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

124179
Rose, NE

Chrysler Group LLC
Office of the General Counsel
AUG 12 2013
By Mail/Reg. Agent/
Sec. of State/Proc. Server

COUGHLIN DUFFY LLP

ATTORNEYS AT LAW

350 Mount Kemble Avenue, P.O. Box 1917
Morristown, New Jersey 07962
phone: 973-267-0058
fax: 973-267-6442
www.coughlinduffy.com

Wall Street Plaza
88 Pine Street, 28th Floor
New York, New York 10005
phone: 212-483-0105

ADAM M. MAURER
DIRECT DIAL: (973) 631-6053
EMAIL: AMAURER@COUGHLINDUFFY.COM

August 8, 2013

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Chrysler Group LLC
ATTN: Legal Department
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Johnson Dodge-Chrysler-Jeep-RAM
481 Route 46
Budd Lake, NJ 07828

RECEIVED
AUG 13 2013
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Re: *Fischer Thompson Beverages*
2014 Jeep Grand Cherokee SRT 4x4
VIN: 1C4RJFDJ7EC[redacted]
CD File No. [redacted]

Dear Legal Department:

Please be advised that this office represents Fischer Thompson Beverages, purchaser of a new 2014 Jeep Grand Cherokee. Since May 3, 2013, the date of purchase, the vehicle has been plagued with a myriad of electronic defects which, despite numerous attempts, have been unable to be cured. Based upon the multitude of defects substantially impairing the use, value and safety of the vehicle, including serious safety defects that are likely to cause death or serious bodily injury, we write to make a final written demand for relief under the New Jersey Lemon Law Act ("Lemon Law"), N.J.S.A. 56:12-29 to -49.

Specifically, the driver of the vehicle, Ms. [redacted] has delivered the vehicle to the dealership on three separate occasions in an attempt to correct defects relating to its defective electrical system. The first manifestation of these defects was a failure of the vehicle's electrical system sensors, which caused the vehicle's brakes to malfunction and lock-up, causing the vehicle to fishtail which placed Ms. Thompson's life in jeopardy. This life threatening defect occurred on May 8, 2013, just five days following the purchase of the vehicle.

Following an unsuccessful attempt to fix the electrical defects on May 8, 2013, the system again malfunctioned, causing white smoke to pour out of the exhaust. Then,

warning lights illuminated, error messages scrolled on the instrument cluster, the horn beeped, and both screens went black. Thereafter, the vehicle lost its ability to be controlled and the accelerator became inoperable. As a result of those malfunctions, Ms. [redacted] was stranded in her vehicle for more than an hour, unable to shift out of gear. Fearing for her life and the safety of those around her, Ms. [redacted] kept her foot on the brake and called the dealership's service department and, subsequently, Chrysler roadside assistance. After several phone calls, she was advised to pry off the ignition button to trigger the vehicle to shut down and reboot. Luckily, a Good Samaritan was able to provide her with a screwdriver with which she was able to reboot the vehicle's system and shut the vehicle down.

After having the vehicle towed and repaired on June 6, 2013, the vehicle again experienced severe electrical problems, including a failure of the instrument cluster, and speedometer. Once again, Ms. [redacted] immediately brought the vehicle to the dealer, where it was diagnosed with a faulty media hub. Even after this third service attempt, on June 26, 2013, the electrical system continues to be plagued with serious defects and non-conformities impairing the use, value, and safety of the vehicle. The problems with the vehicle currently include, but are not limited to, electrical system defects, a malfunctioning media hub, a defective driver's side front door, a defective forward collision warning system, malfunctioning and defective headlights, and driver's seat noises. All this in a vehicle that is only three months old.

My client has made numerous attempts to contact the dealer to remedy these defects. However, her efforts have been completely ignored, despite the fact that many of these defects are of the type that are likely to cause death or serious bodily injury. As a result, my client has no other recourse but to seek legal action. Accordingly, we are affording you one final opportunity to repair the aforementioned non-conformities and defects as required by New Jersey law. Kindly advise within ten days of the date hereof as to whether you will cure these defects. Should you fail to respond or fully repair the vehicle within this ten-day period, our firm will file a formal Complaint in the Superior Court of New Jersey seeking a repurchase of the vehicle pursuant to the New Jersey Lemon Law Act and all other remedies available to our client at law, including but not limited to, reimbursement of attorneys' fees and costs.

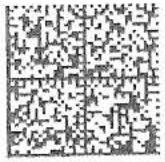
Yours very truly,
COUGHLIN DUFFY LLP

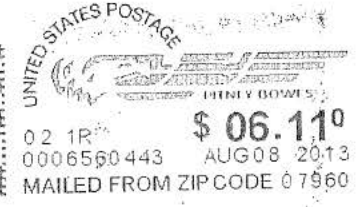
Adam M. Maurer

COUGHLIN DUFFY LLP
ATTORNEYS AT LAW
350 Mount Kemble Avenue, P.O. Box 1917
Morristown, New Jersey 07962

CERTIFIED MAIL







PS Form 3800, 6/2002

Chrysler Group LLC
ATTN: Legal Department
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

CT Corporation

Service of Process Transmittal

05/23/2014
CT Log Number 525008072

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

RE: **Process Served in Michigan**

FOR: Chrysler Group LLC (Domestic State: DE)

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

TITLE OF ACTION:	Fischer Thompson Beverages, Pltf. vs. Chrysler Group LLC, Dft.
DOCUMENT(S) SERVED:	Letter(s), Summons, Attachment(s), Statement(s), Complaint, Certification, Exhibit(s)
COURT/AGENCY:	Morris County: Superior Court, NJ Case #[redacted]
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - New 2014 Jeep Grand Cherokee SRT 4*4, Vehicle Identification Number 1C4RJDJ7E[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Process Server on 05/23/2014 at 13:00
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	Within 35 days from the date you received summons, not counting the date you received it
ATTORNEY(S) / SENDER(S):	Adam M. Maurer, Esq. Coughlin Duffy LLP 350 Mount Kemble Avenue Morristown, NJ 07962-1917 973-267-0058
ACTION ITEMS:	CT has retained the current log, Retain Date: 05/23/2014, Expected Purge Date: 05/28/2014 Image SOP
SIGNED:	The Corporation Company
PER:	Stephanie Hendrickson
ADDRESS:	30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720
TELEPHONE:	248-646-9033

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.

COUGHLIN DUFFY LLP

ATTORNEYS AT LAW

350 Mount Kemble Avenue, P.O. Box 1917
Morristown, New Jersey 07962
phone: 973-267-0058
fax: 973-267-6442
www.coughlinduffy.com

Wall Street Plaza
88 Pine Street, 28th Floor
New York, New York 10005
phone: 212-483-0105

ADAM M. MAURER
DIRECT DIAL: (973) 631-6053
EMAIL: AMAURER@COUGHLINDUFFY.COM

May 22, 2014

VIA HAND DELIVERY
Chrysler Group LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326

Re: ***Fischer Thompson Beverages v. Chrysler Group LLC***
Docket No.: [redacted]
CD File No.: [redacted]

Dear Sir/Madam:

This firm represents the plaintiff, Fischer Thompson Beverages in connection with the above-captioned matter. In that regard, enclosed please find a Summons and Complaint which are being served upon you in accordance with the Rules of the Court.

Please be guided accordingly.

Very truly yours,
COUGHLIN DUFFY LLP

Adam Maurer

Adam M. Maurer

AMM:kw
Enclosure

Adam M. Maurer, Esq. (Atty ID#: 038402007)
COUGHLIN DUFFY LLP
350 Mount Kemble Avenue
P.O. Box 1917
Morristown, New Jersey 07962-1917
(973) 267-0058
Attorneys for Plaintiff Fischer Thompson Beverages

FISCHER THOMPSON BEVERAGES, Plaintiff, v. CHRYSLER GROUP LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY DOCKET NO. [redacted] *Civil Action* **SUMMONS**

THE STATE OF NEW JERSEY TO THE ABOVE-NAMED DEFENDANT:

CHRYSLER GROUP LLC

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this Summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, Box 971, Trenton, New Jersey 08625-0971. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of $135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief the plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: May 22, 2014

Michelle M. Smith
Michelle M. Smith
Clerk of the Superior Court

Address(es) for Service of Process: **Chrysler Group LLC**
1000 Chrysler Drive
Auburn Hills, Michigan 48326

ATLANTIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd.
First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL
(609) 345–3444
LEGAL SERVICES
(609) 348–4200

BERGEN COUNTY:
Deputy Clerk of the Superior Court
Case Processing Section Room 119
Justice Center
10 Main Street
Hackensack, NJ 07601–0769
LAWYER REFERRAL
(201) 488–0044
LEGAL SERVICES
(201) 487–2166

BURLINGTON COUNTY:
Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060
LAWYER REFERRAL
(609) 261–4862
LEGAL SERVICES
(609) 261–1088

