOR  # 1 1000Z  CUSTOMER STATES CAR WONT S  FOUND HAS WATER IN FUEL SY  REPLACED ALL INJECTORS.LIN  REPLACED FUEL PUMP  CAR WAS DRIVEN 63 MILES WI	STEM-TANK, LINES EIG. 1ES; DROP TANK CLEANED OUT. 1TH NO ISSUES		
ARTSOTYFP-NUMBER	DESCRIPTION	UNIT PRICE. 232.00	232.00
1 68102700-AA		302.00	302.00
1 68159764-AA 1 68103987-AA 1 4584557-AD	MODULE FU 14067004 TURE FUEL 5062001 TURE FUEL 14089004	153.00 14.50	153.00 14.50
1 4584557-AD	LINE FUEL 5062001	153.00 115.00	153.00 115.00
1 4584577AD 1 68057673-AD 1 68103983-AA 1 53034198-AC 6 RL184085-AC -6, RL184085-AC	TUBE FUEL 14089004 RAIL FUEL 14107030	304.00	304.00
1 53034198-AC 6 RL184085-AC	INJECTOR 14099006	89.20 5.00	535.20 -30.00
-6. RL184085-AC	CORE RETURN	TOTAL - PARTS	1,778.70
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JOB# 1 101ALS		PARTS	1778.70
		SUBLET	35.00
	JOB# 1 JOURNAL PREFIX	DOCS JOB# 1 TOTAL	2674_70
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PAGE 1 OF 2

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# Crown Dodge Chrysler Jeep

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1 581597 1 581039	64-aa Moduli 87-aa tube i	FU 1406/004 FUEL 5062001 FUEL 14089004	15	3.00 153	-00		
1 458455 1 680576	7-AD TUBE   73-AD LINE	FUEL 14089004 FUEL 5062001 FUEL 14089004	15	3.00 153	.00		
1 681039 1 530341	98-AC RAIL /	FUEL 14107030	30	4.00 304	.00		
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PAGE 1 OF 2

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# Crown Dodge Chrysler Jeep

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** ***********************************	TOTAL INV	QICE \$	2861.93		
WE WANT YOU TO KNOW HOW MUCH WE APPRECIATE YOUR	BUSINESS!				
PLEASE TAKE ADVANTAGE OF OUR MONEY SAVING COUPON	S!				
•					
CUSTOMER SIGNATURE					



## Crown Dodge Chrysler Jeep

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CUSTOMES NO. MICHAEL BAILEY 10/06/11 DOC\$66180 LICENSE NO. MILEAGE COLOR LABOR PATE 698 GRAY/ 2110150 YEAR / MAKE / MODEL 29 11/DODGE/CHARGER/4DR 09/06/11 LUCEDALE, MS VEHICLE I.D. NO. SELLING DEALER NO. 2 B 3 C L 3 C G 1 B H D O DATE E.T.E. NO. 09/13/11 COMMENTS MQ: 700 PERFORMED UP DATES FOR CLUSTER JOE# 5 TOTALS-----JOB# 5 JOURNAL PREFIX DOCS JOB# 5 TOTAL A BYBODOZOL ENGINE CLECT CURERNA TELECTION TELECTION OF THE PROPERTY OF THE PR JOB# 6 TOTALS----00.0 JOB# 6 JOURNAL PREFIX DOCS JOB# 6 TOTAL COMMENTS-----DELETED OPERATION(S)----BATTERY 5000207 \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* [] CASH [] CHECK CK [ ] MASTERCARD [ ] VISA [] OTHER [ ] AMER XPRESS WE WANT YOU TO KNOW HOW MUCH WE PLEASE TAKE ADVANTAGE OF OUR HOLY SAYING I END OF INVOICE 1 PAGE 2 OF 2 CUSTOMER COPY

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Jeep

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GUSTOMER NO.	MICHAEL BAILEY	91 TAG NO.	10/26/11	DOCS66569
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2707 Shortcut Rd. Pascagouia, MS 39567 Hours: Monday thru Friday 7:30 til 5:30 closed Sat and Sun 228-769-1660 1-800-395-1660 Fax 228-769-2028 - 1 - 1 M M M - 20 - (L-1) (L-1)



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	I ABOR RATE	LICENSE NO.	MILEAGE 4,	053 GRAY/	STORK NO. 2110150
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Crown Dodge Chrysler Jeep





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MICHAEL BAILET  LABOR HATE  LICENSE NO.  LABOR HATE  LICENSE NO.  MILEAGE  5,695 GRAY/  2110150  DELIVERY DATE  09/06/11  SELLING DELIVERY MILES  PRODUCTION DATE  11/15/11	SUSTOMÉR NO.	ADVISOR NATIONALIA	DATIEV	91	NO.	11/16/11	DOC567049
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# Your Chrysler Award Winning 5 Star Dekleri

#### Family owned and operated for over 30 years

# Crown Dodge Chrysler Jeep

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# Crown Dodge Chrysler Jeep

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EXCLUSION OF WARRANTIES: Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that this dealership makes no warrantins of any kind, express or implied, and disclaims all warranties, including warranties of marchantability or filmass for a particular purpose, with regard to the parts and/or recessories purchased, and that in no event shall the deplurantip be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warrantics excluded by the dealurable include, but are not limited to any warranties that such parts and/or accessuries are of merchantable quality or that they will enable any volicide or any of tilk systems to perform with reasonable eafely, efficiency or comfort.

TEXAS ONLY: NOTICE PURSUANT TO \$70,001, TEXAS PROPERTY CODE: I am the purson or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle subject to the repuir agreement. I understand that the withicle is subject to repossession in accordance with \$9.503, Texas Bustness and Commerce Code, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction is stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card holder has no account or the account upon which it is drawn or the credit card account has been closed.

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**EXCLUSION OF WARRANTIES:** Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that this desiership makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased, and that in is: event shall the dealership be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by the dealership include, but are not limited to any warranties that such parts and/or accessories and of merchantable quality or that they will enable any verticle or any of tits systems to perform with reasonable safety, efficiency or comfort.

TEXAS ONLY: NOTICE PURSUANT TO \$70.001, TEXAS PROPERTY CODE: I am the person or agent acting on behalf of the person who is obligated to pay for the repair of the motor vehicle is subject to the repair agreement. I understand that the vehicle is subject to repossession in accordance with \$9,503, Texas Business and Commerce Code, if payment for the repair of the motor vehicle by a check, money order, or a credit card transaction to stopped, dishonored because of insufficient funds, no funds, or because the maker or drawer of the order or the credit card insider has no account or the account upon which it is drawn or the credit card account has been closed.

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ROBERT M. SILVERMAN " CRAIG THOR KIMMEL!

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Member, NY Bar Member, MA Bar

Member, MI) Bar Member, OH Bar Member, MI Bar

Member, NH Bar Member, CT Bar Member, TN Bar

Member, WY Bar Member, DC Bar

Member, CA Bar

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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, 136 Main Street, Suite 301, Danielson, CT 06239, 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

BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 4, 2013

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



v. Chrysler Group, LLC

Vehicle: 2011 Dodge Charger Date of Purchase: 05/28/2011 VIN: 2B3CL3CG1BH

MILLER, CANFIELD, PADDOCK

AND STONE, P.L.C.

FEB 1.2 2013

Dear Sir/Madam:

Our firm represents the above referenced individual against Chrysler Group LLC for claims pursuant to the Ohio Lemon Law, the Uniform Commercial Code, the Ohio Consumer Sales Practices Act and the Magnuson Moss Warranty Act. My client is entitled to rescind this transaction.

The vehicle has been serviced under warranty at Chrysler Group LLC authorized dealerships numerous times for defects and nonconformities including door handles, driver seat, vehicle died and ABS. These defects and nonconformities substantially impair the use, safety and value of the vehicle. I have attached my client's contracts and repair invoices for your review.

In the interest in resolving this matter without resort to litigation, please accept this correspondence as a demand for settlement for repurchase or replacement under the Ohio Lemon Law plus \$1,750.00 in attorneys fees and costs.

> Chrysler Group LLC Office of the General Counsel

Sec. of State/Proc. Server

FEB 1 1 2013

ROBERT A RAPKIN ANGELA K TROCCOLI

FRED DAVIS' "104 AMY L. BENNECOFF" LTAE

CHRISTINA GILL ROSEMAN'\*/O RICHARD A SCHOLER'
TARA L PATTERSON'

W CHRISTOPHER COMPONOVO\*

TIMOTHY I ABEEL, IR."
JOSEPH L. GENTILCORE"

ALFRED I TUMOLO III

We will refrain from filing suit for twenty (20) days while you evaluate this matter. Please feel free to contact the undersigned at 412-566-1001 or croseman@lemonlaw.com if you have any questions or wish to discuss settlement.

Very truly yours,
Christina Gill Roseman

CGR/tl

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ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNITESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS FOR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURROSE IN CONNECTION WITHTHE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY SERVICE CONTRACT.

JURY WAIVER: THE PURCHASER AND DEALER WAIVE AND RENOUNCE THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY

GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OF INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.

BUY	ER	SI	GNS
-----	----	----	-----

DATE 05/28/2011

DATE

CO-BUYER SIGNS &

Dealer or Authorized Representative (Must Be Accepted By An Authorized Representative of the Dealer)



#### PROMISSORY NOTE AND SECURITY AGREEMENT - CONSUMER PAPER

	PROMIS	SORY NOTE AND SECURITY	AGREEMENT - CO	NSUMER P	APER
				Lender:	
Address (Include County and Zip Code): Address (Include County and Zip Code):			Zip Code):	JPMordan	Chase Bank, N.A.
CINCINNATI OH N\A				1111 Polari	s Parkway
CINCINNATI OH Date 28 MAY 2011					Ohio 43240
WHO IS BOUNI amount due on it	D: You, meaning each t. In this Agreement "w	person who signs this Note and Secu e", "us" and "our" mean JPMorgan Chas	rity Agreement ("Agreem	nent"), are joint	ly and severally liable to us for any
NATURE OF AC	GREEMENT: If this checked, this is a simp	box is checked, this is a simple interester interest agreement WITHOUT a "Ball	est agreement <b>WITH</b> a ": loon Payment" as the las	Balloon Payme st scheduled pa	ont" as the last scheduled payment. syment.
DESCRIPTION	OF VEHICLE:				
New or Used	Year	Make and Model	Vehicle ID No.		Use For Which Purchased
NEW	2011	DODGE CHARGER	2B3CL3CG1BH		Personal Business
e = estimate		FEDERAL TRUTH-IN-LEN	IDING DISCLOSUF	RES:	
ANNUAL	PERCENTAGE	FINANCE CHARGE	AMOUNT FINA	NCED	TOTAL OF PAYMENTS
	RATE	The dollar amount the credit	The amount of credit p		The amount you will have paid after
The cost of your	credit as a yearly rate.	will cost you.	you or on your behalf.		you have made all payments as
	.4.98 %	\$e	23596.	63 e	27342.00 e
DAVISENT COUR	DILLE V	71	379.75		
27 JU	DULE: Your payment s N 2011	chedule will be equal payment of \$379	75 due on 27 MA	TY 2017 the s	ame date of each month starting on (estimated dates).
PREPAYMENT: Y	ou have the right to pay of	off this Contract early. If you do so, you will			(estimated dates).
		interest in the motor vehicle being purch	, , , , , , , ,	ssories, equipme	ent and replacement parts installed in
	ther described on the ne				,
LIEN FILING FEE	: \$	<del></del>			
		ays late, you will be charged 5% of the full			
other terms: I scheduled date.	Please read this Agreem	ent for additional information on security in	terests, nonpayment, defa	ult, and our right	t to require repayment in full before the
scrieduled date,					
		ITEMIZATION OF AM	OUNT FINANCED		100.00
Loan Originatio	n Fee:			5	195.00
Amounts Paid t	o Others on Your Beh	alf:	*/#		
_	NORTHGAT				23791.63
To:	N\A			5	- N\A
To;	N\A				NA .
To:	N\A	For:			- NA :
770/1					23791.63
Principal Baland	ce:			9	5
Minus Prenaid I	Einance Charge /I car	Origination Ecols		,	195.00
Minus Prepaid Finance Charge (Loan Origination Fee):			5	22506 62	
Amount Finance	ed:			्वं	23596-63
		receive, a portion of these amounts.		.4	2
		., .,			
CREDIT INSURA	NCE: YOU CANNOT B	E DENIED CREDIT SIMPLY BECAUSE Y	OU CHOOSE NOT TO BU	JY CREDIT INS	URANCE, THE INSURANCE LISTED
BELOW ARE NO	T REQUIRED TO OBTA	IN CREDIT. INSURANCE WILL NOT BE	PROVIDED UNLESS TH	E APPLICABLE	BOX IS CHECKED AND YOU SIGN
AND AGREE TO	PAY THE ADDITIONAL	. CHARGE. The policies or certificates is	ssued by the insurer will o	describe the ter	ms and conditions in further detail. If
you want any of th	e insurance for the terms	s and premiums listed below, please check	the applicable box and sig	n below:	
☐ Credit Life Insu	rance (Borrower only)	☐ Joint Credit Life Insurance ☐ Credit	Disability Insurance (Borrow	wer only) 🗀 C	Other:
Name of Insurer(	(s):	Addre	ss:		
	N\A	N\A		N\A	N\A
Credit Life:	Term:NA		Credit Life A Tei	rm: — N/A	Premium \$*
Credit Disability:	Term:		11 0	rm:	Premium \$

OPTIONAL GUARANTEED AUTO PROTECTION (GAP) COV you want which is authorized to sell such coverage and is an and agreeing to pay the additional cost for such coverage.	cceptable to us. Yo	ou may elect to purchase Gap coverage	under this Agreement by signing below				
request optional Gap coverage at a cost of \$		•					
The name of the Gap company is		of					
	Name		ome Office Address				
X		X					
Borrower's Signature	Date	Co-Borrower's Signature	Date				
		23596.					
PROMISE TO PAY: You promise to pay us, in installments as shown above, the Principal Balance of \$, plus a Finance Charge determined as follows: a Loan Origination Fee ("Prepaid Finance Charge") of \$, plus a Finance Charge determined as 195.00 and a Finance Charge determined to apply the provided the specific payor.							
follows: a Loan Origination Fee ("Prepaid Finance Charge") of \$ 195.00, and a Finance Charge determined by applying each day to the unpaid amount of the Principal Balance a daily rate of 1/365th (1/366th in a leap year) of the base rate of 4.6900 ("Base Rate"). If a Prepaid Finance Charge has							
been paid, the Base Hate will be lower than the Annual Percentage Rate. If no Prepaid Finance Charge has been paid, the Base Hate will be lower than the Annual Percentage Rate. If no Prepaid Finance Charge has been paid, the Base Rate will be equal to							
the Annual Percentage Rate. You agree that the Finance Charge	will start to accrue	as of the Contract Date shows above	paid, the Base Hate will be equal to				
The same of the sa	Will Start to apprais	as of the contract Date shown above.					
BALLOON PAYMENT: IF THIS AGREEMENT IS CHECKED	WITH "BALLOO	ON PAYMENT" ABOVE, THIS PARAGRA	APH APPLIES. THIS AGREEMENT IS				
NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS.	THE LAST SCHED	DULED PAYMENT IS SUBSTANTIALLY I	LARGER THAN EACH OF THE OTHER				
SCHEDULED PAYMENTS. The due date and amount of this	last scheduled p	ayment are shown above. The paragrap	oh on the reverse side of this Agreement				
entitled "Balloon Payment Ontions" applies and the following	are the readings	and/or observed to in the "Palles	on Daymont Ontional necessary (1) the				
maximum allowable odometer reading is; and (3) the disposition fee is;		; (2) the charge per excess mile	over the maximum allowable mileage is				
; and (3) the disposition fee is	राष्ट्रका बिक्र अस्ति ह	Selection of the select	24				
WHEN AND WHERE LOAN IS MADE: The loan is made	in Ohio when we	accept a completed Agreement, signed	by you, in Ohio and we pay out the				
loan proceeds. If applicable, you authorize us to transmit the Am	ount Financed to th	ne dealer from whom you are purchasing the	ne vehicle.				
WHICH LAW APPLIES: This Agreement is governed by the laws (incl	luding, but not limited	to, any and all statutes, regulations, interpreta	ations and opinions) of the United States and				
the State of Ohio for all matters related to interest and the exportation	of interest. For all oth	ner matters, this Agreement will be governed b	y the laws of the United States, and the state				
of residence of the borrower (to the extent that such laws are not preen							
			4				
THIS IS A CONSUMER CREDIT TRANSACTION	ON. CONSUM	ER NOTE	¥.				
LIABILITY INSURANCE COVERAGE FOR BO			CAUSED TO OTHERS IS NOT				
INCLUDED.	DILI INGOITI	AND PROPERTY DAMAGE (	AUSED TO OTHERS IS NOT				
BY SIGNING THIS CONTRACT, YOU ACKN	NOWLEDGE 7	THAT IT CONTAINS AN "AC	REEMENT TO ADDITE				
DISPUTES" ON THE REVERSE SIDE, THAT Y	OU HAVE RE	AD IT AND AGREE TO ITS TE	RMS.				
YOU ACKNOWLEDGE THAT YOU HAVE REC							
IT AND UNDERSTAND IT.			HEEMENT, TOO HAVE HEAD				
CAUTION - IT IS IMPORTANT THAT YOU THO	ROUGHLY R	EAD THE CONTRACT BEFOR	RE YOU SIGN IT				
			To Grant III				
**IF ANY INSURANCE PRODUCT IS SOLD W	ITH THIS AGE	REEMENT, IT IS:	, A				
		NOT INSURED	V				
NOT A BANK NOT FI	DIC	BY ANY	NOT GUARANTEED				
DEPOSIT INSUR	ED =	GOVERNMENT	BY THE BANK				
		AGENCY					
		1					
The Annual Percentage Rate may be r	negotiable i	with the Dealer. The Deal	er may receive a part of				
the Finance Charge			or may receive a part or				
Co-Borrower Signs:							
Co-Borrower Signs:							
\ / ·	-		*				
IMPORTANT INFORMATION A	BOUT PROCE	EDURES FOR OPENING A ME	W ACCOUNT				
To help the government fight the funding of ter	rrorism and m	loney laundaring activities.	dorol loss residence in the				
nstitutions to obtain, verify, and record information	on that identifi	es each person who opens as	derai iaw requires all financial				

ity, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

FORM NO. CAFR-OHIO (REV. 9/10) ©2010 JPMorgan Chase Bank, N.A.

Ptg. 12/10

CO-BUYER'S COPY



OWNER NAME:

#### STATE OF OHIO - BUREAU OF MOTOR VEHICLES CERTIFICATE OF REGISTRATION

REG. DATE: 01/18/2013

EXP. DATE: 01/18/2014 ISSUE DATE: 01/25/2013

APP NO .:

028913DP

VALIDATION NO.: 401EVV3502

VEHICLE OWNERSHIP: SINGLE

3105 AGENCY: USER ID: ML

OLD APP NO.: 320192DA

OLD PLATE: EVV3502

VEHICLE CLASS: PASSENGER

ODOMETER READING: 06

\$31.00

VEHICLE YEAR: BODY TYPE:

4H

05/28/2011

MAKE: DODG

STATE FEES:

CERTIFICATE TITLE NO.:

PURCHASE DATE:

VEH. SERIAL NO.: 2B3CL3CGIBH

REG TYPE: RENEWAL

PLATE TYPE: SUNBURST

LOCAL TAX:

\$20.00

SUSPENSION/REVOCATION: NO

REFL./CO. FEE: DEPUTY FEE:

\$0.00 \$3.50

PRIOR OPERATION: YES

FEES PAID: YES

TOTAL FEES:

\$54.50

- In Ohio, it is illegal to drive any motor vehicle without insurance or other financial responsibility (FR) coverage.
- It is also illegal for any motor vehicle owner to allow anyone else to drive the owner's vehicle without FR coverage.
- PROOF OF COVERAGE IS REQUIRED: Whenever a police officer issues a traffic ticket\*At all vehicle inspection stops\*Upon traffic court appearances\*Upon random checks by the Registrar of Motor Vehicles.
- ANY DRIVER OR OWNER WHO FAILS TO SHOW PROOF OF INSURANCE OR OTHER COVERAGE WILL: Lose his or her driver license until requirements are met on first offense, one year on second offense, and two years on third and subsequent offenses\* Lose his or her license plates and vehicle registration\*Pay reinstatement fees of \$100.00 on first offense, \$300.00 for second offense, and \$600.00 for third and subsequent offenses\*Pay a \$50.00 penalty for any failure to surrender his or her driver license, license plates or registration AND\*Be required to maintain special FR coverage ("High-risk" insurance or equivalent) on file with the Bureau of Motor Vehicles for THREE or FIVE YEARS.
- ONCE THIS SUSPENSION IS IN EFFECT: Any driver or owner who violates the suspension will have his or her vehicle immobilized and his or her license plates confiscated for at least 30 DAYS first offense and 60 DAYS second offense. For third or subsequent offenses, the vehicle will be forfeited and sold and the person will not be permitted to register any motor vehicle in Ohio for FIVE YEARS.
- IF YOU ARE INVOLVED IN AN ACCIDENT WITHOUT INSURANCE OR OTHER FR COVERAGE: In addition to all the penalties listed above, you may have A SECURITY SUSPENSION for TWO YEARS or more and A JUDGEMENT SUSPENSION INDEFINITELY (until all damages have been satisfied).
- THESE PENALTIES ARE IN ADDITION TO ANY FINES OR PENALTIES IMPOSED BY A COURT OF LAW, WARNING: THESE LAWS DO NOT PREVENT THE POSSIBILITY THAT YOU MAY BE INVOLVED IN AN ACCIDENT WITH A PERSON WHO HAS NO INSURANCE OR OTHER FR COVERAGE.
- WHEN REQUIRED, PROOF OF COVERAGE MAY BE SHOWN BY ANY OF THE FOLLOWING: AN INSURANCE POLICY showing automobile liability insurance of at least \$12,500 bodily injury per person, \$25,000 injury two or more persons, and \$7,500 property damage\*AN INSURANCE IDENTIFICATION CARD (same coverage)\*A SURETY BOND OF \$30,000 issued by any authorized surety company or insurance company\*A BMV BOND SECURED BY REAL ESTATE having equity of at least \$60,000\*A BMV CERTIFICATE FOR MONEY OR GOVERNMENT BONDS in the amount of \$30,000 on deposit with the Ohio Treasurer of State\*A BMV CERTIFICATE OF SELF-INSURANCE, available only to companies or persons who own at least twenty-six motor vehicles.

#### PROOF OF FINANCIAL RESPONSIBILITY

I affirm that all owners (or lessees of leased vehicle) now have insurance or other FR coverage and will not operate or permit the operation of this motor vehicle without FR coverage; all previous registration fees due have been paid; this plate category is correct; and this vehicle will not be used as a commercial or farm vehicle unless so registered.

