INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

[redacted]
Billerica, MA
[redacted]

RECEIVED
THE ROSE LAW FIRM, PLLC
APR 0 1 2015
CASE: Gerrior
FILE: No file open
POSTMARK DATE 4/3/15
EMAIL ____ FAX ____
USPS X OVERNIGHT ____
ENTERED KA
KBR

April 3, 2015

137889

Chrysler Group LLC
Chrysler, Dodge and Jeep
Keith B. Rose, Esq.
The Rose Law Firm, PLLC
501 New Karner Road
Albany, New York 12205

Dear Sir or Madam:

We believe that our car is a "lemon" under the Massachusetts Lemon Law (Massachusetts General Laws; c. 90 Sec. 7N1/2). We are hereby making a written demand for relief under the Lemon Law and the Massachusetts Consumer Protection Act (Massachusetts General Laws, c. 93A, Sec.9).

We purchased a **2014 Jeep Grand Cherokee Overland** on **April 27, 2014** from **Lawless Dodge, Chrysler, Jeep** on **196 Lexington Street** in **Woburn, Massachusetts.** The vehicle identification number or VIN number is **1C4RJFT9EC**[redacted] Since we bought the vehicle, we have had to return it to the dealership a total of **eight (8)** times. Our vehicle has been out of service for repairs for a total of **20.625 (to date)** business days. Our vehicle has been in **Lawless Dodge, Chrysler, Jeep** for repairs on the following dates for repair of the following defects:

Please see attached documentation

I am having the following problems with my vehicle at this time:

- **Rapping Noise from lifters at start up**
- **White plumes of smoke which smells oily at start up**
- **BRAKE! (FCW) message constantly comes on for no reason**
- **"ACC / FCW Unavailable Wipe Front Radar Sensor" warning will display and also a chime for no reason**
- **Car starter will not work because of the Malfunction Indicator Light (MIL)**
- **Car burns oil**

These remaining defects substantially impair the use, market value or safety of my vehicle. We are hereby allowing you one final repair opportunity. If these repairs are not completed within

seven business days of receipt of this letter, we are entitled to a replacement vehicle acceptable to us or a refund calculated in accordance with the Lemon Law.

Failure to comply with the Lemon Law is a violation of Massachusetts General Laws, c. 93A, and you may be subject to double or triple damages as well as attorney's fees and court costs if this matter is taken to court.

I look forward to hearing from you soon.

Sincerely,

[redacted]

Enclosures: Booklet detailing defects

Chronological Order of Defects - 2014 Jeep Overland

	Date	Milage	Comments	Invoice #	# Days
	4/27/2014	36	Purchased Jeep Grand Cherokee Overland - Stock Number WK40641, Model Number WKJ874, VIN # 1C4RJFCT9EC3[redacted] from Lawless		
1	5/10/2014		Noticed white smoke coming from the tail pipe exhaust. On one occasion, there was a big white plume which made us start monitoring it.		
2	5/12/2014		Sent [redacted]e-mail inquiring about how to read dip stick because manual did not show any information and the dip stick did not have a "FULL" indicator line. Our concern was that the Jeep was burning oil.		
3	5/12/2014		Drove to Lawless at lunch time to see service manager, John and he pulled the dip stick and showed us the hash marks where the acceptable levels of oil falls within. The top of the hash mark is full, the bottom indicates that oil needs to be added. We had questions on the hand painted markings on different parts of the engine that didn't look like factory markings. He wasn't sure, so we checked another Overland on the showroom floor which was marked in the same manner and determined that they were QC marks.		
4			Over the next few days, we continued to see smoke coming from the exhaust. We were very concerned and scheduled an appointment to have the Jeep looked at.		
5	5/14/2014		Made 2 videos of jeep blowing white smoke out of exhaust. Dropped Jeep off on the evening of May 14, 2014		
6	5/15/2014	468	At Lunch time, [redacted] went to Lawless to and asked Frank Mutz if they had determined the problem. Frank said they had started it several times and didn't see any smoke. [redacted] asked if he could go outside with someone and start it to see if it would smoke. Invoice stated that they performed scans, no codes present at this time. Jeff accompanied Denis to the back lot at the top of the hill. We started the car and both witnessed smoke coming from the tailpipe. Corrective Action written on invoice "Perform scan/no codes present at this time/started vehicle with owner present/some smoke from tailpipe present/no abnormal condition at this time/customer to pick up vehicle and will monitor".	136140	1
7	5/17/2014		We continued to monitor and take several videos of the tailpipes smoking at start-up. All videos are available for you		
8	5/20/2014		Took video of jeep starting up showing it blowing out a large continous amount of white smoke.		
9	5/21/2014		Took video of jeep starting up showing it blowing out a large continous amount of white smoke.		
10	5/22/2014		Took video of jeep starting up showing it blowing out a large continous amount of white smoke.		
11	5/23/2014		Took video of jeep starting up showing it blowing out a large continous amount of white smoke.		
12	5/24/2014		Took video of jeep starting up showing it blowing out a large continous amount of white smoke.		
13	6/11/2014	2076?	[redacted]hecked oil and was down a quart. Had oil changed at Lawless. Customer statement of problem written on invoice "Cloud of smoke from engine when started up at times/c/s/used one qt of oil in app 2000 miles" Corrective Action "Check for leaks from under vehicle/no leaks found/started vehicl 3 times no excessive smoke at this time/operating as designed." ***(2076 mileage on invoice probably isn't correct)***	137576	0.25
14	6/14/2014		Noticed that the lifters were making loud noises at start up. Began to monitor by making recordings.		
15	6/17/2014		An audio recording was made to show to the service department so they could understand what we were hearing at start-up (rapping noise) Voice recording 003		

Chronological Order of Defects - 2014 Jeep Overland

	Date	Milage	Comments	Invoice #	# Days
16	6/29/2014		Continued to monitor for lifter noise during start up (did not occur during every start up). However at 6:00 pm (Voice recording 012) and again in the morning of 6/30 (Voice recording 013) presented loud lifter noises at start up. All audio recordings have been saved for the record and are available for you to listen to at any time.		
17	7/3/2014		[redacted]went to Lawless and showed videos of the smoke and audios of the rapping of the lifters to Alex. He sent me immediately to Frank to set up an appointment to investigate and straighten it out. Alex and Frank were surprised at what they were hearing and seeing. Frank told Denis that he would look into it and call back with an appointment. The appointment is scheduled for July 9th.		
18	7/5/2014		Audio recording of lifter noise - Voice recording 019.		
19	7/6/2014		Light rap of lifter noise was audio recorded - Voice recording 022.		
20	7/9/2014	2099	Brought Jeep to Lawless. Told them that jeep had burned a quart of oil since the last oil change (at the time of oil change, the dip stick indicated at least 1/2 quart overfilled). Service Manager John said that Jeep Chrysler does not consider burning a quart of oil over 700 mile concerning. I parked the jeep on top of the hill beyond the drop off area. When I went to transfer my stuff from our jeep to the rental, Dan came wandering up the hill with our clicker. Jack Gallagher was also present and when Dan started our jeep with the clicker, they both witnessed the rapping noise of the lifters which lasted 4-5 seconds. Both acknowledged hearing it. Denis reported this to Frank. Customer Statement of Problem "Smoke from exhaust when first started/lifter noise at start up" Cause of action to take "Replace PCV valve, replace intake manifold gaskets, update PCM with newer software, reassemble and test" see invoice for more detail	139075	
21	7/14/2014		[redacted]called to check on the status of the "rental" costs. He also asked Jack on the status of our Jeep and was told that they were still trying to decide what to do.		
22	7/18/2014	2099	Date closed - July 18th at 4:30 pm	139075	8
23	8/25/2014		Try to start with jeep with car starter. Car wouldn't start (MIL light was on).		
24	8/25/2014		Try to start with car starter but would not start.		
25	8/29/2014		Loud rapping of the lifters at start up 5-6 seconds Voice recording 028		
26	9/11/2014	6325	Oil change	142585	
27	12/12/2014	9074	Add one quart of oil		
28	12/16/2014	9139	Oil change, rotate tires	147735	
29	12/27/2014		Loud rapping of the lifters at start up 5-6 seconds Voice recording 029		
30	1/1/2015		Loud rapping of the lifters at start up 5-6 seconds Voice recording 032		
31	1/6/2015	10489	P64 recall Customer states that "check engine light keeps coming on" check and advise. Cause of action to be taken "no codes at this time". Customer statement of problem "c/s knocking noise when started especially when cold" Corrective Action "needs lifters/customer to reschedule".	148801	
32	1/14/2015	10489	Date closed - January 14, 2015	148801	7

Chronological Order of Defects - 2014 Jeep Overland

	Date	Milage	Comments	Invoice #	# Days
33	1/29/2015	10781	Customer States "Noise from engine when first started cold/SOP lifters per J.O." Corrective Action "Remove cylindar heads to inspect lifters and found roller bearings excessively worn on lifters, replace cam shaft and all lifters and reassemble engine and run engine to verify noise gone and restart after a cool down and no excessive noise was present from lifters."	149872	
34	2/3/2015	10781	Date Closed - February 3, 2015	149872	4
35	3/21/2015	11975	Added 1 qt of oil		
36	3/27/2015		Brought Jeep to Lawless because MIL light is on. ACC/FCW/Windshield wiper radar not available. BRAKE avoidance message comes on when driving under overpass or low hanging branches or wires. Code reads "communication". Also mentioned that the lifters were making rapping noises again. Waited in dealership for 3 hours. No SUV rental/courtesy vehicles available. Made appointment for April 3, 2015. *Did not receive a copy of the Invoice/Work Order.*		0.375
37	3/28/2015		**SOUNDS TERRIBLE, lifters louder than ever** Voice recording 034		
38	3/28/2015		6:00 pm Loud lifters again Voice recording 035		
39	3/29/2015		10:00 am Jeep would not start using clicker. Engine Light issue Voice recording 036		
40	3/29/2015	12125	Checked oil, down 1/2 quart		
41	3/29/2015		5:00 pm started jeep - large plumes of smoke and loud lifter noise Voice recoding 037 Video recording 171357		
42	3/30/2015		Loud lifters again Voice recording 007.amr Found in Text		
43	4/1/2015		BRAKE avoidance message came on while driving for a shadow on the highway ACC/FCW etc. disabled message continues to display		
44	4/1/2015		Started around 8:00 pm, large white plumes of smoke with an oily smell Video recording 221227		
45	4/2/2015		7:00 am loud lifter noise Voice recording 039		
46	4/2/2015		On Thursday, April 2, 2015, [redacted] and I met with Alex to discuss our issues with our 2014 Jeep Grand Cherokee Overland. We showed him the booklet that we had prepared and asked him what our options were. He told us that we could trade in the jeep for a new one and take a $7,000 hit but that we probably didn't want to do that. We wanted to talk to Chris Chapman, but he was only available for a few minutes to listen to some audio of the lifters raping and some video of the tail pipes blowing out a cloud of white smoke. We did talk to Ryan Dodge and showed him the pictures and videos. He told us that he would try to figure out what could be done. He knew that we were scheduled for service on Friday, April 03, 2015 at 8:00 am and told us to call him later in the day because he would try to get us a Jeep Grand Cherokee for a courtesy car. However, he told us if we pursued the "Lemon Law", then Lawless would no longer be able to touch the vehicle. He took our booklet, we shook hands and left.		
47	4/2/2015		[redacted]lked to Frank and asked him if there were any courtesy cars available for April 3rd. There were not any cars available at that time.		
48	4/2/2015		I called Steve Pedro (as he had requested me to do) at 3:30 pm to confirm that there was a courtesy car available. He did not answer, but Donny picked up. He told me that there weren't any courtesy cars available.		

Chronological Order of Defects - 2014 Jeep Overland

	Date	Milage	Comments	Invoice #	# Days
49	4/2/2015		I then called Ryan Dodge and left him a voice mail He didn't return my call.		
50	4/2/2015		I called Steve Pedro again and left him a voice mail. He didn't return my call.		
51	4/2/2015		At 5:08, I called Ryan Dodge again. Dave picked up and told me that Ryan had left for the day but he would leave a note on his desk. Ryan still has not returned either of my calls.		
52	4/2/2015		Later in the evening, Denis called and asked for Chris Chapman. He was told that he was still at the dealership but was busy. The person that had answered said he would have Chris call me at home and took down my number. Chris never called back.		
53	4/3/2015		Because there wouldn't be a courtesy car available for me I thought that it would be the right thing to do and call service to cancel my appointment. Frank Mutz answered the phone and was very nice and told me that they did have a Wrangler available. I told him that nobody ever called me back to tell me this and I would still need to cancel because we are now pursuing the "lemon law" (as stated by Ryan Dodge). I wish I never called.		
54	4/3/2015		We are very disappointed that no one got back to us or took us seriously after we left Lawless yesterday. You would think that after all the time that we spent documenting the defects and presenting our problems that we have been dealing with that someone would have had the courtesy and respect to get back to us. It was clearly shown in our folder presented to the upper management of Lawless that Pam and I have been loyal Jeep Chrysler customers for 4 decades. This is how we are treated? It seemed like we didn't matter anymore. A few simple return phone calls could have remedied this.		
			TOTAL DAYS BEING SERVICED AT LAWLESS JEEP CHRYSLER		**20.625**

LAWLESS, INC.

Jeep dodge RAM SRT

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 468
Tag Number: 1459 Mileage Out: 468

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: MAY 16 14 12:31 PM
Copy # 1
Date Opened: MAY 15 14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
c/s plume of smoke from tailpipe when engine is started/clicking sound and smoke switches from on tailpipe to other					
1 -- Cause/Action to Take					
09 - .					
1 -- Correction/Action Taken					
perform scan/no codes present at this time/started vehicle with owner present/some smoke from tailpipe present/no abnormal condition at this time/customer to pick up vehicle and will monitor	9999				0.00
Sub Total Parts					0.00
SubTotal Job # 1					0.00

Miscellaneous Charges and Deductions For All Jobs

isposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (l, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an nvironmentally safe manner. Any charges for disposal of hazardous waste reflects out onformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

'arts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free stimates.

If you are happy let your neighbor know. If you are unhappy call your authorized representative at once. Our Goal: "No unhappy owners." thank you for bringing your car to us for service.