CAMDEN COUNTY:
Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth Street
Camden, NJ 08103
LAWYER REFERRAL
(856) 964–4520
LEGAL SERVICES
(856) 964–2010

CAPE MAY COUNTY:
Deputy Clerk of the Superior Court Deputy
Central Processing Office
9 N. Main Street
Box DN–209
Cape May Court House, NJ 08210
LAWYER REFERRAL
(609) 463–0313
LEGAL SERVICES
(609) 465–3001

CUMBERLAND COUNTY:
Clerk of the Superior Court
Civil Case Management Office
Broad & Fayette Streets
P.O. Box 615
Bridgeton, NJ 08302
LAWYER REFERRAL
(856) 692–6207
LEGAL SERVICES
(856) 451–0003

ESSEX COUNTY:
Deputy Clerk of the Superior Court
237 Hall of Records
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL
(973) 622–6207
LEGAL SERVICES
(973) 624–4500

GLOUCESTER COUNTY:
Deputy Clerk of the Superior Court Deputy
Civil Case Management Office - Attn: Intake
First Fl., Court House
1 North Broad Street, P.O. Box 129
Woodbury, New Jersey 08096
LAWYER REFERRAL
(856) 848–4589
LEGAL SERVICES
(856) 848–5360

HUDSON COUNTY:
Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House—1st Floor
583 Newark Avenue
Jersey City, NJ 07306
LAWYER REFERRAL
(201) 798–2727
LEGAL SERVICES
(201) 792–6363

HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08822
LAWYER REFERRAL
(908) 735–2611
LEGAL SERVICES
(908) 782–7979

MERCER COUNTY:
Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 S. Broad Street, P.O. Box 8068
Trenton, NJ 08650
LAWYER REFERRAL
(609) 585–6200
LEGAL SERVICES
(609) 695–6249

MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Administration Building - Third Floor
56 Paterson Street., P.O. Box 2633
New Brunswick, NJ 08903–2633
LAWYER REFERRAL
(732) 828–0053
LEGAL SERVICES
(723) 249–7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
71 Monument Park
P.O. Box 1262
Freehold, NJ 07728–1262
LAWYER REFERRAL
(732) 431–5544
LEGAL SERVICES
(732) 866–0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
30 Schuyler Pl., P.O. Box 910
Morristown, NJ 07960
LAWYER REFERRAL
(973) 267–5882
LEGAL SERVICES
(973) 285–6911

OCEAN COUNTY:
Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL
(732) 240–3666
LEGAL SERVICES
(732) 341–2727

PASSAIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505
LAWYER REFERRAL
(973) 278–9223
LEGAL SERVICES
(973) 345–7171

SALEM COUNTY:
Deputy Clerk of the Superior Court
92 Market Street
P.O. Box 18
Salem, NJ 08079
LAWYER REFERRAL
(609) 678–8363
LEGAL SERVICES
(609) 451–0003

SOMERSET COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876
LAWYER REFERRAL
(908) 685–2323
LEGAL SERVICES
(908) 231–0840

SUSSEX COUNTY:
Deputy Clerk of the Superior Court
Sussex County Judicial Center
43B47 High Street
Newton, NJ 07860
LAWYER REFERRAL
(973) 267–5882
LEGAL SERVICES
(973) 383–7400

UNION COUNTY:
Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207–6073
LAWYER REFERRAL
(908) 353–4715
LEGAL SERVICES
(908) 354–4340

WARREN COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office - Court House
413 Second Street
Belvidere, NJ 07823–1500
LAWYER REFERRAL
(201) 267–5882
LEGAL SERVICES
(908) 475–2010

MORRIS COUNTY
SUPERIOR COURT
COURT STREET
MORRISTOWN NJ 07960

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 656-4100
COURT HOURS 8:30 AM - 4:30 PM

DATE: MAY 16, 2014
RE: FISCHER THOMPSON BEVERAGES VS CHRYSLER GROUP LLC
DOCKET: MRS L -001241 14

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ROSEMARY E. RAMSAY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001 AT: (973) 656-4103.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: ADAM M. MAURER
COUGHLIN DUFFY LLP
350 MT KEMBLE AVE
MORRISTOWN NJ 07962

JUXPHIO

Copy Rec'd to Atty ENTERED ON ACMS

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division
Civil Part pleadings (not motions) under *Rule* 4:5-1
Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed

FOR USE BY CLERK'S OFFICE ONLY
PAYMENT TYPE: ☐ CK ☑ CG ☐ CA
CHG/CK NO. 141371
AMOUNT: 202.00
OVERPAYMENT: —
BATCH NUMBER: 009

ATTORNEY / PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
Adam M. Maurer	(973) 267-0058	Morris

FIRM NAME (if applicable): Coughlin Duffy LLP
DOCKET NUMBER (when available): [redacted]

OFFICE ADDRESS:
350 Mt. Kemble Avenue
PO Box 1917
Morristown, New Jersey 07962

DOCUMENT TYPE: Complaint and Jury Demand

JURY DEMAND ☒ YES ☐ NO

NAME OF PARTY (e.g., John Doe, Plaintiff): Fischer Thompson Beverages, Plaintiff

CAPTION: Fischer Thompson Beverages v. Chrysler Group LLC

CASE TYPE NUMBER (See reverse side for listing): 512

HURRICANE SANDY RELATED? ☐ YES ☒ NO

IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO
IF YOU HAVE CHECKED "YES," SEE *N.J.S.A.* 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.

RELATED CASES PENDING? ☐ YES ☒ NO

IF YES, LIST DOCKET NUMBERS

DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO

NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ☒ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☐ YES ☒ NO

IF YES, IS THAT RELATIONSHIP:
☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain)
☐ FAMILIAL ☐ BUSINESS

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☒ YES ☐ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO
IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION

WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO
IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b).

ATTORNEY SIGNATURE:

Side 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

305 CONSTRUCTION
509 EMPLOYMENT (other than CEPA or LAD)
599 CONTRACT/COMMERCIAL TRANSACTION
603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
605 PERSONAL INJURY
610 AUTO NEGLIGENCE – PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT – OTHER

Track III - 450 days' discovery

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
514 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

266 HORMONE REPLACEMENT THERAPY (HRT)
271 ACCUTANE/ISOTRETINOIN
274 RISPERDAL/SEROQUEL/ZYPREXA
278 ZOMETA/AREDIA
279 GADOLINIUM
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
284 NUVARING
285 STRYKER TRIDENT HIP IMPLANTS
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
288 PRUDENTIAL TORT LITIGATION
289 REGLAN
290 POMPTON LAKES ENVIRONMENTAL LITIGATION
291 PELVIC MESH/GYNECARE
292 PELVIC MESH/BARD
293 DEPUY ASR HIP IMPLANT LITIGATION
295 ALLODERM REGENERATIVE TISSUE MATRIX
296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS
297 MIRENA CONTRACEPTIVE DEVICE
601 ASBESTOS
623 PROPECIA

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.

Please check off each applicable category ☐ **Putative Class Action** ☐ **Title 59**

ENTERED ON ACMS
RECEIVED AND FILED
2014 MAY 15 P 12:3
CIVIL DIVISION

Adam M. Maurer, Esq. (Atty ID#: 038402007)
COUGHLIN DUFFY LLP
350 Mount Kemble Avenue
P.O. Box 1917
Morristown, New Jersey 07962-1917
(973) 267-0058
Attorneys for Plaintiff Fischer Thompson Beverages

FISCHER THOMPSON BEVERAGES, Plaintiff, v. CHRYSLER GROUP LLC, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY DOCKET NO. [redacted] *Civil Action* **COMPLAINT AND JURY DEMAND**

1. Plaintiff Fischer Thompson Beverages Corporation ("Plaintiff"), is a corporation with its address and principal place of business located at 1358 Outlook Drive, Mountainside, New Jersey 07092.

2. Defendant Chrysler Group LLC ("Defendant"), is a corporation which regularly conducts business in the State of New Jersey, with its address and principal place of business located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326-2766.

BACKGROUND

3. On or about May 3, 2013, Plaintiff purchased a new 2014 Jeep Grand Cherokee SRT 4x4 manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4RJFDJ7EC[redacted] ("Vehicle").

4. The Vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the Vehicle, including registration charges, document fees, sales tax, finance and bank charges totaled more than $72,100.34. A true and correct copy of the contract is attached hereto, as **Exhibit "A"**.

6. In consideration for the purchase of said Vehicle, Defendant issued to Plaintiff several warranties, guarantees and affirmations with respect to the material and/or workmanship of the Vehicle. A true and correct copy of the warranty is attached hereto, as **Exhibit "B"**.

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

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

9. The warranties and guarantees entitle Plaintiff to repairs and/or other remedial action in the event of defect or malfunction.

10. Since May 3, 2013, the date of purchase, the vehicle has been plagued with a myriad of electronic defects which, despite numerous warranty repair attempts, have been unable to be cured by Defendant's authorized dealer.