By signing below I agree to and attest that all the above is true and accurate,

#### SIGNATURE ON FILE

SIGNATURE OF OWNER(S)

DATE

WARNING: APPLICANT GIVING FALSE INFORMATION IS SUBJECT TO PROSECUTION-O.R.C. SEC. 2913.42. APPLICATION MUST BE SIGNED BY THE OWNER(S) AS NAMED ON CERTIFICATE OF TITLE.

> DO NOT DISCARD. THIS IS YOUR VEHICLE REGISTRATION CERTIFICATE.

BMV5701 10/12 [760-1058]

Printed on: 1/25/2013 12:00:48 PM

RESTRICTED

CUSTOMER COPY WITHOUT ADDRESS

CUSTOMER #:

317931



INVOICE

8536 Colerain Avenue · Cincinnati, Ohio 45251

CINCINNATI, OH	PAGE 1	Phone: (513	385-1045 · Ema www.northgatech		@fuse.net	
HOME: CONT BUS: CELL COLOR YEAR MAKE/MODEL	SERVICE ADVISOR:	72 RENE	E REARDON		TAG	
PSC Billet 11 DODGE CHARGER 2E IN SERVICE DATE PROD. DATE WARE, EXP. PROMISED	B3CL3CG1BH PO NO.	RATE	PAYMENT	1839 INV. DA	T268	
THOUSED WARR. EXP. PROMISED	FO NO.	HATE	PATIVIENT	IIVV. DA	NIE -	
28MAY11 DD 17:00 15JUI	511		CASH	15JUL1	Ll	
DATE OF REPAIR CUST. NOTIFIED DATE OPTIONS:	STK:50606 DLR:68					
	3.6L_V6_VVT_Engir		2001 - 10F			
18:09 13JUL11   15:25 15JUL11   TRN:DGJ 5	S-Speed Auto W5AS	LIST		TOT	ΓAL	
A CUSTOMER STATES KEYLESS ENTRY SERVICE CAUSE: .	E LIGHT IS ON	<u> </u>	TVD ±	101	2314	
18191290 ZZ 278 WB4				(N)	(C)	
FC: PART#: COUNT:				(14)	0,	
CLAIM TYPE: W AUTH CODE:						
SUBL RENTAL AS PER RENEE						
PO#98734						
WB4				(N,	/C)	
,,,,1839 PERFORMED RRT 11-060	*****	*****	***			
B** CUSTOMER STATES WHEN ENTERING WITH	REMOTE ENTRY WIT	LL NOT W	ORK			
PROPERLY						
CAUSE: .	1	-27				
23421503 Handle, door outside - Re Front-Left (C)	eptace					
278 WB4				(N,	(C)	
1 1MZ85JSCAE HANDLE-FRONT DOOR	EXTERIOR				/c)	
1 1MZ84JSCAE HANDLE-FRONT DOOR				(N,	/C)	
23421502 Handle, door outside - Re	eplace					
Front-Right (C) 278 WB4				/ NT	(C)	
Z / O WET				(14)	, 07	
,,,,1839 DOOR HANDELS INOP REPLACE LEFT						
***************	******	*****	***			
C** ESTIMATE ON SCRATCHES CAUSE: .						
9002 NO CHARGE						
100 WB4				(N.	/C)	
SERVICE DEPT. HOURS:	SHOP SUPPLY COST:	DESCR	RIPTION	TOTA	LS	
MONDAY - FRIDAY 7:30 A.M. TO 6:00 P.M.	We have added a charge equal t					
SATURDAY 10% of the cost of labor, nor to PARTS AMOUNT						
9:00 A.M. TO 3:00 P.M. THANK YOU FOR YOUR BUSINESS!	Order for shop supplies used					
	connection with the repair.	MISC. CHAP				
WARRANTY STATEMENT AND DISCLAIMER		TOTAL CHA				
THE DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A	ALL PARTS INSTALLED AR NEW UNLESS OTHERWIS	E LESS INISHE				
PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILTY IN CONNECTION WITH THE SALE OF	INDICATED.	SALES TAX				
PERSON TO ASSUME FOR IT ANY CIABILITY IN CONNECTION WITH THE SALE OF ANY PARTS OR THIS REPAIR. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR OTHER SUPPLIERS WARRANTIES.		PLEASE PA				

Invoice No: 328413

\*INVOICE\*



Page 1 of 2 8536 Colerain Avenue · Cincinnati, Ohio 45251 Phone: (513) 385-1045 · Email: ngcservice@fuse.net CINCINNATI, OH www.northgatechrysler.com Home: Bus: Email: SERVICE ADVISOR: 72 RENEE REARDON COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE TAG **PSC Billet** 2B3CL3CG1BI DODGE CHARGER 14117 / 14117 T228 PROMISED IN SERVICE DATE PROD. DATE WARR, EXP. RATE PAYMENT INV. DATE 17:00 29FEB12 28MAY11 29FEB12 CASH OPTIONS: STK:50606 DLR:68341 ENG:ERB 3.6L V6 VVT Engine TRN:DGJ\_5-Speed\_Auto\_W5A580\_Transmission DATE OF REPAIR CUST. NOTIFIED DATE 08:00 29FEB12 11:54 29FEB12 LINE OPCODE TECH TYPE HOURS LIST TOTAL NET WORTHSALE CHINELET AND ALOE A CUSTOMER STATES DRIVERS SIDE DOOR HANDLE PASSIVE ENTRY INOP CAUSE: SOS COLEHAM WE WAS 23421503 Handle, door outside - Replace All others - Front-Left (C) 148 WB4 (N/C)1 1MZ85JSCAF HANDLE-FRONT DOOR EXTERIOR (N/C)FC: PART#: COUNT: CLAIM TYPE: AUTH CODE: SUBL CAR RENTAL PER RENEE (N/C)WSC4 ,,,,14117 replaced left outside door handle - internal Yailure \*\*\*\*\*\*\*\*\* B QUICK LUBE OIL AND FILTER QLOF QUICK LUBE OIL AND FILTER CP 14.05 14.05 1 68079744AB FILTER-ENGINE OIL 8.50 5.10 5.10 2.30 6 68055891AA 5W30 OIL 3.65 13.80 ,,,,14117 lof 148.40 \*\*\*\*\*\*\*\*\*\*\*\*\* C CUSTOMER STATES DRIVERS SEAT CUSHION FABRIC IS LOOSE CAUSE: 9001 ORDER PARTS 148 WB4 (N/C)FC: PART#: COUNT: CLAIM TYPE: AUTH CODE:

14117 ORDER PART SERVICE DEPT. HOURS: DESCRIPTION TOTALS SHOP SUPPLY COST: MONDAY - FRIDAY LABOR AMOUNT 7:30 A.M. TO 6:00 P.M. We have added a charge equal to PARTS AMOUNT 10% of the cost of labor, nor to SATURDAY exceed \$15.00, to the Repair 9:00 A.M. TO 3:00 P.M. GAS, OIL, LUBE THANK YOU FOR YOUR BUSINESS! Order for shop supplies used in SUBLET AMOUNT connection with the repair. MISC. CHARGES WARRANTY STATEMENT AND DISCLAIMER TOTAL CHARGES THE DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A ALL PARTS INSTALLED ARE LESS INSURANCE NEW UNLESS OTHERWISE PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILTY IN CONNECTION WITH THE SALE OF SALES TAX INDICATED. ANY PARTS OR THIS REPAIR. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR OTHER SUPPLIERS WARRANTIES. PLEASE PAY THIS AMOUNT

Customer Number:

Invoice No INVOICE



Page 1 of 2

8536 Colerain Avenue - Cincinnati, Ohio 45251

CINCINNAȚI, Home:	ОН	Bu	ıs:	Cel	age .			3) 385-1045 · Em www.northgated	nail: ngcservic	
Email:					SEF	RVICE ADVISOR: 7	2 RENEF	REARDON		
COLOR	YEAR	r-Vr-y	MAKE/MODEL	**************************************		VIN	LICENSE		AGE	TAG
		-								
PSC Billet	11		DODGE CHA			3CG1BH			15422	T024
IN SERVICE DATE	PROD.	DATE	WARR, EXP.	PROMISE	D	PO NO.	RATE	PAYMENT	INV. D	ATE
28MAY11	2810	1 60	or Nortees s	17:00 22M	AR12	0606 DLR:68341 ENG:	DD 3 61 \	CASH	23M	AR12
DATE OF REF	AIH	CU	ST. NOTIFIED D	A LE OPTIONS	TRN:DO	GJ 5-Speed Auto W5	1580 Trans	mission	2:	
11:20 22MA	R12	15	:16 22MAR1	2		oren amarkien De e				
LINE OPCOI							LIST	NET	TOT	AL
					C IS	LOOSE, SOP NOW				
	3105	Cove	r, front	seat back	- Te	st and				
				eat-Left (						. 10
	_	84	WB4						(N/	
_				FRONT SEA					(N)	(C)
85410				IAGNOSTICS	" TIM	E ALLOWANCE			(N/	(C)
CUDI DENMI		84	WB4						(14)	()
SUBL RENTA	AL PE		ISC4	1		Alice A			(N)	(C)
B CUSTOMER CAUSE: . 9002	moved * R STA NO C	THATES CHARGE 184 PART	RADIO CHA WB4 COUNT:	ed lower s	eat c	dealer connect ushion and fab ******** N OWN WHEN DRI	ric. 28 ******	4		/c)
C CUSTOME: CAUSE: NPF	ONS. R STA OB UNABI FC: I	284 ***** ATES LE TO 284 PART	REAR DOOM DUPLICA' WB4 #: COUNT: PE: W	********* RS WONT UN	LOCK	s designed, ne  **********  UNTILL THE TRY  THIS TIME	****	***	(N	/c)
	AUTH		DEPT. HOURS:		- Trans	CHOR CHRRIY COST.	DESC	CRIPTION	TOT	ALS
		MOND	AY - FRIDAY		10/0	SHOP SUPPLY COST: have added a charge equal t	LABOR AN			
	7:		I. TO 6:00 P.M. TURDAY		109	6 of the cost of labor, nor t	PARTS AM	OUNT	***********	
			I. TO 3:00 P.M.	IFCCI		eed \$15.00, to the Repa er for shop supplies used i		LUBE		
	THANK	YOU F	OR YOUR BUSIN	NESSI		er for shop supplies used in nection with the repair.	SUBLET A	MOUNT		
							MISC. CHA	ARGES		
			EMENT AND DISCL		A. I	DADTE INCTALLED AD	TOTAL CH	ARGES		
				S EXPRESS OR IM BILITY OR FITNESS F		L PARTS INSTALLED AR W UNLESS OTHERWIS		RANCE		
PARTICULAR PURP	OSE AND	NEITHE	R ASSUMES NOR	AUTHORIZES ANY O	THER INC	CATED.	SALES TA	X		
	THIS REPA	AIR. THI	S DISCLAIMER IN	NO WAY AFFECTS			PLEASE I			

Customer Number

Invoice No: INVOICE



Page 1 of 1

8536 Colerain Avenue · Cincinnati, Ohlo 45251 Phone: (513) 385-1045 - Emall: ngcservice@fuse.net

CINCINNATI, OH www.northgatechrysler.com Cell: Home Bus Email: SERVICE ADVISOR: 265 SEAN HOWARD MILEAGE MAKE/MODEL LICENSE TAG YEAR COLOR 27307 / 27307 T959 DODGE CHARGER 2B3CL3CG1BH PSC Billet 11 RATE PAYMENT INV. DATE PROD. DATE PROMISED PO NO. IN SERVICE DATE WARR, EXP. 27NOV12 CASH 17:00 26NOV12 28MAY11 CUST. NOTIFIED DATE OPTIONS: STK:50606 DLR:68341 ENG:ERB 3.6L V6 VVT Engine TRN:DGJ\_5-Speed\_Auto\_W5A580\_Transmission DATE OF REPAIR 15:22 26NOV12 07:52 05NOV12 TOTAL LIST NET LINE OPCODE TECH TYPE HOURS A CUSTOMER STATES DRIVERS SEAT COVERS KEEPS GETTING LOOSE CAUSE: . 23203105 Cover, front seat back - Test and replace Bucket seat-Left (C) (N/C) 214 WB4 (N/C) 1 1UW15DX9AA COVER-FRONT SEAT CUSHION SUBL CAR RENTAL AS PER SEAN (N/C)WSC4 ,,,,27307 REPLACED THE DRIVERS SEAL BOTTOM COVER. FABRIC WAS LOOSE. DEAR VALUED SERVICE CUSTOMER. YOU MAY BE RECEIVING A SURVEY FROM THE MANUFACTURER THAT WILL ASK YOU TO RATE YOUR SERVICE VIS\* IT. IF YOU CANNOT RATE YOUR VISIT AS "VERY\* SATISFIED" PLEASE CONTACT STEVE FLETCHER \*\*\*\*\* AT (513) 385-1045 \*\*\*\*\*\*\*\*

			0.1	
SERVICE DEPT. HOURS:	SHOP SUPPLY COST:	DESCRIPTION	тот	ALS
MONDAY - FRIDAY	We have added a charge equal to	LABOR AMOUNT	\$	0.00
7:30 A.M. TO 6:00 P.M. SATURDAY 9:00 A.M. TO 3:00 P.M. THANK YOU FOR YOUR BUSINESS!	10% of the cost of labor, nor to		\$ 1	0.00
	exceed \$15.00, to the Repair		\$ 5	0.00
	Order for shop supplies used in connection with the repair.	SUBLET AMOUNT	\$ 1	0.00
		MISC. CHARGES	\$ 44	0.00
WARRANTY STATEMENT AND DISCLAIMER		TOTAL CHARGES	\$ 6.40	0.00
THE DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A	ALL PARTS INSTALLED ARE		\$ 1	0.00
PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER	INDICATED.	SALES TAX	\$	0.00
PERSON TO ASSUME FOR IT ANY LIABILTY IN CONNECTION WITH THE SALE OF ANY PARTS OR THIS REPAIR. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR OTHER SUPPLIERS WARRANTIES.		PLEASE PAY THIS AMOUNT	\$	0.00

Customer Number:

Invoice No INVOICE



Page 1 of 2

8536 Colerain Avenue · Cincinnati, Ohio 45251
Phone: (513) 385-1045 · Email: ngcservice@fuse.n

CINCINNATI;							www.northgatach	The second second second second		gridae.not
Home		Bus	Cell		a a			14		
Email				SER	VICE ADVISOR: 26			11		
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30850	Replac		or due to	heari	ng noise, 284			100	(14)	C/
	SERVI	CE DEPT. HOURS:			SHOP SUPPLY COST:	DESCR	IPTION		TOTA	LS
		NDAY - FRIDAY		Weh	ave added a charge equal to	LABOR AMO		1	1	
SATURDAY 10% of the cost of labor, nor to PARTS AMOUNT								- 111		
		FOR YOUR BUSIN	IESS!	Order	for shop supplies used in			- 11		
S				conn	ection with the repair.	MISC. CHAR		50	-	
	WARRANTY ST	ATEMENT AND DISCLA	AIMER			TOTAL CHA		61	i	
			EXPRESS OR IMPLI		PARTS INSTALLED ARE UNLESS OTHERWISE		ANCE	4		4
PARTICULAR PUR	POSE AND NEIT	HER ASSUMES NOR A	UTHORIZES ANY OTH	ER INDI	CATED.	SALES TAX		0.1		
ANY PARTS OR	O ASSUME FOR IT ANY LIABILTY IN CONNECTION WITH THE SALE OF TS OR THIS REPAIR. THIS DISCLAIMER IN NO WAY AFFECTS THE PLEASE PAY NS OF ANY MANUFACTURER OR OTHER SUPPLIERS WARRANTIES.									
PROVISIONS OF AL	NT MANUFACIL	INCH UN UTHER SUPPLI	ENS WARRANTIES.			THIS AMO	DMI	· · · · · · · · · · · · · · · · · · ·	9	(%)

Invoice No INVOICE



Page 1 of 2

8536 Colerain Avenue · Cincinnati, Ohio 45251

CINCINNATI: OH  Home: Bus: Cell				385-1045 · Email: vww.northgatachry:		ten, ecut@e;
Email		RVICE ADVISOR: 26	S SEAN H	OWARD		
COLOR YEAR MAKE/MODEL		VIN	LICENSE	MILEAC	ie ,	TAG
PSC Billet 11 DODGE CHARGER	2B3C	L3CG1B		30850 / 3	0850	T765
IN SERVICE DATE PROD. DATE WARR, EXP. PROM		PO NO.	RATE	PAYMENT	INV.	DATE
28MAY11 17:00 24.	IAN13	B 8		CASH	25.1	IAN13
DATE OF REPAIR   CUST, NOTIFIED DATE   OPTION	NS: STK:5	0606 DLR:68341 ENG:EF	RB 3.6L V6	VVT Engine		711410
	TRN:	GJ_5-Speed_Auto_W5A5	580_Transm	īssion	集制	
17:40 23JAN13 15:24 25JAN13				×	-title	
LINE OPCODE TECH TYPE HOURS			LIST	NET	TO	TAL
A CUSTOMER STATES SEVERAL WARNING I					8	
OUT. ROADSIDE JUMPED STARTE	ED VEH	CLE. CUT OUT WH	TTE DET	VING	8	
CAUSE: . 08804410 KEY					8.4	
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1 68051387AE KEY FOB-INTEGR	RATED	KEY FOB	7) (7)			/C)
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AUTH CODE:		1		Also.		
. i h				- x 114	-41	6.5
		A			加拉	
,,,,30850 Unable to get vehicle to	stall	. Vehicle had a	few sto	red	8	
codes for low system voltage. T	rested	battery with GR	8 and b	attery	\$1.	
,,,,tested good, alternator tested	good a	also. Vehicle al	so had	an active	£ 4	
,,,,code for key fob 2 performance.	. Repla	aced and program	med new	key fob	10.181	
,,,,transmitter, 284	de alse alse alse alse a			Middle Little		
**************************************	r t.TKE	SOURTE COMING F	DOM ENG	TNE		
COMPARTMENT	L DIKE	SQUEEK COMING I	ROM ENG	TNB	15	
CAUSE: .		(1)			311	
08050105 Generator - Test and		ce 3.6 liter	71			
engine (1 - Semi-Skilled)	)	3	- 9	ř		
284 WB4		n v				(C)
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AUTH CODE:		я х	Ter S			
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SUBL CAR REANTAL AS PER SEAN					到前,	. / (3)
WSC4					(N	I/C)
,,,,30850 Replaced alternator due t SERVICE DEPT. HOURS:	co pea	SHOP SUPPLY COST:	DESCR	PTION	то	TALS
MONDAY - FRIDAY	\w/	e have added a charge equal to	LABOR AMO		- 算書	
7:30 A.M. TO 6:00 P.M. SATURDAY		0% of the cost of labor, nor to	PARTS AMO	TNU	111	O-2-1111-11-11
9:00 A.M. TO 3:00 P.M.		ceed \$15.00, to the Repair der for shop supplies used in	GAS, OIL, LL	BE	61	
THANK YOU FOR YOUR BUSINESS!		nnection with the repair.	SUBLET AMO		用护	
WADDANTY CTATEMENT AND DISCUALINES			MISC. CHAR		51:	
THE DEALER HEREBY DISCLAIMS ALL WARRANTIES EXPRESS OR	IMPLIED A	LL PARTS INSTALLED ARE	TOTAL CHAP		# 1	
INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNES PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY	S FOR A N	EW UNLESS OTHERWISE	SALES TAX	ANCE	图 10	
PERSON TO ASSUME FOR IT ANY LIABILTY IN CONNECTION WITH THE S	SALE OF	DICATED.		v ====================================	010	1-181
ANY PARTS OR THIS REPAIR. THIS DISCLAIMER IN NO WAY AFFEC PROVISIONS OF ANY MANUFACTURER OR OTHER SUPPLIERS WARRANTIES	S. THE		PLEASE PA THIS AMOU	TNI	81	

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

### DYERSBURG ELECTRIC SYSTEM

PAGE 01/02

211 E. COURT ST. POB 664 DYERSBURG, TN 38025-0664 731-287-4600 FAX# 731-287-4612

## \* \* FAX TRANSMISSION \* \*

FROM THE DESK OF:	<u>ra Ker</u>	NP	_
Date: 81114		<b>V</b>	
Recipient's Name: Kary 4 Cl	CAIR#		
Fax #		(F	2000lem
Reference:_	(	Alternator 2	
Total Number of Pages (Including Cover):_	2	7 <b>.4</b> •3.	

Notes:

Customer Invoice 07/28/2014

# FIRESTONE COMPLETE AUTO CARE OLD HICKORY MALL 1983 N HIGHLAND AVE

**Service Advisor:** 03 DREW 731.664 2106

JACKSON, TN. 38305-4918

2011 DODGE CHARGER SE 3.6L V6 FL FLEX VING DOHC

Lic#: TN Vin#:

In: 07/20/14 7:02AM Mileage: 100,000

Out: 07/28/14 2:44PM

Store # 019836

JACKSON, TN

APT C

RETAIL SALE

Description BATTERY & ELECTRICAL CHECK	R 1	ev Hist /Article #	ID 03	Qty	Unit Price	Extended Price	Job Total
Symptom: S/C:Click No Start- ELECTRICAL SYSTEM TEST LABOR		7031321		1	24.99	24.00	
LBR-DISC Customer Promotion COURTESY CHECK		7001652	07T	-1	24.99 24.99	24.99 -24.99	
COURTESY CHECK		7046930	03 07TS	1	N/C	N/C	
BATTERY REPLACEMENT MTP49/H8 INTERSTATE BATTERY MTP-49/H8	1.	7005425	03 07TN	4	209.99	1	224.99
BATTERY INSTALLATION ED 18	Ok <u>presed</u> Wilderich		OF S	PTTON	209.99 1 <b>5</b> -00 <sub>.77</sub>	209.99 75,15,00 v	
Technician(s):	- i'''	- ( \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	edition of stall	THE THE PARTY OF	Thomas a standard	to the Biograph	

07 JUSTIN MELVIN

Payment History:

CFNA 1563

247.91 09078

Total Tendered

247.91

All CFNA purchase(s) through December 31, 2014 of \$299 or more receive 6 month deferred interest, see www.CFNA.com for more details.

Total

Summary:

Sub-Total

Tax (9.75%)

Shop Supplies

**Parts** 

Labor

\$247.91

209.99

15.00

225.89

22.02

0.90

I have received the above goods and/or services. If this is a credit card purchase, I agree to pay and comply with my cardholder agreement with the issuer.

		rev		
	Revision History:	Amt		Init
Customer Signature	1) 07/20/2014 10:20AM	220.48	PERSON	
	2) 07/20/2014 10:21AM	704.34		
	3) 07/28/2014 02:42PM	-704.34	IN PERSON	

All parts are new unless otherwise specified.

Declined Work:

Address Pocheck

i acknowledge notice and oral approval of an increase in the original estimated price.

Signature or Initials

Jackson Tin Cat R#

PLEASE TELL US ABOUT YOUR SERVICE EXPERIENCE TODAY!