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Jeep RAM

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WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 2076
Tag Number: EXP Mileage Out: 2076

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JUN 11 14 12:34 PM
Copy # 2
Date Opened: 06/11/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
ENGINE OIL & FILTER-LUBE CHASSIS-CHECK & TOP OFF ALL FLUIDS INSPECT EXHAUST SYSTEM-BELTS-STRUTS-SHOCKS-CV JOINTS-FRONT SUSPENSION-WIPERS-LIGHTS**					
1 -- Cause/Action to Take					
ELOF - replaced oil and filter					
1 -- Correction/Action Taken					
.	3532				0.00
Part Number / Failed / Description					
68055891AA / *OIL-5W30		8	8		
4884899AB / FILTER-ENGINE OIL		1	1		
Sub Total Parts				Service Contract	
SubTotal Job # 1				Service Contract	
2. Customer statement of problem					
FREE 16 POINT INSPECTION INCLUDES: INSPECT TIRES/TIRE PRES/ WIPERS/EXT LAMPS/COOL SYS/A-FILTER/FLUIDS/BELTS/HOSES/<>*<>*<>					
1 -- Cause/Action to Take					
16P - done					
1 -- Correction/Action Taken					
done	3532				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00
3. Customer statement of problem					
c/s cloud of smoke from engine when started up at times/c/s used 1 quart of oil in app 2000 miles					
1 -- Cause/Action to Take					
11 - .					
1 -- Correction/Action Taken					
check for leaks from under vehicle/no leaks found/started vehicle 3 times					0.00
no excessive smoke at this time/operating as designed					

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WOBURN, MA 01801
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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 2076
Tag Number: EXP Mileage Out: 2076

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]

Printed: JUN 11 14 12:34 PM
Copy # 2
Date Opened: 06/11/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Sub Total Parts					0.00
SubTotal Job # 3					0.00
Miscellaneous Charges and Deductions For All Jobs					

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

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Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
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LAWLESS CHRYSLER JEEP DODGE
(781) 935-2212
196 LEXINGTON STREET
WOBURN, MA 01801

VEHICLE CHECKUP

MOPAR EXPRESS LANE
FAST OIL CHANGES & MORE

[redacted] Customer Name

[redacted] R.O. Number

Phone

Vehicle Year/Model

VIN Number

2016 Mileage

Date

- Checked and OK
- Will need future attention
- Requires immediate attention
- Not applicable

EXTERIOR CHECKUP

Headlamps

Left Front Wipers

Right Front Wipers

Oil Change Interval Indicator Reset

Rear Wiper

Taillamps

Brake Light Inspection

Notes

UNDERHOOD CHECKUP

Battery Check

Hoses

Engine Coolant

Belts

Power Steering Fluid

Air Filter

Motor Oil

Washer Fluid

Brake Fluid

Cabin Air Filter

Transmission Fluid

Horn Inspection

Notes

UNDER VEHICLE CHECKUP

Left Front Tire Tread Depth /32nds

Steering/Suspension Shocks/Struts

Right Front Tire Tread Depth /32nds

Left Front Brake Pads

Front Differential

Right Front Brake Pads

Left Axle Boots

Right Axle Boots

Transfer Case

Exhaust System

U-Joints

Left Rear Brake Pads

Rear Differential

Right Rear Brake Pads

Left Rear Tire Tread Depth /32nds

Spare Tire Tread Depth /32nds

Right Rear Tire Tread Depth /32nds

Notes

ORIGINAL – CUSTOMER COPY CANARY – DEALER FILE PINK – FOLLOW-UP FILE

81-216-5006

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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 2099
Tag Number: 074 Mileage Out: 0

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 180.15
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]

Printed: JUL 18 14 4:24 PM
Copy # 1
Date Opened: 07/09/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
C/S SMOKE FROM EHXAUST WHEN 1ST STARTED /CLICKING NOISE FROM ENGINE					
1 -- Cause/Action to Take					
09 - Check for smoke and noise on cold start up, some lifter tick for first 2 seconds, faint blue smoke for first 2 seconds also, check for related TSB's or STAR cases, check for updated oil pan as referenced in TSB 09-002-13, engine has updated pan, check oil level, not overfull, follow diagnostics outlined in STAR case #s1309000012, remove intake manifold and inspect, some oil inside intake, inspect PCV valve and hose, contact STAR center for technical assistance, request # 708863, follow directions givin by tech advisor, preform dry compression test, preform wet compression test, preform cylinder leakage tests, inspect plugs for fouling, update STAR center with findings.					
1 -- Correction/Action Taken					
Replace PCV valve, replace intake manifold gaskets, update PCM with newest software, reassemble and test.	1910				0.00
Part Number **Failed** **Description**					
53032940AB VALVE-PCV	1	1	47.75	47.75	
53022142AB SEAL-PCV	2	2	10.38	20.76	
53022143AB SEAL-INTAKE MANIFOLD	8	8	12.63	101.04	
Sub Total Parts					169.55
SubTotal Job # 1					169.55
2. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
RENTAL -					
1 -- Correction/Action Taken					
	9999				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00

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Jeep DODGE RAM SRT

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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 2099
Tag Number: 074 Mileage Out: 0

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 180.15
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JUL 18 14 4:24 PM
Copy # 1
Date Opened: 07/09/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
3. Customer statement of problem					
MULTI POINT VEHICLE INSPECTION					
MPVI -					
1 -- Correction/Action Taken					0.00
Part Number / Failed / Description					
53022343AI — ENGINE OIL PAN	1	0	227.50	0.00	
Sub Total Parts					0.00
SubTotal Job # 3					0.00
4. Customer statement of problem					
RRT 14-050					
1 -- Cause/Action to Take					
Open RRT					
1 -- Correction/Action Taken					
Preform RRT 14-050	1910				0.00
Sub Total Parts					0.00
SubTotal Job # 4					0.00

Miscellaneous Charges and Deductions For All Jobs

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	169.55
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	10.60
AMOUNT DUE	**180.15**

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Saturday 7:30 AM - 12:00 Noon
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FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 6325
Tag Number: Mileage Out: 6325

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 208.78
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: SEP 11 14 11:18 AM
Copy # 1
Date Opened: 09/11/14
Date Notified:
Date Delivered:

Description			QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem							
Customer states sop mud flap please install							
1 -- Cause/Action to Take							
Add front and rear mopar moulded mud gaurds.							
1 -- Correction/Action Taken							
Install front and rear mud gaurds.			1910				124.95
Part Number	**Failed**	**Description**					
82212019AC		SPLASH MOLDED - FRONT GUARD KIT	1	1	39.45	39.45	
82212020AD		SPLASH MOLDED - REAR GUARD KIT	1	1	39.45	39.45	
		Sub Total Parts					78.90
		SubTotal Job # 1					203.85
2. Customer statement of problem							
Replace Engine Oil & Filter-Lube Chassis-Check & top off all Fluids *INSPECT Exhaust System-Belts-Battery-Brake Hoses-CoolingSystem Hoses-Struts-Shocks-CV Joints-Front Suspension-Wipers-Lights**							
1 -- Cause/Action to Take							
LOF - L.O.F.							
1 -- Correction/Action Taken							
L.O.F.			1910				0.00
Part Number	**Failed**	**Description**					
4884899AB		FILTER-ENGINE OIL	1	1			
68258687AA		5W20 OIL	7	7			
		Sub Total Parts					Service Contract
		SubTotal Job # 2					Service Contract
3. Customer statement of problem							
MULTI POINT VEHICLE INSPECTION							
1 -- Cause/Action to Take							
MPVI - 16p							
1 -- Correction/Action Taken							
done			1910				0.00
Part Number	**Failed**	**Description**					
1SW17DX9AA		SCREW COVER	1	0	25.10	0.00	

LAWLESS, INC.

Jeep dodge RAM SRT

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FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]

Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: V[redacted] Mileage In: 6325
Tag Number: Mileage Out: 6325

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 208.78
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]

Printed: SEP 11 14 11:18 AM
Copy # 1
Date Opened: 09/11/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Sub Total Parts					0.00
SubTotal Job # 3					0.00
Miscellaneous Charges and Deductions For All Jobs					

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	124.95
Total Parts	78.90
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	4.93
AMOUNT DUE	**208.78**

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FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): ([redacted) Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 9319
Tag Number: Mileage Out: 9319

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Khoa Nguyen
Estimate Amount: $ 21.35
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: DEC 16 14 2:59 PM
Copy # 1
Date Opened: 12/16/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
ENGINE OIL & FILTER-LUBE CHASSIS-CHECK & TOP OFF ALL FLUIDS INSPECT EXHAUST SYSTEM-BELTS-STRUTS-SHOCKS-CV JOINTS-FRONT SUSPENSION-WIPERS-LIGHTS**					
1 -- Cause/Action to Take					
ELOF - lof					
1 -- Correction/Action Taken					
lof	1590				0.00
Part Number **Failed** **Description**					
68258687AA 5W20 OIL	8	8			
4884899AB FILTER-ENGINE OIL	1	1			
Sub Total Parts				Service Contract	
SubTotal Job # 1				Service Contract	
2. Customer statement of problem					
ROTATE TIRES					
1 -- Cause/Action to Take					
EROT - erot					
1 -- Correction/Action Taken					
rot	1590				19.95
Sub Total Parts					0.00
SubTotal Job # 2					19.95
3. Customer statement of problem					
MULTI POINT VEHICLE INSPECTION					
1 -- Cause/Action to Take					
MPVI - multiti					
1 -- Correction/Action Taken					
mul	1590				0.00
Sub Total Parts					0.00
SubTotal Job # 3					0.00

Miscellaneous Charges and Deductions For All Jobs

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[redacted]
Billerica, MA [redacted]

Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 9319
Tag Number: Mileage Out: 9319

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Khoa Nguyen
Estimate Amount: $ 21.35
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]

Printed: DEC 16 14 2:59 PM
Copy # 1
Date Opened: 12/16/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Shop Supplies-Hazardous Waste Disposal					1.40

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	19.95
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	1.40
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**21.35**

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Service & Parts
STICK WITH THE SPECIALISTS
DODGE CHRYSLER Jeep SRT

LAWLESS CHRYSLER JEEP DODGE
(781) 935-2212
196 LEXINGTON STREET
WOBURN, MA 01801

VEHICLE CHECKUP

[redacted] Customer Name

[redacted] R.O. Number

Phone

'14 JGC Vehicle Year/Model

VIN Number

9319 Mileage

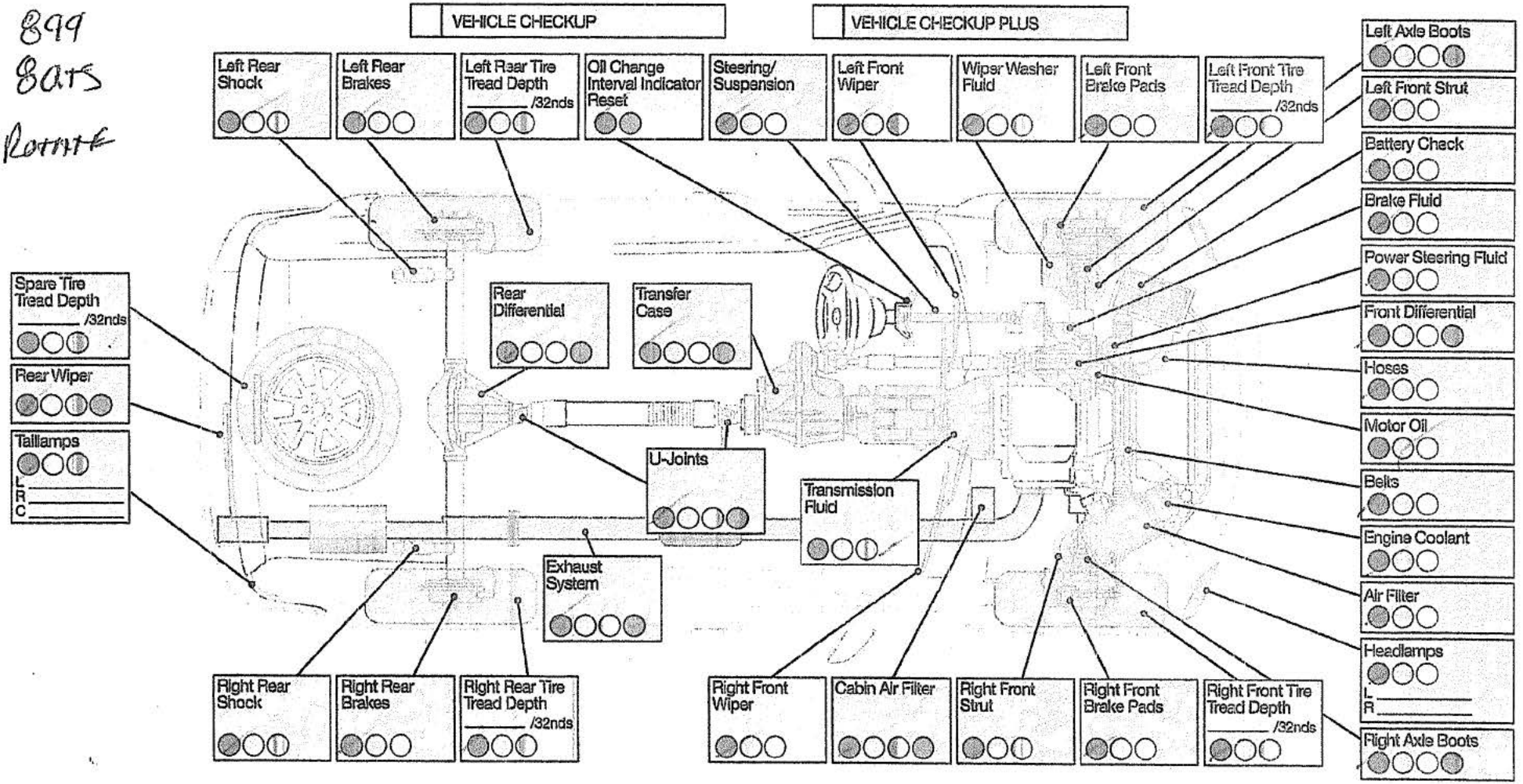
12/16/14 Date

- Checked and OK
- Will need future attention
- Requires immediate attention
- Not applicable

899
80K5
Rotate

VEHICLE CHECKUP

VEHICLE CHECKUP PLUS



Notes:

ORIGINAL – CUSTOMER COPY, CANARY – DEALER FILE, PINK – FOLLOW-UP FILE

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81-216-5004

CHRYSLER

REPROGRAM STEERING COLUMN CONTROL MODULE

IMPORTANT SAFETY RECALL

P64 / NHTSA 14V-636

This notice applies to your vehicle (VIN:1C4RJFCT9EC[redacted]

This notice is sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

Dear [redacted]

Chrysler has decided that certain **2014 model year Dodge Durango and Jeep® Grand Cherokee vehicles** fail to conform to Federal Motor Vehicle Safety Standard (FMVSS) No. 126 – Electronic Stability Control Systems.

The problem is...	**The Steering Column Control Module (SCCM) on your vehicle may experience electrical interference (static) in the SCCM printed circuit board communication circuit. This unintended electrical interference (static) can cause the Electronic Stability Control (ESC) to become disabled and the ESC warning lamp to illuminate. A loss of ESC function during certain driving conditions could cause a crash without warning.**
What your dealer will do...	**Chrysler will repair your vehicle free of charge (parts and labor).** To do this, your dealer will reprogram the SCCM with new software. The work will take about ½ hour to complete. However, additional time may be necessary depending on service schedules.
What you must do to ensure your safety...	Simply **contact your Chrysler, Jeep, Dodge or RAM dealer** right away to schedule a service appointment. **Please bring this letter with you to your dealer.**
If you need help...	If you have questions or concerns which your dealer is unable to resolve, please contact the Chrysler Group Recall Assistance Center at 1-800-853-1403.

Please help us update our records by filling out the attached prepaid postcard if any of the conditions listed on the card apply to you or your vehicle. You may also update this information on the web at www.chrysler.com/ownersreg.

If you have already experienced this condition and have paid to have it repaired, please send your original receipts and/or other adequate proof of payment to the following address for reimbursement: Chrysler Customer Assistance, P.O. Box 21-8007, Auburn Hills, MI 48321-8007, Attention: Reimbursement. Once we receive and verify the required documents, reimbursement will be sent to you within 60 days.

If your dealer fails or is unable to remedy this defect without charge and within a reasonable time, you may submit a written complaint to the Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590, or call the toll-free Vehicle Safety Hotline at 1-888-327-4236 (TTY 1-800-424-9153), or go to http://www.safercar.gov.

We're sorry for any inconvenience, but we are sincerely concerned about your safety. Thank you for your attention to this important matter.

Ask your dealer about the following notification(s). Our records indicate that your vehicle also requires repair for notification(s): P36

Customer Services / Field Operations
Chrysler Group LLC

Note to lessors receiving this recall: Federal regulation requires that you forward this recall notice to the lessee within 10 days.