11. The first documented warranty repair attempt by Defendant's authorized dealer was on or about May 8, 2013, when the Vehicle odometer showed 504 miles. On that date, repair attempts were made to the Vehicle's malfunctioning electrical system, including sensors. A true and correct copy of the repair invoice is attached hereto, as **Exhibit "C"**.

12. The second documented warranty repair attempt by Defendant's authorized dealer occurred on about June 5, 2013, when the Vehicle odometer showed 3080 miles. On that date, repair attempts were made to the Vehicle's malfunctioning electrical system, including

replacement of a failed alternator. A true and correct copy of the repair invoice is attached hereto, **Exhibit "D"**.

13. The third documented warranty repair attempt by Defendant's authorized dealer occurred on or about June 26, 2013, when the Vehicle odometer showed 5104 miles. On that date, repair attempts were made to the Vehicle's malfunctioning electrical system, including replacement of the radio that caused numerous codes and rendered gauges inoperative. A true and correct copy of the repair invoice is attached hereto as **Exhibit "E"**.

14. On or about August 8, 2013, based upon the multitude of defects substantially impairing the use, value and safety of the Vehicle, including serious safety defects that are likely to cause death or serious bodily injury that still remained after three unsuccessful repair attempts, Plaintiff made a final written demand for relief pursuant to N.J.S.A. 56:12-29 et seq. to Defendant's authorized dealer. A true and correct copy of the final written demand, dated August 8, 2013, is attached hereto as **Exhibit "F"**.

15. The fourth documented warranty repair attempt by Defendant's authorized dealer occurred on or about August 14, 2013, when the Vehicle odometer showed 8165 miles. Despite the fact that Defendant's authorized dealer possessed the car for two weeks, it was unable to cure the vehicle's electronic defects. A true and correct copy of the repair invoice is attached hereto as **Exhibit "G"**.

16. Despite numerous repair attempts, the Vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety.

17. Subsequently, a safety recall notice was received from Chrysler regarding the reprogramming of the instrument cluster & ABS module/alternator ground wire. The recall claimed to be able to remediate some of the defects seen in the vehicle, such as "cluster blackout,

illumination of multiple cluster warning lights and/or a loss of anti-lock brake systems (ABS) / electronic stability control system function." The recall confirmed that the vehicle suffered from: "A loss of instrument cluster illumination and/or loss of ABS function during certain driving conditions could cause a crash without warning." A true and correct copy of Chrysler's Safety Recall Notice, is attached hereto as **Exhibit "H"**.

18. The fifth documented repair attempt was performed pursuant to the safety recall notice and two safety notices was from December 16 through December 28, 2013, when the Vehicle odometer showed 12740. A true and correct copy of the repair invoice is attached hereto as **Exhibit "I"**.

19. Despite having the vehicle for thirteen additional days and claiming to complete repairs related to both the recall and two other safety warnings, the vehicle continues to be plagued with defects.

20. The Vehicle has been out of service for a total of 33 days for the five repair attempts.

21. As a result of the ineffective repair attempts made by Defendant through its authorized dealers, the Vehicle is rendered substantially impaired and is unable to be utilized for its intended purposes, and, thus, is worthless.

COUNT I
VIOLATION OF THE NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

23. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

24. Defendant is a "Manufacturer" as defined by NJ.S.A. 56:12-30.

25. Johnson Dodge-Chrysler-Jeep is and/or was at the time of sale a "Dealer" or "Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

26. Defendant, through its authorized dealer, failed to provide written notification that the Vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c).

27. On or about May 3, 2013, Plaintiff took possession of the Vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the Vehicle. Defendant has had multiple opportunities to correct deformities with the Vehicle.

28. Defendant's failure to provide written notification pursuant to N.J.S.A. 56:12-34(c) is *per se* violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the Vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

COUNT II
VIOLATION OF THE LEMON LAW ACT

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

30. The Vehicle's aforementioned defects occurred during the first 24,000 miles of operation within two years of the date of the Vehicle's delivery.

31. N.J.S.A. 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts.

32. The Vehicle has been subject to repair five times for the same nonconformity, and the nonconformity remained uncorrected.

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

34. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint as required by law.

35. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. 56:12-29 et seq.

36. In addition, the Vehicle has or will be out of service by reason of the nonconformities complained of for a cumulative total of twenty or more calendar days.

37. The Vehicle's defects and nonconformities are likely to cause death or a serious bodily injury to plaintiff if the Vehicle is driving.

38. N.J.S.A. 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides that when Defendant is unable to repair or correct the defects within a reasonable amount of time, it shall accept return of the motor vehicle from the consumer and provide the Plaintiff with a full refund.

39. Pursuant to N.J.S.A. 56:12-29 et seq., Plaintiff seeks relief for losses due to the nonconformities and defects in the Vehicle, including a total refund, in addition to reasonable attorney fees and all court costs.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the Vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

COUNT III
UNIFORM COMMERCIAL CODE - BREACH OF EXPRESS WARRANTY

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

41. At the time of the purchase of the Vehicle, Defendant made certain express warranties to Plaintiff, which formed a material part of the bargain between the parties.

42. At the time of obtaining possession of the Vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties.

43. At the time of obtaining possession of the Vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express warranties.

44. The defects and nonconformities existing within the Vehicle constitute a breach of the express warranties as given to Plaintiff by Defendant.

45. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express warranties.

46. Such damages include, but are not limited to, the contract price of the Vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

COUNT IV
UNIFORM COMMERCIAL CODE - BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

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

48. Defendant is a merchant as defined by Uniform Commercial Code.

49. The Defendant designed, manufactured, marketed, distributed, supplied and sold the Vehicle.

50. All contracts for the sale of goods entered into by merchants in New Jersey contain an implied Contract of Merchantability.

51. At the time that the Defendant manufactured, marketed, distributed, supplied, and/or sold Vehicle, it knew of the use for which the Vehicle was intended and impliedly warranted it to be of merchantable quality and safe and fit for such use.

52. Plaintiff reasonably relied upon the skill, superior knowledge and judgment of the Defendant in purchasing the Vehicle.

53. The Vehicle was not of merchantable quality, and was not safe or fit for its intended uses and purposes.

54. The defects and nonconformities existing within the Vehicle constitute a breach of the Implied Warranty of Merchantability.

55. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its implied warranty of merchantability.

56. Plaintiff's damages include, but are not limited to, the contract price of the Vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

COUNT V
UNIFORM COMMERCIAL CODE - IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

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

58. All contracts entered into for the sale of goods by merchants in New Jersey contain an Implied Warranty of Fitness for a Particular Purpose.

59. Defendant did not expressly exclude or modify the implied warranty of fitness for a particular purpose.

60. At the time that the Defendant manufactured, marketed, distributed, supplied, and/or sold Vehicle, it knew of the purpose for which the Vehicle was intended and impliedly warranted it to be of merchantable quality and safe and fit for such use.

61. Plaintiff reasonably relied upon the skill, superior knowledge and judgment of the Defendant in purchasing the Vehicle for a particular purpose.

62. Because of the defects and nonconformities existing within the Vehicle, it is not fit for the particular purpose for which it was purchased.

63. The defects and nonconformities existing within the Vehicle constitute a breach of the Implied Warranty Of Fitness For A Particular Purpose.

64. Plaintiff has incurred damages as a direct and proximate result of Defendant's breach of the implied Warranty Of Fitness for a particular purpose.

65. Such damages include, but are not limited to, the contract price of the Vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

COUNT VI
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

69. The Vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

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

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

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

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

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

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

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

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

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

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

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

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

81. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act,

including but not limited to: breach of express warranties; breach of implied warranties under the Uniform Commercial Code, breach of contract; and constitutes an Unfair Trade Practice.

82. Upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the Vehicle, plus all collateral charges, attorneys' fees, expert fees and court costs and any other relief this Court deems equitable and just.

DESIGNATION OF TRIAL COUNSEL

Adam M. Maurer, Esq., is hereby designated as trial counsel for Plaintiff in this matter.

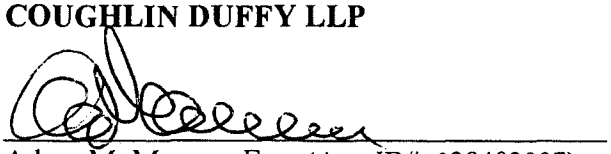
DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury on all issues so triable.

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of Trenton, County of Mercer, in the State of New Jersey.