Get \$10 off your next total purchase of \$25 or more and be entered into a drawing for \$500 in services
Call 1-800-859-\$203 or go to www.FirestoneSurvey.com; Enter Code019836-142724
Offer expires 15 days from date of invoice. Good at all participating locations. Redemption code:

### www.FirestoneCompleteAutoCare.com

STD FCAC LASER 7006335 - 48110392 REV 11/11

See reverse side for Marronty Information



Mer Byrjasaeres ASIR Bes Gryg and PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

PA TOP TOP	Form MVD-140 (Rev. 09/11) Page 1 of 4
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	CONVERSION
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3	18/2012
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ıt.	Mileage Man

exas Department of Motor Vehicles			MODERATE OF A STATE OF	Form MVQ-140 (Rev. 09/11) Page 1 of 4
OWNER:			WEHOLE OF	On
MAILING ADDRESS:			· ON	SON BILLIE
CITY: STATE:	TX	ZIF	4	
WORK PHONE: HOME PHONE:		FAX:		
E-MAIL ADDRESS:				
CHECK ALL THAT APPLY: NEW USED DEM	10 PROG	RAM 🗆 L	EASE	CONVERSION
YEAR: 901 MFG/MAKE: Dodg	MODEL	Charger		
VIN: 2 B 3 C L 3 C G 9 B H		URCHASED:	5/7/201	(
MILEAGE: CURRENT 35638 AT DELIVERY: 23 NOT APPLICABLE TO TOWABLE		24,000 MILES RI	EACHED: 3	18/2012
CONVERSION CO:		LYLINGEL	_	
LEASE CO: Alta		-		
	CIT.	· thus	tV	
II o	cm		IN IX	
SERVICING DEALERS 1) Helman Dodge	cm	Y: HOU	stan IX	
2) Allen Simuel Todge	CITY	r:Hous	bn 1x	
3)	CITY	/:		
DEALER ADDED OPTIONS: FILE IM Safellute for	one yar			
WHAT REMEDY ARE YOU SEEKING?: REPURCHASE/RE		OR 🗌	REPAIRS	
XISTING PROBLEMS LOG: You MUST complete this section accomplete. "See Attached" or equivalent is NOT a substitute	on this form or	the form will l	be returned a	as
Description of problem that CONTINUES TO EXIST:	Repair Visits	Date In	Date Out	Mileage
Electrical problem - Door handled are not frinchoning always.  Door handled are not frinchoning always.  When I lock door, on occasions, people when I lock door, on occasions, people without without the key	1st visit	9/16/2011	alupou	Z
Door handled are not functioning results	2nd visit	2/16/2012	2 Inspect	, 22521
when I lock door, on occasion, perform	3rd visit	2/21/2012	1.6	22182
without key ban open and ever willow	4th visit	3/14/2012	2 lather	24176
the Reus				

CONTINUATION OF EXISTING PROBLEMS LOG: You MUST complete this section on this form or the form will be returned as incomplete. "See Attached" or equivalent is NOT a substitute for completion. You may make copies of this page to address additional concerns.

Description of problem that CONTINUES TO EXIST: list only one problem	Repair Visits	Date In	Date Out	Mileage
Gratical Folden:	1st visit			
Clartical Folden:	2nd visit			
	3rd visit	1		
	4th visit			
Description of problem that CONTINUES TO EXIST: list only one problem	Repair Visits	Date In	Date Out	Mileage
	1st visit			
	2nd visit			
	3rd visit			
	4th visit			
Description of problem that <u>CONTINUES TO EXIST</u> : list only one problem	Repair Visits	Date In	Date Out	Mileage
	1st visit			
	2nd visit			
	3rd visit			
	4th visit			
Description of problem that CONTINUES TO EXIST:	Repair Visits	Date in	Date Out	Mileage
	1st visit			
	2nd visit			
	3rd visit			
	4th visit			

Form MVD-140 Page 3 of 4	(Rev. 09/,11)	£			
YES	□NO	The manufacturer, con-	verter or distributor o	of the vehicle (NOT THE	DEALER) was given
		written notice of the p		3/18	, 20 12
		IF YOU ANSWERED NO, DISTRIBUTOR AS SOON, INCLUDE A COPY OF THE	AS POSSIBLE (CERTIF	TER TO THE MANUFACTU IED MAIL/RETURN RECEIP OMPLAINT FORM.	RER, CONVERTER OF IS SUGGESTED) AN
and -	dua				
M YES	MNO	The vehicle has been in provide the inspection sheet if needed.	nspected by a factory date, location, perso	y representative. If you a nnel involved, and outco	nswered yes, pleasome. Use a separate
		DATE:	LOCATIO	ON:	
		BY WHOM:			
		OUTCOME:			
I UNDER	STAND TH	AT THE INFORMATION ES TO MY COMPLAINT IN	AM SUBMITTING	G MAY BE SHARED I	WITH THE OTHER
HEREB	Y CERTIFY,	UNDER PENALTY OF PE	ERJURY, THAT ALL	STATEMENTS IN THIS	COMPLAINT ARE
TRUE AN	ID CORREC	т.		O TATEMENTO NO TAKE	, com Example
				rlidt	7A 17
SIGN	TURE OF'R	EGISTERED VEHICLE OF	WNER/LESSEE	DATE:	VIV.

The Texas Department of Motor Vehicles maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Section 552.001 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

## Krohn & Moss, Ltd.

1242984 Marshall

Main Office 10 N. Dearborn St. 3rd Floor Chicago, IL 60602 www.krohnandmoss.com

Writer's Direct Number (312) 578-9428 Bat. 274 Writer's Direct Passimile (866)-289-0898 Writer's Direct B-Mail ekaozander@oon sum erlawoen ter.oom www.kroknandmoss.com

10/15

Writer Licensed to Practice

only in: Minois

Kentucky Minnesota

October 15, 2013

Chrysler Group LLC Attn: Legal Department P.O. Box 218004 Auburn Hills, MI 48321

RE:

y, Chrysler Group, LLC

Vehicle: VIN:

2011 Dodge Charger 2B3CL3CG6BH

RECEIVED

OCT 2 3

SPECIAL INVESTIGATION

Dear Sir or Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to 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 present in my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects include, but are not limited

- 1. Defective engine/electrical system as evidenced by dying, the intermittent illumination of the check engine light, no start condition, no crank and whining noise;
- 2. Defective transmission as evidence by going out of gear; and

3. Any additional complaints made by our client, whether or not they are contained in your and's records or on any dealer repair orders. OCT 23 2013

Office of the General Coursel

DCT 2 4 2013

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Because of these defects, 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 her 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 her the opportunity or permit her to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. <u>Kure v. Chevrolet Motor Division</u>, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my client's intent to pursue claims for breach of warranty in a court of law should you fail to amicably resolve this matter. Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my client has a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my client for all monies paid on the vehicle, 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 the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defect and payment of our attorneys' fees pursuant to the fee-shifting provisions of 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

Eric Kaczander Attorney at Law

EK/rd

Krohn and Moss 10 N. Dearborn Street Floor 3rd Chicago IL 60602-4276



\$6.110 US POSTAGE TILE FIRST-CLASS FROM 60602 OCT 15 2013 Stamps

10383

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Chrysler Group LLC

Attn: Legal Department

P.O. Box 218004

Auburn Hills MI 48321-8004



Service of Process **Transmittal** 

12/20/2013

CT Log Number 524090725

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 Missouri

Chrysler Group LLC (Domestic State: DE) FOR:

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

TITLE OF ACTION: , Pltf. vs. Chrysler Group LLC, Dft.

DOCUMENT(S) SERVED: Summons, Petition, Exhibit(s), Notice

COURT/AGENCY: 21st Judicial Circuit Court, St. Louis County, MO

Case #

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Breach of Warranty - Defective 2011 Dodge Charger, Vehicle Identification No283CL3CG68H

ON WHOM PROCESS WAS SERVED: C T Corporation System, Clayton, MO

DATE AND HOUR OF SERVICE: By Process Server on 12/20/2013 at 09:00

JURISDICTION SERVED: Missouri

APPEARANCE OR ANSWER DUE: Within 30 days after service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Eric Kaczander

Krohn & Moss, LTD. 10 N. Dearborn St. 3rd Floor Chicago, IL 60602 312-578-9428

ACTION ITEMS: CT has retained the current log, Retain Date: 12/20/2013, Expected Purge Date:

12/25/2013 Image SOP

SIGNED: C T Corporation System PER: Meghan Saffell ADDRESS: 120 South Central Avenue

Suite 400

Clayton, MO 63105 314-863-5545 TELEPHONE:



### IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

A Million of the Control of the Cont			
Judge or Division:		Case Number: 1	
TOM W DE PRIEST JR			
Plaintiff/Petitioner:		Plaintiff's/Petitioner's Attorney/Address	
		ERIC KACZANDER	
		10 N DEARBORN ST 3RD FLOOR	
	vs.	CHICAGO, IL 60602	
Defendant/Respondent:		Court Address:	
CHRYSLER GROUP LLC		ST LOUIS COUNTY COURT BUILDING	
Nature of Suit:		7900 CARONDELET AVE	
CC Breach of Contract		CLAYTON, MO 63105	(Date File Stamp)
	Su	immons in Civil Case	
The State of Missouri to:	CHRYSLER GROUP I	LLC	
	Alias:		
120 S CENTRAL AVE ST LOUIS, MO 63105		REGISTERED AGENT RPORATION SYSTEM	
57 20010/ MO 10200	0.00.		
COURT SEAL OF	You are summone	d to appear before this court and to file your pleadin to serve a copy of your pleading upon the attorney fo	g to the petition, a copy of
COUNTY COUNTY	above address all within	n 30 days after receiving this summons, exclusive of t	the day of service. If you fail to
		ment by default may be taken against you for there	
	17-DEC-2013	Joan M.	Oslanez
The state of the s	Date	Cleri	k
ST, LOUIS COUNTY	Further Information: TLC		
		Sheriff's or Server's Return	
Note to serving officer: Sun	nmons should be returned t	to the court within thirty days after the date of issue.	
I certify that I have served the	above summons by: (che	eck one)	
		petition to the Defendant/Respondent,	
leaving a copy of the sum	mons and a copy of the per	tition at the dwelling place or usual abode of the Defend	lant/Respondent with
(for carvice on a corporati	ion) delivering a conv of th	a person of the Defendant's/Respondent's family one summons and a copy of the petition to	over the age of 15 years.
[10] Service on a corporati	on) delivering a copy of a		601-3
_		(name)	(title).
other			· · · · · · · · · · · · · · · · · · ·
Served at		A STATE OF THE STA	(address)
in	(County/City of	f St. Louis), MO, on(date	e) at(time).
Printed Name of	f Sheriff or Server	Signature of	Sheriff or Server
		otary public if not served by an authorized officer:	
(Seal)	Subscribed and sworn to be	efore me on	(date).
(Seal)	My commission expires: _	Date	
		Date	Notary Public
Sheriff's Fees, if applicable			
Summons \$ Non Est \$			
Sheriff's Deputy Salary	TV-4-20-11		
Supplemental Surcharge \$	10.00	the O.C. and solital	
Mileage \$ Total \$	(mi	iles @ \$ per mile)	
	opy of the petition must be	served on each Defendant/Respondent. For methods of	of service on all classes of
suits, see Supreme Court Rule 5		•	

FILED

# MISSOURI CIRCUIT COURT OF ST. LOUIS COUNTY DEC - 2 2013 TWENTY SECOND JUDICIAL CIRCUIT JOAN M. GILMED

	`		CIRCUIT CLERK, ST. LOUIS COUNTY
St. Louis MO	)		3300117
	)		
Plaintiff,	)		
	)		
vs.	)	Case No.	
	)	Division No.	
CHRYSLER GROUP LLC,	)		
R/A, CT Corporation System	Ś		
120 S. Central Ave.	Ś		
Clayton, MO 63105	Ń		
Clayton, NO 05105	,		
D. C. 1.	)		
Defendant.	)		

### **PETITION**

NOW COMES the Plaintiff, by and through her attorneys, KROHN & MOSS, LTD., and for her Petition against Defendant, CHRYSLER GROUP, LLC, alleges and affirmatively states as follows:

### **PARTIES**

- 1. Plaintiff, ("Plaintiff"), is an individual who was at all times relevant hereto residing in the State of Missouri.
- 2. Defendant, CHRYSLER GROUP, LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Missouri, County of St. Louis, 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 Marty Cancila Chrysler ("Seller"). Manufacturer does business in all counties of the State of Missouri including St. Louis County.

### BACKGROUND

- 3. On or about April 2, 2011, Plaintiff purchased from Seller a 2011 Dodge Charger ("Charger"), manufactured by Manufacturer, Vehicle Identification

  No283CL3CG68H for valuable consideration (See copy of Plaintiff's Retail Installment Contract, attached hereto as Exhibit "A").
  - 4. The price of the Charger totaled \$27,709.00.
- 5. Plaintiff avers that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Charger cannot be utilized for personal, family and household use as intended by Plaintiff at the time of acquisition.
- 6. In consideration for the purchase of the Charger, 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 standard warranties fully outlined in Manufacturer's New Car Warranty booklet.
- 7. On or about April 2, 2011, Plaintiff took possession of the Charger and shortly thereafter experienced the various defects listed below.
- 8. The defects described below violate Manufacturer's warranty issued to Plaintiff as well as the implied warranty of merchantability.
- 9. Plaintiff delivered the Charger to Manufacturer, through its authorized dealership network, on numerous occasions.
- 10. Plaintiff avers that the Charger has been subject to repair on multiple occasions for the same defects and that the defects remain uncorrected.

- 11. Plaintiff brought the Charger to Seller, and/or an authorized service dealer of Manufacturer, for the following defects:
  - a. Defective transmission as evidenced by fluid leak;
  - b. Defective engine as evidenced by dying at stops and no start;
  - c. Defective electrical system as evidenced by the passenger side window not rolling down; and
  - d. Any additional defects as contained on repair orders of Manufacturer's authorized dealerships, or otherwise.
- 12. Plaintiff provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Charger.
- 13. After a reasonable number of attempts to cure the defects in Plaintiff's Charger, Manufacturer was unable and/or has failed to repair the defects as provided in Manufacturer's written warranty.
  - 14. Plaintiff justifiably lost confidence in the Charger's safety and reliability.
- 15. Said defects could not have reasonably been discovered by Plaintiff prior to Plaintiff's acceptance of the Charger.
- 16. As a result of these defects, Plaintiff revoked her acceptance of the Charger in writing.
- 17. At the time of revocation, the Charger was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.
- 18. Manufacturer refused Plaintiff's demand for revocation and has refused to provide Plaintiff with the remedies to which Plaintiff is entitled upon revocation.
- 19. The Charger remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

20. 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 Charger.

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

- 21. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this petition.
- 22. Plaintiff is a purchaser of a consumer product who received the Charger during the duration of a written warranty period applicable to the Charger and who is 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 Plaintiff.
- 24. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.
- 25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiff's Petition in that the Charger was manufactured, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).
- 26. Plaintiff's purchase of the Charger 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 Charger to repair or replace defective parts, or take other remedial action free of charge to Plaintiff with respect to the Charger in the event that the Charger failed to meet the specifications set forth in said undertaking.

- 27. Said warranty was the basis of the bargain of the contract between Plaintiff and Manufacturer for the sale of the Charger to Plaintiff.
- 28. Said purchase of Plaintiff's Charger was induced by, and Plaintiff relied upon, Manufacturer's written warranty.
- 29. Plaintiff has met all of her 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, Plaintiff has suffered damages including but not limited to (a) loss of use; (b) diminished value; (c) incurred and/or needed costs of repair; (d) lost wages; (e) aggravation; and/or (f) incidental and consequential damages (such as the cost of inspecting the vehicle, returning the goods for repair, insurance, tax and registration fees, etc.) 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.
- 31. 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:

- 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. Plaintiff re-alleges and incorporates by reference as though fully set forth herein, paragraphs 1-20 of this complaint.
- 33. The Charger 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.
- 34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiff.
- 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 of a purchase to perform services relating to the maintenance or repair of a motor vehicle.
- 36. Pursuant to 15 U.S.C. §2308, Plaintiff's Charger was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the Charger was intended.
- 37. The Charger was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Charger contained in the contracts and labels.
- 38. The above described defects in the Charger render the Charger unmerchantable and thereby not fit for the ordinary purpose for which the Charger was intended and as represented by Manufacturer.

- 39. As a result of the breach of implied warranty by Manufacturer, Plaintiff is without the reasonable value of the Charger.
- 40. 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:

- 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;
- 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.

Respectfully Submitted,

By:

Eric Kaczander

Missouri Bar No. 65706

KROHN & MOSS, LTD. Attorneys for Plaintiffs 10 N. Dearborn, 3rd Floor Chicago, IL 60602 (312) 578-9428 EXHIBIT A

<u> </u>	<u> </u>
RETAIL INSTALLM	ENT CONTRACT
Buyer(s) Name(s) and Address(cs):	Seller Name and Address:
	MARTY CANCILA DODGE CHRY GEER
ST LOUIS RO	FLORISSANT NO 63033
This is an egreement for the Installment purchase by you of the motor vehicle describ buyers who sign below. The words "wa" "us" and "our refer to the aeller whose name a succeeds to the inferests of the Seller, By signing below, you agree to all of the terms	and address enneer shove and to anyone to whom this Contract is assigned of who
trailer described below.	and parameter deal on the support belongs of the Amount Despect authorities from
PROMISE TO PAY: You promise to pay to us the Amount Financed and a Finance Cha time to time at the Annual Percentage Rate set forth below. You agree to make paying payments to the address on our invalue or as otherwise directed by us.	ents according to the Payment Schedule set forth below, You agree to send your

May mail to the accress on our mobile	ar as calai may				·		
	FEDE	RAL T	RUTH-IN-LENDING	DISCLOSUR	ES		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.  4.10	FINANCE CHARGE The dollar amount the credit will cost you.  4082.74		Amount Financed The amount of credit provided to you or on your behalf. 31479,50	Total of Paymer The amount you have paid after have made all payments as so 35562	u will you :heduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of 0.1	
Your payment schedule will be:	Your payment schedule will be: 72						
Number of payme	ents		Amount of payments		When Payments are Due		
72		493.92		MONTHLY BEGINNING: 05/02/2011			
7.00		N/A					
Late-Charge. If any payment is 45 days or more late, you will be charged a late tee of not to exceed 5% of the Installment due if it exceeds \$200,00 or \$10.00 on installments of \$200,00 or less.  Prepayment. If you payoff this Contract early, you will not have to pay a penalty.  Security Intrast. The goods or properly being purchased. You are giving us security interest in your present and future share drafts, share certificates and other deposit accounts at Scott Credit Union (excluding any Keogh or Individual Retirement Accounts).							
Additional Information. See you scheduled date, prepayment re	our contract docur funds and penaltie	nents for s, and se	more information about non curity interests.	payment, default	, any requir	red repayment in 'full bef	ore the

PURCHASE AND DELIVERY RECEIPT: You have today purchased and received in satisfactory condition the vehicle described below. VEHICLE DESCRIPTION: The motor vehicle which you are purchasing is a:

New or Used	Year 2011	Make DODGE	Model CHARGER	BLACK CRYSTAL	Vehicle Ide 283CL3CG6	entification Number 814
Trensmi	noles	Describe non-standard accessories.			7584 Key No. M0303	
Auto.	☐ Man.	-				M0303

physical damage ins	urance covering theft, loss or damag	18	UP AMOUNT FINANCED	1 .		
outonoione Vou may	e term of this Contract, including all obtain your required insurance from	m I 1 Cash Price of Vehicle		\$ 27709.00		
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agree to rely upon that	he credit insurance, and any condition coverage, that will appear in the police	YEAR MIASE	YEAR MAKE MODEL			
or certificate of Insi	coverage, that will appear in the polic urance to be provided to you. If yo f these coverages for the term of th	2004 BUICK	RENDEZVOUS	· · ·		
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	Signature ·	d. Paid to: SAFE GAP		1		
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NOTICE TO THE	BUYER: 1.Do not sign this a	agreement before you read it or you sign 3. Under the law you i	if it contains any blank s	paces. 2, You		
advance the full a	mount due and to obtain under o	ertain conditions a partial refund o	f the finance charge.	· · · · · · · · · · · · · · · · · · ·		
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any, acknowledg	ges receipt of completed coples	of this Contract of Explanation of G	uarantor a Objigation.	ŕ		
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Guarantor I hearby guarantee	the collection of the above described a	arnount upon	rentor and pelow			
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- Ultimor DOLOHII						

### THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

### NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

### **Purpose of Notice**

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

### Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.

### <u>Alternative Dispute Resolution Procedures</u>

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the partes. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

- (2) <u>Mediation:</u> A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.
- (3) <u>Early Neutral Evaluation ("ENE"):</u> A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.
- (4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.
- (5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

### Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

Cooper Goodyean **BFGoodRich** Michelin Tires



Yokohama Dunlop Bridgestone Firestone

We Service All Makes, All Models. Need tires, ask us for a Quote. 2175 North Lindbergh Blvd. • FLORISSANT, MO 63033 • (314) 831-3300 WATS: (800) 541-8103

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### DISCLAIMER OF WARR INTIES

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PRODUCTIC I DATE

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he only warranties, if any, applying to is part(s) and/or service are those fered by the manufacturer. The selling ealer hereby expressly clisitalms all arranties, either expressed ar implied, cluding any implied wan anties of erchantability or fitness for a particular rpose, and neither assumes nor ithorizes any other person () assume it any liability in connection with the tle of this part(s) and/or service. Buyer all not be entitled to recove from the elling dealer any consequertial dames, damages to property, da nages for ss of use, loss of time, loss of profits. income, or any other neidental mages.

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

1241117 Gadb. Sw

### WEISBERG & MEYERS, LLC

### ATTORNEYS FOR CONSUMERS

5025 North Central Ave, #602 Phoenix, Arizona 85012 602-445-9819 888-595-9111 (Toll Free) 866-565-1327 Facsimile www.AttorneysForConsumers.com

EXTENSION: 275

WRITER LICENSED IN:

E-MAIL: NOAH.RADBIL@ATTORNEYSFORCONSUMERS.COM

TEXAS

August 5, 2013

Sent Via Certified Mail Tracking Number 7012 3050 0002 1530 6751

Office of the General Counsel Chrysler Group, LLC 1000 Chrysler Drive CIMS 485-12-32 Auburn Hills, MI 48326-2766

Re:

Our Client:

Your Client:

Vehicle:

VIN:

Our File Number:

. Chrysler Group, LLC

Chrysler Group, LLC 2012 Dodge Charger

2C3CDXBG5CH

AUG 1 2 2013

Dear Sir/Madam:

Please be advised that this office represents the above-named individual regarding claims against your company pursuant to the Texas Deceptive Trade Practices Act, the Federal Magnuson-Moss Warranty Act, the State Lemon Law and/or the Uniform Commercial Code with regard to the above-listed vehicle.

Having been formally notified of our representation, we respectfully demand you not contact our client for any reason. Instead, please direct all future contact and correspondence to this office, and further, please consider this letter an express and unequivocal revocation of any permission our client may have provided you to call them. We reserve the right to seek injunctive relief against you should you fail to honor these directives.