RAM DODGE CHRYSLER Jeep SRT FIAT MOPAR

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FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H) [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/06/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
1 -- Cause/Action to Take					
RENTAL - rental					
1 -- Correction/Action Taken					
csc covered	4528				0.00
Sub Total Parts				Service Contract	
Miscellaneous Charges and Deductions					
SubTotal Job # 1				Service Contract	
2. Customer statement of problem					
Customer states check engine lights keep coming on ck and advise					
1 -- Cause/Action to Take					
scan					
1 -- Correction/Action Taken					
no codes at this time	4528				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00
3. Customer statement of problem					
c/s knocking noise from engine 1st started especially when cold					
1 -- Cause/Action to Take					
09 - .					
1 -- Correction/Action Taken					
needs lifters/customer to reschedule	4528				0.00

Part Number	Failed	Description		
53021726BC		TAPPET-HYDRAULIC	2	0
53021728BC		TAPPET-HYDRAULIC	2	0
53022372AA		CAMSHAFT-ENGINE	1	0
53022306AA		GASKET-CYLINDER HEAD	1	0
53022307AA		GASKET-CYLINDER HEAD	1	0
53022143AB		SEAL-INTAKE MANIFOLD	8	0

Sub Total Parts — Warranty

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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/06/15
Date Notified:
Date Delivered:

Description	Qty Ord	Qty Del	Price	Ext Total	Grand Total
SubTotal Job # 3					Warranty
4. Customer statement of problem					
perform p36 recall					
1 -- Cause/Action to Take					
08 - recall					
1 -- Correction/Action Taken					
inspect wiring and install guides per recall	4528 4528				0.00
Part Number **Failed** **Description**					
CBXDP361AA VISOR SPACER	1	1			
Sub Total Parts					Warranty
SubTotal Job # 4					Warranty
5. Customer statement of problem					
perform p64 recall					
1 -- Cause/Action to Take					
08 - recall					
1 -- Correction/Action Taken					
rprogram sccm per recall	4528 4528				0.00
Sub Total Parts					Warranty
SubTotal Job # 5					Warranty
6. Customer statement of problem					
perform rrt 14-087					
1 -- Cause/Action to Take					
08 - rrt					
1 -- Correction/Action Taken					
flash hvac module per rrt	4528 4528				0.00
Sub Total Parts					Warranty
SubTotal Job # 6					Warranty
7. Customer statement of problem					
MULTI POINT VEHICLE INSPECTION					

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[redacted]
Billerica, MA [redacted]
Phone (H): ([redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/06/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1 – Cause/Action to Take					
MPVI - 16p					
1 – Correction/Action Taken					
done	4528				0.00
Sub Total Parts					0.00
SubTotal Job # 7					0.00

Miscellaneous Charges and Deductions For All Jobs

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

Parts, Service, and Body Shop Hours
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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Email: [redacted]

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10781
Tag Number: 629 Mileage Out: 10781

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

[redacted]
Printed: FEB 3 15 1:55 PM
Copy # 1
Date Opened: 01/29/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
c/s noise from engine when 1st started cold/sop lifters per j.o					
1 -- Cause/Action to Take					
09 - lifter noise					
1 -- Correction/Action Taken					
remove cylinder heads to inspect lifters and found roller bearings excessively worn on lifters. Replace camshaft and all lifters and reassemble engine and run engine to verify noise gone and restart after a cool down and no excessive noise was was present fron lifters	4528	4528			0.00
Part Number **Failed** **Description**					
68258687AA 5W20 OIL	7	7			
53022143AB SEAL-INTAKE MANIFOLD	8	8			
53021726BC TAPPET-HYDRAULIC	2	2			
53021728BC TAPPET-HYDRAULIC	2	2			
53022306AA GASKET-CYLINDER HEAD	1	1			
53022298AA SOLENOID-MULTIPLE DISPLACEMENT	1	1			
53022372AA CAMSHAFT-ENGINE	1	1			
6036684AA NUT-U	4	4			
6036734AA SCREW-HEX FLANGE HEAD	2	2			
53021521AD CHAIN CASE COVER GASKET	1	1			
68086139AA A/C LINE CLIP	1	0			
55038003AG COOLER-CONDENSER AND TRANS COOLER	1	0			
5045515AA PUSHROD-INTAKE VALVE	1	1			
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
2. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
1 -- Cause/Action to Take					
RENTAL - RENTAL					
1 -- Correction/Action Taken					
CSC COVERED	9999				0.00
Sub Total Parts					Service Contract

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[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Email: [redacted]

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10781
Tag Number: 629 Mileage Out: 10781

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]

Printed: FEB 3 15 1:55 PM
Copy # 1
Date Opened: 01/29/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Miscellaneous Charges and Deductions					
SubTotal Job # 2					Service Contract
Miscellaneous Charges and Deductions For All Jobs					

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

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GIVEN TO LAWLESS APRIL 8, 2015

Dear Alex Schelkin,

We are very loyal Jeep Chrysler customers that own four Jeeps; 1989, 1996, 2001 and our new 2014 Overland bought from Lawless Jeep Chrysler on 4/27/2014. We take very good care of our vehicles mechanically as well as the interior and exterior including our new Overland. The following photos are pictures of our Jeep line up which represents four decades of care taken of all our Jeeps. We loved our new Overland however, we have had continuous problems with it since we bought it and it is well documented. We would be happy to sit down with you and show you all the videos of the white plumes of smoke coming from the exhaust and the audio recordings of the loud lifter/tappets noises coming from the engine at start up. From the beginning, the vehicle has burned an excessive amount of oil in my opinion for a new vehicle although I was told that Jeep Chrysler does not consider burning a quart of oil every 700 miles excessive. That sounds crazy to me and expert mechanics I have queried agree with me as well. Please see the following spread sheet listing in chronological order, the defects we continue to have.

I will say that you and your team have treated us very well and with respect and we the same with the Lawless Team through this whole ordeal which has been very frustrating and time consuming. We appreciate the courtesy rental vehicles and your efforts to correct the multiple defects which substantially impair the use, long term reliability, market value and most recently the safety of this vehicle. This is unfortunate for both parties involved. This vehicle was purchased for my wife Pamela for her primary vehicle as she retired a year ago December. We have discussed the ongoing defects of this vehicle and no longer want it! Being a car guy this has been an especially stressful situation for me and my wife knowing that we could be stuck with a Lemon. I am hoping that you and Lawless Jeep Chrysler understand this and will replace this vehicle at no charge with a new 2015 Overland of the same color, exact options and warranty. This would be our first choice but if that is not possible we would agree to a total refund of our 2014 Overland.

The third option which I do not want to exercise unless I have no other options is to declare our Jeep Grand Cherokee Overland -Stock Number [redacted] Model Number WKJ874, VIN # 1C4RJFCT9E[redacted] bought from Lawless Jeep Chrysler on 4/27/2014 a Lemon under the Massachusetts "Lemon Law" General Laws Chapter 90, Section 7N ½. Our vehicle presently meets and exceeds the criteria listed by this law.

Sincerely

[redacted]

email to lawless - April 3, 2014

On Friday, March 27, I brought our 2014 Jeep Grand Cherokee Overland to Lawless because the Malfunction Indicator Light (MIL) was on, the BRAKE! (FCW) message constantly came when driving under overpasses or low wires and the "ACC / FCW Unavailable Wipe Front Radar Sensor" warning would display and also a chime for no reason. I didn't feel safe driving it. Because I didn't have an appointment and there weren't any courtesy SUV's available, I waited for 3 hours while the problem was analyzed. Steve Pedro set up an appointment for me on April 3, 2015 at 8:00 to fix the problem. He told me to call him on Thursday afternoon to confirm that there would be a courtesy SUV available for me.

On Thursday, April 2, 2015, Denis and I met with Alex to discuss our issues with our 2014 Jeep Grand Cherokee Overland. We showed him the booklet that we had prepared and asked him what our options were. He told us that we could trade in the jeep for a new one and take a $7,000 hit but that we probably didn't want to do that. We wanted to talk to Chris Chapman, but he was only available for a few minutes to listen to some audio of the lifters raping and some video of the tail pipes blowing out a cloud of white smoke. We did talk to Ryan Dodge and showed him the pictures and videos. He told us that he would try to figure out what could be done. He knew that we were scheduled for service on Friday, April 03, 2015 at 8:00 am and told us to call him later in the day because he would try to get us a Jeep Grand Cherokee for a courtesy car. However, he told us if we pursued the "Lemon Law", then Lawless would no longer be able to touch the vehicle. He took our booklet, we shook hands and left.

- [redacted] talked to Frank and asked him if there were any courtesy cars available for April 3rd. There were not any cars available at that time.
- I called Steve Pedro (as he had requested me to do) at 3:30 pm to confirm that there was a courtesy car available. He did not answer, but Donny picked up. He told me that there weren't any courtesy cars available.
- I then called Ryan Dodge and left him a voice mail He didn't return my call.
- I called Steve Pedro again and left him a voice mail. He didn't return my call.
- At 5:08, I called Ryan Dodge again. Dave picked up and told me that Ryan had left for the day but he would leave a note on his desk. Ryan still has not returned either of my calls.
- Later in the evening, Denis called and asked for Chris Chapman. He was told that he was still at the dealership but was busy. The person that had answered said he would have Chris call me at home and took down my number. Chris never called back.

Because there wouldn't be a courtesy car available for me I thought that it would be the right thing to do and call service to cancel my appointment. Frank Mutz answered the phone and was very nice and told me that they did have a Wrangler available. I told him that nobody ever called me back to tell me this and I would still need to cancel because we are now pursuing the "lemon law" (as stated by Ryan Dodge). I wish I never called.

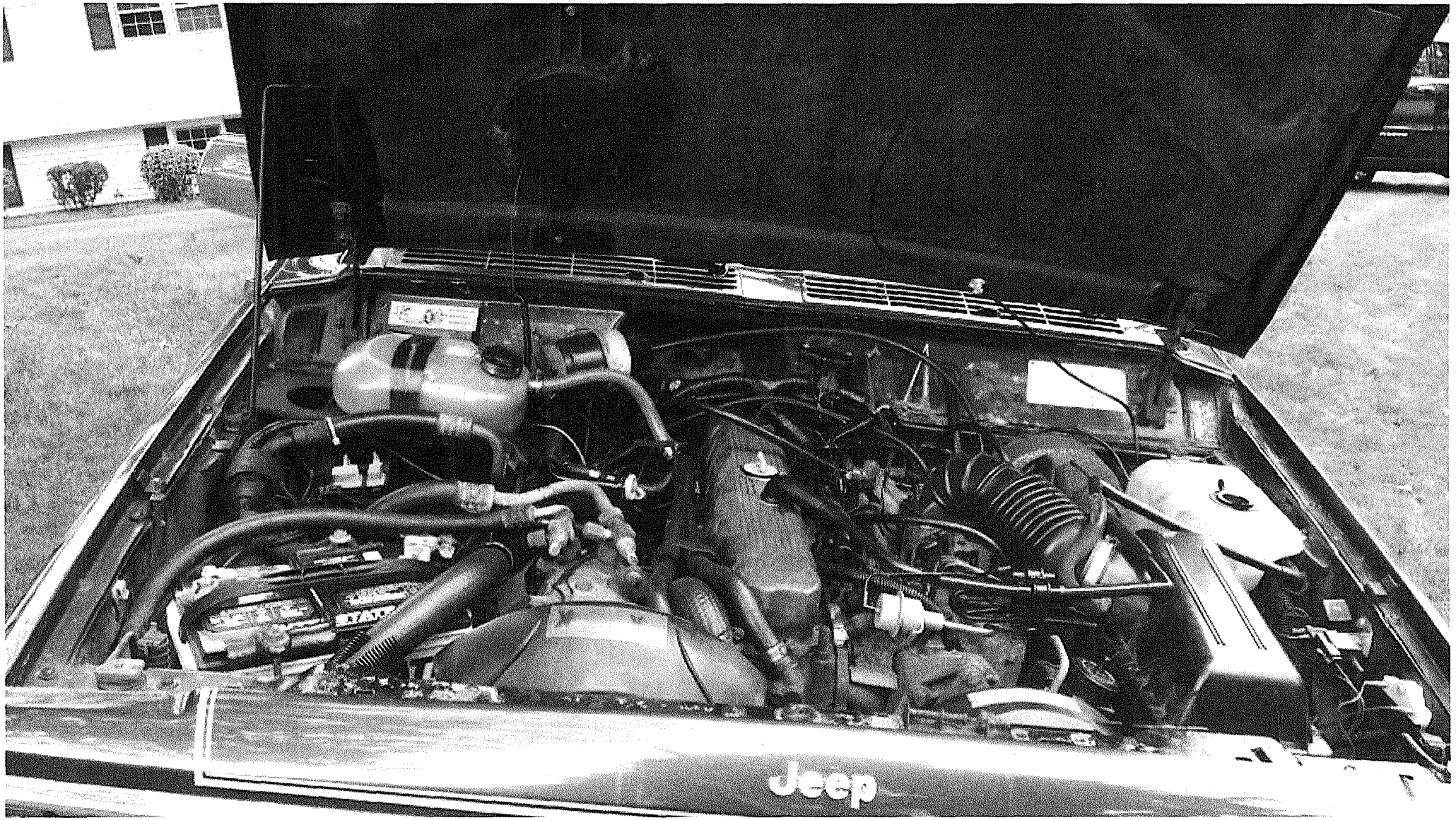
We are very disappointed that no one got back to us or took us seriously after we left Lawless yesterday. You would think that after all the time that we spent documenting the defects and presenting our problems that we have been dealing with that someone would have had the courtesy and respect to get back to us. It was clearly shown in our folder presented to the upper management of Lawless that Pam and I have been loyal Jeep Chrysler customers for 4 decades. This is how we are treated? It seemed like we didn't matter anymore. A few simple return phone calls could have remedied this.