COUGHLIN DUFFY LLP

By: 

Adam M. Maurer, Esq. (Atty ID#: 038402007)
350 Mount Kemble Avenue
P.O. Box 1917
Morristown, New Jersey 07962-1917
(973) 267-0058
Attorneys for Plaintiff
Fischer Thompson Beverages

Dated: May 14, 2014

CERTIFICATION PURSUANT TO RULE 4:5-1

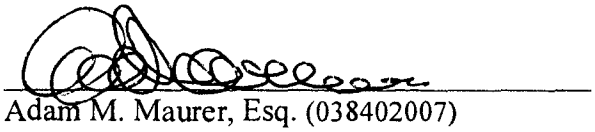
ADAM M. MAURER, ESQ., of full age, hereby certifies in accordance with Rule 4:5-1 as follows:

1. The matter in controversy is not the subject of any other action pending in any court or of any pending arbitration proceeding, and no such other action or arbitration proceeding is presently contemplated.

2. I am presently aware of the names of no other parties that should presently be joined in this action.

I hereby certify that the foregoing statements made by me are true. I further certify that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

COUGHLIN DUFFY LLP

By: 

Adam M. Maurer, Esq. (038402007)
350 Mount Kemble Avenue
P.O. Box 1917
Morristown, New Jersey 07962-1917
(973) 267-0058
Attorneys for Plaintiff
Fischer Thompson Beverages

Dated: May 14, 2014

EXHIBIT A

Dodge

JOHNSON DODGE-CHRYSLER-JEEP, INC.

— LOCATION —
ROUTE 46 & NAUGHRIGHT ROAD
BUDD LAKE, N.J. 07828

— MAILING ADDRESS —
P.O. BOX 488
HACKETTSTOWN, N.J. 07840

TELEPHONE: (908) 850-8700 • FAX: (908) 850-8563

Jeep

DEAL #
CUSTOMER #
STO [redacted]

Motor Vehicle Retail Order:
New ☐ XX Demo ☐ Used ☐

Customer's Name FISCHER THOMPSON GERVERAGES INC Date 05/03/13 20__

Address 25 IRONIA RD City FLANDERS, NJ State Zip 07836

Home # [redacted] Business # _____ Cell # [redacted]

Please Enter My Order For One 2014 JEEP (YEAR AND MAKE) Email _____

Model GRAND CHEROKEE Mileage 1[illegible] Body Type 4WD 4DR SRT8 Color GRANITE CRYSTAL

Serial No. 1 C 4 R J F E T 5 E C [redacted] Salesperson N/A

To Be Delivered On or About 05/03/13

Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
• Cash Purchase • Finance Purchase • Lease

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

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

Price of Unit	68,000.00
Additional Equipment (options)	N/A
DECLINED ALL SERVICE CONTRACTS	
ECLIPSE Free Oil Changes Will Loan A Used Car In Case of Any Repairs Or Service	
Security Window Etch (optional)	$249.00

IF A LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT $ _____
TERM: _____ MONTHS
MILEAGE PER YEAR _____
CASH DUE AT DELIVERY $ _____

TOTAL PRICE OF VEHICLE	68,000.00
Less Trade-In	19,100.84
TOTAL TAXABLE AMOUNT	48,819.16
State Sales Tax	1,911.34
Motor Vehicle Tire Fee	[illegible]
Registration/Title Fee (Estimated) (See Paragraph 15 On Reverse Side)	144.50
NJ Supplement Titling Fee	[illegible]
Documentary Fee: Clerical Expense $197.00 Document Delivery Service $102.00 (See Paragraph 16 On Reverse Side)	$299.00
NET PAY-OFF ON TRADE-IN	N/A
TOTAL	52,219.00
Deposit (Minimum Required 10%)	N/A
Rebate	[illegible]
C.O.D. BALANCE IN CASH, CERTIFIED CHECK, OR OTHER ACCEPTABLE FORM OF PAYMENT, DUE ON DELIVERY.	3000 N/A
Amount Financed:	49719.50

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

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

OR

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

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

Date / / X Customer's Signature

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

Date / / X Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE

Year 2007 Make AUDI Model Q7
Serial No. WA1BV94L87D075870 Mileage 89,937
Trade-In Value 19,100.84 Date of 05/03/13
Less Balance Owed 0.00
Net Trade-In Allowance 19,100.84
Balance Owed to: _____
Address: _____
Account No.: _____
Info. From _____ Good Thru _____

Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the [illegible] altered. Customer certifies the above [redacted]

Customer's Signature 05/03/13 Date

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy, including all statutory claims and any state or federal claims, that may arise out of or relating to the sale or lease identified in this agreement. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. Consumer Fraud, Used Car Lemon Law, and Truth-in-Leasing claims are just three examples of the various types of claims subject to arbitration under this agreement. The parties also agree to waive any right to pursue any claim arising under this agreement including statutory, state or federal claims, as a class action arbitration, or rise to have an arbitration under this agreement consolidated with any other arbitration or proceeding. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association before a single arbitrator, who shall be a retired judge or an attorney. Dealership shall advance both party's filing, service, administration, arbitrator, hearing, or other fees, subject to reimbursement by decision of the arbitrator. Each party shall bear his or her own attorney, expert, and other fees and costs, except when awarded by the arbitrator under applicable law. The arbitration shall take place in New Jersey at a mutually convenient place agreed upon by the parties or selected by the arbitrator. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. If any part of this arbitration clause, other than waivers of class action rights, is found to be unenforceable for any reason, the remaining provisions shall remain enforceable. If a waiver of class action and consolidation rights is found unenforceable in any action in which class action remedies have been sought, then entire arbitration clause shall be deemed unenforceable, it being the intention and agreement of the parties not to arbitrate class actions or in consolidated proceedings. In the event that any subsequent lease, finance, or other agreement between the parties contains a provision for arbitration of claims which conflicts with or is inconsistent with this arbitration provision, the terms of such subsequent arbitration provision shall govern and control to the extent of such conflict or inconsistency. **THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. PLEASE READ IT CAREFULLY PRIOR TO SIGNING.**

Accepted By: 05/03/13 [redacted] 05/03 [redacted]
Date Dealer or His Authorized Representative Date

Customer agrees that this Order on the face and on the reverse side and any attachments to it includes all the terms and conditions, if a sale. Customer further agrees this Order cancels and supersedes any prior agreements and as of the date signed by Dealer or authorized agent, comprises the complete and exclusive statement of the terms of the agreement between Customer and Dealer. If Customer, prior to delivery, elects to lease the vehicle described above, Customer and Dealer agree to execute a lease contract which shall contain full disclosure of all lease information. **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.** Customer by execution of this Order acknowledges that they have read the terms and conditions and have received a true copy of the order. **YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC PRE-DELIVERY SERVICE WHICH IS TO BE PERFORMED. THE AUTOMOTIVE DEALER MAY NOT CHARGE FOR PRE-DELIVERY SERVICES FOR WHICH THE AUTOMOTIVE DEALER IS REQUIRED BY THE MANUFACTURER. YOU HAVE A RIGHT TO A WRITTEN ITEMIZ[illegible]RY SERVICE WHICH IS TO BE PERFORMED.** I am 18 years of age or older [redacted]

Accepted By: 05/03/13 05/03 [redacted]
Date Dealer or His Authorized Representative Date

NJ CAR 3mm ☆ 72692 (2/10) **THIS ORDER NOT SUBJECT TO CANCELLATION — DEPOSIT NON-REFUNDABLE**

IMPORTANT: READ THE TERMS AND CONDITIONS ON THE BACK OF THIS ORDER BEFORE SIGNING.

EXHIBIT B

Jeep®

2014

All Vehicles

WARRANTY INFORMATION

IMPORTANT

This booklet contains Chrysler Group LLC limited warranties. It should be kept in your vehicle and presented to your Dealer if any warranty service is needed.
The warranty text begins on page 4 of this booklet.

WARRANTY COVERAGE AT A GLANCE

DESCRIPTION	1 Yr/ 12, 000	2 Yr/ 24,000	3 Yr/ 36,000	3 Yr/ 50,000	3 Yr/ Unlimited	5 Yr/ 50,000	5 Yr/ 100,000	7 Yr/ 70,000	8 Yr/ 80,000
Basic Limited Warranty Coverage	■	■	■						
Special Extended Warranty Coverage									
Anti-Corrosion Perforation Limited Warranty:									
All Panels	■	■	■	■	■				
Outer Panels	■	■	■	■	■	■	■		
Powertrain Limited Warranty	■	■	■	■	■	■	■		
Federal Emissions Warranty	■	■							
Federal Emissions Warranty									
Specified Comp.	■	■	■	■	■	■	■	■	■

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1. Your Legal Rights Under These Limited Warranties

The warranties contained in this booklet are the only express warranties that Chrysler Group LLC ("Chrysler") makes for your vehicle. **These warranties give you specific legal rights. You may also have other rights that vary from state to state.** For example, you may have some implied warranties, depending on the state where your vehicle was sold or is registered.

These implied warranties are limited to the extent allowed by law, to the time periods covered by the express written warranties contained in this booklet.

If you use your vehicle primarily for business or commercial purposes, then these implied warranties do not apply and Chrysler completely disclaims them to the extent allowed by law. And the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

1.1 Incidental and Consequential Damages Not Covered

Your warranties don't cover any incidental or consequential damages connected with your vehicle's failure, either while under warranty or afterward.