Enclosed, please find the sales and repair records in our client's possession. As these records show, our client paid an extraordinary sum of money for a vehicle riddled with numerous non-conformities that cause a substantial impairment of the use, value and/or safety of the vehicle.

The primary non-conformities include but are not limited to:

Chrysler Group LLC Office of the General Counsel

AUG 0 9 2013

By Mail/Reg. Agent/ Sec. of State/Proc. Server

- 1. Defective transmission;
- 2. Defective electrical system;
- 3. Defective braking system; and,
- 4. Any additional complaints actually made, whether contained on your company's invoices or otherwise.

These non-conformities constitute violations of both Federal and State law, as do the inordinate amount of unsuccessful repair attempts to cure the same. Specifically, when you chose to bind our client to a written warranty limiting all remedies to repair or replacement of defective parts, you undertook the legal obligation to perform effective repairs within a reasonable opportunity. The inordinate amount of incompetent repairs within the applicable warranty period shows you failed to satisfy this obligation. Under basic principles of good faith, this means your limited remedy failed of its essential purpose and that you breached your warranties to our client. These acts caused harm for which our client intends to seek redress.

To avoid the need for litigation, we respectfully demand you take this vehicle back, return all funds paid towards the vehicle, cancel all applicable contracts, and provide compensation for the damages sustained to date, including mental anguish and our client's attorneys' fees pursuant to the fee-shifting provisions of the Texas Deceptive Trade Practices Act, the Magnuson-Moss Warranty Act and/or Lemon Law. The specific amount demanded herein for these damages totals \$27,404.67. In exchange for meeting this demand, our client will waive all loss of use and aggravation and inconvenience damages sustained to date.

## You are further hereby notified that should you force litigation, our client will seek treble damages against your company for its violations herein.

This letter also constitutes notice under U.C.C. § 2-711(3) of our client's security interest in the vehicle for return of the total amount above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client has the right to hold the vehicle and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. In addition, although our client requires return of the monies listed above before substitute goods can be acquired, our client reserves the right to mitigate all parties' damages by cover and reserves the right to claim such damages here. 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 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 our 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) for any loss caused our client by your failure. Please also consider this letter prior direct written notification pursuant to T.C.A. § 17.505 and of our client's intent to pursue a claim pursuant to said statute. If you desire an inspection pursuant to said provision, you are hereby directed to contact this office within sixty (60) days of the date of this letter. However, you are advised suit may be filed sixty-one (61) days after the sending of this letter, and earlier should the same be necessary to avoid the running of the statute of limitations.

In conclusion, we believe that an expedient resolution of this matter will save all parties significant time, money and effort. To this end, although we believe the above demands are reasonable, our client is willing to consider a diminution in value settlement, or any other similar suggestions that would result in an equitable and amenable resolution. We thus encourage you to contact our office at your earliest convenience with such an offer. Should you fail to do so in a timely manner, we will assume you do not desire an amicable resolution, and will then file a claim in a court of law seeking all actual and exemplary damages available.

Sincerely,

Noah D. Radbi

NR/cb

CC:

# MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT

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E	3) to 1/2.  Debt Cancellation Agreement Fee Paid to the Seller	\$ 844 \$ 144	process will not be affected by whether or not you buy thes insurance coverages or the debt cancellation agreement.
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	Uther Charges (Sees must Identify who is paid aids describe purpose.)		canceusion agreement, whichever penco ends later.  If the box next to a premium for an insurance coverage inducte above is marked, that premium is not fixed or approved by to
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#### FINANCE CHARGE AND PAYMENTS

- a. HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Gode. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365<sup>th</sup> of the Amount Percentage Rate. The unpaid portion of the Amount Financed does not include tate charges or return check charges.
- HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:
  - 1, earned but unpaid finance charge; and
  - 2. to anything else you owe under this agreement.
- c. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We based the Finence Charge, Total of Payments, and Total Sale, Price as it all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less), if you make your scheduled payments late, your Finance Charge will herease. We will sand you a notice telling you about these charges before the final scheduled payment is due.
- d. INTEREST AFTER MATURITY, If you do not pay all you owe when the final payment becomes due, or you do not pay all you owe if we demand payment in full under this contract, you will pay an interest charge on the amount that is still unpaid. That interest charge will be the higher rate of 18% par year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the first payment becomes due.
- TRANSFER OF RIGHTS. We may transfer this contract to another person.
   That person will then have all our rights, privileges, and remedies.
- f. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS: A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payment, other than the downpayment; that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee, if you refinance the balloon payment, your periodic payments will not be larger more often then the payments in this contract. The annual percentage rate in the new agreement will not be more than the harural Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

### YOUR OTHER PROMISES TO US

- a. USE AND TRANSPER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial yethicle). You will promptly tak us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the yethicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all fiens, and claims except those that secure this centract. You will timely pay all taxes, fines, or charges pertaining to the vehicle, You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it lifegetly. You must pay all you owe even if the vehicle is lost, daringed or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all fiens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- SECURITY INTEREST. To secure all that you owe on this contract and all your promises in it, you give us a security interest in;
  - The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
  - 2. All insurance proceeds and other proceeds received for the vehicle;
  - Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
  - Any rejunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The partificate of title must show our security interest in the vehicle.

d. AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical demans insurance povertion loss or demans to the vehicle for the term of this

- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES, if we get a returnd on insurance or service contracts, or other contracts included in the costs price, we will subtract if from which you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- h. APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

#### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- LATE CHARGE. You will pay us a late charge as agreed to in this contract when it accrues.
- . DEFAULT, You will be in default if:
  - 1. You do not pay any amount when it is due;
  - You give false, incomplete, or misleading information on a credit application;
  - You fire bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy.
  - it. You allow a judgment to be enlared against you or the collateral; or
  - 5. You break any of your promises in this agreement.
  - If you default, we can exercise our rights under this contract and our other rights under the law.
- c. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe at good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- d. REPOSSESSION. If you default, we may repossess the vehicle from you if we to so peacefully. If your vehicle, has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal tiems are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items alwithin 31 days from the day we mail or deliver the indice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
  - e. YOUR RIGHTTO REDEEM. If we take your vehicle, we will tell you have to pay to get it back. If you do not pay us to get the vehicle back, we can self it or take other action allowed by law. Your right to radigent ends when the vehicle is sold or we have entered into a contract for safe or accepted the collateral as full or partial satisfaction of a contract.
  - f. DISPOSITION OF THE VEHICLE. If you con't pay us to get the vehicle back, we can self-it or take other action allowed by law. We will send you nobbe at least 10 days before we self it. We can use the money we get from selfing it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selfing it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest, it we take or self the vehicle, you will give us the certificate of title and any other document required by state law to record trunsfer of title.
  - g. COLLECTION COSTS. If we hive an attorney who is not our employee to enforce this contract, you will pay reesonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
  - h. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain charges for insurance or service contracts or for services included in the dash price, if you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain retunds of unearned charges to reduce what you owe or repair the verticle. If the verticle is a total loss because it is damaged or stoten, we may claim benefits under these contracts and cancel them to obtain retunds of unearned charges to reduce what you owe.

### 4. INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

#### LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enlorce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay linearce charge or other aniforms that are more than the law allows. This provision pravalls over all other parts of this contract and over all our other acts.

#### SELLER'S DISCLAIMER OF WARRANTIES

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a

all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you go not pay this amount, we may repossess the vehicle and add that amount to the amount you own. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot controlle a finance charge on this amount.

- SECURITY INTEREST. To secure all that you owe on this contract and all your promises to its you give us a security little rest in:
  - The vehicle including all accessories and parts now or later attached and any other goods lineaced in this contract;
  - 2. All insurance proceeds and other proceeds received for the vehicle:
  - Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
  - Any refunds of charges included in this contract for insurance, or service contracts.

This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.

- d. AGREFIENT TO KEER VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this context. The insurance must cover our interest in the vehicle.
- OUR RIGHT TO RURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurence, we may buy injurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain critishars protection insurance, we will must notice to you'llust known address shown in our file.
- f. PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical-damage insurance proceeds to repair the vehicle, unleas we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use tiny proceeds from insurance to repair the vehicle; or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due, if your insurance on the, vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of uncarned charges to reduce what you owe.

### INTEGRATION AND SEVERABILITY CLAUSE

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not velid, all other parts stay valid.

### 5. LEGAL LIMITATIONS ON OUR RIGHTS

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a fawful way, You don't have to pay linance charge or other amounts that are more than the law above. This provision prevails over all other parts of this contract and over all our other acts.

#### SELLER'S DISCLAIMER OF WARRANTIES

Unless the sellar makes a written warrantly, or enters into a service contract within 90 days from the date of this contract, the seller makes no warrantles, express or implied, on the vehicle, and there will be no implied warrantles of merchantability or of litness for a particular purpose.

This provision does not affect any warrantles covering the vehicle that the vehicle manufacturer may provide.

- Used Car Buyers Guide. 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 centract of sele.
  - Spanish Translation: Guia para compradors de véhículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma-parte del presente contrato: La información del formulario de la ventanilla deja sin efecto toda disposición en contrato contenida en el contrato de venta.

### . APPLICABLE LAW

Federal and Texas law apply to this contract.

OTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST HE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT RERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL OF EXCEED AMOUNTS PAID BY THE DEBTOR MEREUNDER.

his PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

777 No. 553-TX 7/10

# APPLICATION FOR TEXAS CERTIFICATE OF TITLE SHADED AREAS ARE TO BE COMPLETED BY THE SELLER Type on object mean y in our

TYPE OR PRINT NE	The Party of the State of the S
TAX OFFICE USE ONLY	County Use Only
Tax Collector County Date Transaction Number	
	Make 4. Body Style Fig. SPV \$
1 Vehicle Identification Number 2 2 Year 3. 2012	DODGE CHARGER
5. Model CHARGER 6. Occometer Reselling 7. Empty Weight 8. Carrying	Capacity (be.) 9 Tonnage [] Appraisal Value 5
10, Thaller Type 11, Plate No. 12, Vahidia Unit No.	
14. Applicants/Owners Name(s)	
Address Out State Zin Code HOUSTON TX	County Nama
City, State. Zip Code 1100310N 17	Control of the state of the sta
(Renewal Notice Recipient)	
Address	Gounty Name
City, State. Zip Code	WALLES AND AND AND AND AND AND AND AND AND AND
City, State, Zic Corte	
15. Previous Owner's Norma HELEMAN RIVER OAKS CHRYSLER-JE) 4807 KIRBY DR HOUSTON TX 77098	15¢. GDN • Oczier Use Only
Address HOUSTON TX 77098	P-19969
THIS MOTOR VEHICLE IS SUBJECT TO	THE FOLLOWING FIRST LIEN
16. 1st Lien Date 1st Janholder Name ALLY FINANCIAL	18s. Slectronic Title Request? TYHS (18c cannot be checked)
02/02/2012 Address PO BOX 8102 COCKEYSVILLE MD 21030	18b. Certified (Jenholder ID No.: 38057251200
City. State, Zip Code	- And Working the Wall Land And Lead A Land Land
17, FOR CORRECTED TITLE.   Change in Vehicle Description   ViN   CHECK REASON(6)   Year   Make   Body Syle   Other	No Change in Add Remove Odometer Odometer  Ownership Lish Lish Brand Reading
18. ODOMETER DISCLOSURE - PECERAL AND STATE LAW REQUIRES THAT YOU STATE TH	e mileage upon transper of ownership. Failure to complete or
PROVIDING A SALSE STATEMENT MAY RESULT IN SINES AUDIOR MERISONMENT.	10
## (Name of Seller/Agent)	é that the odometer new reads (no tentra).
THE MILEAGE SHOWN IS A - Actual Mileage N - Not Actual Mileage WAI	INING - ODOMETER DISCREPANCY   [] X - Mileage Excesds Mechanical Limits
** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE S BOXES ABOVE	The state of the same of the s
MOTOR VEHICLE TA	X STATEMENT
19. CHECK ONLY IF APPLICABLE  I thoid Motor Vanicie Retalier's (Rental) Permit No.	and will satisfy the minimum tax liability (V.A.T.S., Tax Code, §152,046 (cl).
I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax	Will be a second of the second
20. DESCRIPTION OF VEHICLE Year Make Ver TRADED IN (Fany)	Ide Identification Number 20a. ADDITIONAL TRADE - INSP (Yhr)
21. SALES AND USE TAX COMPUTATION	S90 New Resident Tax - (Previous State)
XX Sales Price (s 500.00 rebets has been deducted) \$ 25498.00	\$5 Even Trade, Tax
(b) Less Trade - in Amount, Describe in Item 20 Above 3 ( N ) /	\$10 Gill Tex - Affidavit required. Use Comptroller Form 14-217,
(c) For Dealers/Lessors/Rental ONLY - Fair Market Value Deduction, Describe in from 20 Above S ( NY	S65 Robuils Salvage Fee
(d) Taxable Amount (Item a. minus Item b./item c.) 5 25498.00	
(e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) \$ 1593.b.	Exemption claimed under the Motor Vehicle Seles and Use Tex Lew Decause
(i) Tale (ax balueut behalf) [19/20] [10/4	· UV
(g) Tax Paid to (STATE) S N/	EN SUS A 200 METER VINGE FEET LOVI CONT. IL IONI C OF THE
(h) AMOUNT OF TAX AND PENALTY DUE \$ 1593.63 (Item e. plus Item f. minus Item g.)	Assertion State populs 100 insamination from and the state and seeds
	The state of the s
I HEREBY CERTIFY THAT ALL STATEMENT CORRECT TO THE BEST OF MY	S IN THIS DOCUMENT ARE TRUE AND KNOWLEDGE AND BELIEF.
	HELFMAN RIVER OAKS CHRYSLER-JEBP/02/2012
22.	PRINTED NAME (Same as signature) Page 1208/02/2012
	£3/63/2013
23.	PRINTED NAME (Same as signature) Date
RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS)	The second secon
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREIP AGREET MAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE, SHALL FROM THIS	SIGNATURE Date
DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE EURYIVOR.	
NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTE OF BURY/VORSHIP OWN/MRSHIP AGREEMENT FOR A MOTOR VOHICLE. FORM VTRM 22.	SIGNATURE Date
Missing Companies Code, \$501.155, provides that distribute from the phartier development is a timer of provided that distribute operations and the phartier development is a timer of provided that the phartier development is a timer of provided that the phartier operations are provided to the phartier operation of the phartier operation	sgree felony offensia punishabile by not many than tim (10) years in posion or not more than one (1) year in a

07/26/2019

HISTORY LISTING

3651

12:47:16

PAGE 1

CUSTOMER NAME :

SERIAL NO. : 3C3CDXBGSC: \_\_\_\_\_\_\_

R.O NO.

R.O DATE : 01/18/2013

R.O TYPE : S

MILEAGE : 11049

ADVISOR NO. : 284

JOB NUMBER : 1 OPERATION 40CHZ

OP. DESC. SUBLET

SALE TYPE ; W TECHNICIAN NO(S). 628

COMPLAINT : FIRST DAY RENTAL 1 DAY 35.00-

CAUSE

# FOR RO 717483

WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

26880303

COMMENTS : FIRST DAY RENTAL 1 DAY 35.00

OK THE RENTAL JL

R.O DATE : 01/18/2013

R.O TYPE : S

MILEAGE : 11049

ADVISOR NO. : 284

TOB NUMBER : 1 OPERATION 21CH2

OF. DESC. TRANS DIAG

BALE TYPE : W TECHNICIAN NO(S). 628

MOMPLAINT : CUSTOMER STATES WHEN STARTING THE CAR THIS MORNING DISPLAYED

SERVICE SHIPTER. WENT THROUGH THE GEARS SHUT OFF & RESTARTED

THEN MESSAGE WENT AWAY.

ORRECTION : SHE OTHER LINES

OB NUMBER : 2 OF BRATION DOCHZ

OP. DESC. LIGHT LINE

ALE TYPE ; W TECHNICIAN NO(S). 628

OMPLAINT : CUSTOMER STATES SHIELD BY THE RIGHT REAR TIRE BROKE OFF

HAS IT SECURED BY A TIE STRAP FOR NOW

DERECTION : UNABLE TO REINSTALL BROKEN BOLT, CAR REEN HIT UNDER

DB NUMBER : 3 OPERATION SOCHZ

LE TYPE : C TECHNICIAN NO(S). 628

MPLAINT : PERFORM LUBE OIL AND FILTER CHANGE.

USE : SCHEDULED MAINTENANCE.

RRECTION : Oil & Filter Change W/ Lube 3.6L 2012

OP, DESC. ELECTRICAL DIAG

OF, DESC. \*LUBE OIL AND FILTER

E NUMBER : 4 OPERATION OSCHE LE TYPE : W TECHNICIAN NO(S). 391

MPLAINT : CUSTOMER STATES SERVICE SHIFTER CAME ON THE DASH

RRECTION : TIGHTEN FIN CONNECTIONS

TMENTS : FIRST DAY RENTAL 1 DAY 35.00

YO INV

YC CLOSED

07/26/2013 HISTORY LISTING 3651 PAGE 2 12:47:16 R.Q DATE : 01/03/2013 R.O TYPE : S MILEAGE : 10702 ADVISOR No. : 284 OP. DESC. SUBLET JOB NUMBER : 1 OPERATION 40CHZ SALE TYPE ; W TECHNICIAN NO(S). 629 COMPLAINT : FIRST DAY RENTAL 1 DAY 35.00 CAUSE : FOR RO CORRECTION : RENTAL WARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. 08197701 COMMENTS : FIRST DAY RENTAL 1 DAY 35.00 OK THE RENTAL JL R.O TYPE : S 3,0 MO. : R.O DATE : 01/03/2013 MILEAGE : 10702 ADVISOR NO. : 284 TOE NUMBER : 1 OPERATION 21CHZ OP. DESC, TRANS DIAG MALE TYPE : W TECHNICIAN NO(S). 628 CMPLAINT : CUSTOMER STATES WILL NOT SHIPT INTO PARK AUSE : SHIFTER AND MODULE INTERNAL FAILURE WORT COME OUT OF PARK. DRRECTION : REPLACE SHIFTER AND MODULE. ARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO. 21751321 21010336 XMMENTS : SLOT 30 OK SHIFTER AND MODULE-DR-1-8-13 MO 10702 YC INV DA . CLCSED JOB 1, TECH 628, PART RETURNED SHIPTER & MODULE, 1-9-13, RCO R.O DATE : 01/03/2013 R.O TYPE : S MILEAGE : 10702 ADVISOR NO. ; 284 NUMBER : 1 OPERATION OSCHZI OP. DESC. RECALL E TYPE : W TROHNICIAN NO(S). 628 PLAINT : M30 REPROGRAM FOM AND TOM 04275086AD GE : RECALL M30 RECTION : PERFORM RECALL MGC PROGRAM PCM/TCM.

RANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

08M30182

HISTORY LISTING 07/26/2013 3651 12:47:16 COMMENTS : SLOT 30 R.O NO. 1 R.O DATE : 09/28/2012 R.O TYPE : Q MILEAGE : 7551 ADVISOR NO. : 990 JOB NUMBER : 1 OPERATION COCHZOIA OP. DESC. \*5 OT LUBE OIL FILT SALE TYPE : C TECHNICIAN NO(8). 968 CAUSE : SCHEDULED MAINTENANCE. CORRECTION : Oil & Filter Change W/ Lube 3.6L 2012 OP. DESC. \*REPLACE 2 WIPERS JOB NUMBER : 2 OPERATION COCHECTA SALE TYPE : C TECHNICIAN NO(S). 968 COMPLAINT : REPLACE 2 WIPER BLADES. : WORN. CAUSE CORRECTION : REPLACED 2 WIPER BLADES, COMMENTS ; 31.95 LOF+WIPERS DA-INV DA-CLOSED R.O DATE : 08/16/2012 R.O TYPE : 5 MILEAGE | 50531 ADVISOR NO. : 650 TOB NUMBER : 1 OPERATION OSCHIZ OP. DESC, ERAKE DIAG. HALE TYPE : W TECHNICIAN NO(S), 279 COMPLAINT : COSTOMER STATES THAT WHEN BRAKES ARE APPLIED IN THE MORING, THEY SEEM TO LOCK UP. AUSE : NO PROBLEM FOUND=COULD NOT DUPLICATE AT THIS TIME

DB NUMBER : 2 OPERATION 23CH2 OF, DESC. BODY/TRIM DIAG.

ALE TYPE : W TECHNICIAN MC(s), 594

MPLAINT : CUSTOMER STATES THAT THERE IS A RATTLEING IN CENTER DASH

ABOVE RADIO.

LUSE : INSTRUMENT PANEL BEREL AND CLIPS CREAK/RATTLE WHEN

DRIVING.

RRECTION : REMOVED AND REINSTALLED INSTRUMENT PANEL BEZEL TO FOAM

INSULATE BEZEL AND CLIPS.

RRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

23194000

AMENTS : CUSTOMER WANTS IT BY 3 8/15/12

OK LINE 2 -OG-TIME FOR TECH-594--DR 08-16-13

DA~INV

O. : R.O DATE : 08/15/2012

R.O TYPE ; P

Mileage : 60531

ADVISOR NO. : 495

07/Z6/2013 HISTORY DISTING 3651 12:47:16 PAGE 4

JOS NUMBER : 1 OPERATION SICHZADD OF DESC. ADD/ON

SALE TYPE : I TECHNICIAN NO(6). 594 COMPLAINT : ONE TUBE OF TOUCH UP PAINT PX8.

COERECTION : TOUCH UP PAINT BILLED TO NEW CAR DEPT.

COMMENTS : CUSTOMER WANTS IT BY 3 8/15/12

R.C NO. : R.O DATE : 08/14/2012 R.O TYPE : S MILEAGE : 65:9 ADVISOR NO. : 650

JOS NUMBER : 1 OPERATION OSCHIZEG OF. DESC. RECALL

SALE TYPE : W TECHNICIAN NO(8). 279

COMPLAINT : MIO ABS/ESC WIRING 68183950NA RECALL

CORRECTION : PERFORMED M-10

MARRANTY : CLAIM NO. OPERATION NO. CLAIM NO. OPERATION NO.

06M10182

JOB NUMBER : 2 OPERATION 04CHZ OP, DESC. DRIVEABILITY DIAG

SALE TYPE : W TECHNICIAN NO(S). 279

COMPLAINT : CUSTOMER STATES ONLY IN MORNING BRAKES LOCK UP WHEN TRYING

TO STOP

Ange t

MORRECTION : SEE R.O.#

IGB NUMBER : 3 OPERATION 23CHZ OP. DESC. BODY/TRIM DIAG.

MALB TYPE : W TECHNICIAN NO(S). 594

COMPLAINT : CUSTOMER STATES THAT THERE IS A RATTLEING IN CENTER DASH

AREA ~~RIGHT ABOVE RADIO

MORRECTION : SEE A.O.