Wagoneer
Limited

GRAND CHEROKEE
4X4
TOYO M/T
OPEN COUNTRY

GRAND CHEROKEE

Jeep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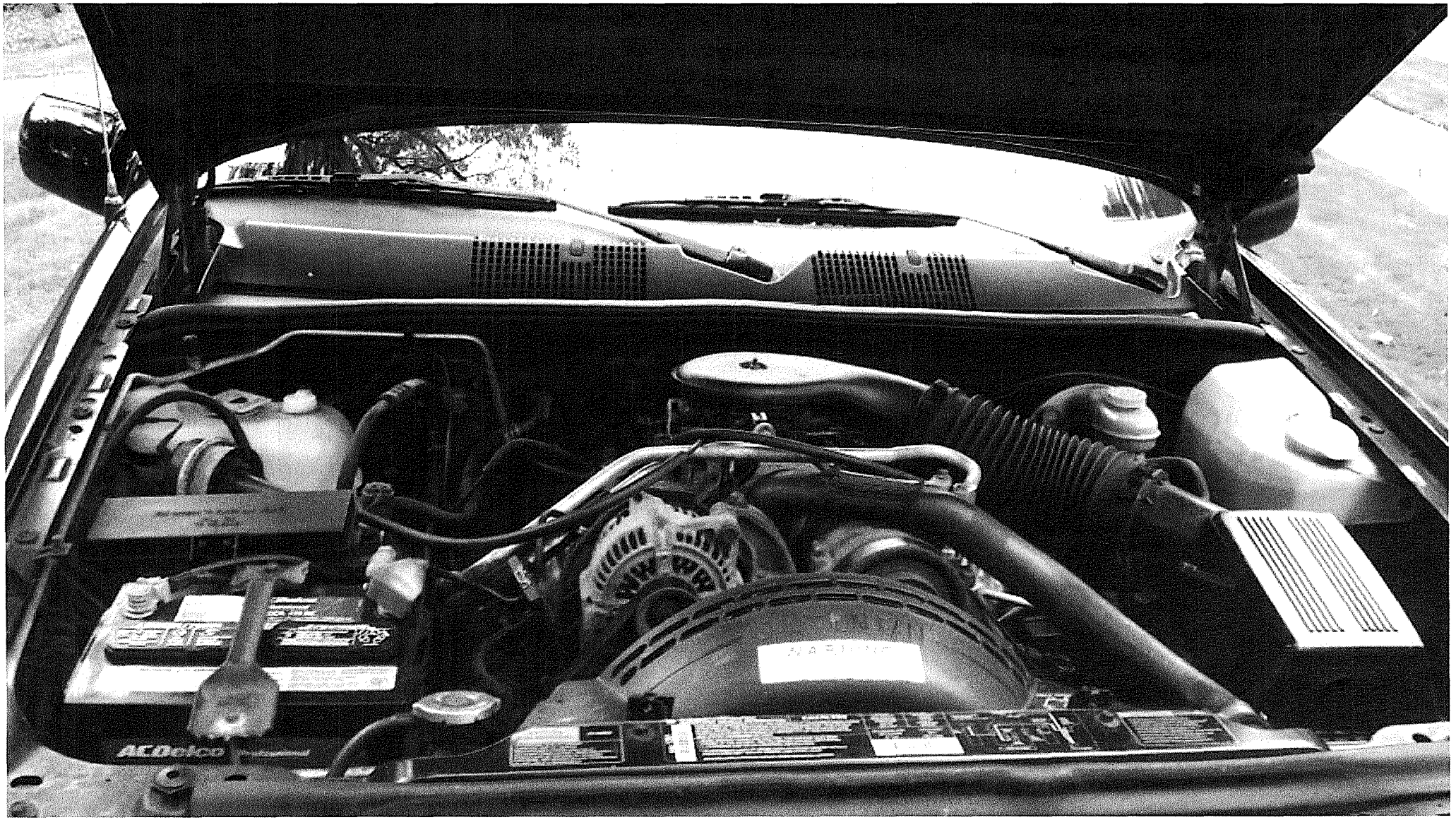
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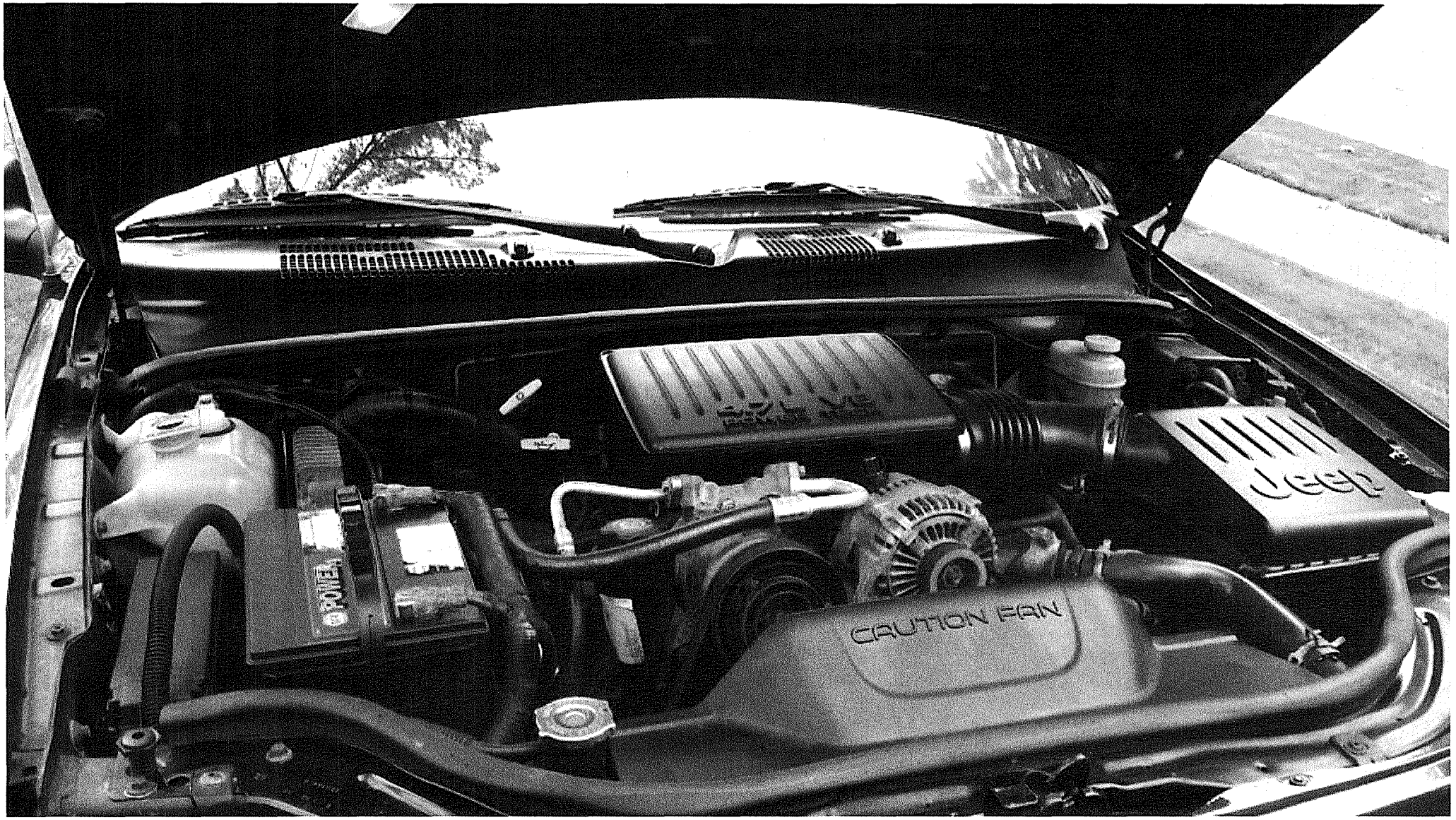
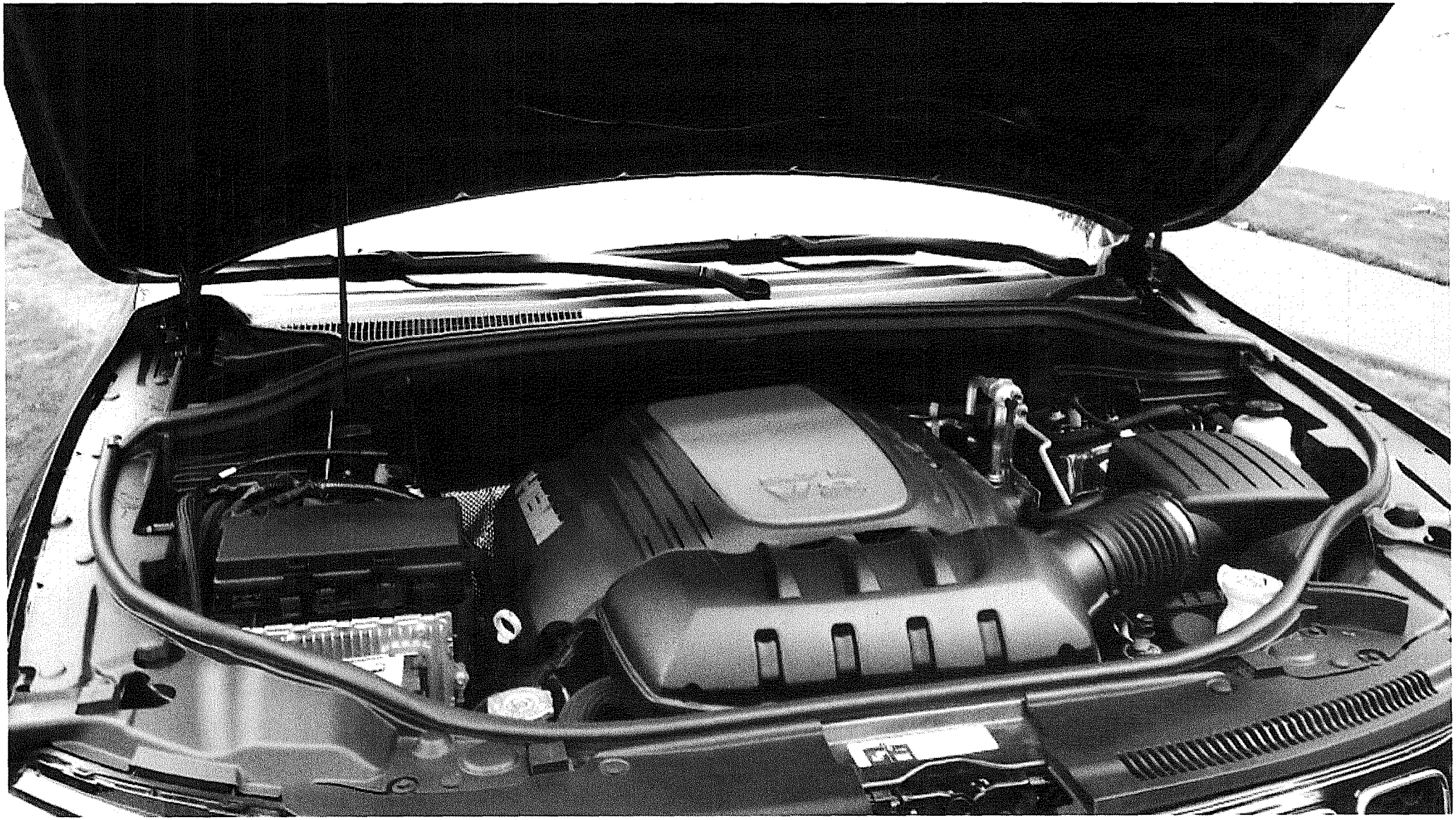

CAUTION FAN
Jeep



CT Corporation

Service of Process Transmittal

06/18/2015
CT Log Number 527314981

TO: Melissa Gravlin
FCA US LLC
1000 Chrysler Dr Ofc of
Auburn Hills, MI 48326-2766

RE: **Process Served in Massachusetts**

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. FCA US, LLC and Lawless, Inc., Dfts. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Summons, Proof of Service, Order, Motion, Complaint, Cover Sheet, Attachment(s), Exhibit(s)
COURT/AGENCY:	Middlesex Superior Court, Middlesex County, MA Case # 1[redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2014 Jeep Grand Cherokee Overland, VIN No. 1C4RJFCT9EC3[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Boston, MA
DATE AND HOUR OF SERVICE:	By Process Server on 06/18/2015 at 09:39
JURISDICTION SERVED :	Massachusetts
APPEARANCE OR ANSWER DUE:	Within 20 days after service, exclusive of the day of service
ATTORNEY(S) / SENDER(S):	Joshua N. Garick Law Offices of Joshua N. Garick, P.C. 100 TradeCenter, Suite G-700 Wobum, MA 01801 617-600-7520
ACTION ITEMS:	CT has retained the current log, Retain Date: 06/18/2015, Expected Purge Date: 06/23/2015 Image SOP
SIGNED:	C T Corporation System
ADDRESS:	155 Federal Street Suite 700 Boston, MA 02110
TELEPHONE:	617-757-6404

nformat on d splayed on th s transm ttal s for CT Corporat on's record keep ng purposes only and s prov ded to the rec p ent for qu ck reference. Th s nformat on does not const tute a legal op n on as to the nature of act on, the amount of damages, the answer date, or any nformat on conta ned n the documents themselves. Rec p ent s respons ble for nterpret ng sa d documents and for tak ng appropr ate act on. S gnatures on cert f ed ma l rece pts conf rm rece pt of package only, not contents.

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. [redacted]

MIDDLESEX , ss

[redacted] , Plaintiff(s)

v.

FCA US, LLC and Lawless, Inc. , Defendant(s)

SUMMONS

C/O CT. CORPORATION SYSTEM
155FEDERAL ST., BOSTON, MA

To the above-named Defendant: FCA US, LLC

You are hereby summoned and required to serve upon Joshua N. Garick, Esq. plaintiff's attorney, whose address is 100 TradeCenter, Suite G-700, Woburn, MA 01801, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at 200 TradeCenter, Woburn, MA 01801 either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness, **Judith Fabricant**, Esquire, at Woburn
the 16th day of June, in the year of our Lord 2015.

Clerk

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

NOTES.
1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

FORM NO. SUP. — 001

PROOF OF SERVICE OF PROCESS

I hereby certify and return that on ..... 20....., I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5)):

.....

.....

.....

.....

Dated: ....., 20.....

N.B. TO PROCESS SERVER:
PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

(_____)
(6/18/, 20 15)
(_____)

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX....., ss.

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. [redacted]

[redacted], Plff.

v.

FCA US, LLC, et al, Deft.

SUMMONS
(Mass. R. Civ. P. 4)

CIVIL ACTION COVER SHEET	DOCKET NUMBER	Trial Court of Massachusetts The Superior Court

PLAINTIFF(S): [redacted]

ADDRESS:

[redacted]

Billerica, MA [redacted]

COUNTY: Middlesex

DEFENDANT(S): FCA US, LLC

1000 Chrysler Drive

Auburn Hills, MI 48326

ATTORNEY: JOSHUA N. GARICK, ESQ.

ADDRESS: Law Offices of Joshua N. Garick, P.C.

100 TradeCenter, Suite G-700

Woburn, MA 01801

BBO: 674603

ADDRESS: LAWLESS, INC.

196 Lexington Street

Woburn, MA 01801

TYPE OF ACTION AND TRACK DESIGNATION (see reverse side)

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
A02	Goods Sold and Delivered	F	☒ YES ☐ NO

*If "Other" please describe:

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS
(attach additional sheets as necessary)

A. Documented medical expenses to date:
1. Total hospital expenses ..... $ ____
2. Total doctor expenses ..... $ ____
3. Total chiropractic expenses ..... $ ____
4. Total physical therapy expenses ..... $ ____
5. Total other expenses (describe below) ..... $ ____
Subtotal (A): $ ____

B. Documented lost wages and compensation to date ..... $ ____
C. Documented property damages to dated ..... $ ____
D. Reasonably anticipated future medical and hospital expenses ..... $ ____
E. Reasonably anticipated lost wages ..... $ ____
F. Other documented items of damages (describe below) ..... $ ____

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

TOTAL (A-F): $ ____

CONTRACT CLAIMS
(attach additional sheets as necessary)

Provide a detailed description of claims(s):
Warranty claims concerning a 2014 Jeep Grand Cherokee Overland

TOTAL: $ 60,000.00

Signature of Attorney/Pro Se Plaintiff: X [signature] **Date: June 15, 2015**

RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO SJC RULE 1:18

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney of Record: X [signature] **Date: June 15, 2015**

CIVIL TRACKING ORDER (STANDING ORDER 1- 88)	DOCKET NUMBER 1581CV04321	Trial Court of Massachusetts The Superior Court
CASE NAME: [redacted] vs. FCA US,LLC et al		Michael A. Sullivan, Clerk of Court Middlesex County
TO: Joshua Garick, Esq. Law Offices of Joshua N. Garick, P.C. 100 TradeCenter Suite G-700 Woburn, MA 01801		COURT NAME & ADDRESS Middlesex Superior - Lowell 360 Gorham Street Lowell, MA 01852

TRACKING ORDER - F - Fast Track

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION	DEADLINE		
	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		09/14/2015	
Response to the complaint filed (also see MRCP 12)		10/14/2015	
All motions under MRCP 12, 19, and 20	10/14/2015	11/13/2015	12/14/2015
All motions under MRCP 15	10/14/2015	11/13/2015	12/14/2015
All discovery requests **and depositions** served and non-expert depositions completed	04/11/2016		
All motions under MRCP 56	05/11/2016	06/10/2016	
Final pre-trial conference held and/or firm trial date set			10/11/2016
Case shall be resolved and judgment shall issue by			06/15/2017

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.
Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.
This case is assigned to

DATE ISSUED	ASSISTANT CLERK	PHONE
06/16/2015	Michael M Brennan	(978)453-0201

COMMONWEALTH OF MASSACHUSETTS [redacted]

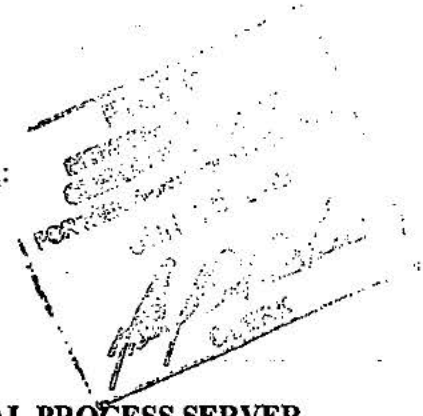
MIDDLESEX, ss SUPERIOR COURT DEPARTMENT

[redacted]
Plaintiffs,

v.

FCA US, LLC; and
LAWLESS, INC.,
Defendants.

Civil Action No.:



PLAINTIFF'S MOTION FOR APPOINTMENT OF SPECIAL PROCESS SERVER

Pursuant to Rule 4(c) of the Massachusetts Rules of Civil Procedure, the plaintiff hereby moves that the Court appoint Constable Robert Messina and/or an Associate Constable from his office, a disinterested party and of legal age, as special process server for the purpose of serving all pleadings in this action.

Respectfully Submitted,

Joshua N. Garick (BBO #674603)
LAW OFFICES OF JOSHUA N. GARICK, P.C.
100 TradeCenter, Suite G-700
Woburn, Massachusetts 01801
Phone: (617) 600-7520
Fax: (617) 600-7430
Joshua@GarickLaw.com

Counsel for Plaintiff

Dated: June 15, 2015

6/16/15 Motion Allowed
Attest: Deputy Assistant Clerk
Pierce J.J.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss SUPERIOR COURT DEPARTMENT

[redacted]
Plaintiffs,

v.

FCA US, LLC; and
LAWLESS, INC.,
Defendants

FILED
IN THE OFFICE OF THE
CLERK OF COURTS
FOR THE COUNTY OF MIDDLESEX
JUN 15 2015
CLERK

Civil Action No.: [redacted]

COMPLAINT

I. INTRODUCTION

1. This action seeks damages arising out of defective 2014 Jeep Grand Cherokee Overland, VIN No. 1C4RJFCT9E[redacted] (the "Vehicle"). This four count Complaint is brought against the manufacturer and dealership, and includes claims of: (1) violations of the Massachusetts Lemon Law; (2) violations of the Magnuson-Moss Warranty Act; (3) breach of warranty; and (4) unfair and deceptive business practices.

II. PARTIES

2. Plaintiff [redacted] is an individual who resides in Billerica, Middlesex County, Massachusetts.

3. Defendant, FCA US, LLC ("FCA") is a Delaware Corporation with a principal place of business in Auburn Hills, Michigan.