Examples of such damages include:

- lost time,
- inconvenience,
- the loss of the use of your vehicle,
- the cost of rental vehicles, gasoline, telephone, travel, or lodging,
- the loss of personal or commercial property, and
- the loss of revenue.

Some states don't allow incidental or consequential damages to be excluded or limited, so this exclusion may not apply to you.

2. What's Covered Under Chrysler Group LLC's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception are tires and Unwired headphones. You pay nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are **not covered** by the Basic Limited Warranty:

- tires;
- Unwired headphones; or
- items added or changed after your vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion.

Be sure you get a copy of any warranty that applies to these items from your dealer, or from the maker of the product. You can find the tire and Unwired headphone warranty statements in your Owner's Literature Package.

D. Towing Costs Are Covered Under Certain Circumstances

The Roadside Assistance covers the cost of towing your vehicle to the nearest Chrysler, Dodge, Jeep, or Ram dealer if your vehicle becomes disabled as a result of a mechanical breakdown. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. When It Begins

The Basic Limited Warranty begins on either of the following dates, whichever is earlier:

- the date you take delivery of the vehicle; or
- the date when the vehicle was first put into service — for example, as a dealer "demo" or as a Chrysler company vehicle.

F. When It Ends

The Basic Limited Warranty lasts for 36 months from the date it begins or for 36,000 miles on the odometer, whichever occurs first. But the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first:

- brakes (rotors, pads, linings, and drums);
- wiper blades;

- clutch discs or modular clutch assembly (as equipped);
- windshield and rear window; and
- wheel alignment and wheel balancing

G. Registration and Operation Requirements

The Basic Limited Warranty covers your vehicle only if:

- it was built for sale in the U.S.;
- it's registered in the U.S.;
- it's driven mainly in the U.S. or Canada; and
- it's operated and maintained in the manner described in your Owner's Manual.

H. If Your Vehicle Leaves the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

EXCEPT WHERE SPECIFICALLY REQUIRED BY LAW, THERE IS NO WARRANTY COVERAGE ON THIS VEHICLE IF IT IS SOLD IN OR REGISTERED IN COUNTRIES OTHER THAN THE UNITED STATES.

This policy does not apply to vehicles that have received authorization for export from Chrysler. Dealers may not give authorization for export. You should consult an authorized dealer to determine this vehicle's warranty coverage if you have any questions.

This policy does not apply to vehicles registered to U.S. government officials or military personnel on assignment outside of the United States.

2.2 Corrosion Warranty

A. Who Is Covered?

You are covered if you are a purchaser for use of the vehicle.

B. What's Covered

This warranty covers the cost of all parts and labor needed to repair or replace any sheet metal panels that get holes from rust or other corrosion. If a hole occurs because of something other than corrosion, this warranty does not apply. Cosmetic or surface corrosion — resulting, for example, from stone chips or scratches in the paint — is not covered. For more details on what isn't covered by this warranty, see 3.5.

C. How Long It Lasts

The Corrosion Warranty starts when your Basic Limited Warranty begins under 2.1(E).

This warranty has two time-and-mileage limits:

- For sheet metal panels, the limit is 36 months, with no mileage limit.
- For an outer-body sheet metal panel — one that is finish-painted and that someone can see when walking around the vehicle — the limits are 5 years or 100,000 miles on the odometer, whichever occurs first.

2.3 Restraint System Limited Warranty (Vehicles sold and registered in the State of Kansas only)

For vehicles sold and registered in the State of Kansas, seatbelts and related seatbelt components are warranted against defects in workmanship and materials for 10 years, regardless of mileage. This warranty does not cover replacement of seatbelts and related components required as the result of collision.

2.4 Powertrain Limited Warranty

A. Who Is Covered?

You are covered by the Powertrain Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Powertrain Limited Warranty covers the cost of all parts and labor needed to repair a powertrain component listed in section 2.4.E below that is defective in workmanship and materials.

C. How Long It Lasts

The Powertrain Limited Warranty lasts for up to 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

D. Towing Costs Are Covered

The Powertrain Limited Warranty covers the cost of towing your vehicle to the nearest authorized Chrysler, Dodge, Jeep or Ram dealer if your vehicle cannot be driven because a covered part has failed.

If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles. See Section 6.2 for information on how to get towing service in the United States and Canada.

E. Parts Covered

The Powertrain Limited Warranty covers these parts and components of your vehicle's powertrain supplied by Chrysler Group LLC:

Gasoline Engine:

cylinder block and all internal parts; cylinder head assemblies; timing case, timing chain, timing belt, gears and sprockets; vibration damper; oil pump; water pump and housing; intake and exhaust manifolds; flywheel with starter ring gear; core plugs; valve covers; oil pan; turbocharger housing and internal parts; turbocharger wastegate actuator; supercharger; serpentine belt tensioner; seals and gaskets for listed components only.

Diesel Engine:

cylinder block and all internal parts; cylinder head assemblies; core plugs; fuel injection pump and injectors; intake and exhaust manifolds; oil pan; oil pump; timing gear drive belts and/or chains and cover; turbocharger housing and internal parts; valve covers; water pump and housing; seals and gaskets for listed components; glow plugs and all sensors.

Transmission:

transmission case and all internal parts; torque converter; drive/flex plate; transmission range switch; speed sensors; pressure sensors; transmission control module; bell housing; oil pan; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

Front Wheel Drive:

transaxle case and all internal parts; axle shaft assemblies; constant velocity joints and boots; differential cover; oil pan; transaxle speed sensors; transaxle solenoid assembly; PRNDL position switch; transaxle electronic controller; torque converter; seals and gaskets for listed components only.

NOTE: MANUAL TRANSMISSION CLUTCH PARTS ARE NOT COVERED AT ANY TIME.

All Wheel Drive (AWD):

power transfer unit and all internal parts; viscous coupler; axle housing and all internal parts; constant velocity joints and boots; driveshaft and axle shaft assemblies; differential carrier assembly and all internal parts; output ball bearing; output flange; end cover; overrunning clutch; vacuum motor; torque tube; pinion spacer and shim, seals and gaskets for listed components only.

Rear Wheel Drive:

rear axle housing and all internal parts; axle shafts; axle shaft bearings; drive shaft assemblies; drive shaft center bearings; universal joints and yokes; seals and gaskets for listed components only.

Four-Wheel Drive (4X4):

transfer case and all internal parts; transfer case control module and shift mode motor assembly; axle housing and all internal parts; axle shafts; axle shaft bearings; drive shafts assemblies (front and rear); drive shaft center bearings; universal joints and yokes; disconnect housing assembly; seals and gaskets for the listed components only.

F. Other Provisions of This Powertrain Limited Warranty

All other terms of the New Vehicle Limited Warranty including the Section 1 (Your Rights Under These Limited Warranties) and Section 3 (What's Not Covered) apply to this Powertrain Limited Warranty.

3. What's Not Covered

3.1 Modifications Not Covered

A. Some Modifications Don't Void the Warranties But Aren't Covered

Certain changes that you might make to your vehicle do not, by themselves, void the warranties described in this booklet. Examples of some of these changes are:

- installing non-Chrysler Group LLC ("Chrysler") parts, components, or equipment (such as a non-Chrysler radio or speed control); and
- using special non-Chrysler materials or additives.

But your warranties don't cover any part that was not on your vehicle when it left the manufacturing plant or is not certified for use on your vehicle. Nor do they cover the costs of any repairs or adjustments that might be caused or needed because of the installation or use of non-Chrysler parts, components, equipment, materials, or additives.

Performance or racing parts are considered to be non-Chrysler parts. Repairs or adjustments caused by their use are not covered under your warranties.

Examples of the types of alterations not covered are:

- installing accessories — except for genuine Chrysler / MOPAR accessories installed by an authorized Chrysler, Dodge, Jeep or Ram dealer;
- applying rustproofing or other protection products;
- changing the vehicle's configuration or dimensions, such as converting the vehicle into a limousine or food service vehicle; or
- using any refrigerant that Chrysler has not approved.

B. Modifications That WILL Void Your Warranties

These actions will void your warranties:

- disconnecting, tampering with, or altering the odometer will void your warranties, unless your repairing technician follows the legal requirements for repairing or replacing odometers; or
- attaching any device that disconnects the odometer will also void your warranties.

3.2 Environmental Factors Not Covered

Your warranties don't cover damage caused by environmental factors such as airborne fallout, bird droppings, insect damage, chemicals, tree sap, salt, ocean spray, acid rain, and road hazards. Nor do your warranties cover damage caused by hailstorms, windstorms, tornadoes, sandstorms, lightning, floods, and earthquakes.

Your warranties do not cover conditions resulting from anything impacting the vehicle. This includes cracks and chips in glass, scratches and chips in painted surfaces, or damage from collision.