OMMENTS : CUSTOMER WANTS IT BY 3 8/15/12

DA-INV

.0 No. : R.O DATE : 02/04/2012 R.O TYPE : P
MILEAGE : 15 ADVISOR No. : 641

DE NUMBER : 1 OPERATION 61CHZ OP. DESC. PDI

ALE TYPE : I TECHNICIAN NO(S). 205

OMPLAINT : PDI ORRECTION : PDI

B NUMBER ; 2 OPERATION 61CHZEWG OF. DESC. STATE, GAS, STAR SCAN

ALT TYPE : I TECHNICIAN NO(S). 205 MPLAINT : STATE, GAS AND STARSCAN

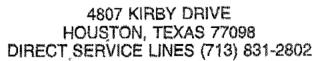
RRECTION : ST.INSP.# Q00445223, SET OPTIONS, ROAD TESTED.

>>

07/26/2013 HISTORY LISTING 36S1 12:47:16 PAGE 5

COMMENTS : PDI AND STATE







				CELL	
ZISTOMER NO.	CHRIS PATTERSON	650 MAG NO.	90P	08/16/12	CHCS700845
HARLE THE STATE OF	LABOR PATE LICENSE NO.	MILEAGE		BLACK CLEAR	5700XNO CH168788
	YEAR/MAKE/MODEL 12/DODGE/CHARGER/CH	ADCED VE D		02/02/12	DELIVERY MILES 10
INCTON TY	VEHICLE LO. NO.		3017	SELLING DEALER NO.	PACIDUCTION DATE
HOUSTON, TX	2 C 3 C D X B G 5 C	H		R. O. DATE	
The state of the s	COMMENTS			08/14/12	Was a service of the
ADAS O DARKE		PERSONAL PROPERTY OF THE PERSON NAMED IN CONTRACT OF THE PERSO	patriolis de la company de la company de la company de la company de la company de la company de la company de	Mar despending = 20% to	MO: 6519 SE OR BAMAGE TO GARS ON
ABOR & PARTS  RECALL  MIO ABS/ESC WIRING 68183960AA RECALL  PERFORMED M-10	TECH(S):279		IABRANTÝ (	ARTICLES LEFT IN CARS IN I OTHER CAUSE BEYOND O DELAYS CAUSED BY UNA	Dase of Pibe. Theft or any ur control, or for any uvaluality of paths or inter by the supplier or
PARTSQTYFP.NUMBERDESCR DDB # 1 1 68183960-AA WIRIN	IPTIONLIST PRICE-UNI G KI 8015008 JOB # 1 TOTA	1	ARRANTY 0.00	DEALER CODE REPAIR 1	REPAIR 2 REPAIR 3
J# 2.04CHZ DRIVEABILITY DIAG CUSTOMER STATES ONLY IN MORNING B TO STOP	JOS # 1 TOTAL LABOR TECH(S):279 RAKES LOCK UP WHEN TRYING		0.00 VARRANTY	GEARS AUTHOR REVIEW SOURCE	PARIS PARIS OT PARIS
SEE R.O.#701117					
PARTSQTYFP-NUMBERDESCR	IPTIONLIST PRICE-UNI JOB # 2 TOTA	T PRICE- L PARTS	0.00	L TOTAL TOTAL	COMMUNICATION CO
	JOB # 2 TOTAL LABOR	& PARTS	0.00	DATE AND AN EADE AT	THE OF VEHICLE RELEASE
J# 3+23CHZ BODY/TRIM DIAG Added Operation (PATTERSONC @ 08/14/2012 17:0 CUSTOMER STATES THAT THERE IS A R AREA - RIGHT ABOVE RADIO SEE R.O.#701117	2)		VARRANTY (	MO. DAY YR. TOTAL LABORI PRO RATA PEHGENT	AULEAGE
PARTSQTYFP.NUMBERDESCR	IPTIONLIST PRICE-UND	T PRICE-	0.00		
	JOB # 3 TOTA		0.00		
	JOB # 3 TOTAL LABOR	& PARTS	0.00	TOTA	L GLAM
COMMENTSCUSTOMER WANTS IT BY 3 8/15/12	< - V - 1 V A F - 7 L U + - 1 L L 1 L U L 1 U				
VA.IAV					TALLED PARTS DINLEAGE   ORIGINAL R.O., NO.
	•			MO. DAY YR. OMET	the same of the sa
				VIETING DWNER	CROSS REFERENCE NO.
				ANY WARRANTIES ON THE THOSE MADE BY THE MY PRESSIV DISCLAIMS ALL WORKER CARS DISCLAIMS ALL WORKER CARS REPORT OF BY THE POSE, AND PIVER OANS CHITCH ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO ASSIME FOR MATTO	Whiterpression and furth to be done used and hembly think you andow operate the bit or truck haselin are alsowned for the purpose of opinion mechanics from the debuy which is social the amount of the charges as outlined on this to the charges as outlined on this

2013-07-30 23:26



# RIVER OAKS CHRYSLER-PLYMOUTH-JEEP



STOWER NO.	CHRIS	PATTE				TAG NO					0.000.00
			RSON		650	EAGE	90P	OS/ COLOR	16/12		00845
	LABOR RATE		LIGHNAH NK	).	Mic		6,519	BLACK		CH168	
	12/DOL	/ MODEL GE/Ch	ARGER,	/CHAI	RGER	V6	RWD	02/	2/12	DELIVERY	MICES 10
DUSTON, TX	VEHICLE LO.	NO.	X B G		THE PERSON	habannara (14	ABAMATT PROPERTY AND ADDRESS OF THE	SELLING DEA		PRODUCT	ON DATE
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	COMMENTS				-	40.46.Hame =	***************************************	08/	14/12		***************************************
		-	·///		Wak	*********	T THE STATE OF THE	y			10: 651
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L REPAIRS WERE EXPLAINED TO ME.			TOTA	L TAX.	****		0.00			PPROPRIATE E	
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ok an appointment on line at, www.riveroaksch d receive 10% off your visit	ryler.com							PARTS	<u> </u>	LABOR	TOTAL
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								OR IMPLIES	sclaims a <u>ll</u> D. Inclinding	WARRANTIES, ANY IMPLIED	ETTHER EXPRE
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Office of the General Counsel Chrysler Group, LLC 1000 Chrysler Drive CIMS 485-12-32 Auburn Hills, MI 48326-2766

### WEISBERG & MEYERS, LLC

### ATTORNEYS FOR CONSUMERS

5025 NORTH CENTRAL AVE, #602 PHOENIX, ARIZONA 85012 602-445-9819 888-595-9111 (TOLL FREE) 866-565-1327 FACSIMILE

WWW.ATTORNEYSFORCONSUMERS.COM

EXTENSION: 275

WRITER LICENSED IN:

E-MAIL: NOAH.RADBIL@ATTORNEYSFORCONSUMERS.COM

TEXAS

August 19, 2013

Office of the General Counsel Chrysler Group, LLC 1000 Chrysler Drive CIMS 485-12-32 Auburn Hills, MI 48326-2766

Re:

Our Client:

Your Client:

Vehicle: VIN:

Our File Number:

v. Chrysler Group, LLC

Chrysler Group, LLC 2012 Dodge Charger

2C3CDXBG5CH

Dear Sir/Madam:

Chrysler Group LLC was first given notice of our client's claims on or about August 5, 2013. Despite the passage of two weeks, we have not been able to reach a resolution.

We would prefer to resolve this matter amicably without having to initiate litigation. Should you wish to enter a negotiated settlement to our client's claims and avoid further expense, please contact us as soon as possible. We will delay the filing of our client's complaint appropriately to that end.

Sincerely,

Noah D. Radbil

NR/cb

AUG 2 7 2013

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C. Chrysler Group LLC Office of the General Counsel

AUG 26 2013

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ENCLOSURE 4
LEGAL CLAIMS



Service of Process Transmittal

04/24/2013

CT Log Number 522591673

TO: Melissa Gravlin

Chrysler Group LLC

Office Of General Counsel, 1000 Chrysler Drive

CIMS:

Auburn Hills, MI 48326-2766

RE: Process Served In New Jersey

FOR: Chrysler Group LLC (Domestic State: DE)

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

f. vs. Chrysler Group LLC, Dft.

DOCUMENT(S) SERVED: Summons, Attachment(s), Case Information Statement, Complaint, Jury Demand,

Certification(s), Designation(s), Exhibit(s)

COURT/AGENCY: Ocean County Superior Court - Law Division, NJ

Case #

NATURE OF ACTION: Product Liability Litigation - Manufacturing Defect - Failure to repair the new 2011

Dodge Charger, Vin# 2B3CL3CG9BH

ON WHOM PROCESS WAS SERVED: The Corporation Trust Company, West Trenton, NJ

DATE AND HOUR OF SERVICE: By Process Server on 04/24/2013 at 13:35

JURISDICTION SERVED: New Jersey

APPEARANCE OR ANSWER DUE: Within 35 days, not counting the date you received it

ATTORNEY(S) / SENDER(S): Jacqueline C. Herritt, Esquire

Kimmel & Silverman, P.C. Executive Quarters 1930 E. Marlton Pike Suite Q29

Cherry Hill, NJ 08003 856-429-8334

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/24/2013, Expected Purge Date:

04/29/2013 Image 50P

SIGNED: The Corporation Trust Company

PER: Marc Ambrosino
ADDRESS: 820 Bear Tavern Road

3rd Floor

West Trenton, NJ 08628

TELEPHONE: 609-538-1818

Page 1 of 1 / JT

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

### APPENDIX XII. SUMMONS AND CIVIL CASE INFORMATION STATEMENT (CIS)

### APPENDIX XII- A. SUMMONS

Attorney(s):

JACQUELINE C. HERRITT, ESQUIRE

Address:

**Executive Quarters** 

1930 E. Marlton Pike, Suite Q29

Cherry Hill, NJ 08003

Telephone No.: 856-429-8334 Attorney(s) for Plaintiff(s)

Plaintiff(s)

vs.

Chrysler Group LLC

. Defendant(s)

SUPERIOR COURT OF NEW JERSEY LAW DIVISION OCEAN COUNTY

DOCKET NO. CIVIL ACTION

Summons

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 Treasurer, State of New Jersey 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 of \$135.00 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 offices 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

Jennifer M. Perez Acting Clerk of the Superior Court Clerk

Dated: April 24, 2013

Name of Defendant to be Served: Chrysler Group LLC

Address of the Defendant to be Served:

### ATLANTIC COUNTY:

Deputy Clerk of the Superior Court Civil Division, Direct Filing 1201 Bacharach Blvd., First FL Atlantic City, NJ 08401 LA WYER REFERRAL (609) 345-3444 LEGAL SERVICES (609) 348-4200

#### BERGEN COUNTY:

Deputy Clerk of the Superior Court Case Processing Section, Room 119 Justice Center, 10 Main St. Hackensack, NJ 07601-0769 LAWYER REFERRAL (201) 488-0044 LEGAL SERVICES (201) 487-2166

#### **BURLINGTON COUNTY:**

Deputy Clerk of the Superior Court Central Processing Office Attn: Judicial Intake First FL, Courts Facility 49 Rancocas Rd. Mt. Holly, NJ 08060; LA WYER REFERRAL (609) 261-4862 LEGAL SERVICES (609) 261-1088

#### CAMDEN COUNTY:

Deputy Clerk of the Superior Court Civil Processing Office 1st Fl., Hall of Records 101 S. Fifth St. Camden, NJ 08103 LA WYER REFERRAL (856) 964-4520 LEGAL SERVICES (856) 964-2010

#### CAPE MAY COUNTY:

Deputy Clerk of the Superior Court 9 N. Main Street Box DN-209 Cape May Court House, NJ 08210 LAWYER REFERRAL (609) 463-03 13 LEGAL SERVICES (609) 465-3001

#### **CUMBERLAND COUNTY:**

Deputy Clerk of the Superior Court Civil Case Management Office Broad & Fayette Sts., P.O. Box 615 Bridgeton, NJ 08302 LA WYER REFERRAL (856) 692-6207 LEGAL SERVICES (856) 451-0003

### **ESSEX COUNTY:**

Deputy Clerk of the Superior Court 50 West Market Street Room 131 Newark, NJ 07102 LA WYER REFERRAL (973) 622-6207 LEGAL SERVICES (973) 624-4500

#### **GLOUCESTER COUNTY:**

Deputy Clerk of the Superior Court Civil Case Management Office Attn: Intake First Fl., Court House I North Broad Street, P.O. Box 129 Woodbury, NJ 08096 LA WYER REFERRAL (856) 848-4589 LEGAL SERVICES (856) 848-5360

### HUDSON COUNTY:

Deputy Clerk of the Superior Court Superior Court, Civil Records Dept. Brenuan Court House<sup>n</sup>] st Floor 583 Newark Ave. Jersey City, NJ 07306 LAWYER REFERRAL (201) 798-2727 LEGAL SERVICES (201) 792-6363 HUNTERDON COUNTY:

Deputy Clerk of the Superior Court Civil Division 65 Park A venue Flemington, NJ 08822

MERCER COUNTY:

Deputy Clerk of the Superior Court Local Filing Office, Courthouse 175 S. Broad Street, P.O. Box 8068 Trenton, NJ 08650

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court Administration Building Third Floor 1 Kennedy Sq., P.O. Box 2633 New Brunswick, NJ 08903-2633

MONMOUTH COUNTY:

Deputy Clerk of the Superior Court Court House 71 Monument Park P.O. Box 1269 Freehold, NJ 07728-1269

MORRIS COUNTY:

Deputy Clerk of the Superior Court Civil Division 30 Schuyler PL, P.O. Box 910 Morristown, NJ 07960-0910

OCEAN COUNTY:

Deputy Clerk of the Superior Court Court House, Room 119 118 Washington Street Toms River, NJ 08754

PASSAIC COUNTY:

Deputy Clerk of the Superior Court Civil Division Court House 77 Hamilton St. Paterson, NJ 07505

SALEM COUNTY: .

Deputy Clerk of the Superior Court 92 Market St., P.O. Box 18 Salem, NJ 08079 LA WYER REFERRAL (908) 735-2611 LEGAL SERVICES (908) 782-7979

LA WYER REFERRAL (609) 585-6200 LEGAL SERVICES (609) 695-6249

LA WYER REFERRAL (732) 828-0053 LEGAL SERVICES (732) 249-7600

LA WYER REFERRAL (732) 431-5544 LEGAL SERVICES (732) 866-0020

LA WYER REFERRAL (973) 267-5882' LEGAL SERVICES (973) 285-6911

LAWYER REFERRAL (732) 240-3666 LEGAL SERVICES (732) 341-2727

LA WYER REFERRAL (973) 278-9223 LEGAL SERVICES (973) 345-7171

LA WYER REFERRAL (856) 935-5628 LEGAL SERVICES (856) 451-0003

### SOMERSET COUNTY:

Deputy Clerk of the Superior Court Civil Division Office New Court House, 3rd FL P.O. Box 3000 Somerville, NJ 08876

### SUSSEX COUNTY:

Deputy Clerk of the Superior Court Sussex County Judicial Center 43-47 High Street Newton, NJ 07860

### UNION COUNTY:

Deputy Clerk of the Superior Court 1st Fl., Court House 2 Broad Street Elizabeth, NJ 07207-6073

### WARREN COUNTY:

Deputy Clerk of the Superior Court Civil Division Office Court House 413 Second Street Belvidere, NJ 07823-1500 LAWYER REFERRAL (908) 685-2323 LEGAL SERVICES (908) 231-0840

LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 383-7400

LA WYER REFERRAL (908) 353-4715 LEGAL SERVICES (908) 354-4340

LA WYER REFERRAL (908) 267-5882 LEGAL SERVICES (908) 475-2010



# CIVIL CASE INFORMATION STATEMENT (CIS)

FOR USE BY CLERKS OFFICE ONLY							
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CHG/ CK NO.							
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OVERPAYMENT:							
BATCH NUMBER:							

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ATTORNEY/PRO SE	ENAME		TELEPHONE NUMBER	R	COUNTY OF VENUE			
Jacqu	eline C. Herritt, Esq.		(856) 429	-8334 ·		Ocean	County	
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RELATED CASES PENDING? IF YES, LIST DOCKET NUMBERS								
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DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)?				T'S PRIMAR'	Y INSURANCE CO	OMPANY, IF	KNOWN	NONE
_	YES 🔯 NO						×	UNKNOVIN
T	THE INFORMATION PRO	VIDE	D ON THIS FOR	M CANNOT	BE INTRODUC	CED INTO	EVIDENCE,	
	ISTICS FOR PURPOSES OF DETER				ION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP?			IF YES, IS THAT RELATIONSHIP:  ☐ EMPLOYER—EMPLOYEE ☐ FRIEND/NEIGHBO			<b>२</b>	OTHER (explain)	
☐ YES ☑ NO			FAMILIAL BU					
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FE				OF FEES BY TH	IE LOSING PARTY?		∑ YE\$	NO _
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:								
Disposition.								
1								
DO YOU C	SE IDENTIFY THE REQ	UESTED ACCO	MODATION					
YES THE	MAT LANCHAGES							
WILL AN INTERPRETER BE NEEDED?			IF TES, FUR V	VHAT LANGUAGE?				
l	I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and							
will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).								
ATTORNEY SIGNAT	TURE: WY WLLE		- Ush					

Effective 05/07/2012, CN 10517-English

### SIDE 2

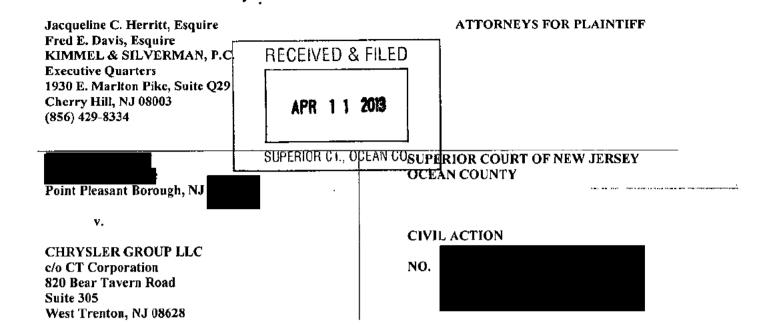


### CIVIL CASE INFORMATION STATEMENT

(CIS)
Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track 1 —	- 150 days' discovery NAME CHANGE							
175	FORFEITURE							
302	TENANCY							
399	REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)							
502	BOOK ACCOUNT (debt collection matters only)							
505	OTHER INSURANCE CLAIM (INCLUDING DECLARATO	RY JUDGMEN	NI ACTIONS)					
506	PIP COVERAGE							
510	UM or UIM CLAIM							
511	ACTION ON NEGOTIABLE INSTRUMENT							
512 801	LEMON LAW SUMMARY ACTION							
802	OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)							
999	OTHER (Briefly describe nature of action)							
Track 2	- 300 days' discovery							
305	CONSTRUCTION							
509	EMPLOYMENT (other than CEPA or LAD)							
599	CONTRACT/COMMERCIAL TRANSACTION							
603N	AUTO NEGLIGENCE - PERSONAL INJURY (non-verba	threshold)						
603Y	AUTO NEGLIGENCE - PERSONAL INJURY (verbal three							
605	PERSONAL INJURY							
610	AUTO NEGLIGENCE - PROPERTY DAMAGE	•						
621	UM or UIM CLAIM (included bodily injury)							
699	TORT - OTHER							
	- 450 days' discovery							
005	CIVIL RIGHTS							
301 602	CONDEMNATION ASSAULT AND BATTERY	•						
604	MEDIAÇAL MALPRACTICE							
606	PRODUCT LIABILITY							
607	PROFESSIONAL MALPRACTICE							
608	TOXIC TORT							
609	DEFAMATION							
616	WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PR	OTECTION AC	CT (CEPA) CASES					
617	INVERSE CONDEMNATION							
618	LAW AGAINST DISCRIMINATION (LAD) CASES							
	Active Case Management by Individual Jud		ys' discovery					
156	ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LIT	IGATION						
303	MT. LAUREL							
508	COMPLEX COMMERCIAL							
513	COMPLEX CONSTRUCTION							
514	INSURANCE FRAUD FALSE CLAIMS ACT							
620 701	ACTIONS IN LIEU OF PEROGATIVE WRITS							
701	ACTIONS IN LIEU OF FEROGATIVE WATER							
Central	lly Managed Litigation (Track IV)							
285	STRYKER TRIDENT HIP IMPLANTS	291	PELVIC MESH/GYNECARE					
288	PRUDENTIAL TORT LITIGATION	292	PELVIC MESH/BARD					
289	REGLAN	293	DEPUY ASR HIP IMPLANT LITIGATION					
290	POMPTON LAKES ENVIRONMENTAL LITIGATION	295 623	ALLODERM REGENERATIVE TISSUE MATRIX PROPECIA					
Mace T	ort (Track IV)	•						
248	CIBA GEIGY	281	BRISTOL-MYERS SQUIBB ENVIRONMENTAL					
266	HORMONE REPLACEMENT THERAPY (HRT)	282	FOSAMAX					
271	ACCUTANE	283	DIGITEK					
274	RISPERDAL/SEROOUEL/ZYPREXA	284	NUVARING					
275	ORTHO EVRA	286	LEVAQUIN					
277	MAHWAH TOXIC DUMP SITE	287	YAZ/YASMIN/OCELLA					
278	ZOMETA/AREDIA	601	ASBESTOS					
279	GADNOLINIUM							
	If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.							
•		utative Class	Action					
•								



### **COMPLAINT**

- 1. Plaintiff, is an adult individual citizen and legal resident of the State of New Jersey, Point Pleasant Borough, NJ
- 2. Defendant, Chrysler Group LLC, 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 May 14, 2011, Plaintiff purchased a new 2011 Dodge Charger, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 2B3CL3CG9BH
- 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 \$28,720.00. 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. The vehicle was returned to the dealership on five (5) separate occastions (06/04/11 1928 miles; 08/10/11 3959 miles; 01/23/12-9536 miles; 01/09/13-22430 miles; 01/29/13 23234 miles) to have repairs made to the radio and speaker. A true and correct copy of the repair invoices are attached hereto, made a part hereof and marked Exhibit "B".
- 11. Repair attempts were made to the Transmission on three (3) separate occasions (01/23/12 9536 miles; 01/09/13-22430 miles; 02/13/13-23234 miles. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".
- 12. Repair attempts were made to the engine/stalling and no start condition on 11/26/11 at 7406 miles and 12/19/12 at 21,943 miles. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D"

- 13. Additional repair attempts were made to the following vehicle components: abnormal headrest vibration; inoperable door locks; phone; door handles; ABS system; seats; dash squeak; loose spoiler and key battery.
- 14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

# COUNT I NEW JERSEY MOTOR VEHICLE WARRANTY ACT

- 15. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
  - 16. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.
  - 17. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.
- 18. Buhler Dodge, Eatontown, 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.
- 19. On or about May 14, 2011, Plaintiff 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.
- 20. 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). 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.
- 21. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.
  - 22. 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.
- 23. 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 24,000 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.
- 24. 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.
- 25. 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.
- 26. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.
- 27. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

- 28. 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 N.J.S.A. 56:12-29 et seq.
- 29. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.
- 30. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks 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, 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

- 31. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
- 32. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.
- 33. 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).
  - 34. Plaintiff is a "Consumer" as defined by 15 U.S.C. §2301(3).
- 35. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).
  - 36. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).
- 37. 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.