4. FCA is an automobile manufacturer that owns several brands including without limitation, Fiat, Chrysler, and Jeep.

5. FCA is the manufacturer of the Vehicle (i.e., a Jeep Grand Cherokee).

6. Defendant Lawless, Inc. ("Lawless") is a Massachusetts Corporation with a

principal place of business in Woburn, Middlesex County, Massachusetts.

7. Lawless is an automobile dealership that owns and operates Lawless Chrysler Jeep Dodge – the dealership that sold the Vehicle to Gerrior.

III. JURISDICTION AND VENUE

8. The jurisdiction of this Court is lawful and proper as both the plaintiff and Defendant Lawless are "citizens" of Middlesex County, and damages exceed $25,000.

9. Venue in Middlesex County is lawful and proper as all parties either reside, maintain a principal place of business in, or regularly transact business in Middlesex County.

IV. FACTS

10. On April 27, 2014, Gerrior purchased the Vehicle from Lawless for $54,850.94. *See* MOTOR VEHICLE PURCHASE CONTRACT, attached herewith as "Exhibit A."

11. Within two weeks of purchasing the Vehicle, Gerrior began noticing substantial mechanical problems.

12. Specifically, [redacted] noticed white smoke emanating from the Vehicle's tail pipe exhaust, with the occasional big white plume of smoke.

13. Over time, additional problems – all of which seem to be related to the initial issues with the Vehicle – began to surface. These issues include, but are not limited to excessive engine oil burning, smoke, rapping lifters/lifter noise, the Vehicle would not start, BRAKE! (FCW) message improperly appearing, the "ACC/FCW Unavailable Wipe Front Radar Sensor" warning will display for no reason, and the car starter will not work because of the Malfunction Indicator Light ("MIL") was illuminated.

14. [redacted] owns a total of four Jeeps. The ongoing mechanical defects are not the hallmarks of the reliable Jeep vehicles Gerrior has become accustomed to, and it became clear

that the Vehicle was a "Lemon" for purposes of the Massachusetts Lemon Law.

15. The Vehicle was subject to repair at least three times for the same issues and out of service in excess of fifteen days. *See* REPAIR INVOICES, attached herewith as "Exhibit B." These repairs, and dates of service, include, without limitation, those referenced in paragraphs 16 through 21, below.

16. **May 15, 2014 (1 day)**: Lawless performed service on the Vehicle less than three weeks after purchase, and opined that there was "some smoke from tailpipe present." [redacted] was instructed to monitor the problem. *See* INVOICE NO. 136140.

17. **June 11, 2014 (1 day)**: Lawless performed service on the Vehicle to determine the cause of excessive smoke and oil leaks. *See* INVOICE NO. [redacted]

18. **July 9, 2014-July 18, 2014 (8 days)**: The Vehicle underwent repairs to address smoke from exhaust and lifter noise. Lawless replaced the PCV valve and intake manifold gaskets, and updated the PCM with newer software. *See* INVOICE NO. 1[redacted]

19. **January 6, 2015-January 14, 2015 (7 days)**: The Vehicle underwent repairs to address the check engine light coming on. Lawless opined that the lifters needed to be replaced and, after the Vehicle being out of service for seven days, instructed Gerrior to make another appointment to perform these repairs. *See* INVOICE NO. [redacted]

20. **January 29, 2015-February 3, 2015 (4 days)**: The Vehicle again underwent repairs to address the lifter noise. Lawless removed the cylinder heads to inspect to lifters and found the roller bearings were excessively worn. The cam shaft and lifters were replaced. *See* INVOICE NO. 149872.

21. **March 27, 2015 (1 day)**: The Vehicle was brought to Lawless because the MIL was illuminated. There were issues with the ACC, FCW, windshield wiper radar and brake

avoidance systems. [redacted] made an appointment for Service on April 3, 2015 to address these issues; the appointment was cancelled because Lawless was unable to provide substitute transportation to Gerrior.

22. On April 3, 2015 [redacted] had enough. By this time, the Vehicle had been out of service for more than fifteen days and more than three unsuccessful attempts to repair the Vehicle were made. Gerrior decided to escalate the matter and file a formal Lemon Law claim. *See* DEMAND LETTER, attached herewith as "Exhibit C."

23. On April 7, 2015 FCA requested that the Vehicle be brought to Lawless for a final opportunity to repair in accordance with the Massachusetts Lemon Law.

24. The Vehicle was subsequently delivered to Lawless for a final attempt to repair. FCA and Lawless were unable to repair the Vehicle despite this final opportunity, and the car continues to have significant mechanical defects that substantially impair the use, market value and safety of the Vehicle.

25. To date, FCA and Lawless have both failed to make any offer that complied with the Lemon Law and failed to make any offer that would not result in any out of pocket costs to Gerrior.

V. CAUSES OF ACTION

COUNT ONE
MASSACHUSETTS LEMON LAW, G. L. c. 90, § 7N½

26. Plaintiff readopts and realleges the preceding paragraphs as if fully stated herein.

27. On April 27, 2014 [redacted] purchased the Vehicle manufactured by FCA, from the Lawless dealership.

28. The Vehicle did not conform to express and/or implied warranties resulting in mechanical defects and/or malfunctions that substantially impair the use, market value or safety

of the Vehicle.

29. [redacted] afforded FCA and Lawless several attempts to cure the mechanical defects and/or malfunctions. This included, without limitation, each of the attempts to repair set forth in paragraphs 16 through 21, above.

30. Despite more than three attempts by Lawless and FCA to cure the defects and/or malfunctions, the issues continue to exist.

31. The Vehicle was also out of service to repair these defects and/or malfunctions more than fifteen business days.

32. FCA and Lawless were given a final opportunity to cure the mechanical defects and/or malfunctions, but were unable to do so.

33. The Vehicle is a "Lemon" as defined in G. L. c. 90, § 7N½.

34. Because the Vehicle is a "Lemon," FCA and Lawless have the obligation to offer Gerrior the option to replace the Vehicle or to refund the price of the Vehicle, including incidental costs, sales tax, registration fees, and dealer added options (less an offset for usage).

35. Based on [redacted]s ongoing loyalty to the Jeep brand, he informed the Defendants of his intention to have the Vehicle replaced with a functioning Jeep. [redacted] went so far as to put a deposit on a suitable replacement at the Bingham-Gill Jeep dealership in Natick, Massachusetts, subject to approval of the replacement by the Defendants.

36. In violation of the Lemon Law, FCA and Lawless failed to offer a replacement vehicle to Gerrior.

37. In violation of the Lemon Law, FCA and Lawless also failed to offer a full refund that included incidental costs, sales tax, registration fees, and dealer added options (less an offset for usage).

38. As a direct and proximate cause of these violations of the Lemon Law, [redacted] has incurred significant financial damages.

COUNT TWO
MAGNUSON-MOSS WARRANTY ACT, 15 U.S.C., §§ 2301, *et seq.*

39. Plaintiff readopts and realleges the preceding paragraphs as if fully stated herein.

40. The Vehicle did not conform to express and/or implied warranties resulting in mechanical defects and/or malfunctions. These defects were not repaired despite numerous attempts.

41. FCA and Lawless have failed to comply with its obligations to repair, replace and/or refund the price of the Vehicle as required by the Magnuson-Moss Warranty Act and any written or implied warranties.

42. Under the Magnuson-Moss Warranty Act, FCA and Lawless had the obligation to permit Gerrior to elect either to replace or refund the price of the Vehicle because of its defects, malfunctions and/or failure to conform with written and implied warranties.

43. In violation of the Magnuson-Moss Warranty Act, FCA and Lawless failed to offer Gerrior the opportunity to replace the defective Vehicle.

44. In further violation of the Magnuson-Moss Warranty Act, FCA and Lawless failed to refund the purchase price of the Vehicle.

45. As a direct and proximate cause of FCA and Lawless' conduct, Gerrior has suffered significant financial damage and are entitled to actual and consequential damages, costs and reasonable attorneys' fees.

COUNT THREE
BREACH OF WARRANTIES

46. Plaintiff readopts and realleges the preceding paragraphs as if fully stated herein.

47. FCA and Lawless made express and/or implied warranties, including warranties that the Vehicle would be free from mechanical defects and/or malfunctions.

48. FCA and Lawless breached these warranties by failing to deliver a vehicle free from mechanical defects and/or malfunctions and by failing to repair, replace or refund the price of the Vehicle.

49. As a direct and proximate cause of these breaches, Gerrior has incurred significant financial damage.

COUNT FOUR
MASSACHUSETTS CONSUMER PROTECTION ACT, G. L. c. 93A, §§ 1, *et seq.*

50. Plaintiff readopts and realleges the preceding paragraphs as if fully stated herein.

51. At all relevant times, Defendants were engaged in commerce in the Commonwealth of Massachusetts for purposes of G. L. c. 93A.

52. Defendants have all engaged in unfair and deceptive business practices as discussed above.

53. Specifically, FCA and Lawless have failed to deliver a Vehicle in good working order, free of any mechanical defects and/or malfunctions, and that failed to conform with express and/or implied warranties.

54. FCA and Lawless have failed to comply with the Lemon Law by failing to offer a replacement vehicle, and by failing to offer a refund that included incidental costs, sales tax, registration fees, and dealer added options (less an offset for usage).

55. FCA failed to comply with the Lemon Law by failing to agree to a collateral swap and, thus, prevented Gerrior from obtaining a replacement vehicle without additional financial obligations beyond the original financing agreement.

56. These violations of the Lemon Law constitute *per se* violations of the

Massachusetts Consumer Protection Act. *See* G. L. c. 90, § 7N½(7).

57. All other causes of action stated in this Complaint constitute *per se* violations of the Massachusetts Consumer Protection Act.

58. All of these unfair and deceptive business practices resulted in significant financial damage to Gerrior who is left with a significantly devalued vehicle that malfunctions, and is unable to obtain a replacement or a refund as required by law.

59. Defendants are all in the motor vehicle business. FCA and Lawless are manufacturer and dealer, respectively. Given their superior knowledge of motor vehicle sales and warranty claims it is clear that Defendants committed these unfair and deceptive business practices willfully and knowingly.

60. Defendants were served with 30 day demand letters as required by law.

61. To date, the Defendants have failed to respond with a reasonable offer of settlement.

62. As a direct and proximate cause of Defendants' conduct, Gerrior has suffered significant financial injury and is entitled to treble damages, costs and reasonable attorneys' fees.

VI. PRAYER FOR RELIEF

WHEREFORE, Gerrior respectfully request that this Honorable Court grant the following relief:

A. damages, in the amount to be proven at trial;

B. treble and other punitive damages;

C. costs of this action;

D. attorneys' fees and expenses; and

E. any other relief this Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

Plaintiff [redacted] demands a trial by jury on all claims asserted that are so triable.

Respectfully Submitted,

Joshua N. Garick (BBO #674603)
LAW OFFICES OF JOSHUA N. GARICK, P.C.
100 TradeCenter, Suite G-700
Woburn, Massachusetts 01801
Phone: (617) 600-7520
Fax: (617) 600-7430
Joshua@GarickLaw.com

Counsel for the Gerriors

Dated: June 12, 2015

EXHIBIT A

R_FMA_LAWPURCH_R

LAWLESS, INC.

Jeep

VISIT US AT LAWLESS.COM

196 LEXINGTON STREET
WOBURN, MA 01801
(781) 376-2500 FAX (781) 938-8053

previous
SOURCE

FOR CUSTOMER USE ONLY

MOTOR VEHICLE PURCHASE CONTRACT

DATE 04/27 20 14	DEAL NO. 91793	STOCK NO. [redacted]	SALESPERSON Wilson,Amani
[redacted]		STREET ADDRESS [redacted]	
CITY/STATE/ZIP Billerica, MA [redacted]	E-MAIL ADDRESS	HOME [redacted]	BUSINESS PHONE ( )

ENTER MY ORDER FOR (1) (QUANTITY) NEW XX USED ☐ | FORMER USE (if applicable) | DEMONSTRATOR ☐ FORMER LEASED CAR ☐ | POLICE CAR ☐ FORMER DAILY RENTAL ☐ | REBUILT INSURANCE TOTAL ☐ TAXICAB ☐

Year	Make	Model Name	Body Style/Type	Model No.	Transmission (Speeds) Standard XX Automatic XX	Cyl.	Pass.	Doors
2014	Jeep	GRAND CH...	4D Utility 4WD	WKJS74		8	5	4

Vehicle Identification No.	Color 1st / 2nd / 3rd	Interior 1st / 2nd / 3rd	Top	Odometer mi. XX / km. ☐	Approx. Delivery Date
1C4RJFCT9E[redacted]	Black			36	04/27/2014

TRADE-IN Yr. N/A | Make | Model | Color | V.I.N. | Odometer (mi.☐ /km.☐) | Transmission ☐ Standard (Speeds) ____ ☐ Auto | No. of Cyl. | Pass. | Doors | Salvage Title ☐ Yes ☐ No

LIENHOLDER N/A
Address N/A
City/State/Zip N/A
Acct. No. N/A Until
Balance Due$

Additional Information: Vehicle Purchased

LIENHOLDER
Address
City/State/Zip
INSURANCE CO.
Agent/Branch
Address/City
Phone No.

WARRANTY INFORMATION

☐ This vehicle carries an express warranty. You may obtain a copy of such warranty from the dealer upon request. ( )

☐ This vehicle does not carry an express warranty. ( )

(Initial Applicable Statement)

REGISTRATION FEE/TITLE FEE SALES TAX

Application for Title XX
Application for Reg. XX New ☐ Transfer
Registration No.
Registration Fee $ 50.00
Title Fee $ 75.00
Mass. State Tax $ 3030.94

*Sales Tax amount is included in right hand column only when dealership check is issued in payment of Mass. Sales Tax.

Buyer License #	
Buyer Date of Birth	
Co-Buyer License #	
Co-Buyer Date of Birth	
List Price	$ 48000.00
MSRP	52380.00
ADDED EQUIP	
Lifetime Max care	
5 yr oil care	
STATE REGISTRATION	50.00

In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of $ 1000.00 may, at your option, be retained by you to compensate you in whole or in part for any loss sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund t[redacted]

Purchaser's Initi[redacted]

ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER

Purchaser's Initi[redacted]

This contract is not binding upon either dealer or purchaser until signed by dealer or the authorized representative. PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL HE/SHE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

1. Total Price		$ 48,000.00
2. Discount	$	
3. Trade-In Allowance	$	
4. Rebate(s)	$	
	$	
5. Trade Difference (line 1-lines 2,3 & 4)		$ 48,000.00
6. Documentation Fee		495.00
7. *Mass. Sales Tax (6.2% of lines 5 & 6)		3,030.94
8. Extended Warranty		$ 3,200.00
9. Other (SEE ABOVE)		$ 125.00
10. TOTAL CONTRACT PRICE (Total of lines 5, 6, 7, 8 & 9)		$ 54,850.94
11. Balance Due on Trade-In		$
12. Sub Total (total of lines 10 & 11)		$ 54,850.94
13. Deposit	1,000.00	
14. Amount to be Financed	47,000.00	
15. Cash Due on Delivery	6,850.94	
16. TOTAL PAYMENT (Total of lines 13, 14 & 15) (Line 16 must equal line 12)		54,850.94

The front and back of this order comprise the entire agreement between the dealer and purchaser. There is no other agreement or understanding of any kind made or entered into. Purchaser represents that no credit other than that specifically above has been extended to him/her by the dealer. Purchaser represents and warrants that he/she has read and understands the materials printed on this motor vehicle purchase contract. Purchaser acknowledges receipt of a signed copy of this motor vehicle purchase contract.

[redacted]

Co-Purchaser's Signature

[redacted]

Purchaser's Signature

Approved Authorized Dealer Representative

PURCHASER'S COPY BANK CHECKS ON ALL C.O.D.'S

EXHIBIT B

LAWLESS, INC.

Jeep

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W):()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: WK40641 Mileage In: 468
Tag Number: 1459 Mileage Out: 468

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: MAY 16 14 12:31 PM
Copy # 1
Date Opened: MAY 15 14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
c/s plume of smoke from tailpipe when engine is started/clicking sound and smoke switches from on tailpipe to other					
1 – Cause/Action to Take					
09 - .					
1 – Correction/Action Taken					
perform scan/no codes present at this time/started vehicle with owner present/some smoke from tailpipe present/no abnormal condition at this time/customer to pick up vehicle and will monitor	9999				0.00
Sub Total Parts					0.00
SubTotal Job # 1					0.00

Miscellaneous Charges and Deductions For All Jobs

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (il, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

Parts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday: 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free Estimates.