3.3 Maintenance Costs Not Covered

Your warranties don't cover the costs of repairing damage caused by poor or improper maintenance. Nor do they cover damage caused by the use of contaminated fuels, or by the use of fuels, oils, lubricants, cleaners or fluids other than those recommended in your Owner's Manual.

The warranties don't cover the costs of your vehicle's normal or scheduled maintenance — the parts and services that all vehicles routinely need. Some of these parts and services, which your warranties don't cover, include:

- lubrication;

- engine tune-ups;
- replacing filters, coolant, spark plugs, bulbs, or fuses (unless those costs result from a covered repair);
- cleaning and polishing; and
- replacing worn wiper blades, worn brake pads and linings, or clutch linings.

3.4 Racing Not Covered

Your warranties don't cover the costs of repairing damage or conditions caused by racing, nor do they cover the repair of any defects that are found as the result of participating in a racing event.

3.5 Certain Kinds of Corrosion Not Covered

Your warranties don't cover the following:

- corrosion caused by accident, damage, abuse, or vehicle alteration;
- surface corrosion caused by such things as industrial fallout, sand, salt, hail, ocean spray, and stones;
- corrosion caused by the extensive or abnormal transport of caustic materials like chemicals, acids, and fertilizers; and
- corrosion of special bodies, body conversions, or equipment that was not on your vehicle when it left the manufacturing plant or was not supplied by Chrysler.

3.6 Other Exclusions

Your warranties don't cover the costs of repairing damage or conditions caused by any of the following:

- fire or accident;
- abuse or negligence;
- misuse — for example, driving over curbs or overloading;
- tampering with the emission systems, or with a part that could affect the emission systems;
- use of used parts, even if they were originally supplied by Chrysler (however, authorized Chrysler / MOPAR remanufactured parts are covered);
- windshield or rear window damage from external objects;
- any changes made to your vehicle that don't comply with Chrysler; or
- using any fluid that doesn't meet the minimum recommendations in your Owner's Manual.

3.7 Total Loss, Salvage, Junk, or Scrap Vehicles Not Covered

A vehicle has no warranty coverage of any kind if:

- the vehicle is declared to be a total loss by an insurance company;
- the vehicle is rebuilt after being declared to be a total loss by an insurance company; or
- the vehicle is issued a certificate of title indicating that it is designated as "salvage," "junk," "rebuilt," "scrap," or some similar word.

Chrysler will deny warranty coverage without notice if it learns that a vehicle is ineligible for coverage for any of these reasons.

3.8 Restricted Warranty

Your warranties can also be restricted by Chrysler. Chrysler may restrict the warranty on your vehicle if the vehicle is not properly maintained, or if the vehicle is abused or neglected, and the abuse or neglect interferes with the proper functioning of the vehicle. If the warranty is restricted, coverage may be denied or subject to approval by Chrysler before covered repairs are performed.

4. Other Terms of Your Warranties

4.1 Exchanged Parts May Be Used in Warranty Repairs

In the interest of customer satisfaction, Chrysler Group LLC ("Chrysler") may offer exchange service on some vehicle parts. This service is intended to reduce the amount of time your vehicle is not available for your use because of repairs. Parts used in exchange service may be new, remanufactured, reconditioned, or repaired, depending on the part involved.

All exchange parts that might be used meet Chrysler standards, and have the same warranties as new parts.

Examples of the kinds of parts that might be serviced in this way are:

- engine assemblies;
- transmission assemblies;
- instrument cluster assemblies;
- radios, tape, CD and DVD players;
- speedometers; and
- powertrain control modules.

To help control suspected ozone-depleting agents, the EPA requires the capture, purification, and reuse of automotive air-conditioning refrigerant gases. As a result, a repair to the sealed portion of your air-conditioning system may involve the installation of purified reclaimed refrigerant.

4.2 Pre-Delivery Service

A defect in or damage to the mechanical, electrical, sheet-metal, paint, trim, and other components of your vehicle may have occurred at the factory or while it was being shipped to the dealer.

Such a defect or damage is usually detected and corrected at the factory. In addition, dealers must inspect each vehicle before delivery. They repair any defects or damage detected before the vehicle is delivered to you.

4.3 Production Changes

Changes may be made in vehicles sold by Chrysler and its dealers at any time without incurring any obligation to make the same or similar changes on vehicles previously built or sold.

5. Emission Warranties Required By Law

5.1 Federal Emission Warranty

A. Parts Covered for 2 Years or 24,000 Miles

Federal law requires Chrysler Group LLC ("Chrysler") to warrant the following emissions parts for 2 years or 24,000 miles, whichever occurs first. Chrysler covers all of these parts under the Basic Limited Warranty for 3 years or 36,000 miles, whichever occurs first.

Gas

- Air system controls
- distributor and its components
- electronic fuel injection system, including injector
- evaporative-emission canister and controls
- exhaust manifold
- exhaust gas recirculation valve and control system
- exhaust pipes (between exhaust manifold and catalyst)
- fuel cap and tank assembly, pump, and fuel lines
- ignition coil and ignition module
- intake manifold
- on-board diagnostic-system components
- oxygen sensors
- positive crankcase-ventilation (PCV) valve or orifice
- secondary ignition wires
- spark plugs
- throttle body
- transmission-control module
- vacuum hoses, clamps, and fittings, as well as tubing used for these components

- vacuum, temperature, altitude, speed, time-sensitive valves, sensors, and switches used in these components and systems

Diesel

- Charge air cooler
- crankcase ventilation system
- oxidation catalyst/particulate filter assembly
- electronic fuel injection system, including injectors
- exhaust gas recirculation valve & control system
- exhaust manifold
- fuel cap & tank assembly, pump, & fuel lines
- glow plugs
- intake manifold
- mass air flow sensor
- nitrous oxide sensors
- on-board diagnostic-system components
- oxygen sensors
- particulate matter sensor
- powertrain control module
- selective catalytic reduction catalyst assembly
- throttle body
- transmission control module
- turbocharger
- urea (DEF) tank & control system
- vacuum hoses, clamps, & fittings, as well as tubing used for these components
- vacuum, temperature, altitude, speed, time sensitive valves, sensors, & switches used in these components

B. Gas - Parts Covered for 8 years or 80,000 miles

If your vehicle has one of the following parts, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first, calculated from the start of the Basic Limited Warranty as set forth in Section 2.1(E). The covered parts are:

- catalytic converter; and
- powertrain control module.

5.2 Emission Performance Warranty

This warranty supplements the federal warranty under 5.1. It lasts for 2 years or 24,000 miles on the odometer, whichever occurs first. If your vehicle has one of the following parts, catalytic converter and powertrain control module, this Federal Emission Warranty covers that part for a period of 8 years or 80,000 miles, whichever occurs first. These limits are counted from the time when your Basic Limited Warranty begins under 2.1(E). The Emission Performance Warranty covers the cost of repairing or adjusting any components or parts that might be needed for your vehicle to pass Federal Emission Standards for a federally approved state or local emissions test, but only if:

- your vehicle has failed a federally approved state or local emissions test;
- your vehicle has been maintained and operated properly up until it fails such a test; and
- you face a real penalty — for example, a fine or the loss of the use of your vehicle — because the vehicle has failed the test.

Section 6.4 explains how to get service under this warranty.

6. How to Get Warranty Service

6.1 Where to Take Your Vehicle

A. In the United States (We Include U.S. Possessions and Territories as Part of the United States for Warranty Purposes):

Warranty service must be done by an authorized Chrysler, Dodge, Jeep or Ram dealer. We strongly recommend that you take your vehicle to your Selling Dealer. They know you and your vehicle best, and are most concerned that you get prompt and high quality service. If you move within the United States, warranty service may be requested from any authorized Chrysler, Dodge, Jeep or Ram dealer.

B. In Canada and Mexico:

If you are traveling temporarily in Canada or Mexico, and your vehicle remains registered in the United States, your Chrysler warranty still applies. Service may be requested at any authorized Chrysler, Dodge, Jeep or Ram dealership.

C. In a Foreign Country Outside of North America:

If you are traveling temporarily outside of North America, and your vehicle remains registered in the United States:

- You should take your vehicle to an authorized Chrysler, Dodge, Jeep or Ram dealer. They should give you the same warranty service you receive in the United States.

- If the authorized dealership charges you for repairs which you feel should be covered under your warranty, please get a detailed receipt for the work done. Make sure that this receipt lists all warranty repairs and parts that were involved. (This receipt will be similar to the one used by the dealer who normally services your vehicle.)
- When your vehicle returns to the United States, contact the Chrysler Customer Assistance Center (section 7.2) for reimbursement consideration. You will normally need to provide a copy of the receipt, your vehicle registration and any other relevant documents.
- Reimbursement will not be considered if the vehicle does not return to the United States.