- 38. 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.
- 39. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.
  - 40. 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.

- 41. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.
- 46. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

47. 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 UNIFORM COMMERCIAL CODE

- 48. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.
- 53. 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.

KIMMEL & SILVERMAN, P.C.

Rv

JACQUELINE O'HERRITT, ESQUIRE

Attorney for Plaintiff

**Executive Quarters** 

1930 E. Marlton Pike, Suite Q29

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.

JACQUELINE C. MERRITT, 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.

JACQUELINE C. HERRITT, 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

KIMMEL & SILVERMAN, P.C.

y: \tallet

ĮACQUELINE CMĘRRITT, ESQUIRE

Attorney for Plaintiff

#### **DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Fred E. Davis is designated as trial counsel for plaintiff, and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state

KIMMEL & SILVERMAN, P.C.

JACQUELINE C. HERRICT, ESQUIRE

Attorney for Plaintiff

Motor Vehicle	ILEK	☐ <sup>IX</sup> BUHLER DODGE	7-
Retail Order 105 Highway 36		BUHLER FORD	,
New Used Eatontown, NJ 0	7724	☐ BUHLER MITSUBISHI	
Tel: 732-544-551		www.buhlerdodge.com	
Fax: 732-542-23	44		•
CUSTOMER	·	DATE 05/14/11 STOCK D42869	
	Pleasant Bea		
ADDRESS	<u> </u>	City Suite Zip	<del>.</del>
	WORK PHONE	E-MAIL	
D. L. #		OC. SEC. # D.O.B. SALES TODAY	
ENTER ORDER FOR 2011 Dodge CHAR		OR DOOR SEDAN REP. JOHN V	
BODY TYPE COLOR Brillian	t Miles 152	MODEL SERIAL NO. 2 B 3 C L 3 C C G B F	
INTERIOR TRIM COLOR Cloth Low-Back Bu	ucket Seats Bl	IF A NEW VEHICLE SALE OR LEASE	12 - 14
Prior to Delivery of the vehicle listed above, co		<ul> <li>The only warranties applying to this vehicle are those offered by</li> </ul>	
one of the following and so advise dealership:  * Cash Purchase * Finance Purchase	1 1 1 1 1 1 1 1 1 1 1 1	manufacturer. Dealer sells/leases this vehicle "as is" and he disclaims all warranties, either express or implied, including	
IF A CREDIT SALE, REQUIRED INFORMAT	TON CONTAINED	implied warranties of merchantability and fitness for a particular	pur-
ON A SEPARATE DISCLOSURE STATEM PART OF THIS ORDER.	ENT IS MADE A	pose. Any liability of dealer with respect to defects or malfunction this vehicle including, without limitation, those which pertain	ns ol
IF A LEASE, COMPLETE DISCLOSURE OF A	LL LEASE TERMS	performance or safety, (whether by way of "strict liability," based I	upon
AND CONDITIONS IS CONTAINED ON A S CONTRACT.	EPARATE LEASE	dealer's negligence, or otherwise), is expressly excluded	and
TO BE DELIVERED ON OR ABOUT		customer hereby assumes any such risks. The manufactur warranty is not affected by this disclaimer of warranties by dealer	. er 8 01.
Price of Unit	28,720.00		
Additional Equipment (options)		☐ This vehicle is sold/leased "as is" and dealer hereby expre-	essly
		disclaims all warranties, either express or implied, including implied warranties of merchantability and fitness for a particular	
		pose. Any liability of dealer with respect to defects or malfunction	ns o
		this vehicle including, without limitation, those which pertal performance or safety, (whether by way of "strict liability," based in	
		dealer's negligence, or otherwise), is expressly excluded	
		customer hereby assumes any such risks.	• .
		☐ The only dealer warranty on this vehicle is the limited war	rant
		which is issued with and made a part of this order form.	
		ALL USED VEHICLE SALES-DEALER'S OBLIGATION	
Protect Etch (Optional)	\$99. 00	The laws of New Jersey require Motor Vehicle Dealers to mak necessary repairs, without charge, or return the full purchase price.	ce (i
IF A LEASE, THE FOLLOWING		a sale) to the customer in the event a used vehicle sold and intel	ndec
MONTHLY PAYMENT AMOUNT \$		to be registered in this State falls to meet State Inspection Stand for the issuance of a certificate of approval due to a defect that is	
TERM:MONTHS		the result of the customer's own act. The undersigned, before enti-	
I MILEAGE PER YEAR		into this contract, has been informed of dealer's obligation above	end
CASH DUE AT DELIVERY \$		agrees to have the used vehicle inspected within 14 days from issuance of the permanent registration for such vehicle.	1 876
IF A PURCHASE, THE FOLLOWING	APPLY:	X X	
TOTAL PRICE OF VEHICLE	28, 81 ): 60	WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)	
Less Trade-in	16,000.00	The undersigned, has read and understood the above Dealer's Obliga	
		and does hereby WAIVE AND RELEASE the DEALER'S OBLIGATION	ON to
TOTAL TAXABLE AMOUNT	12.61	make repairs without charge or return the full purchase price (if a sale)  Yehlde fails to meet State Inspection Standards for the Issuance	
State Sales Tax	897.93	certificate of approval, unless the cause for the vehicle's rejection is an	item
AUSO (New Sex Land Leep S) 50 per News (no.)		Writch is covered by New Jersey's Used Car Lemon/Warranty Law 1995, Chpt. 373).	(P.L.
Tri Vin	\$8. 30	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
N.J. Supplemental Titling Fee	- 1/4	TRADE-IN DESCRIPTION AND ALLOWANCE	
Registration/Title Fee (Estimated)		2008 Mayda CV-0	
(See paragraph 15 on reverse side)	409.00	THE PROPERTY OF THE PARTY OF TH	
Documentary	A STATE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR	Oblidi IVO.	4/
Fee: Clerical Expense \$180.00 Document Delivery Service \$95.00	\$275.00	Trade-in Value 16,000.00 Date of 05/1	
(See paragraph 16 on reverse side)			
NET-PAY-OFF ON TRADE-IN	11,531.93	EXHIBIT nk Of America	<del></del>
		PLAINTIFF'S 4,465.07  IN OF America	
		\$	



Buhler Dodge 105 Route 36 Eatontown, NJ 07724 732.544.5515

#### Repair Order 126005

Service Advisor: Kyle Warrein Started: 06/04/11 1:11 PM Completed: 07/18/11 1:36 PM Princips: 1 WAITING

Priority: 1 WAITING Appointment: 136140

R509 Version MPK2.75.003

Customer 28430	{	Vehicle	1	Serv	Service History			
	2011 Dodge (	CHARGER SE RWD FOUR DOOR S	128562	01/24/12	9536	Customer states	sati	
	Color	Brilliant Black Crystal Pearl Coat	128562	01/24/12	9536	Customer states ;	pop	
Point Pleasant Beach, NJ	VIN	283CL3CG98H	128562	01/24/12	9536	Customer states	pho	
Home:	Mileage	In: 1928 Out: 1928	128562	01/24/12	9536	Customer states	loa	
Cell	Tag Number	00 Plate No.	128308	12/28/11	8579	change oil and fill	ter	
<del></del>	In-Service	05/14/11	128308	12/28/11	8579	Parts and Hazard	lous	
	Engine	ERB-3.6L V6 24V VVT Engine	128020	11/28/11	7406	Customer states	JU	
	Coverage	536	128020	11/28/11	7406	Customer states	R/A	
	Build Date	02/22/11	126854-A	08/30/11	3959	Customer states	VIB	
	Comments	en en en troppe en e <del>n</del> en planen en	126854-A	08/30/11	3959	Customer states	OU	
ask Opcode Description		Part or Technician		Qty	Pay Type	Unit Price f	Pric	
1 CS c/s p		Technician peaker crackles when radio is on		Qty	-		Pric	
1 CS c/s p Complaint c/s passenger rezr speal		Technician peaker crackles when radio is on		Qty	-		Pric	
1 C8 Complaint c/s passenger rear speak Cause rear speaker crackles		Technician peaker crackles when radio is on		Qty	-		Pric	
1 CS c/s p Complaint c/s passenger rear speal		Technician peaker crackles when radio is on		Qty	-	Price i	Pric	
1 CS Complaint c/s passenger rezr speak Cause rear speaker crackles Correction replace speaker		Technician peaker crackles when radio is on		True Table	Туре	Price I	•	
1 CS Complaint c's passenger rezr speak Cause rear speaker crackles Correction replace speaker	ker crackles wher	Technician peaker crackles when radio is on n radio is on		True Table	Type	Price i	•	
1 CS Complaint c's passenger rear speal Cause rear speaker crackles Correction replace speaker Technician: John Sowder	ker crackles wher	Technician  peaker crackles when radio is on a radio is on  Stop Time: 1:36:	18 PM	Actual	Type  WPO Time: 0.0	Price i	0.00	
1 CS Complaint c's passenger rezr speal Cause rear speaker crackles Correction replace speaker Technician: John Sowder	ker crackles wher	Technician  peaker crackles when radio is on a radio is on  Stop Time: 1:36:	18 PM	Actual	WPD WPD	Price I	0.00	



Labora	\$0.00
Parts:	\$0.00
Misc:	\$0.00
Discounts:	\$0.00
Subtotal:	\$0.00
Sales Tax:	<b>\$0</b> .00
Total:	<b>\$0.0</b> 0

Task Discount:

Task Total:

)0.0¢

ask Opcode Description		Part or Technician	Qty	Pay Type	Unit Price	Pri
2 CS		(ERMUFFLED ( BLOWN OUT)				
Complaint Customer states Technician: Jorge Plane	s R/R SPEAKERMUFFLED (1 c	BLOVVIN COT)		D		0.0
realisadis. Sorge Faite	•			řask Discou	nt-	\$0.
				Task Tot		\$0.0
•	Start Time:	\$top Time: 9:07:43 AM	4	uctual Time: 0.00	D1.	Ψ0.
	out time.		-			
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•	$\mathbf{r}_{i}=\mathbf{r}_{i}$					
			<del></del>	1 abos		\$0.0
•	ş. B			Labor: Parts:		\$0.0
	-			Misc:		\$0.0
			1 6	Discounts:		\$0.0
			5	Subtotal: lales Tax:		\$0.0 \$0.0
			"	Total:		\$0.0



Buhler Dodge 105 Route 36 Eatentown, NJ 07724 732 544 5515

#### Repair Order 126854-A

Service Advisor: David Ebert Started: 08/10/11 9:01 AM Completed: 08/30/11 3:59 PM

Priority: 1 WAITING Appointment: 137214

R509 Version MPK2,75.003

	mer 28430	Vehicle			ĺ	Service History				
		2011 Dodge (	CHARGER SE	RWD FOUR DOOR	S 128562	01/24/12	9536	Customer st	ales s	
	•	Color	Brilliant Black	Crystal Pearl Coat	128562	01/24/12	9536	Customer st	ates p	
oint Pleasant Beach,	NJ STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE ST	VIN	2B3CL3CG98	H	128562	01/24/12	9536	Customer st	ates p	
ome:		Mileage	In: 3959 Out:	3959	128562	01/24/12	9536	Customer st	ates k	
ell:		Tag Number	3039 Pla	ate No.	128308	12/28/11		change oil a		
		In-Service	05/14/11		128308	12/28/11		Parts and H		
		Engine	ERB-3.6L V6	24V VVT Engine	128020	11/28/11	7406	Customer s	ates J	
		Coverage	536		128020	11/28/11	7406	Customer s	ates F	
		Build Date	02/22/11		126005	07/18/11	1928	c/s passeng	er rea	
		Comments			125707	06/04/11	1033	Customer s	ates s	
	ription	<del></del>		hnician		Qty	Type	Price	F	
1 CS Complaint	Customer states VIBRATI			ING NOISE L'S OF DRIVER'S HEAD			THERW		<del>-</del> -	
Complaint	Customer states VIBRATI RADIO ON OR OFF						THERW	<b>V</b> ETT (1887)	· .	
Complaint Cause	Customer states VIBRATI RADIO ON OR OFF rattle						THERW	Village Stage		
Complaint Cause Correction	Customer states VIBRATI RADIO ON OR OFF						THER W	V	0	
Complaint Cause Correction	Customer states VIBRATI RADIO ON OR OFF rattle shim headlinner				EITHER V	NI.	35. 1 G P 1 T		• •	
Complaint Cause Correction Techni	Customer states VIBRATI RADIO ON OR OFF rattle shim headlinner	ON / TINGING N		DRIVER'S HEAD	EITHER V	NI.	WPD		0	
Complaint Cause Correction Techni	Customer states VIBRATI RADIO ON OR OFF rattle shim headlinner ician: Kevin Stehnacs	ON / TINGING N		DRIVER'S HEAD	EITHER V	Actual	WPD Time: 0.0	<b>00</b>		
Complaint Cause Correction Techni	Customer states VIBRATI RADIO ON OR OFF rattle shim headlinner ician: Kevin Stehnacs	ON / TINGING N Start Time:		DRIVER'S HEAD	EITHER V	Actual	WPD Time: 0.0	<b>00</b>		

lask Discount

Task Total:

\$0.

4 CS

Customer states OUTSIDE BLACK BUTTON TO LOCK & UNLOCK DOORS — INOP

Complaint

Customer states OUTSIDE BLACK BUTTON TO LOCK & UNLOCK DOORS -- INOP

Cause

wont unlock

Correction

replace door handles



Buhler Dodge 105 Route 36 Eatontown, NJ 07724 732.544.5515

### Repair Order 128562

Service Advisor: David Ebert Started: 01/23/12 9:01 AM Completed: 01/24/12 10:56 AM

Priority: 5

Appointment: 139439

R509 Version MPK2,75 003

Customer 28430		Vehicle		Serv	rice History		
	2011 Dodge (	CHARGER SE RWD FOUR DOOR S	128308	12/28/11	8579 cha	ange oil and	d fitte:
	Color	Brilliant Black Crystal Pearl Coat	128308	12/28/11	6579 Par	rts and Haz	zardou
Point Pleasant Beach, NJ	VIN	2B3CL3CG9BH	128020	11/28/11	7406 Cur	stomer stat	ies JU
Home:	Mileage	In: 9536 Out: 9565	128020	11/28/11	7406 Cur	stomer stat	ies RV
Cell:	Tag Number	1930 Plate No.	126854-A	08/30/11	3959 Cur	stomer stat	les VI
	In-Service	05/14/11	126854-A	08/30/11	3959 Cur	stomer stat	ies Ol
	Engine	ERB-3.6L V6 24V VVT Engine	126854-A	08/30/11	3959 chr	amge oil an	nd filte
	Coverage	536	126005	07/18/11	1928 c/s	passenge	r rear
	Build Date	02/22/11	125707	06/04/11	1033 Cu	istomer sta	tes st
	Comments		124814	03/11/11	5 NE	W CAR P	REP
		Part or			Pay	Unit	
Task Opcode Description		Technician	1	Qty	Туре	Price	Pri
	ht stations and rea	lelight stations and rear speckers gear speckers go to static at times	o to static	it times			i. o.c
recinician. John Sowder					ID		*
				•	Task Discou	unt:	\$0.
					Task To	otal:	\$0.
	Start Time:	Stop Time: 10:56	:18 AM	Actual	Time: 0.00		
2 CS Cus		oing from rear of vehicle any time y	ou change	gears	April 1999	er en er er er er er er er er er er er er er	
Complaint Customer states poping Correction could not duplicate cond		cie any time you change gears					
Complaint Customer states popling		cie any time you change gears			łD		0.0
Complaint Customer states poping could not duplicate cond		cie any time you change gears			{D	ınt:	0.( \$0.
Complaint Customer states poping could not duplicate cond		cie any time you change gears					

sk Opcode	Description			Part or Technician		Qty	Pay Unit Type Price	Pric
3 CS Comp Cause Corre	plaint Customes a phone but	s states pho	customer states phone button in one button in operation i	inop		e -		
	Technician: John S						WPD	0.00
-			Start Time:	Stop Time:	: 10:56:18 AM		Actual Time: 0.00	
	MODULE -TELEN	MATICS	r	05064986AL		1	WPD	0.00
	Technician: John	Sowder				0.4	WPD	0.00
			Start Time:	Stop Time:	: 10:56:18 AM		Actual Time: 0.00	
	John Sa	wder						
							Task Discount:	\$0.0
							Task Total:	\$0.0
4 CS Comp	plaiπt Custome	C er states loar	Customer states loaner #309 ner #309				To place the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state	
	Technician:						ID OIL	0.0
			Start Time:	Stop Time:	: 10:56:18 AM		Actual Time: 0.00	
	inv-Sublet Work o	ne day loan	er #309, PO 22469			1	1D	0.0
							Task Discount:	\$0.
							Task Total:	\$0.

\$0.00 \$0.00 \$0.00 \$0.00 \$0.00

\$0.00 **\$0.00** 

Labor. Parts:

Misc: Discounts:

Subtotal: Sales Tax: Total:

ask (	Opcode	Description		Part or Technician		Qty	Pay Ui Type Pri	nit Ice Pric
	<del></del>	Technician: Kevin Stehna	acs				WPD	0.00
			Start Time:	Stop Time:	3:59:56 PM		Actual Time: 0.00	
		HANDLE -FRONT DOOR	R EXTERIOR	1MZ84AXRAF		1	WPD	0.00
		HANDLE -FRONT DOOR	R EXTERIOR	1MZ85AXRAF		1	WPD	0.00
		Technician: replace right	, front exterior door handle			0.2	WPD	0.00
			Start Time;	Stop Time:	3;59:56 PM		Actual Time: 0.00	
		Failure 14: shor	•					
		Technician: replace left fr	ront exterior door handle			0.3	WPD	0.00
			Start Time:	Stop Time:	3:59:56 PM		Actual Time: 0.00	
		Failure 14: shor	rt					
							Task Discount:	\$0.0(
							Task Total:	\$0.00
5		nplaint chamge oil and rection change oil and f		And the second second			1870年與東京	en en ett i
		Technician: Jason Strubl				0.4	<b>(</b> D	0.00
			Start Time:	Stop Time:	3;59:58 PM		Actual Time: 0.00	
		FILTER -ENGINE OIL		68079744AB		1	<b>f</b> D	0.00
		OIL -5W30		68055891AA		6	ID.	0.00
							Task Discount:	\$0.00
							- Task Total:	\$0.00

Labor:	\$0.00
Parts:	\$0.00
_ Misc:	\$0.00
Discounts:	\$0.00
Subtotal:	\$0.00
Sales Tax:	\$0.00
Total:	\$0.00

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\*INVOICE\*

CIRCLE DODGE

P.O. BOX 153: 781 RT. # 🏋 BRICKTOWN, N.J. 08723 732-477-5555

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HOME		CONT	3					
BUS:	N. W. T. W. W. W. W. T. W.	CELL:		SERVICE ADVISOR:		ALD KLIMO	VICH	
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<del></del>		UMITED LAGOR WASRAMTY	***	***********	according a continued		TOTALS	
The Repair Facility Sustant	ous the labor s	used in performing the require fisted (	on the front of this Repair Order	This parties is said "as is". The or	* ***	RIPTION		· · · ·
for a period of 90 days or This Limited Warranty spe	4,000 mies ( scifically exclu	(whichever comes first) from the 43 ples: front end alignments, electri	te exich repairs were completed. cal widing and shorts, and fuel	wavanties applying to this partial are the	LABOR AM	<del></del>	0.0	
system - when due to com	termination. T	his Limited Wangroy is entended to	the vehicle ownstkustomer and	manufacturents). The selling dealer here		OUNT	0.0	0 (

During the duration period of this Limited Warranty, the Regular Facility will provide additional labor, at no expense to customer. For any additional zepoles that are necessitated as a result of any defect in labor performed white completing the repuls fasted on the front of this Repair Order.

To obtain repairs under this Limited Warranty, customer must: bi-nosity the Repair Facility at the judgless; shown on the front of this Repair Order of any defect in bloor within a reasonable time after particular discovers or should have discovered any such defect. Such colice, however, must be given in the facility before the set of the duration period of this Limited Warranty, as specified above; bi-defever the vehicle to the Repair Facility at the address shown into front of this Repair Order within (no [5] days of notice of such defect in shoor; bit whether the Repair Facility is make the require required; and (5) days of notice of such defect in shoor; bit whether the Repair Facility is make the require required; and (5) days of notice of such defect in shoor; bit whether the Repair Facility is make the require required; and (5) days of notice of such defect and such repair.

All implied warranties, including the implied warranties of mentiumishility and fitness for a particular purpose, are limited to the distribution period of this limited warranty. Under no circumstances will the flegal recibity be liable to customer for any incidental or consequential damages including, but not limited (arranges for loss of organization) of organization of organizations.

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CUSTOMER #:

T PLESANT, NJ

152258

CIRCLE DODGE P.O. BOX 1539

\*INVOICE\*

781 RT. # 70 BRICKTOWN, N.J. 08723 732-477-5555

NET

PAGE 2

HOME: CONT BUS: CELL: SERVICE ADVISOR: 408 RONALD KLIMOVICH COLOR MAKE/MODEL HICENSES MICEAGE INCOURS A TAG BLACK DODGE CHARGER 2B3CL3CG9BH 23234/23328 SATE PAYMENT ON DATE DEL DATE PRODUDATE WARRIERP PROMISED PO No. <u>01JAN12 DE</u> 17:00 13FEB13 105.00 CASH 13FEB13 RYO OPENED READY OPTIONS: ENG:3.6 Liter

08:49 29JAN13 16:28 13FEB13

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LIST

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Marie Committee 
Visit our WEBSITE at www.circledodge.com for Service and Sales Specials

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LIMITED LAGOR WARRANTY

The Repair Rectity guarantees the labor used in performing the repeir listed on the front of this Repair Order for a period of 150 dows or 4.000 miles twelver comes frest from the date such repairs were completed. This Limited Warranty specificaty sticludes: frost and algorousets, electrical writing and attents, and fuel system when due to commitmation. The Limited Warranty is extended to the vehicle ownericulationers and is not transferable to, not enforceable by, any other person.

Owing the duration paried of this Limited Waterny, the Repair Facility will provide additional labor, at no expension to customer, for any additional rapids that are necessizated as a result of any defect in labor performed while conclusing the above fasted on the frantion that Repair Order.

for obtain repairs under this clumited Warrenty, customer must tall notify the Repail Pacility at the address drawn on the front of this Renail Order of any defect in labor within a reasonable time after customer riscovers or should have also avoid any such stated. Such reduct, howers, must be given to the Repail resists before the end of the duration period of this climited warranty, as speciated above; foll defect the rebide to the Repail Polary facility is the eddress shown on the front of this Repail Order which free 55 days of order of the Repail Repail order that the Repail reduced the such real defect in Jahor: (i) a thinks the Repail Facility to make the repairs resulted above; and do pay the characteristic of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail results of the Repail Repail results of the Repail Repail results of the Repail Repail Repail Repail Repail Repail Repail Repail Repail Repail Repail Repail Repail

All inclined warranties, including the implied warrantips of merchantability and fitness for a particular gurgoss, are finited to the distribution period of this limited warranty. Under no obsumetances will the Regal Feeding be liabile to evolvers for any indicension consequential demanges including, but not implical miles for less of property, loss of yellidis use, loss of time, loss of income and profits, incommence or commenced loss.