If you are happy let your neighbor know. If you are unhappy call your authorized representative at once. Our Goal: "No unhappy owners." thank you for bringing your car to us for service.

LAWLESS, INC.

Jeep RAM

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: WK40641 Mileage In: 2076
Tag Number: EXP Mileage Out: 2076

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]
Printed: JUN 11 14 12:34 PM
Copy # 2
Date Opened: 06/11/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
ENGINE OIL & FILTER-LUBE CHASSIS-CHECK & TOP OFF ALL FLUIDS INSPECT EXHAUST SYSTEM-BELTS-STRUTS-SHOCKS-CV JOINTS-FRONT SUSPENSION-WIPERS-LIGHTS**					
1 – Cause/Action to Take					
ELOF - replaced oil and filter					
1 – Correction/Action Taken					
	3532				0.00
Part Number / Failed / Description					
68055891AA *OIL-5W30		8	8		
4884899AB FILTER-ENGINE OIL		1	1		
Sub Total Parts				Service Contract	
SubTotal Job # 1				Service Contract	
2. Customer statement of problem					
FREE 16 POINT INSPECTION INCLUDES: INSPECT TIRES/TIRE PRES/ WIPERS/EXT LAMPS/COOL SYS/A-FILTER/FLUIDS/BELTS/HOSES/<>*<>*<>					
1 – Cause/Action to Take					
16P - done					
1 – Correction/Action Taken					
done	3532				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00
3. Customer statement of problem					
c/s cloud of smoke from engine when started up at times/c/s used 1 quart of oil in app 2000 miles					
1 – Cause/Action to Take					
11 - .					
1 – Correction/Action Taken					
check for leaks from under vehicle/no leaks found/started vehicle 3 times					0.00
no excessive smoke at this time/operating as designed					

LAWLESS, INC.

Jeep RAM SRT

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196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC3[redacted]
License Number: Color: Black
Stock Number: WK40641 Mileage In: 2076
Tag Number: EXP Mileage Out: 2076

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JUN 11 14 12:34 PM
Copy # 2
Date Opened: 06/11/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Sub Total Parts					0.00
SubTotal Job # 3					0.00

Miscellaneous Charges and Deductions For All Jobs

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law In addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

Parts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free Estimates.

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LAWLESS CHRYSLER JEEP DODGE
(781) 935-2212
196 LEXINGTON STREET
WOBURN, MA 01801

VEHICLE CHECKUP

MOPAR EXPRESSLANE
FAST OIL CHANGES & MORE

Customer Name [redacted]

R.O. Number

Phone

Vehicle Year/Model 2016

VIN Number

Mileage

Date

Checked and OK
Will need future attention
Requires immediate attention
Not applicable

EXTERIOR CHECKUP

Headlamps

Left Front Wipers

Right Front Wipers

Oil Change Interval Indicator Reset

Rear Wiper

Taillamps

Brake Light Inspection

Notes

UNDERHOOD CHECKUP

Battery Check

Hoses

Engine Coolant

Belts

Power Steering Fluid

Air Filter

Motor Oil

Washer Fluid

Brake Fluid

Cabin Air Filter

Transmission Fluid

Horn Inspection

Notes

UNDER VEHICLE CHECKUP

Left Front Tire Tread Depth /32nds

Steering/Suspension Shocks/Struts

Right Front Tire Tread Depth /32nds

Left Front Brake Pads

Front Differential

Right Front Brake Pads

Left Axle Boots

Right Axle Boots

Transfer Case

Exhaust System

U-Joints

Left Rear Brake Pads

Rear Differential

Right Rear Brake Pads

Left Rear Tire Tread Depth /32nds

Spare Tire Tread Depth /32nds

Right Rear Tire Tread Depth /32nds

Notes

ORIGINAL – CUSTOMER COPY CANARY – DEALER FILE PINK – FOLLOW-UP FILE

81-216-5006

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LAWLESS, INC.

Jeep RAM SRT

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H) [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: WK40641 Mileage In: 2099
Tag Number: 074 Mileage Out: 0

A/R Number:
Customer Number: 604001
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 180.15
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]
Printed: JUL 18 14 4:24 PM
Copy # 1
Date Opened: 07/09/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
C/S SMOKE FROM EHXAUST WHEN 1ST STARTED /CLICKING NOISE FROM ENGINE					
1 -- Cause/Action to Take					
09 - Check for smoke and noise on cold start up, some lifter tick for first 2 seconds, faint blue smoke for first 2 seconds also, check for related TSB's or STAR cases, check for updated oil pan as referenced in TSB 09-002-13, engine has updated pan, check oil level, not overfull, follow diagnostics outlined in STAR case #s [redacted] remove intake manifold and inspect, some oil inside intake, inspect PCV valve and hose, contact STAR center for technical assistance, request # 708863, follow directions givin by tech advisor, preform dry compression test, preform wet compression test, preform cylinder leakage tests, inspect plugs for fouling, update STAR center with findings.					
1 -- Correction/Action Taken					
Replace PCV valve, replace intake manifold gaskets, update PCM with newest software, reassemble and test.	1910				0.00
Part Number **Failed** **Description**					
53032940AB VALVE-PCV	1	1	47.75	47.75	
53022142AB SEAL-PCV	2	2	10.38	20.76	
53022143AB SEAL-INTAKE MANIFOLD	8	8	12.63	101.04	
Sub Total Parts					169.55
SubTotal Job # 1					169.55
2. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
RENTAL -					
1 -- Correction/Action Taken					
	9999				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00

LAWLESS, INC.

Jeep DODGE RAM SRT

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196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 E[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 2099
Tag Number: 074 Mileage Out: 0

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:
Service Writer: Frank Mutz
Estimate Amount: $ 180.15
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JUL 18 14 4:24 PM
Copy # 1
Date Opened: 07/09/14
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
3. Customer statement of problem					
MULTI POINT VEHICLE INSPECTION					
MPVI -					
1 – Correction/Action Taken					0.00
Part Number 53022343AI — Failed — Description ENGINE OIL PAN	1	0	227.50	0.00	
Sub Total Parts					0.00
SubTotal Job # 3					0.00
4. Customer statement of problem					
RRT 14-050					
1 – Cause/Action to Take					
Open RRT					
1 – Correction/Action Taken					
Preform RRT 14-050	1910				0.00
Sub Total Parts					0.00
SubTotal Job # 4					0.00

Miscellaneous Charges and Deductions For All Jobs

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Parts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free Estimates.

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Total Labor	0.00
Total Parts	169.55
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	10.60
AMOUNT DUE	**180.15**

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Jeep DODGE RAM SRT

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196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): 0
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/08/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
1 -- Cause/Action to Take					
RENTAL - rental					
1 -- Correction/Action Taken					
csc covered	4528				0.00
Sub Total Parts				Service Contract	
Miscellaneous Charges and Deductions					
SubTotal Job # 1				Service Contract	
2. Customer statement of problem					
Customer states check engine lights keep coming on ck and advise					
1 -- Cause/Action to Take					
scan					
1 -- Correction/Action Taken					
no codes at this time	4528				0.00
Sub Total Parts					0.00
SubTotal Job # 2					0.00
3. Customer statement of problem					
c/s knocking noise from engine 1st started especially when cold					
1 -- Cause/Action to Take					
09 - .					
1 -- Correction/Action Taken					
needs lifters/customer to reschedule	4528				0.00
Part Number / Failed / Description					
53021726BC TAPPET-HYDRAULIC		2	0		
53021728BC TAPPET-HYDRAULIC		2	0		
53022372AA CAMSHAFT-ENGINE		1	0		
53022306AA GASKET-CYLINDER HEAD		1	0		
53022307AA GASKET-CYLINDER HEAD		1	0		
53022143AB SEAL-INTAKE MANIFOLD		8	0		
Sub Total Parts					Warranty

LAWLESS, INC.

Jeep

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196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H[redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: [redacted] Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/06/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
SubTotal Job # 3					Warranty
4. Customer statement of problem					
perform p36 recall					
1 -- Cause/Action to Take					
08 - recall					
1 -- Correction/Action Taken					
inspect wiring and install guides per recall	4528 4528				0.00
Part Number Failed Description					
CBXDP381AA VISOR SPACER	1	1			
Sub Total Parts					Warranty
SubTotal Job # 4					Warranty
5. Customer statement of problem					
perform p64 recall					
1 -- Cause/Action to Take					
08 - recall					
1 -- Correction/Action Taken					
rprogram sccm per recall	4528 4528				0.00
Sub Total Parts					Warranty
SubTotal Job # 5					Warranty
6. Customer statement of problem					
perform rrt 14-087					
1 -- Cause/Action to Take					
08 - rrt					
1 -- Correction/Action Taken					
flash hvac module per rrt	4528 4528				0.00
Sub Total Parts					Warranty
SubTotal Job # 6					Warranty
7. Customer statement of problem					
MULTI POINT VEHICLE INSPECTION					

LAWLESS, INC.

Jeep dodge RAM SRT

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196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC3[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10489
Tag Number: 719 Mileage Out: 10489

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Invoice Number [redacted]
Printed: JAN 14 15 2:10 PM
Copy # 1
Date Opened: 01/06/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1 – Cause/Action to Take					
MPVI - 16p					
1 – Correction/Action Taken					
done					
	4528				0.00
Sub Total Parts					0.00
SubTotal Job # 7					0.00
Miscellaneous Charges and Deductions For All Jobs					

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

Parts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free Estimates.

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LAWLESS, INC.

Jeep Dodge RAM SRT

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone [redacted] Phone (W): ()
Phone (C): Phone Oth:
Email: [redacted]

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 E[redacted]
License Number: Color: Black
Stock Number: [redacted] Mileage In: 10781
Tag Number: 829 Mileage Out: 10781

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail
Customer Signature

Invoice Number [redacted]
Printed: FEB 3 15 1:55 PM
Copy # 1
Date Opened: 01/29/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
1. Customer statement of problem					
c/s noise from engine when 1st started cold/sop lifters per j.o					
1 – Cause/Action to Take					
09 - lifter noise					
1 – Correction/Action Taken					
remove cylinder heads to inspect lifters and found roller bearings excessively worn on lifters. Replace camshaft and all lifters and reassemble engine and run engine to verify noise gone and restart after a cool down and no excessive noise was was present fron lifters	4528	4528			0.00
Part Number **Failed** **Description**					
68258687AA 5W20 OIL	7	7			
53022143AB SEAL-INTAKE MANIFOLD	8	8			
53021726BC TAPPET-HYDRAULIC	2	2			
53021728BC TAPPET-HYDRAULIC	2	2			
53022306AA GASKET-CYLINDER HEAD	1	1			
53022298AA SOLENOID-MULTIPLE DISPLACEMENT	1	1			
53022372AA CAMSHAFT-ENGINE	1	1			
6036684AA NUT-U	4	4			
6036734AA SCREW-HEX FLANGE HEAD	2	2			
53021521AD CHAIN CASE COVER GASKET	1	1			
68086139AA A/C LINE CLIP	1	0			
55038003AG COOLER-CONDENSER AND TRANS COOLER	1	0			
5045515AA PUSHROD-INTAKE VALVE	1	1			
Sub Total Parts					Warranty
SubTotal Job # 1					Warranty
2. Customer statement of problem					
RENT A <>SEBRING SEDAN<>LIBERTY<>PT<>*<>*<>					
1 – Cause/Action to Take					
RENTAL - RENTAL					
1 – Correction/Action Taken					
CSC COVERED	9999				0.00
Sub Total Parts					Service Contract

LAWLESS, INC.

Jeep Dodge RAM SRT

VISIT US AT LAWLESS.COM

196 LEXINGTON ST
WOBURN, MA 01801
TOLL FREE (888) 392-8268
FAX (781) 938-8053

[redacted]
Billerica, MA [redacted]
Phone (H): [redacted] Phone (W): ()
Phone (C): Phone Oth:
Email: [redacted]

Year/Make/Model: 2014 Jeep GRAND CHEROKEE OVERL
VIN: 1C4RJFCT9 EC[redacted]
License Number: [redacted] Color: Black
Stock Number: W[redacted] Mileage In: 10781
Tag Number: 629 Mileage Out: 10781

A/R Number:
Customer Number: [redacted]
PO Number:
Auth Number:

Service Writer: Frank Mutz
Estimate Amount: $ 0.00
Terms & Conditions:
Type of Sale: Retail

Customer Signature

Inv[redacted]
Printed: FEB 3 15 1:55 PM
Copy # 1
Date Opened: 01/29/15
Date Notified:
Date Delivered:

Description	QtyOrd	Qty Del	Price	Ext Total	Grand Total
Miscellaneous Charges and Deductions					
SubTotal Job # 2					Service Contract
Miscellaneous Charges and Deductions For All Jobs					

Disposal of hazardous waste: The state of Massachusetts requires that all hazardous wastes (oil, solvents, anti-freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner. Any charges for disposal of hazardous waste reflects out conformity to state law in addition to our concern for the preservation of the environment.

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
AMOUNT DUE	**0.00**

Parts, Service, and Body Shop Hours
Monday - Friday 7:00 AM - 6:00 PM
Saturday 7:30 AM - 12:00 Noon
Complete Bodyshop and Paint Facility, Free Estimates.

If you are happy let your neighbor know. If you are unhappy call your authorized representative at once. Our Goal: "No unhappy owners." thank you for bringing your car to us for service.

EXHIBIT C

[redacted]

Billerica, MA [redacted]

[redacted]

April 3, 2015

Chrysler Group LLC
Chrysler, Dodge and Jeep
Keith B. Rose, Esq.
The Rose Law Firm, PLLC
501 New Karner Road
Albany, New York 12205

Dear Sir or Madam:
We believe that our car is a "lemon" under the Massachusetts Lemon Law (Massachusetts General Laws; c. 90 Sec. 7N1/2). We are hereby making a written demand for relief under the Lemon Law and the Massachusetts Consumer Protection Act (Massachusetts General Laws, c. 93A, Sec.9).

We purchased a **2014 Jeep Grand Cherokee Overland** on **April 27, 2014** from **Lawless Dodge, Chrysler, Jeep** on **196 Lexington Street** in **Woburn, Massachusetts.** The vehicle identification number or VIN number is **1C4RJFT9EC**[redacted] Since we bought the vehicle, we have had to return it to the dealership a total of **eight (8)** times. Our vehicle has been out of service for repairs for a total of **20.625 (to date)** business days. Our vehicle has been in **Lawless Dodge, Chrysler, Jeep** for repairs on the following dates for repair of the following defects:

Please see attached documentation

I am having the following problems with my vehicle at this time:

- **Rapping Noise from lifters at start up**
- **White plumes of smoke which smells oily at start up**
- **BRAKE! (FCW) message constantly comes on for no reason**
- **"ACC / FCW Unavailable Wipe Front Radar Sensor" warning will display and also a chime for no reason**
- **Car starter will not work because of the Malfunction Indicator Light (MIL)**
- **Car burns oil**

These remaining defects substantially impair the use, market value or safety of my vehicle. We are hereby allowing you one final repair opportunity. If these repairs are not completed within seven business days of receipt of this letter, We are entitled to a replacement vehicle acceptable to us or a refund calculated in accordance with the Lemon Law.

Failure to comply with the Lemon Law is a violation of Massachusetts General Laws, c. 93A, and you may be subject to double or triple damages as well as attorney's fees and court costs if this matter is taken to court.

I look forward to hearing from you soon.

Sincerely,

[redacted]

Enclosures: Booklet detailing defects

[redacted]

EXPRESS MAIL

UNITED STATES POSTAL SERVICE®

Customer Copy
Label 11-B, March 2004

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature	
Delivery Attempt Mo. Day	Time ☐ AM ☐ PM	Employee Signature	
Delivery Date Mo. Day	Time ☐ AM ☐ PM	Employee Signature	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No.

Federal Agency Acct. No. or Postal Service Acct. No.