D. If You Move:

If you move to another country, be sure to contact the Chrysler Customer Assistance Center (section 7.2) and the customs department of the destination country before you move. Vehicle importation rules vary considerably from country to country. You may be required to present documentation of your move to Chrysler in order to continue your warranty coverage. You may also be required to obtain documentation from Chrysler in order to register your vehicle in your new country.

E. Notice:

If your vehicle is registered outside of the United States, and you have not followed the procedure set out above, your vehicle will no longer be eligible for warranty coverage of any kind. (Vehicles registered to United States government officials or military personnel on assignment outside of the U.S. will continue to be covered.)

6.2 How To Get Roadside Assistance Service - U.S. or Canada Only *

A. Who Is Covered:

You are covered by the Roadside Assistance services if you are a purchaser for use of the vehicle. The Roadside Assistance services lasts for 5 years or 100,000 miles on the odometer, whichever occurs first, calculated from the start date of the Basic Limited Warranty, as set forth in Section 2.1(E).

B. What To Do:

If your vehicle requires jump start assistance, out of gas/fuel delivery, tire service, lockout service or towing as a result of a mechanical breakdown, dial toll-free 1-800-521-2779. Provide your name, vehicle identification number, license plate number, and your location, including the telephone number from which you are calling. Briefly describe the nature of the problem and answer a few simple questions.

You will be given the name of the service provider and an estimated time of arrival. If you feel you are in an "unsafe situation", please let us know. With your consent, we will contact local police or safety authorities.

C. Covered Services:

Flat Tire Service

If you are inconvenienced by a flat tire, we will dispatch a service provider to use your vehicle's temporary spare tire (if equipped) as recommended in your Owner's Manual. This is not a permanent flat tire repair.

* Towing services provided through Cross Country Motor Club, Inc., Medford, MA 02155, except in AK, CA, HI, OR, WI, and WY, where services are provided by Cross Country Motor Club of California, Inc., Medford,, MA 02155.

Out of Gas/Fuel Delivery
Drivers can't always count on a gas station being nearby - especially when traveling away from home. Just call 1-800-521-2779, and we will dispatch a service provider to deliver a small amount of fuel (maximum 2 gallons) to get you to a nearby station.

Battery Jump Assistance
No time is a good time for a dead battery, but with Roadside Assistance, you don't have to worry about being stranded. We will dispatch a service provider to provide you with a battery jump anytime, day or night.

Lockout Service
Whether the keys are locked in your vehicle or frozen locks are keeping you from getting on your way, help is just a phone call away at 1-800-521-2779. This service is limited to providing access to the vehicle's seating area. It does not cover the cost of replacement keys.

Towing Service
Our towing service gives you peace of mind and confidence. If your vehicle becomes disabled as a result of a mechanical breakdown, Roadside Assistance will dispatch towing service to transport your vehicle to the closest authorized Chrysler, Dodge, Jeep or Ram dealer. If you choose to go to another dealership, you will be responsible for the cost if the extra distance exceeds 10 miles.

D. If Unable to Contact Roadside Assistance:

If you are unable to contact Roadside Assistance and you obtain towing services on your own, you may submit your original receipts from the licensed towing or service facility, for services rendered within 30 days of the occurrence. Be sure to include your vehicle identification number, odometer mileage at the time of service and current mailing address. We will process the claim based on vehicle and service eligibility. If eligible, we will

reimburse you for the reasonable amounts you actually paid, based on the usual and customary charges for that service in the area where they were provided. Chrysler Group LLC's determination relating to reimbursement are final. Correspondence should be mailed to:

Chrysler Towing Assistance
P.O. Box 9145
Medford, MA 02155
Attention: Claims Department

6.3 Emergency Warranty Repairs

If you have an emergency and have to get a warranty repair made by someone other than an authorized Chrysler, Dodge, Jeep or Ram dealer, follow the reimbursement procedure in 6.1(C).

6.4 Getting Service Under the Federal Emission Performance Warranties

A. What to Do

If your vehicle has failed an emissions test described in 5.2:

- Take it to an authorized Chrysler, Dodge, Jeep or Ram dealer as soon as possible.
- Give the service representative the printout showing that your vehicle failed the test.
- If possible, bring all service receipts, maintenance logs, and records proving that your vehicle has been properly maintained, since you may be required to show them.

B. Further Steps You Can Take, and How to Get More Information

If you think your dealer has wrongly denied you emission-warranty coverage, follow the steps described in 7.1. Chrysler will reply to you in writing within 30 days after receiving your complaint (or within the time limit required by local or state law). If the owner is not notified within 30 days that a performance warranty claim is denied, the manufacturer must repair the vehicle free of charge.

If you want more information about getting service under the Federal Emission Warranty or the Performance Warranty, or if you want to report what you think is a violation of these warranties, you can contact:

Manager, Certification and Compliance
Division Warranty Claims
Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 6403J
Washington, D. C. 20460

7. How to Deal with Warranty Problems

7.1 Steps to Take

A. In General

Normally, warranty problems can be resolved by your dealer's sales or service departments. That's why you should always talk to your dealer's service manager or sales manager first. But if you're not satisfied with your dealer's response to your problem, Chrysler Group LLC ("Chrysler") recommends that you do the following:

Step 1:

Discuss your problem with the owner or general manager of the dealership.

Step 2:

If your dealership still can't resolve the problem, contact the Chrysler Customer Assistance Center. You'll find the address in section 7.2.

B. What Chrysler Will Do

Once you have followed the two steps described in 7.1(A), a Chrysler representative at Chrysler headquarters will review your situation. If it's something that Chrysler can help you with, Chrysler will provide your dealer with all the information and assistance necessary to resolve the problem. Even if Chrysler can't help you, Chrysler will acknowledge your contact and explain Chrysler's position.

C. If Your Problem Still Isn't Resolved For Customers Residing in Arkansas, Idaho, Kentucky and Minnesota ONLY:

(**NOTE:** This Process is not available for residents of other states.)

If you can't resolve your warranty problem after following the two steps described in 7.1(A), and you live in Arkansas, Idaho, Kentucky or Minnesota ONLY, you can contact the Chrysler Group LLC Customer Arbitration Process in your area.

You may obtain a brochure describing Chrysler Group LLC's Customer Arbitration Process, including an application, by calling (877) 426-5337. This service is strictly voluntary, and you may submit your dispute directly to the Customer Arbitration Process (CAP) at no cost. The CAP is administered by an independent dispute settlement organization and may be contacted in writing at the following address:

National Center for Dispute Settlement
Chrysler Group LLC
Customer Arbitration Process
P.O. Box 727
Mt. Clemens, MI 48046

The CAP reviews only vehicle disputes involving Chrysler Group LLC ("Chrysler") Limited Warranty or a Chrysler / Mopar Part Limited Warranty. The CAP does not review disputes involving the sale of a new or used vehicle, personal injury/property damage claims, disputes relating to design of the vehicle or part, or disputes which are already the subject of litigation.

The CAP will need the following information from you: 1) Legible copies of all documents and repair orders relevant to your case, 2) Vehicle identification number of your vehicle, 3) A brief description of your unresolved concern, 4) The identity of your servicing/selling dealer,

5) The date(s) of repair(s) and mileage at the time, 6) Current mileage, and 7) A description of the action you expect to resolve your concern.

Upon receipt of your request:

- The National Center for Dispute Settlement (NCDS) will acknowledge receipt of your request, by mail, within ten (10) days, and advise you whether or not your dispute is within the jurisdiction of the Process.
- When your request is within jurisdiction NCDS will request Chrysler and the dealer to present their side of the dispute. You will receive copies of their responses.
- While your dispute is pending NCDS or Chrysler may contact you to see if your case can be settled by agreement. If a settlement is offered to you, Chrysler will ask you to sign a form that contains that settlement. Your case will then be closed. There is no requirement for you to participate in this settlement process.
- If you requested an oral hearing, a decision-maker will contact you to arrange a convenient time and place for a hearing. Usually, this will be at a dealership near you.
- If you request a documents-only review, an NCDS panel will review and decide your case. Neither you, the dealer nor Chrysler need be present.
- NCDS will send you a written Statement of Decision. This statement will include the decision, any action to be taken by the dealer or Chrysler and the time by which the action must be taken. The decision will be binding on the dealer and Chrysler but not on you unless you accept the decision.
- If any action is required on the part of the dealer or Chrysler you will be contacted within ten (10) days after the date by which the dealer or Chrysler must act to determine whether performance has been rendered.

- The entire dispute settlement process will normally take no longer than 40 days.
- The CAP dispute settlement procedure does not take the place of any state or Federal legal remedies available to you. Whether or not you decide to submit your dispute to the Process, you are free to pursue other legal remedies.