STATEMENT OF DISCLAIMER This partiel is sold "as is." The only warranties applying to this partial are those which may be offered by the manufacturer(t). The adding double harrby expressiv discisions all warranties of moreonenshibity or fitness for a particular purpose, and deither authories are purpose, and deither authories the particular purpose, and deither authories are only offer partial and/or service. Surger shall not be entitled to recover from the cating dozen any consequential demagge, and access any consequential demagge, or any other incidental damagges, in addition, surgestarly excluded is any dosler lability for defects certaining to attemt or performance, by way of "effect lability", negligence or streamtes. This pertial is sold "as is". The only was renties applying to this part(s) are those

DESCRIPTION	E TOTALS
LABOR AMOUNT	0,00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
OTHER WARRANTIES	-0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	<b>0</b> .00

andipense or emerwise.



Buhler Dodge 105 Route 36 Eatontown, NJ 07724 732.544.5515

### Repair Order 128562

Service Advisor: David Ebert Started: 01/23/12 9:01 AM Completed: 01/24/12 10:56 AM

Priority: 5

Appointment: 139439

R509 Version MPK2.75.003

<u> </u>							
Customer 28430		Vehicle	<u> </u>	Serv			
	2011 Dodge (	CHARGER SE RWD FOUR DOOR S	128308	12/28/11		change oil an	
	Color	Brilliant Black Crystal Pearl Coat	128308	12/28/11	8579	Parts and Haz	zardou
Point Pleasant Beach, NJ	VIN	2B3CL3CG9BH	128020	11/28/11	7406	Customer stat	tes JU
Home:	Mileage	In: 9536 Out: 9565	128020	11/28/11		Customer stat	
Cell	Tag Number	1930 Plate No.	126854-A	08/30/11	3959	Customer sta	tes VII
_	In-Service	05/14/11	126854-A	08/30/11		Customer star	
ł	Engine	ERB-3.6L V6 24V VVT Engine	126854-A	08/30/11	3959	chamge oil ar	nd filte
	Coverage	536	126005	07/18/11	1928	c/s passenge	r rear
	Build Date	02/22/11	125707	06/04/11		Customer sta	
	Comments		124814	03/11/11	5	NEW CAR PI	REP
			<u> </u>		201		
Task Opcode Description		Part or Technician	,	Qty	Pay Type	Price	Pri
		lelight stations and rear speckers gear speckers go to static at times	o to static a	at times		in Leave 1	
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Technician: John Sowder	•				ID		0.0
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sk Opcode Des	ription		rt or chnician		Qty	Pay Unit Type Price	Pric
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Correction	replace hands free module					MDD	0.0
1 <b>0</b> 011	nician: John Sowder		_			WPD	<b>U.</b> v
	5	Start Time:	Stop Time:	10;56:18 AM		Actual Time: 0,00	
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	John Sowder						
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						Task Total:	\$0
4 CS Complaint	Customer states loaner #30	er states loaner #309 9	j Tenghiji.			To Alberta Commence	
Tech	nician;.					ID .	0
	į	Start Time:	Stop Time:	: 10:56:18 AM		Actual Time: 0,00	
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lnv-S	doler work one day toaner wood	1, FO 22-100					
Inv-S	Molec Work one day roaner 4500	7, 10 22-03				Task Discount:	\$

	Labor:	\$0.00
	Parts:	\$0.00
	· Misc:	\$0.00
	Discounts:	\$0.00
!	Subtotal:	\$0.00
}	Sales Tax:	\$0.00
- " -	Total:	\$0.00

ask	Opcode	Descript	ion		Part or Technician		Qty	Pay Unit Type Price	Pric
		Technicia	n: Kevin Stehnacs					WPD	0.00
				Start Time:	Stop Time:	3:59:56 PM		Actual Time: 0.00	
		HANDLE	-FRONT DOOR E	XTERIOR	1MZ84AXRAF		1	WPD	0.00
		HANDLE	-FRONT DOOR E	XTERIOR	1MZ85AXRAF		1	WPD	0.00
		Technicia	n: replace right from	nt exterior door handle			0.2	WPD	0.00
				Start Time:	Stop Time:	3;59:56 PM		Actual Time: 0.00	
			Failure 14: short						
		Technicia	n: replace left front	exterior door handle			0.3	WPD	0.00
				Start Time:	Stop Time:	3:59:56 PM		Actual Time: 0.00	
			Failure 14: short						
								Task Discount:	\$0.00
								Task Total:	\$0.00
5		-	chamge oil and filte		Established St.				-N 2
	Соп		change oil and fitter	•					
		Technicia	n: Jason Strubte				0.4	1D	0.00
				Start Time:	Stop Time:	3:59: <b>56 PM</b>		Actual Time: 0.00	
		FILTER	-ENGINE OIL		68079744AB		1	ID	0.00
		O!L -5	W30		68055891AA		6	ID	0.00
								Task Discount:	\$0.00
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 	Sales Tax: Total:	\$0.00 <b>\$0.00</b>

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CIRCLE DODGE

P.O. BOX 153: 781 RT. # 70

BRICKTOWN, N.J. 08723 732-477-5555

\*INVOICE\*

PT PLESAN	r, NJ			PAGE 1		132-411-	3333
HOME:		CONT:		0555 405 A 55 400 5			
BUS:	YEARI	CELL:		SERVICE ADVISOR:	408 RON	ALD KLIM	OVICH ENVOUT TAG
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system - when due to contamination. This Limited Warrarry is extended to the webs is not transferable to, not enforceable by, any other pesson.

During the duration period of this Limited Warratty, the Hegels Facility will provide additional tabor, at no expends to customer, for any additional repairs that are recessitated as a result of any defect in labor performed while completing the repairs listed on the front of this Repair Order.

To obtain cooling conder this Limited Warranty, customer must: fal worlfy the Remin Facility at the address shown on the front of this Repair Daties of any defect in labor within a reasonable time after systemer discovers or should have discovered any such defect. Such notice, however, must be given to give the pickley before the end of the duration period of this Limited Warranty, as specified above; (a) digitive the vehicle to the Repair Facility at the address above on the front of this Repair Order within the Cliff days of notice of such defect in balon; (a) address above on the front of this Repair of require the state of the days of notice of such defect in balon; (a) address above on the front of this Repair or required that the changes for any additional parts required together with sales tax upon completion of such repair.

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration partied of this limited warranty. Under no circumstances will the Repair facility lessable to customer for any incidental or consequential damages including, but not fartied to, damages for loss of importy, loss of vehicle use, loss of fitne, loss of lossome and profits, inconvenience or commercial loss.

manufactureris). The selling dealer hereby expressly disclaims all warranties of executantiability or fitness for a particular purpose, and neither assumes nor authorized any other person to assume for it any liability in connection with the sale of this part(s) and/or pervice. Buyer shall not this particl and/or provice. Buyer shall not be exclided in recover from the selling dealer any consequential changes, denuges to property, damages for loss of unit, loss of time, loss of profits, or income, or any other incidental damages. In addition, expensily excluded is any dealer Eshility for defects pertaining to safety or performance, by way of "strict liability".

*****	
DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUSE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
OTHER WARRANTIES	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CIRCLE DODGE 152258 ÆR #: P.O. BOX 1539 781 RT. # 70 \*INVOICE\* BRICKTOWN, N.J. 08723 732-477-5555 PLESANT, NJ PAGE 1 HOME: CONT: SERVICE ADVISOR: CELL BUS: 408 RONALD KLIMOVICH COLOR \*EICENSE \* TAG MAKE/MODEL BLACK DODGE CHARGER 2B3CL3CG9BH 23234/23328 PAYMENT INV DATE OEL DATE PRODUDATE WARE EXP PROMISED PO NO 01JAN12 DD 17:00 13FEB13 105.00 ENG:3.6\_Liter R.O. ORENED OPTIONS: 08:49 29JAN13 |16:28 13FEBL LINE OPCODE TECH TYPE HOURS 16:28 13FEB13 LIST NET TOTAL A SATELLITE NOTSBY AT TIMES CAUSE: . MISC REPLACED RADIO 5823 W70 (N/C)\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* B REAR SPEAKER VIBRATES NPR NO PROBLEM FOUND, VEHICLE OPERATING AS DESIGNED AT THIS TIME 5823 CP 0.00 \*\*\*\*\*\*\*\* \*\*\*\*\*\*\*\*\*\*\*\*\* C RATTHE IN DASH MISCORDATRED RATTLE IN FILLA (N/C)5823 D CHECH TRANSMISSION OPERATION A TO THE TIME CONDETTON AT THE TIME 0.00 0.00 5823 CP E\*\* KEYS READ LOW BATTERY MISC REPLACED KEYS 58235 W70 Miles Andrews (N/C) 2 5026676AE KEY FOB-INTEGRATED KEY FOB (N/C)\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* F\*\* LF SEAT WILL NOT GO UP OR DOWN CAUSE: MISC REPLACED SEAT ADJUSTER 5823 W70 er (nyc) 68102129AA ADJUSTER-POWER SEAT (N/C)STATEMENT OF DISCLAIMER

The Repell Facility guarantees the Sabol used in performing the repairs latted on the front of this Fepall Order for a period of 30 days or 4,000 miles (whitehever contest fine) from the date such repairs were complicated. The Limited Warranty specificiply excludes front and stipments, electrical unding and shorts, and fuel system when due to contestination. This Limited Warranty specific between the contestination. The Limited Warranty size persons to the vehicle owner/customs and to not transferable to, not enforceable by, any other person.

During the duration period of this Limited Westerty, the Repair Facility will provide additional labor, et no experts to contioner, for any additional repairs that are reconstituted as a result of any defect in labor performed wittle completing the repair lated on the from of this Repair Order.

To obtain repairs under this Limited Warmana, customer mest: (a) notify the Repair Facility at the address shown on the front of talls Rappir Order of any defect in labor within a reasonable time after outdomer discovers or should have discovered any such delects. Such notice, however, must be given to the Repair Rappir of the discovered any such delects. Such notice, however, must be given to the Repair College of the discovered and the laboration as specified above; (b) deliver the varietie to the Repair Rappir of the address shown on the front of this Repair Order withing two (3) days of notice of such defect in labor (c) such on the repair Rappir Order withing the Rappir Facility to make the repairs required, and (a) pay the sheepes for any additional pans required together with eater tax upon completen of puch rappir.

All impted warrancer, including the brighted warranties of merchantability and fitness for a particular purpose, are binded to the duration period of this firahed warrancy. Under no circumstances will the Repail Facility to Region to consider the fire the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the control of the contr

This partity is sold "as it". The only warrantes applying to this portity are those which may be offered by the manufacturerist. The sesting dealer bereby expressly discisions all warrandes of merchanteslikity or fitness for a particular purpose, and neither separates nor authorizes any other person to assume for it any flatility in consistent with the sale of this partity and/or revokes. Buyer shall not entitled to recover from the sale of the partity and/or revokes. Buyer shall not entitled to recover from the sale of the partity and/or revokes. Buyer shall not entitled to recover from the sale of use of the partity and/or revokes. Buyer shall not entitled to recover from the sale of the partity and/or revokes to property, damages for lose of use, bas of time, leas of profits, or broome, or say easier incidency damages. In addition, corressly excluded is any dealer liability for defects participing to safety or performance, by wey of "strict liability", negligance or etterwise.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
OTHER WARRANTIES	
SALES TAX	·
PLEASE PAY THIS AMOUNT	Schlicht in the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the st

CUSTEMER #:

PT PLESANT, NJ

152258

CIRCLE DODGE

\*INVOICE \*

P.O. BOX 1539 781 RT. # 70 BRICKTOWN, N.J. 08723 732-477-5555

PAGE 2

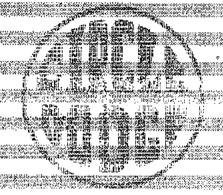
HOME: CONT: BUS: CELL: SERVICE ADVISOR: 408 RONALD KLIMOVICH COLOR MAKE/MODEL: LICENSE MELEAGEIN/OUT TAG BLACK DODGE CHARGER 2B3CL3CG9BH 23234/23328 DELIDATE PROD DATE WARRIEXP PROMISED PONO. PAYMENT ANV. DATE RATE 01JAN12 DI 17:00 13FEB13 105.00 CASH 13FEB13 RO OPENED OPTIONS: ENG:3.6 Liter

08:49 29JAN13 16:28 13FEB13

LINE OPCODE TECH TYPE HOURS

LIST NET TOTAL

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* Visit our WEBSITE at www.circledodge.com
For Service and Sales Specials \*\*\*\*\*\*\*\*\*\*\*



LIMITED LACOR WARRANTY

The Repair Facility gystemates the labor stand in particularly people listed on the front of this Repair Order for a bested of 50 deve or 4.002 miles twelchere cames first from the date such repairs were completed. This limited Warranty specifically credited: front and algorithms, electrical writing and shorts, and first system—when due to contamination. This limited Warranty is extended to the vehicle owner/customer and is not transferable to, not enforces by, any other person.

when the detailed parties of this limited Wortenty, the Repair Facility will provide additional tabor, at no ports to customer. For any additional repairs that are necessitated as a result of any defect in labor founced while complaining the appairs listed on the front of this Repuir Order.

To obtain repeirs under this Limited Warranty, customer musts fall notify the Repeir Facility at the address sharm on the from of this Repeir Order of early defect in their width a feasonable time efter customer describes or should have described any such defect. Such notice, however, must be given to the Repeir facility before the describe noted of the Customer haded of this Umited Warranty, as specified source; to device the vehicle to the Repeir Facility of the Repeir facility of the Repeir facility of the Repeir Facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facility of the Repeir facili

All implied warranties, including the implied warranties of merchantability and retries for a particular sumple, are timited to the duration partie of this limited warranty. Under no discumptaness will the Respir Facility be liable to externor for any incidental or consequential damages including, but not limited to, demages for less of property, loss of which use, loss of time, loss of income and profits, inconvenience or ammercial less.

The partial is add "re is". The only waveralies applying to this partial received by the manufacturer(s). The salling dealer hinroby series of dicisions all warmanies of manufacturer(s). The salling dealer hinroby series and meither all warmanies purpose, and meither all warmanies proposed any other partial to account for it my fability in connection with the sale of this partial andrers service, theyer shall not be entitled to recover from the calling dealer any concequential damages for logs of damages to proper dealers. The period is said "so is". The only warentles applying to this part(s) are those damages, to properly, demoges for loss of use lets of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any detailer facility for defects gestiming to eaterly or performance, by way of "enter lability".

STATEMENT OF DISCLAIMER

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	_0.00
TOTAL CHARGES	0.00
OTHER WARRANTIES	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

nodigence or etherwise.



Failure B4: failed test

Buhler Dodge 105 Route 36 Eatontown, NJ 07724 732.544.5515

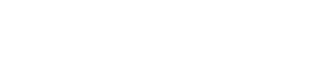
#### Repair Order 128020

Service Advisor: Karen Young Started: 11/26/11 12:27 PM Completed: 11/28/11 9:07 AM

Priority: 1 WAITING Appointment: 138768

R509 Version MPK2.75.003

Custo	omer 28430		Vehicle	l	Serv	rice Histo	ory	
		2011 Dodge (	CHARGER SE RWD FOUR DOOF	S 128562	01/24/12	9536	Customer sta	ites sai
		Color	Brilliant Black Crystal Pearl Coat	128562	01/24/12	9536	Customer sta	ites poj
Point Pleasant Beach,	NJ E	VIN	283CL3CG98H	128562	01/24/12	9536	Customer str	ites phi
Home;	<u>——</u>	Mileage	In: 7406 Out: 7411	128562	01/24/12	9536	Customer sta	ites loa
Celt:		Tag Number	2952 Plate No.	128308	12/28/11	8579	change oil ar	id filter
		In-Service	05/14/11	128308	12/28/11	8579	Parts and Ha	zardou
		Engine	ERB-3.6L V6 24V VVT Engine	126854-A	08/30/11	3959	Customer sta	ates VII
		Coverage	536	126854-A	08/30/11	3959	Customer sta	ates OL
		Build Date	02/22/11	126854-A	08/30/11	3959	chamge oil a	nd filte:
		Comments	•	126005	07/18/11	1928	c/s passenge	er rear :
		<u> </u>			·			
Task Opcode Desc 1 CS Complaint	Customer states JUST TH	IIS PAST WEEK	Part or Technician IT THIS PAST WEEK-THE CHEC (-THE CHECK ENGINE LIGHT H WAS NO ACCELERATION, TOD	K ENGINE LIC AS BEEN COI	WING ON	•	Unit Price MING ON	Pric
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1 CS	Custon Customer states JUST TH YESTERDAY WHILE ORI	IIS PAST WEEK VING THERE'S	Technician IT THIS PAST WEEK-THE CHEC K-THE CHECK ENGINE LIGHT H	K ENGINE LIC AS BEEN COI	SHT HAS B	Type EEN CO	Price	Pric
1 CS Complaint	Custon Customer states JUST TH YESTERDAY WHILE DRI START THEN DIED OUT failed battery test	IIS PAST WEEK VING THERE'S (TOWED IN)	Technician IT THIS PAST WEEK-THE CHEC K-THE CHECK ENGINE LIGHT H	K ENGINE LIC AS BEEN COI AY NO START	SHT HAS B WING ON F — DID JU	Type EEN CO	Price	Pric
1 CS Complaint Cause Correction	Custon Customer states JUST TH YESTERDAY WHILE DRI START THEN DIED OUT failed battery test	IIS PAST WEEK VING THERE'S (TOWED IN)	Technician T THIS PAST WEEK-THE CHECK THE CHECK ENGINE LIGHT H WAS NO ACCELERATION. TOD	K ENGINE LIC AS BEEN COI AY NO START	SHT HAS B WING ON F — DID JU	Type EEN CO	Price	Prix 0.01
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1 CS Complaint Cause Correction Techni	Custon Customer states JUST TH YESTERDAY WHILE ORI START THEN DIED OUT failed battery test TEST & REPLACED BAT ician: Jorge Planes	IIS PAST WEEK VING THERE'S (TOWED IN) TERYROAD	Technician THIS PAST WEEK-THE CHECK THE CHECK ENGINE LIGHT H WAS NO ACCELERATION. TOD TESTED VEHICLE AFTERWARD Stop Time: 9:	K ENGINE LIC AS BEEN COI AY NO START S GOOD TO C	GHT HAS B MING ON F — DID JU GO Actual	Type EEN COS MP WPD Time: 0.0	Price	



Task Discount:

Task Total:

\$0.0 \$0.0





# MANAHAWKIN CHRYSLER DODGE JEEP RAM



SERVICE INVOICE

Route 72 MANAHAWKIN, N.J. 08050

Sales: 609-597-1045

Service: 609-597-1097

www.manahawkinchryslerdodge.com



DEC ADMINIST PARTIES AND APPLIE

CLETOM	ER NO.		DOSEPH F S	TECKLAIR	32 TAG	997	12/19/12	CHCS103090
			LABOR RATE	UCENSE NO.	NO. EAGE		COLDR	STOCK NO.
			YEAR/MAKE/MODEL			21,943	DELIVERY DATE	DELIVERY MILES
			11/D0DGE/0	HARGER/4DR	SDN SE	RWD		
P+ F	LEASANT, NJ		VEHICLEIDING.	3 C G 9 B	H <b>= </b>		SELLING DEALER NO.	PRODUCTION DATE
			F.T.E.NO.		P.Q.NQ.		R. O. DATE	
BESINEW	CÉ PHONE	BURNESS PHONE	COMMENTS				12/17/12	
								MO: 21943
JOB#	1 CHARGES			****				
LABOR	************	***********						
J# 19	08CHZ ELEG	TRICAL	DATE TECHS	1.27		ARRANTY 3		
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	INSPECT CHAR	GING SYSYEM WIRING A	NTO GOOUNOS ALL GO	00				
	ALTINATOR OU BATTERY AND	TPUT LOW. REPLACED T	HE ALTINATOR CHAR	GED .				
		11/.70, 85-41-00-00/	.50					
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T				1017	,,	0.00		
		•••••						
<b>-</b>		J08#	1 JOURNAL PREFIX	CHCS JOB# 1	TOTAL	0.00		
JOB#	2 CHARGES		• • • • • • • • • • • • • • • • • • • •	••••••				
LABOR					ver entresemble			
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Ų.	EXTERIOR DOO							
	PERFORMED RE 23-L2-81-82/							
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	y CEDIT	COT.UM UMIT	LL   R 23014010	TOTAL -	PARTS	0.00		
10R#	2 TOTALS							
JUD#	E TUTALS							
100#	3 CHARGES	J0B#	2 JOURNAL PREFIX	CHCS J08# 2	TOTAL	0.00		
300#	2 CIBACOLOTTICATO							
LABOR	DOCUTORIES & SECTION	AIGHS HRECALES		Kompania kanggara	SAME TO SERVE	A HADDAUGUZ	i	
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	PERFORMED RE 08-M1-01-82/							
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				TOTAL -	PARTS	0.00		
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		J08#	3 JOURNAL PREFIX	CHCS J08# 3	JOIAL	0.00		
<u>[</u> ]								



# **MANAHAWKIN CHRYSLER DODGE JEEP RAM**

SERVICE INVOICE



Route 72 MANAHAWKIN, N.J. 08050 Sales: 609-597-1045

Service: 609-597-1097 www.manahawkinchryslerdodge.com

CUSTOMÉA NO.		ADVISOR		TAG P		DAVOICE DATE	MORCE NO. CHCS 103090
		DOSEPH		32	997	12/19/12	<u> </u>
		LABOR PATE	EJCENSENO.	MILEAGE	21,943	BLACK/	STOCK NO.
	· .	11/DOD	/MODEL GE/CHARGER/4DR	SDN SE	RWD	DELIVERY DATE	DELIVERY MILES
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		VERICLE L.D. N	-			SELLING DEALER NO.	PRODUCTION DATE
		F. T. E. NO.		R Q NO.		12/17/12	
RESERVE PHONE STATES	BUSINESS PHONE	COMMENTS			•	· · · · · · · · · · · · · · · · · · ·	MO: 2194
* [ ] CASH [ ] CHEC	K CK NO [ ]  ERCARD [ ] DISCOVER  R Rec vd By	* * * * * * * *	TOTAL LABO TOTAL PAR TOTAL SUB TOTAL G.O TOTAL MISO TOTAL MISO TOTAL TAX	TS LET LG C CHG. C DISC	0.00 0.00 0.00 0.00 0.00 0.00		
WE NOW OPEN FOR SATURDA ASK ABOUT OUR LIFETING DON'T FORGET TO GET ON	OIL CHANGE PROGRAM	*	TOTAL IN	VOICE \$	0.00		
CUSTOMER SIGNATI	IRE						