☐ WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY
☐ Weekend ☐ Holiday

Mailer Signature

POSTAL SERVICE USE ONLY

ZIP Code 12207	Day of Delivery ☐ Next ☐ 2nd ☐ 3rd Day	Postage $ 21.75	
Accepted Day Year	Scheduled Date of Delivery Month Day	Return Receipt Fee $	
Scheduled Time of Delivery ☐ Noon ☐ 3 PM	COD Fee $	Insurance Fee $	
Military ☐ 2nd Day ☐ 3rd Day		Total Postage & Fees $ 21.75	
Int'l Alpha Country Code		Acceptance Emp. Initials	

FROM: (PLEASE PRINT) PHONE ( )

[redacted]

TO: (PLEASE PRINT) PHONE ( )

[redacted]

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES)

+

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
www.usps.com
1-800-222-1811

IMS

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

ALBANY NY 12205-3892 OFFICIAL USE

Postage	$ $5.75	0821
Certified Fee	$3.30	06
Return Receipt Fee (Endorsement Required)	$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $11.75	04/03/2015

Sent To: The Rose Law Firm PLLC
Street & Apt. No., or PO Box No.: 501 New Karner Rd
City, State, ZIP+4: Albany NY 12205

PS Form 3800, June 2002 — See Reverse for Instructions

ENDER: COMPLETE THIS S

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

. Article Addressed to:

Chrysler Group LLC
Chrysler Dodge Jeep
Keith B Rose, Esq
The Rose Law Firm
591 New Karner Rd
Albany NY 12205

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☒ Agent ☐ Addressee

B. Received by (Printed Name) Kristen Bemis C. Date of Delivery 4-6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

. Article Number
(Transfer from service label) [redacted]

'S Form 3811, July 2013 Domestic Return Receipt

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1259050 marshall

[redacted]

Krohn & Moss, Ltd.

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

2/27

RECEIVED
MAR 6 2015
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Writer's Direct Number
(312) 578-9428 Ext. 216
Writer's Direct Facsimile
(866)-309-9458
Writer's Direct E-Mail
gmoss@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Illinois
Wisconsin

RECEIVED
MAR 05 2015
CCRG
Office of the General Counsel

February 26, 2015

RECEIVED
MAR 03 2015
Special Investigations

FCA US LLC
Attn: Legal Department
P.O. Box 218004
Auburn Hills, MI 48321

RE: [redacted] **v. FCA US LLC**
Vehicle: 2014 Jeep Grand Cherokee
VIN: 1C4RJFCG4EC[redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals 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 clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

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

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

1. Defective transmission as evidenced by hesitation, delay in acceleration, slow to pick up, lurching hard on downshift on ECO mode, kick in the front end when starting, jumping/lurching forward at start up, harsh shifting from 2nd to 1st gear, rough shifting, clunking noise when downshifting and rough engagement into 1st gear;

2. Defective body/trim as evidenced by driver's side mirror making noise when folding in and out, passenger side mirror going down too far when put into reverse, lift gate handle not flush, inside rear view starting to drop and falling down, rear handle for lift gate missing, condensation in headlight assemblies and black trim under the left headlight loose;

3. Defective electrical system as evidenced by radio blanking out and not changing stations, indicating acc disabled service required when trying to resume cruise control, blowing extremely hot and then very cold when controls set at 72F, heated seats and steering wheel staying on when using remotes start even if overridden, navigation system freezing up, function buttons inoperative, left outer mirror inoperative and outside temperature reading inaccurate;

4. Defective HVAC as evidenced by settings turning off when using remote start and not resuming to auto temperature settings, the ambient air temperature always 10-15 degrees colder than the actual temperature, coolant smell and coolant leak;

5. Defective engine as evidenced by whining sound and the intermittent illumination of the check engine light; and

6. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of the defects, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. [redacted] 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. [redacted] v. [redacted], 491 So.2d 204.

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

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer

is not bound to allow 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. [redacted] v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified in writing of your breach of warranty and of my clients' 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 clients have a security interest in the vehicle. Unless you are willing to accept the return of the vehicle and reimburse my clients for all monies paid on the vehicle, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

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

To avoid any litigation, my clients request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects 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 will 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,

Gregory H. Moss
Attorney at Law

GHM/vk
cc: [redacted]

Krohn & Moss, Ltd.
10 N. Dearborn St. Floor 3rd
Chicago IL 60602-4276

S SUBURBAN
IL 604
27 FEB '15
PM 6 L

$0.480
US POSTAGE
FIRST-CLASS
FROM 60602
FEB 26 2015
stamps.com

30383

FCA US LLC
Attn: Legal Department
P.O. Box 218004
Auburn Hills MI 48321-8004

CT Corporation

Service of Process Transmittal

04/10/2015
CT Log Number 526913753

TO: Melissa Gravlin
FCA US LLC
1000 Chrysler Dr Ofc of
Auburn Hills, MI 48326-2766

RE: **Process Served in Illinois**

FOR: FCA US LLC (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltfs. vs. FCA US LLC, Dft.
DOCUMENT(S) SERVED:	Summonses, Attachments, Notices, Complaint, Exhibit
COURT/AGENCY:	Cook County Circuit Court - First Municipal District, IL Case #[redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2014 Jeep Grand Cherokee, VIN: 1C4RJFCG4EC[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Chicago, IL
DATE AND HOUR OF SERVICE:	By Process Server on 04/10/2015 at 09:30
JURISDICTION SERVED :	Illinois
APPEARANCE OR ANSWER DUE:	05/04/2015 at 9:30 a.m.
ATTORNEY(S) / SENDER(S):	Krohn & Moss, Ltd 10 North Dearborn Street 3rd Floor Chicago, IL 60602 312-578-9428
ACTION ITEMS:	CT has retained the current log, Retain Date: 04/10/2015, Expected Purge Date: 04/15/2015 Image SOP
SIGNED:	C T Corporation System
ADDRESS:	208 South LaSalle Street Suite 814 Chicago, IL 60604
TELEPHONE:	312-345-4336

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.

2120 - Served 2220 - Not Served 2620 - Sec. of State
2121 - Alias Served 2221 - Alias Not Served 2621 - Alias Sec. of State

Summons (This form replaces CCM 0646, CCM1 0646, CCM1 0651, CCMD 0648, and CCMD 0649-2 thru 6) (10/06/09) CCM N649

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

1st MUNICIPAL DISTRICT

[redacted]
Plaintiff(s)

v.

FCA US LLC
Defendant(s)

R/A C T CORPORATION SYSTEM
208 SO LASALLE ST
SUITE 814
CHICAGO, IL 60604
Address of Defendant(s)

Additional Sheriff Information

Court Case No.: [redacted]
Amount Claimed: $ 15000.00
Appearance Filing/Return Date: 5/4/2015
Status Date:
Trial Date:
Time: 9:30 A.M. Room: 1106

Please serve as follows: ☐Certified Mail ☑Sheriff Service ☐Alias (Plaintiff check one)

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

☑District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602

☐District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077 ☐District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455

☐District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on Monday, 04 May , 2015 , between the hours of 8:30 a.m. and 2:30 p.m.;

☐District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on _____ , _____ , before 9:00

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

Atty. No.: 33599 THERE WILL BE A FEE TO FILE YOUR APPEARANCE.
Name: KROHN & MOSS LTD
Atty. for: JESUS GONZALEZ
Address: 10 N DEARBORN 3RDFL
City/State/Zip: CHICAGO, IL 60602
Telephone: (312) 578-9428

WITNESS, Wednesday, 08 April , 2015
/s DOROTHY BROWN
DOROTHY BROWN, Circuit Court Clerk
Date of Service: _____ , _____
(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

** Service by Facsimile Transmission will be accepted at: _____
(Area Code) (Facsimile Telephone Number)

DIE DATE
04/27/2015

DOC.TYPE: SUMMONS
CASE NUMBER: [redacted]
DEFENDANT
FCA US LLC
208 S LASALLE ST
CHICAGO, IL 60604
STE 814

SERVICE INF
RTN 5-4-15 F
CORPORATI

ATTACHED

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit www.cookcountyclerkofcourt.org to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

NOTICE TO PLAINTIFF

You MUST select a return day of:
not less than 14 or more than 40 days after issuance of summons if amount claimed is $10,000 or less;
not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of $10,000.

NOTICE TO DEFENDANT

1. If the complaint is notarized, your answer must be notarized.

For District 1 Cases Only:

2. On the specified Return Day, one of the following may occur:

   a. If you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.

      (i) If Plaintiff is not present, the case may be dismissed for want of prosecution.

      (ii) If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an exparte default judgment against you for the amount claimed.

      (iii) If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.

   b. If you are sued for more than $10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 daysafter the appearance date (return date) specified on the front of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an exparte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.

3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

For District 2, 3, 4, 5 and 6 Cases:

4. If you are sued for more than $10,000, you have 10 days from the Return Day to answer or otherwise plea.

5. On the specified Return Day, if you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.

6. On the specified Status/Trial Day, one of the following may occur:

   a. If Plaintiff is not present, the case may be dismissed for want of prosecution.

   b. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.

   c. If you have filed an appearance and are present on Status/Trial Day, trial may be held that day, or may be set for another day certain.

The following is applicable to District 3 cases only:

7. This case may/may not be heard on the day for apperance specified in summons.

8. If the claim is for personal injury, or is a civil case in which Plaintiff has filed a jury demand, you will be required to file your appearance in person or by attorney Return Day, and your answer as required by Par. 2(b) above.
   These cases will be assigned and heard in the Civil Jury Room _____ unless otherwise ordered by the Presiding Judge.
   Neither Plaintiff nor Plaintiff's attorney will be required to be present on Return Day. The case will be set for Status at 9:00 a.m., approximately 60 days from the date of filing. Plaintiff and Defendant will be required to appear in court on that status day.

9. Trial Rights of Property, Detinues, and Revivals of Judgment, Pro Se, and Forcible Detainer suits are returnable in Room _____ and are disposed of on a Return Day unless otherwise ordered by the Court.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

2120 - Served 2220 - Not Served 2620 - Sec. of State
2121 - Alias Served 2221 - Alias Not Served 2621 - Alias Sec. of State

Summons (This form replaces CCM 0646, CCM1 0646, CCM1 0651, CCMD 0648, and CCMD 0649-2 thru 6) (10/06/09) CCM N649

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

1st MUNICIPAL DISTRICT

[redacted]
Plaintiff(s)

v.

FCA US LLC
Defendant(s)

R/A C T CORPORATION SYSTEM
208 SO LASALLE ST
SUITE 814
CHICAGO, IL 60604
Address of Defendant(s)

Additional Sheriff Information

Court Case No.: [redacted]
Amount Claimed: $ 15000.00
Appearance Filing/Return Date: 5/4/2015
Status Date:
Trial Date:
Time: 9:30 A.M. Room: 1106

Please serve as follows: ☐ Certified Mail ☑ Sheriff Service ☐ Alias (Plaintiff check one)

SUMMONS

To each Defendant:

YOU ARE SUMMONED and required:

1. To file your written appearance by yourself or your attorney and pay the required fee in:

☑ District 1: Richard J. Daley Center; 50 West Washington, Room 602; Chicago, IL 60602

☐ District 2: 5600 Old Orchard Rd., Rm 136; Skokie, IL 60077 ☐ District 5: 10220 S. 76th Ave., Rm 121; Bridgeview, IL 60455

☐ District 4: 1500 Maybrook Dr., Rm 236; Maywood, IL 60153

on Monday, 04 May , 2015 , between the hours of 8:30 a.m. and 2:30 p.m.;

☐ District 3: 2121 Euclid, Rm 121; Rolling Meadows, IL 60008 ☐ District 6: 16501 S. Kedzie Pkwy., Rm 119; Markham, IL 60428

on , , before 9:00

2. File your answer to the complaint before 9:00 a.m. as required by the applicable subsections of Paragraph 3 or 4 in the NOTICE TO THE DEFENDANT on the reverse side.

IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT, A COPY OF WHICH IS HERETO ATTACHED.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service, and not less than 3 days before the day for appearance. If service cannot be made, this summons shall be returned so endorsed.

This summons may not be served later than 3 days before the day for appearance.

Atty. No.: 33599 THERE WILL BE A FEE TO FILE YOUR APPEARANCE.
Name: KROHN & MOSS LTD
Atty. for: [redacted]
Address: 10 N DEARBORN 3RDFL
City/State/Zip: CHICAGO, IL 60602
Telephone: (312) 578-9428

WITNESS, Wednesday, 08 April , 2015
/s DOROTHY BROWN
DOROTHY BROWN, Circuit Court Clerk
Date of Service: ,
(To be inserted by officer on copy left with Defendant or other person)

SEE REVERSE SIDE

** Service by Facsimile Transmission will be accepted at:
(Area Code) (Facsimile Telephone Number)

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

DIE DATE
04/27/2015

DOC.TYPE: SUMMONS
CASE NUMBER: 15M1107727

DEFENDANT
FCA US LLC
208 S LASALLE ST
CHICAGO, IL 60604
STE 814

SERVICE INF
RTN 5-4-15 F
CORPORATI

ATTACHED

Any person wishing to sue or defend a case as an indigent must petition the court to have the fees, costs, and charges associated with the proceedings waived.

Customers may visit www.cookcountyclerkofcourt.org to access the Clerk's filing fees or telephone the Civil Division at (312) 603-5116 with additional questions.

NOTICE TO PLAINTIFF

You MUST select a return day of:
not less than 14 or more than 40 days after issuance of summons if amount claimed is $10,000 or less;
not less than 21 or more than 40 days after issuance of summons if amount claimed is in excess of $10,000.

NOTICE TO DEFENDANT

1. If the complaint is notarized, your answer must be notarized.

For District 1 Cases Only:

2. On the specified Return Day, one of the following may occur:

   a. If you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.

      (i) If Plaintiff is not present, the case may be dismissed for want of prosecution.

      (ii) If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an exparte default judgment against you for the amount claimed.

      (iii) If you have filed an appearance and are present on Return Day, trial may be held that day, or may be set for another day certain.

   b. If you are sued for more than $10,000.00, and if you have filed your appearance on time, you must file your answer no later than 10 daysafter the appearance date (return date) specified on the front of this form. If you have not filed your appearance or answer on time, the Plaintiff may obtain an exparte default judgment against you for the amount claimed. If Plaintiff is not present for the Default call, the case may be dismissed for want of prosecution. If you filed your appearance and have not filed your answer on time the Plaintiff may motion the court to enter a judgment.

3. Late filing of an appearance or answer will not relieve you from a judgment or default order except by court order.

For District 2, 3, 4, 5 and 6 Cases:

4. If you are sued for more than $10,000, you have 10 days from the Return Day to answer or otherwise plea.

5. On the specified Return Day, if you are sued for $10,000 or less, you need not file an answer unless ordered to do so by the Court.

6. On the specified Status/Trial Day, one of the following may occur:

   a. If Plaintiff is not present, the case may be dismissed for want of prosecution.

   b. If you have not filed an appearance, or you have filed an appearance and are not present, the Plaintiff may obtain an ex parte default judgment against you for the amount claimed.

   c. If you have filed an appearance and are present on Status/Trial Day, trial may be held that day, or may be set for another day certain.

The following is applicable to District 3 cases only:

7. This case may/may not be heard on the day for apperance specified in summons.

8. If the claim is for personal injury, or is a civil case in which Plaintiff has filed a jury demand, you will be required to file your appearance in person or by attorney Return Day, and your answer as required by Par. 2(b) above.
   These cases will be assigned and heard in the Civil Jury Room _____ unless otherwise ordered by the Presiding Judge.
   Neither Plaintiff nor Plaintiff's attorney will be required to be present on Return Day. The case will be set for Status at 9:00 a.m., approximately 60 days from the date of filing. Plaintiff and Defendant will be required to appear in court on that status day.

9. Trial Rights of Property, Detinues, and Revivals of Judgment, Pro Se, and Forcible Detainer suits are returnable in Room _____ and are disposed of on a Return Day unless otherwise ordered by the Court.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

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CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION
CLERK DOROTHY BROWN

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

[redacted])
)
Plaintiffs,)
)
vs.) No.
)
FCA US LLC,)
)
Defendant.

COMPLAINT

NOW COME the Plaintiffs, [redacted] by and through their attorneys, KROHN & MOSS, LTD., and for their Complaint against Defendant, FCA US LLC, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, J[redacted] ("Plaintiffs"), are individuals who were at all times relevant hereto residing in the State of Illinois.

2. Defendant, FCA US LLC ("Manufacturer"), is a foreign corporation authorized to do business in the State of Illinois, County of Cook and is engaged in the manufacture, sale and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Mancari's Chrysler Jeep, Inc. ("Seller"). Manufacturer does business in all counties of the State of Illinois including Cook County.