# **MANAHAWKIN CHRYSLER DODGE JEEP RAM**



Route 72

#### MANAHAWKIN, N.J. 08050

Sales: 609-597-1045

Service: 609-597-1097 www.manahawkinchryslerdodge.com





CUSTOMER NO.		DVISOR		1AG NU.	INVOICE DATE	INVOICE NO.
	- 0	OSEPH F STEC	ICENSE NO.	32 997	12/19/12 COLOR	CHCS103090
		EAH / MAKE / MODEL		21,943	BLACK/	
		1/DODGE/CHA	RGER/4DR SI	ON SE RWD	DELIVERY DATE	DELIVERY MILES
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				140,	12/17/12	·
HUSIDENCE PHONE BU	SINESS PHONE CO	DMMENTS				MO: 21943
JOB# 1 CHARGES						MO. 21943
LACOD						
CHECK VEHICLE BE PERFORM DIAGNOST INSPECT CHARGING ALTINATOR OUTPUT BATTERY AND TEST	S SYSYEM WIRING AND GO LOW. REPLACED THE AL OK 70, 85-41-00-00/.50	OUNDS ALL GOOD TINATOR CHARGED	·····UNIT PRI	CE - Warranty Warranty		
1			TOTAL - PAR	TS 0.00		
DOB# 1 TOTALS		· · · · · · · · · · · · · · · · · · ·				(303)
	J0B# 1 J0U	RNAL PREFIX CHO	S JOB# 1 TOT	AL 0.00		<b>.</b> b
JOB# 2 CHARGES		• • • • • • • • • • • • • • • • • • • •				i pr
RECALL L-28 EXTERIOR DOOR HA PERFORMED RECALL 23-L2-81-82/.30	•	DN .	UNIT ODY	ce.		
PARTSQTYFP-NUMBER 1 CEB1L281-		23014010	TOTAL - PAR	WARRANTY TS 0.00		
JOB# 2 TOTALS		••••				
JOB# 3 CHARGES	JOB# 2 JOUR	RNAL PREFIX CHO	S JOB# 2 TOTA	AL 0.00		
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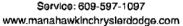
## MANAHAWKIN CHRYSLER DODGE JEEP RAM



Route 72

#### MANAHAWKIN, N.J. 08050

Sales: 609-597-1045





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WE NOW OPEN FOR SATURDAY SERVICE ASK ABOUT OUR 'LIFETIME OIL CHANGE PROGRAM' DON'T FORGET TO GET ON OUR E-MAIL LIST!!			
CUSTOMER SIGNATURE ************************************	INVOICE *****************		

PAGE 2 OF 2

**CUSTOMER COPY** 

[ END OF INVOICE ] 11:19am

SEE REVERSE FOR WARRANTY TERMS

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# MANAHAWKIN CHRYSLER DODGE JEEP RAM



MANAHAWKIN, N.J. 08050

Sales: 609-597-1045 Service. 609-597-1097

RECOMMENDED SERVICES

www.manahawkinchryslerdodge.com

OPERATION	OPERATION DESCRIPTION	MO/MI TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI TOTAL
26CHZ07 26CHZ32 26CHZ10	LUBE, OIL & FILTER REPLACE FUEL FILTER ROTATE & BAL TIRES	MI MO MI	26CHZ20 26CHZ33 14CHZ021	TRANSMISSION SERVICE REPLACE AIR FILTER REPLACE FUEL FILTER	MI MO MO MO MO
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PAGE 1 OF 1			SHOP COPY		103090

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## MANAHAWKIN CHRYSLER DODGE JEEP RAM



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Route 72 MANAHAWKIN, N.J. 08050

Sales: 609-597-1045 Service: 609-597-1097 www.manahawkinchryslerdodge.com



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# MANAHAWKIN CHRYSLER DODGE JEEP RAM

Jeep SERVICE INVOICE



Route 72 MANAHAWKIN, N.J. 08050

Sales: 609-597-1045 Service: 609-597-1097

www.manahawkinchryslerdodge.com

STOMER NO.	ADVISOR		Tär	3 NO.	INVOICE DATE	INVOICE NO.	
	BOSEPH F STE		32 "	997	12/19/12	CHCS10	
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NOW OPEN FOR SATURDAY SERVICE ABOUT OUR 'LIFETIME OIL CHANGE PROGRAM' 'T FORGET TO GET ON OUR E-MAIL LIST!!	•	TOTAL INVO	DICE \$	0.90			
CUSTOMER SIGNATURE							

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

CUSTOMER #: 196062 GARDEN CITY JEEP CHRYSLER DODGE LLC NIT# D2564 283 N. FRANKLIN ST. HEMPSTEAD, NY 11550-1310 WARRANTY PHONE: (516) 483-2700 FAX: (518) 483-1474 EMPSTEAD, NY PAGE 1 OME CONT US: CELL SERVICE ADVISOR: 7431 VICTOR ANZALONE TO DOUGH TO YEAR! MAKE VIN CICENSE MILEAGE IN YOUT TAG DODGE CHARGER <u>2C3CD</u>XBG6CH <u>373</u>1/3732 RHOD DATE WARR EXP. PROMISED DEL: DATE INV. DATE. RATE PAYMENT 9<u>JUN12</u> 7:00 28JAN13 120.00 ·· CASH 28JAN13 RO OPENED OPTIONS: SOLD-STK: D2564 DLR: 60227 ENG: ERB 3.6L V6\_24V VVT Engine 9:23 28JAN13 12": 02 28JAN13 TRN: DFG 8-Spd BHP45 Trans . INE OPCODE TECH TYPE HOURS LIST NET TOTAL C/S CK FOR A NOISE PROM ENGINE , LIKE A BELT NOISE , WHEN COLD rita di maria AUSE: FOUND BATTERY NOT HOLDING CHARGE , CAUSING ALT TO OVERRUN . 08080110 Battery - Test and charge and retest and replace Single battery (0 Low Skilled) 32#3 WP 0:40 47.78 47.78 1 BB94R750AA \*BATTERY-STORAGE 175,29 175,29 175,29 FOR PARTE COUNTS AND THE

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THANK YOU FOR YOUR PATRONAGE THE YOU HAVE ANY QUESTIONS OF CONCERNE PLEASE CALL JIM LENNON AT 516-483-5777 OR EMAIL US AT SERVICE GARDENCITY CARDEALS COM ... PLEASE FILL OUT THE MANUFACTURER'S SURVEY AND \*\*\*\*\*\*\*\*CHECK OFF ALL THE HAPPY FACES\*\*\*\*\*

COST, SALE, & COMP TOTALS 22307 BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE DRMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE DWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO NER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE ICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED DER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY DIDENT, NEGLIGENCE OR MISUSE, RECORDS EUPPORTING THIS JM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT TRICATION AT THE SERVICING DEALER FOR INSPECTION BY NUFACTURER'S REPRESENTATIVE. DESCRIPTION TOTALS: ". STATEMENT-OF-DISGLAIMER--BTA-TEMENT-OF-OIDGLAIMENT-The featory warranty constitutes at of the warrantes with respect to the sale of this item/items. The Seller-hareby expressly disblaims all warrantes either express or implied. Including any implied warrantes for machantability or fitness for a particular purposs. Seller neither assumes nor authorizes any other, person to assume for it any liability in connection with the sale of this item/items. LABOR AMOUNT 47. 78 PARTS AMOUNT 175.29 GA6, OIL, LUBE 0, 00 SUBLET-AMOUNT 0.00 MISC. CHARGES 0,00 TOTAL CHARGES 223:07 LESS INSURANCE 0,00 liam/items. SALES TAX 0.00 DEALER, GENERAL MANAGER OR AUTHORIZED PERSON CUSTOMER SIGNATURE (OATE) PLEASE PAY THIS AMOUNT 223/.07

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NY# 7100746

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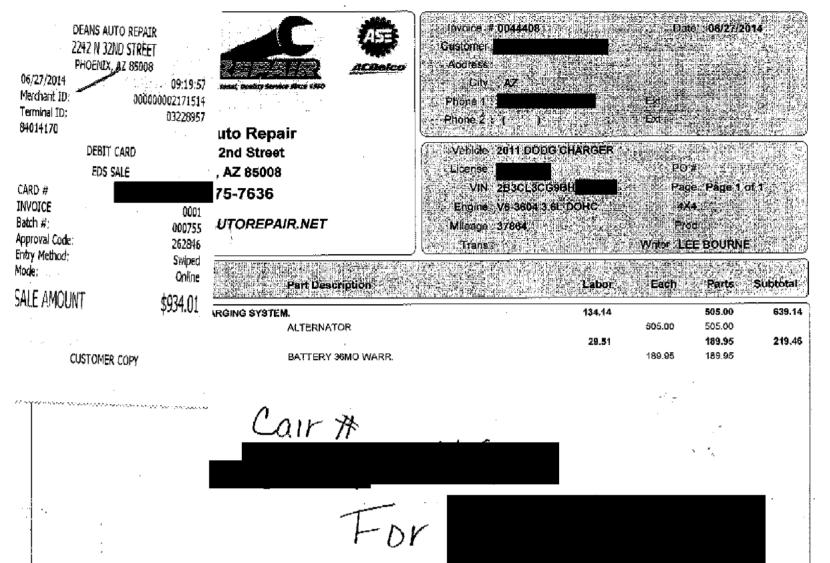
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PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS



Warranty on parts and labor is 24 months or 24,000 miles, whichever comes first, unless otherwise stated on the invoice above. Warranty work has to be performed in our shop & cannot exceed the original cost of the repair. I hereby authorize the repair work to be done along with the necessary parts and materials and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere, at your descretion, for the purpose of testing and/or inspection. An express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. Not responsible for damage or articles left in car in case of fire, theft or any other cause beyond our control.

	Labor :	\$163.65
	Parts :	\$694.95
	Sublet:	\$0.00
	Other Fees:	\$0.00
	Shop Supply	\$16.37
	Subtotal:	\$874.97
	Sales Tax :	\$59.04
Paid By :		
	Total:	\$934.01
Pay Ref :	Paid :	\$0.00
	Due :	\$934.01

PE14-022
CHRYSLER
10-3-2014
ENCLOSURE 4
LEGAL CLAIMS

MATTER # 1248199 Legal Claim FILE TYPE **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 05/04/2014

MODEL/MODEL YEAR 2011 Dodge Charger Se Rwd

OWNER

VIN 2B3CL3CG2BH5

MILEAGE 36,000

San Angelo, TX

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator -Fire

Owner claims the engine caught fire, doors would not unlock, and daughter was in the vehicle. DESCRIPTION

FIRE INJURIES 0 **FATALITIES** 0

Service technician stated he could see where alternator got hot and left a hot spot, and that alternator needed replacing. No fire damage. ANALYSIS

MATTER # 1247151 FILE TYPE Legal Claim FILE NAME CAIR# DATE OF INCIDENT

DATE OF NOTICE 04/09/2014

MODEL/MODEL 2012 Dodge Charger Se Rwd

YEAR

VIN 2C3CDXBG2CH

MILEAGE 70,000

OWNER

Jacksonville, AR

COURT DOCKET #

ALLEGED DEFECT Alternator - Fire

DESCRIPTION Owner claims vehicle was parked in her driveway for over 24 hours

when a friend came by and advised the car was smoking under the hood. Under the hood, smoke was coming from the alternator.

FIRE INJURIES 0 **FATALITIES** 

An inspection¹ revealed evidence of smoke from the windings post shorting and melting, but no evidence of actual fire. Vehicle displayed dash light showing battery saver mode. No fire damage. **ANALYSIS** 

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1247890 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 06/11/2011

MODEL/MODEL YEAR 2011 Dodge Charger Se Rwd

COURT

DOCKET #

VIN 2B3CL3CG1BH

MILEAGE 48,000

OWNER

Maricopa, AZ

NA NA

ALLEGED DEFECT Alternator-Fire

DESCRIPTION

Owner alleged vehicle stalled while driving. Owner could smell burning, and the dash lights were flashing. Upon stopping and opening the hood, smoke came out of the hood.

FIRE Υ **INJURIES** 0 **FATALITIES** 0

The vehicle's alternator was replaced. An inspection 1 revealed no evidence of actual fire or resulting damage. **ANALYSIS** 

 $<sup>^{1}</sup>$  The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1241004 FILE TYPE Legal Claim

**FILE NAME** ), A/S/O PROGRESSIVE

CAIR# DATE OF INCIDENT

DATE OF NOTICE 07/17/2013

MODEL/MODEL 2011 Dodge Charger Se Rwd

VIN 2B3CL3CG1BH

MILEAGE 65,000 OWNER

Conroe, TX

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION The insurance company indicated the alternator overheated.

FIRE **INJURIES** 0 **FATALITIES** 0

An inspection¹ revealed that a fire occurred to the right side of the engine, melting wire insulation, the engine cover, hood insulation, fuses, etc. The cause of the fire was undetermined. ANALYSIS

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

1241053 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF

INCIDENT

MATTER #

DATE OF NOTICE 08/05/2013

MODEL/MODEL 2011 Dodge Charger Se Rwd

VIN 2B3CL3CG6BH5

MILEAGE 48,256

OWNER

Oxon Hill, MD

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner's wife alleged she was driving the vehicle when the ABS warning lamp came on and she noticed smoke coming from beneath the hood. She pulled the car into a parking lot, parked, opened the hood, and saw a small fire at the right front of the engine compartment. The fire was extinguished by a cup of water.

FIRE INJURIES 0 **FATALITIES** 0

ANALYSIS

The vehicle was subsequently traded in to a dealership by the owner. An inspection' revealed some damage to a plastic plate on the alternator, but no damage in adjacent areas. The cause of the fire was undetermined.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1250747 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 07/26/2014

MODEL/MODEL

2011 Dodge Charger Se Rwd

VIN

2B3CL3CG9BH5 MILEAGE 64,590

OWNER

Salem, MC

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

While driving approximately 20 mph for 5 minutes or less, owner alleged hearing a loud whining noise from the engine and smelling something burning. A warning light flashed on the instrument panel, including the battery light and ABS light. He stopped the vehicle, opened the hood, and saw smoke coming from the alternator.

FIRE INJURIES 0 **FATALITIES** 0

An inspection¹ revealed no indication of open flame or fire. Failure of the alternator appeared to be the origin of the smoke. ANALYSIS

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1247995 **FILE TYPE** Legal Claim

**FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 04/10/2013 and 05/06/2014 MODEL/MODEL 2011 Dodge Charger Se Rwd

VIN

2B3CL3CG1BH 66,000 and 85,000

MILEAGE OWNER

COURT

DOCKET #

Fresno, CA

NA NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner alleged two incidents of alternator failure. In the first occasion, owner's wife was driving the vehicle, the lights began flashing on and off, the wipers turned on and off, smoke was coming from under the hood, and then the vehicle died. Owner replaced the alternator and battery. In the second occasion, owner alleged stopping the car, opening the hood, and seeing fire inside the alternator.

FIRE Υ **INJURIES** 0 **FATALITIES** 

An inspection¹ revealed a dead battery and evidence of the alternator overheating, and no visible fire damage. The cause was believed to be an internal short in the alternator. **ANALYSIS** 

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1229543 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 03/28/2012

MODEL/MODEL 2011 Dodge Charger Se Rwd

VIN

2B3CL3CG8BH

MILEAGE 20,830

OWNER

Mobile, AL

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION Owner alleged vehicle was sitting in the driveway when a fire

FIRE INJURIES 0 **FATALITIES** 0

ANALYSIS An inspection<sup>1</sup> revealed heat damage in the right lower corner of the

engine compartment, and no actual evidence of open flame or fire. The vehicle's battery light was illuminating. The wires mounted to the alternator showed evidence of heat, but the insulation was still on the wires. There was no evidence of the alternator wires rubbing through. The cause of the damage appeared to be electrical.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1246590 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 03/19/2014

MODEL/MODEL

2011 Dodge Charger Se Rwd

VIN

2B3CL3CG4BH

MILEAGE 46,185

OWNER

Roanoke, VA

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner alleged vehicle's warning lights illuminated while driving, and all the doors locked. She stopped the vehicle and saw smoke coming from under the hood. The vehicle was turned off after all the occupants exited.

FIRE **INJURIES** 0 **FATALITIES** 

ANALYSIS

An inspection¹ revealed battery was completely discharged and alternator does not charge. No sign of active fire found, and no burned wires found. The cause appeared to be alternator failure.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

**FILE TYPE** Legal Claim **FILE NAME** CAIR#

DATE OF INCIDENT

MATTER #

DATE OF NOTICE 11/17/2013

MODEL/MODEL

2011 Dodge Charger Se Rwd

VIN

COURT

DOCKET #

2B3CL3CG9BH

1243572

MILEAGE 47,327 OWNER

Olympia, WA

NA NA

ALLEGED DEFECT Alternator Failure - Stalling

DESCRIPTION

Owner's wife alleged while at a stop light, the instrument panel lights flickered and headlights were going dim and flickering. The engine died shortly thereafter. Owner came and jumpstarted the vehicle. While the hood was open, they smelled a strange odor from the

engine compartment.

FIRE Ν INJURIES 0 **FATALITIES** 0

An inspection<sup>1</sup> revealed that the alternator overheated and failed. A 100 watt amp found in the trunk may have contributed to the alternator ANALYSIS

failure.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER# 1240868 **FILE TYPE** Legal Claim **FILE NAME** 

CAIR# DATE OF INCIDENT

DATE OF NOTICE 08/02/2013

MODEL/MODEL YEAR 2012 Dodge Charger Sxt Awd

VIN 2C3CDXJG7CH

MILEAGE 9,000

OWNER

South Jordan, UT

COURT NA. DOCKET # NA

ALLEGED DEFECT Alternator - Fire/Stalling

Owner alleges problems with the dash lights illuminating while driving, the car shut off, fire came up the windshield and right side of the vehicle, and smoke came inside the vehicle. DESCRIPTION

FIRE Y INJURIES 0 **FATALITIES** 0

ANALYSIS

An inspection¹ revealed that the alternator wire harness was routed incorrectly and rubbed on the exhaust manifold, causing a short. The engine compartment wire harness show evidence of burning, but no other fire damage was observed. Owner had two prior instances of the vehicle stalling.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of titigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1250511 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 07/22/2014

MODEL/MODEL

2011 Dodge Charger Se Rwd

VIN 2B3CL3CG5BH

MILEAGE 47,000 OWNER

Jackson, TN

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner alleges observing a strange noise from the vehicle while driving, then the traction, ABS, and battery light illuminated on the instrument cluster. She noticed smoke coming from the front right of the vehicle, and immediately parked the vehicle and turned it off.

FIRE **INJURIES** 0 **FATALITIES** 

An inspection¹ revealed that the cause of the smoke was an electrical short in the alternator. No evidence of active fire or other damage ANALYSIS

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1238604 Legal Claim **FILE TYPE FILE NAME** CAIR# 24008762

DATE OF INCIDENT

09/30/2013

Unknown

DATE OF NOTICE MODEL/MODEL YEAR

2011 Dodge Charger Se Rwd

2B3CL3CG8BH

VIN MILEAGE 50,000

OWNER

Canton, NY

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Stalling

Owner alleges failure of the alternator causing stalling and other electrical malfunctions. DESCRIPTION

FIRE Ν INJURIES 0 **FATALITIES** 0

ANALYSIS Vehicle was previously towed to a dealership for stalling while driving.

At that time, the customer was advised by a service technician that the alternator was failing and should be replaced. The customer declined the repair at that time. The alternator subsequently failed completely.

MATTER # 1251496 FILE TYPE Legal Claim **FILE NAME** 

CAIR# DATE OF INCIDENT

Unknown

DATE OF NOTICE 06/24/2014

MODEL/MODEL YEAR

VIN

2011 Dodge Charger Se Rwd

2B3CL3CG6BH

MILEAGE 60,000 OWNER

Mesquite, NM

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

Owner alleged stopping the vehicle, opening the hood, and seeing smoke and flame. The alternator was black. DESCRIPTION

FIRE INJURIES 0 **FATALITIES** 0

ANALYSIS The customer did not respond to Chrysler Group LLC's request to

**FILE TYPE** Legal Claim **FILE NAME** CAIR#

1231265

DATE OF INCIDENT

MATTER #

DATE OF NOTICE 06/08/2012

MODEL/MODEL 2012 Dodge Charger Police Rwd

VIN 2C3CDXAT8CH

MILEAGE 14,355 OWNER

Marshalltown, IA 5

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

The vehicle, being driven by a police officer, was involved in a chase. Upon stopping the car, the officer detected a hot smell, but was uncertain whether it was his vehicle or the stopped vehicle. After getting back in his car and driving away, the ABS and traction control light illuminated. As he started to accelerate, he felt hot air and saw smoke through the air ducts. He immediately pulled over, shut off the car and exited, then saw smoke from the engine compartment. He opened the hood, and saw fire on the alternator.

FIRE **INJURIES** 0 **FATALITIES** 

**ANALYSIS** An inspection<sup>1</sup> revealed that the damage was limited to the alternator,

suggesting alternator failure as the cause of the event.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

MATTER # 1243215 **FILE TYPE** Legal Claim **FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 11/04/2013

MODEL/MODEL 2012 Dodge Charger Se Rwd

VIN 2C3CDXBG5CH1

MILEAGE 45,313

OWNER

Lake Worth, FL

COURT NA DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner alleges all the lights in the vehicle dimmed and he smelled a burning smell while driving. When he arrived home, he saw smoke coming from the engine compartment. He opened the hood and saw smoke coming from the alternator.

FIRE **INJURIES** 0 **FATALITIES** 

ANALYSIS

An inspection<sup>1</sup> revealed that the alternator body had signs of overheating, with no evidence of other damage to the vehicle. The cause of the fire was believed to be internal failure of the alternator.

<sup>&</sup>lt;sup>1</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.

1249474 MATTER# Legal Claim **FILE TYPE** 

**FILE NAME** CAIR# DATE OF INCIDENT

DATE OF NOTICE 06/20/2014

MODEL/MODEL YEAR 2011 Dodge Charger Se Rwd

VIN

2B3CL3CG9BH

MILEAGE 37,864

OWNER

Glendale, AZ

COURT NA. DOCKET # NA

ALLEGED DEFECT Alternator - Fire

DESCRIPTION

Owner alleges she smelled a burning smell while driving, and heard a humming sound from under the hood. After parking the car at work and turning it off, she could not restart the car. Her husband tried to jump start the car, but could not. The husband said he could also smell a burnt wiring odor. Vehicle was towed to an auto shop.

FIRE INJURIES 0 FATALITIES

ANALYSIS An inspection<sup>14</sup> revealed evidence of a burn on the alternator and

label, but no actual fire, and no other damage to the vehicle. The cause of the event was believed to be failure of the alternator.

<sup>&</sup>lt;sup>14</sup> The inspection was conducted at the request of counsel in anticipation of litigation and the report is being withheld under a claim of attorney work-product privilege.