BACKGROUND

3. On or about May 18, 2013, Plaintiffs purchased from Seller a 2014 Jeep Grand Cherokee ("Cherokee"), manufactured by Manufacturer, Vehicle Identification No. 1C4RJFCG4EC[redacted], for valuable consideration (See copy of Plaintiffs' Purchase Contract, attached hereto as Exhibit "A").

4. The purchase price of the Cherokee totaled $45,412.30.

5. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Cherokee was not fit for its ordinary purpose of providing trouble free and reliable transportation.

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6. In consideration for the purchase of the Cherokee, Manufacturer issued and supplied to Plaintiffs its written warranty which included three (3) year or thirty-six thousand (36,000) mile coverage as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet.

7. On or about May 18, 2013, Plaintiffs took possession of the Cherokee and shortly thereafter experienced the defects listed below.

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

9. Plaintiffs delivered the Cherokee to Manufacturer, through its authorized dealership network, on numerous occasions.

10. Plaintiffs aver that the Cherokee has been subject to repair on many occasions for the same defects and that the defects remain uncorrected.

11. Plaintiffs brought the Cherokee to Seller, and/or an authorized service dealer of Manufacturer, for the following defects that include but are not limited to:

a. Defective transmission as evidenced by hesitation, delay in acceleration, slow to pick up, lurching hard on downshift on ECO mode, kick in the front end when starting, jumping/lurching forward at start up, harsh shifting from 2nd to 1st gear, rough shifting, clunking noise when downshifting and rough engagement into 1st gear;
b. Defective body/trim as evidenced by driver's side mirror making noise when folding in and out, passenger side mirror going down too far when put into reverse, lift gate handle not flush, inside rear view starting to drop and falling down, rear handle for lift gate missing, condensation in headlight assemblies and black trim under the left headlight loose;
c. Defective electrical system as evidenced by radio blanking out and not changing stations, indicating acc disabled service required when trying to resume cruise control, blowing extremely hot and then very cold when controls set at 72F, heated seats and steering wheel staying on when using remotes start even if overridden, navigation system freezing up, function buttons inoperative, left outer mirror inoperative and outside temperature reading inaccurate;
d. Defective HVAC as evidenced by settings turning off when using remote start and not resuming to auto temperature settings, the ambient air temperature always 10-15 degrees colder than the actual temperature, coolant smell and coolant leak;
e. Defective engine as evidenced by whining sound and the intermittent illumination of the check engine light; and
f. Any additional defects, whether or not they are contained on any dealer repair orders.

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12. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Cherokee.

13. After a reasonable number of attempts and/or reasonable amount of time to cure the defects in Plaintiffs' Cherokee, Manufacturer was unable and/or failed to repair the defects as provided in Manufacturer's warranty thus causing Manufacturer's limited remedy to repair the Cherokee to fail its essential purpose.

14. Plaintiffs justifiably lost confidence in the Cherokee's safety and reliability.

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

16. As a result of the defects, Plaintiffs provided written notice to Manufacturer.

17. The Cherokee remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

18. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Cherokee.

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

19. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

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

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

22. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's written warranty.

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

24. Plaintiffs' purchase of the Cherokee 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 Cherokee to repair or replace defective parts or take other remedial action free of charge to Plaintiffs with respect to the Cherokee in the event that the Cherokee failed to meet the specifications set forth in Manufacturer's warranty.

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

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

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27. Plaintiffs have met all of their obligations and preconditions as provided in Manufacturer's written warranty.

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

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. The diminution in value of the Cherokee or incurred and/or needed costs of repair and all incidental and consequential damages;
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

30. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-18 of this Complaint.

31. The Cherokee purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiffs.

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

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33. 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.

34. Pursuant to 15 U.S.C. §2308, Plaintiffs' Cherokee was impliedly warranted to be fit for the ordinary purpose for which the Cherokee was intended.

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

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

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

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

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

a. The diminution in value of the Cherokee or incurred and/or needed costs of repair and all incidental and consequential damages;
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.

Respectfully Submitted,

[redacted]

By: _____
Attorney for Plaintiffs

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KROHN & MOSS, LTD.
Attorneys for Plaintiffs
10 N. Dearborn St., 3rd Floor
Chicago, IL 60602
(312) 578-9428
Firm ID No. 33599

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CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
MUNICIPAL DIVISION
CLERK DOROTHY BROWN

EXHIBIT A

RETAIL INSTALLMENT CONTRACT – MOTOR VEHICLE – SIMPLE INTEREST

No. [redacted]

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your downpayment of
2.04 %	$ 3148.40	$ 47101.60	$ 50250.00	$ 1834.66 $ 52084.66

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
75	$ 670.00	monthly beginning 07/02/2013
N/A	$ N/A	N/A

Security: You are giving a security interest in the goods being purchased and in any moneys, credits or other property of yours in the possession of the Assignee, on deposit or otherwise.

Late Charge: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment is for $200.00 or less.

Prepayment: You have the right to prepay the unpaid balance in full or in part at anytime without penalty. See your contract terms below and on the reverse side for any additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment refunds and penalties and further information about security interests.

Itemization of Amount Financed

Cash Price	$ 45412.30
Less Cash Downpayment	$ N/A
Value of Trade-In Trade $ 36500.00 Lien Payoff $ 34665.34 To: BMO	Net Trade $ 1834.66
Amounts Paid on Your Account	
Unpaid Balance of Cash Price	$ 43577.64
Amount Paid to Others for You *WE MAY BE RETAINING A PORTION OF THIS AMOUNT	
Unpaid Balance Due on Trade-In	$ 0.00
2013 JEEP GRAND CHER Year, Make, Model of Buyer's Trade-In	
(Paid to) N/A	
*Insurance Companies:	
* N/A	$ N/A
* N/A	$ N/A
* N/A	$ N/A
Public Officials (Licenses, Title & Taxes)	$ 999.66
* *Paid to ERT Service Provider for *Optional ERT Fee*	$ 25.00
* DOC FEE PDTODLR	164.30
* CHRYSLER & DLR	$ 2335.00
* N/A	$ N/A

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Buyer(s) [redacted] [redacted] CHICAGO IL [redacted]
(Names) (Residence Address) (City) (State) (Zip)

Buyer(s) [redacted] [redacted] CHICAGO IL [redacted]
(Names) (Residence Address) (City) (State) (Zip)

Seller MANCARI'S CHRYSLER JEEP, INC. 4630 W. 95TH OAK LAWN, IL 60453
(Corporate Firm or Trade Name) (Business Address) (City) (State) (Zip)

Seller hereby sells and Buyer or Buyers, jointly and severally, hereby purchase the following motor vehicle with accessories and equipment thereon for the deferred payment price and on the terms set forth in this contract. Buyer acknowledges delivery and acceptance of said motor vehicle in good condition.

New or Used	Year	Make of Vehicle	Model	Body Style	No. Cyl.	Serial Number	Body Color	Top Color	Key No.
NEW	2014	JEEP	GRANC	4X4		1C4RJFCG4EC[redacted]	FW7 BrigN/A		N/A

N/A
N/A

Buyer Promises to pay to the order of Seller at the offices of: PNC Mortgage Bank N.A. SACRAMENTO CA 95866-
(Assignee) located in

the Amount Financed shown above together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid at the rate of 2.04 % per annum from date until maturity in 74 installments of $ 670.00 each and a final installment of $ 670.00, beginning on 02 JUL 2013 and continuing on the same day of each successive month thereafter until fully paid. All payments shall be applied first to accrued Finance Charge and the balance to principal. The Finance Charge has been computed on the scheduled unpaid balances of the Amount Financed on the assumption that all scheduled installments will be paid when due. Guarantor, if any, guarantees collection of all amounts due under this contract upon failure of the Seller to collect from the Buyer named herein.

SECURITY INTERESTS: Seller is granted a purchase-money security interest in the motor vehicle described above and all accessions under the Illinois Uniform Commercial Code until the Total of Payments and all future indebtedness for taxes, liens, repairs and insurance premiums advanced by holder hereunder are paid in full. Buyer grants assignee the right of set-off or lien on any moneys, credits or other property of Buyer in possession of the Assignee, on deposit or otherwise, excepting IRA or similar deposits. Seller is also granted a security interest in any premium rebates for insurance or service contracts financed hereunder, in the proceeds of any insurance or service contract on the motor vehicle, and in the proceeds of any credit life and/or accident and health insurance financed hereunder, until all amounts due under this contract are paid in full.

ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fail to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, concealed, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under any bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyer shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entire term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and payable, subject to right of reinstatement, without notice or demand.

RETURNED PAYMENT FEE: If any check Buyer sends to Holder or automatic debit in payment on this Contract is returned to Holder unpaid by the Bank, Holder may charge Buyer a Returned Payment Fee of twenty-five ($25.00) dollars to cover Holder's Collection costs as permitted by Section 3-806 of the Illinois Uniform Commercial Code (810 ILCS 5/3-806). At Holder's option the Returned Payment Fee may be charged the first time the payment is returned even if it is paid upon resubmission. Buyer agrees that Holder may add the Returned Payment Fee to the balance due in Buyer's Contract.

PREPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.

DELINQUENCY CHARGE: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment is for $200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the collateral. Buyer agrees to pay Finance Charges after maturity of the final installment, or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exist any uncured default hereunder, all without relief from valuation or appraisement laws.

INSURANCE AGREEMENT: Motor Vehicle Damage or Loss insurance is required by Seller. (Buyer may choose the person through whom the insurance is to be obtained) If such insurance is to be obtained through Seller, the cost for a term of N/A months will be $ N/A.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

all amounts due under this contract are paid in full.
ACCELERATION: Buyer agrees that (1) if Buyer shall default in the payment of any installment of the Total of Payments or any other indebtedness due hereon; or (2) Buyer shall fa to perform any agreement or warranty made by Buyer herein; or (3) if the motor vehicle shall be lost, stolen, substantially damaged, destroyed, sold, encumbered, removed, cor ceaied, attached or levied upon; or (4) if the motor vehicle shall be seized or forfeited for violation of any law or ordinance, State, Federal or Municipal; or (5) a proceeding under ar bankruptcy or insolvency statute shall be instituted by or against Buyer or Buyer's business or property, or Buyer shall make an assignment for benefit of creditors, or (6) if Buyc shall die or be adjudged incompetent; or (7) if holder shall, for reasonable cause, deem itself insecure; or (8) if Buyer shall fail to keep the motor vehicle fully insured for the entii term of this contract, the holder may declare all unpaid installments of the Total of Payments and all other indebtedness secured hereby immediately due and pay able, subject to right of reinstatement, without notice or demand.
RETURNED PAYMENT FEE: If any check Buyer sends to Holder or automatic debit in payment on this Contract is returned to Holder unpaid by the Bank, Holder may charge Buyer Returned Payment Fee of twenty-five ($25.00) dollars to cover Holder's Collection costs as permitted by Section 3-806 of the Illinois Uniform Commercial Code (810 ILCS 5/3-806 At Holder's option the Returned Payment Fee may be charged the first time the payment is returned even if it is paid upon resubmission. Buyer agrees that Holder may add the Returne Payment Fee to the balance due in Buyer's Contract.
PREPAYMENT: THE BUYER MAY PREPAY IN FULL OR IN PART THE UNPAID BALANCE OF THE CONTRACT AT ANY TIME WITHOUT PENALTY.
DELINQUENCY CHARGE: If any payment is ten (10) days late, you will be charged: i) 5% of the installment if the installment is in excess of $200.00; or ii) $10.00 if the installment for $200.00 or less. In addition, Buyer agrees to pay reasonable attorneys' fees, costs and expenses incurred in the collection or enforcement of the debt or in realizing on the colla eral. Buyer agrees to pay Finance Charges after maturity of the final installment, or after acceleration upon default, at the Annual Percentage Rate stated herein so long as there exis any uncured default hereunder, all without relief from valuation or appraisement laws.
INSURANCE AGREEMENT: Motor Vehicle Damage or Loss Insurance is required by Seller. **(Buyer may choose the person through whom the insurance is to be obtainer**
If such insurance is to be obtained through Seller, the cost for a term of N/A **months will be $** N/A.

. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT

Credit Insurance is not required by Seller nor is it a factor in approval of the extension of credit. No credit insurance is to be provided unless the Buyer signs the appropria authorization below. Group Credit Insurance is available for the term of the credit upon acceptance by insurer at the following costs:

Credit Life Insurance $ N/A Credit Disability Insurance $ N/A

I desire Credit Life Insurance.	I desire Credit Disability Insurance.	I DO NOT want Credit Life or Disability Insurance.
N/A (Age of Insured) (Signature) (Date)	N/A (Age of Insured) (Signature) (Date)	[redacted] 5/18/13 (Signature) (Date)
N/A (Age of Insured) (Signature) (Date)	N/A (Age of Insured) (Signature) (Date)	05/18/13 (Signature) (Date)

SEE REVERSE HEREOF FOR INFORMATION ON POSSIBLE REFUND OF CREDIT LIFE OR DISABILITY INSURANCE PREMIUM.

NOTICE OF PROPOSED GROUP CREDIT LIFE INSURANCE

If a charge is made above for credit life insurance and if such insurance is to be procured by assignee, the undersigned takes notice that the decreasing term insurance written under a Group Credit Life Insurance Policy is to be purchased on the life of the Buyer or Buyers who signed above requesting it, subject to acceptance by the insurer and issuance of a certificate by N/A (Insurer) (Home Office Address)

The amount of premium is shown above. The term of insurance will commence on the date of this contract and expire on the originally scheduled maturity date of the Indebtedness. The initial amount of insurance will be equal to the initial indebtedness and will decrease as any payment is made on the indebtedness in an amount computed by multiplying the amount of the payment by the ratio of initial insurance over the initial indebtedness. The proceeds of any insurance paid will be applied to reduce or extinguish the indebtedness. If insurance is terminated prior to the scheduled maturity date of the indebtedness, any premium refund will be paid or credited promptly to the person entitled thereto. Refund formula is on file with the Director of Insurance and with creditor. All of the foregoing is subject to the provisions of the certificate of insurance to be issued

Other Insurance: N/A (Type of Insurance), the cost for a term of N/A months will be $ N/A.

BUYER AGREES THAT THE PROVISIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS RETAIL INSTALLMENT CONTRACT AND BE INCORPORATED HEREIN. If this contract evidences the sale of a used motor vehicle (1) Buyer acknowledges receipt of the original or a true copy of the "Buyer's Guide" form displayed by Seller on the side window of the used vehicle; and (2) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS USED VEHICLE IS A PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
DOCUMENTARY FEE: A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THE BASE DOCUMENTARY FEE BEGINNING JANUARY 1, 2008, WAS $150. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR A DOCUMENTARY FEE IS THE BASE DOCUMENTARY FEE OF $150 WHICH SHALL BE SUBJECT TO AN ANNUAL RATE ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

The Annual Percentage Rate may be negotiable with the Seller. If this Contract is assigned, Seller may retain or receive a portion of the Finance Charge

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the agreement you sign. 3. Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge. Buyer acknowledged receipt of a fully completed copy of this contract executed by both Seller and Buyer. Guarantor, if any, acknowledged receipt of completed copies of this contract and of Explanation of Guarantor's Obligation.

CO-BUYER: A Co-Buyer is a person who agrees to be primarily responsible for paying the entire debt and who (1) actually receives the vehicle or (2) is parent or spouse of the Buyer, or (3) will be listed as an owner on the vehicle's title. By signing below, (1) I confirm that I will actually receive possession of the vehicle or will use it, or that I am a parent or spouse of the Buyer, or that I will be listed as an owner on the vehicle's title; (2) I agree to be primarily obligated under this contract; and (3) I consent to the Creditor having a security interest in the vehicle.

Dated: 05/18/2013

Buyer(s) acknowledges receipt of a fully completed and executed copy of this Contract

RETAIL INSTALLMENT CONTRACT

Seller: MANCARI'S CHRYSLER JEEP, INC

By: AGENT (TITLE)

Buyer [redacted]

Buyer

Guarantor

I hereby guarantee the collection of the above described amount upon failure of the seller named herein to collect said amount from the buyer named herein.

INSTRUCTIONS: If parent, spouse, or other person who is or will be listed as an owner on the vehicle's title is a co-buyer, sign above. Other co-signers, sign on the Guarantor line.

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SELLER'S COPY

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