D. Notice Under State Lemon Laws

Some states have laws allowing you to get a replacement vehicle or a refund of the vehicle's purchase price under certain circumstances. These laws vary from state to state. If your state law allows, Chrysler requires that you first notify us in writing of any service difficulty that you may have experienced so that we can have a chance to make any needed repairs before you are eligible for remedies provided by these laws. In all other states, we ask that you give us written notice of any service difficulty. Send your written notice to the Chrysler Customer Assistance Center at the address in 7.2.

7.2 Helpful Addresses and Telephone Numbers

Here are the addresses and telephone numbers of the Chrysler Customer Assistance Center that can help you wherever you happen to be. Contact the one that covers your area:

- **In the United States:**
  Chrysler Customer Assistance Center
  P.O. Box 21-8004
  Auburn Hills, Michigan 48321-8004
  Phone: (877) 426-5337

  To contact Chrysler by email,
  simply access the following website:
  www.jeep.com
  (click on the "Contact Us" button)

- **In Canada:**
  Chrysler Canada, Inc.
  Customer Service
  Chrysler Centre
  P.O. Box 1621
  Windsor, Ontario N9A-4H6
  Phone: (800) 465-2001
- **In Mexico, contact the Customer Relations Office for Chrysler, Dodge, Jeep and Ram vehicles at:**
  1240 Prolongacion Paseo de la Reforma Av.
  Santa Fe, C.P. 05109
  Deleg. Cuajimalpa, Mexico
  Phone (in Mexico): (015) 5081-7568
  Phone (outside Mexico): (800) 505-1300
- **In Puerto Rico and U.S. Virgin Islands:**
  Customer Service
  Chrysler Group International Services LLC
  San Juan, Puerto Rico 00919-1857
  Box 191857
  Phone: (787) 782-5757
  Fax: (787) 782-3345

8. Optional Service Contract

Chrysler Group LLC's or Chrysler Service Contract Company LLC's optional service contracts offer valuable protection against repair costs when these warranties don't apply. They compliment but don't replace the warranty coverages outlined in this booklet. Several plans are available, covering various time-and-mileage periods and various sets of components. (Service contracts aren't available if you live in a U.S. possession or territory.) Ask your dealer for details.

9. Maintenance

9.1 General Information

It's your responsibility to properly maintain and operate your new vehicle. Follow the instructions contained in the General and Scheduled Maintenance Service guidelines in your Owner's Manual. Regular, scheduled maintenance is essential to trouble-free operation. If there is a dispute between you and Chrysler Group LLC ("Chrysler") concerning your maintenance of your vehicle, Chrysler will require you to provide proof that your vehicle was properly maintained.

For your convenience, Chrysler has prepared a Maintenance Log which is included in your Owner's Manual. You should use this Maintenance Log to keep track of scheduled maintenance, either by routinely having the repairs entered in your Maintenance Log, or by keeping receipts or other documentation of work you've had done on your vehicle in your Maintenance Log.

9.2 Where To Go For Maintenance

Chrysler recommends that you return to the dealer from whom you bought your vehicle for all maintenance service both during and after the warranty periods. Although you can get warranty service from any dealer who sells your particular make, returning to your selling dealer will help ensure that all your service needs are met and that you're completely satisfied. The dealership technicians are specifically trained to proficiently perform maintenance and repair procedures on your Chrysler Group LLC vehicle.

Authorized Chrysler, Dodge, Jeep or Ram dealers will help ensure that all your service needs are met and that you're completely satisfied. Chrysler strongly recommends you use genuine Chrysler / MOPAR parts to maintain your vehicle.

Original Owner's Name

Street Address

City and State Zip Code

Vehicle Identification Number

Warranty Start Date (In-Service Date) Mileage at Delivery

Selling Dealer Code

City State

Second Owner's Name

Street Address

City and State Zip Code

Date of Second Purchase Mileage at Purchase

Third Owner's Name

Street Address

City and State Zip Code

Date of Third Purchase Mileage at Purchase

Warranty coverage applies to all vehicle owners. To protect you in the event of a recall or any questions concerning your warranty, please tell your dealer about any ownership or address change, and write the details here.

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14GENJ-026-AB

Second Edition

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EXHIBIT C

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SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
5/08/13	[redacted]
R/O Close Date	**Status**
5/10/13	Final
Mileage In	**Mileage Out**
504	514

Service Advisor / Tag #: STEPHANIE BOCKH/*W*

FISCHER THOMPSON BERVERAGES IN
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone: [redacted]

Vehicle Identification Number: 1C4RJFDJ7EC[redacted]

Delivery Date	In-Service Date
5/03/13	5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Cell: [redacted]		
#1 - Customer Reports: C.S ABS TRACTION CONTROL LIGHT COME ON AND ABS ENG AGES WITHOUT TOUCHING BRAKES.ALSO SERVICE ABS MESS AGE DISPLAYS		
Caused by VERIFIED CODES FOR RIGHT FRONT ABS SENSOR CIRCUIT CURRENT OUT OF RANGE, C0034 1D AND C00342F SIGNAL ERRATIC.		
Work performed by BRIAN LEE RETTBERG (785)		Warranty
Installed 4779977AA :SENSOR: ANTI-LOCK BRAKES 4779	Qty: 1	Warranty
REPLACED RIGHT FRONT ABS SENSOR AND ROAD TESTED 10 MILES. ALL FUNCTIONS WORKING AS DESIGNED		
#2 - Customer Reports: C.S SCREEN GOES BLACK ON RADIO AND FLASHES DEALER REQUIRED SERVICE AND CUTS		
Work performed by BRIAN LEE RETTBERG (785)		Warranty
COULD NOT VERIFY CONDITION AND NO CODES ACTIVE		
#3 - Customer Reports: INSTALL WE OWE HITCH		
Work performed by BRIAN LEE RETTBERG (785)		120.0
Installed 82212180AB :RECEIVER: TRAILER TOW	1@241.00	241.0
Sub Total: 361.00		
#4 - Customer Reports: C.S ADAPTIVE CRUISE CONTROL WARNING CAME ON WHNE T		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authonze the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authonzes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Johnson
DODGE CHRYSLER JEEP

481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
5/08/13	[redacted]
R/O Close Date	**Status**
5/10/13	Final
Mileage In	**Mileage Out**
504	514

Service Advisor / Tag #: STEPHANIE BOCKH/*W*

FISCHER THOMPSON BERVERAGES IN
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone: [redacted]

Vehicle Identification Number: 1C4RJFDJ7EC[redacted]

9[redacted]

Delivery Date	In-Service Date
5/03/13	5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
URNING ON REAR WINDSHIELD WIPER AND ABS.TRAC LIGHT S WENT OUT	
#5 * Customer Reports: FACIA COVER FOR HITCH Installed 68157472AA :FASCIA: HITCH	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR		120.0
PARTS		241.0
DEDUCTIBLE		.0
SUBLET		.0
SHOP SUPPLIES		.0
HAZARDOUS MATERIALS		.0
SALES TAX OR TAX I.D.	xxxx8427	.0
SPECIAL ORDER DEPOSIT		.0
DISCOUNTS		.0
TOTAL DUE		361.0
Visa/MasterCard 925		361.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

EXHIBIT D

A-18

Johnson
DODGE CHRYSLER JEEP
481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
6/05/13	[redacted]
R/O Close Date	Status
6/06/13	Pre-Invoice
Mileage In	Mileage Out
3080	3095
Service Advisor / Tag #	
STEPHANIE BOCKHORN	

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - Customer Reports:	
C.S ALL LIGHTS IN DASH STARTED COMING ON AND THEN CAR WOULDNT SHIFT.SCREEN SAID SERVICE TRANS AND KE Y OFF TO ENGAGE PARK. SHIFTER WOULD MOVE BUT CAR W OULD NOT RESPOND	
Caused by	
VERIFIED BCM CODE B2199-17 HIGH, ABS C2101-17 HIGH , TCM P0563 VOLTAGE HIGH. PIN TESTED AND FOUND SYS TEM OVERCHARGING DUE TO INTERNALLY FAILED ALTERNAT OR.CHECKED ALTERNATOR FOUND STATOR INSULATION OVER	
Work performed by JOHN F. IVEY (727)	Warranty
Installed 4801834AB :GENERATOR: ENGINE Qty: 1	Warranty
HEATED.REPLACED FAILED ALTERNATOR AND ROAD TESTED MULTIPLE TIMES-WARNING LIGHTS RESOLVED	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR		.00
PARTS		.00
DEDUCTIBLE		.00
SUBLET		.00
SHOP SUPPLIES		.00
HAZARDOUS MATERIALS		.00
SALES TAX OR TAX I.D.	XXXX8427	.00
SPECIAL ORDER DEPOSIT		.00
DISCOUNTS		.00
TOTAL DUE		.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

EXHIBIT E

Johnson
DODGE CHRYSLER JEEP

481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
6/26/13	[redacted]
R/O Close Date	Status
6/26/13	Pre-Invoic
Mileage In	Mileage Out
5104	5104
Service Advisor / Tag #	
STEPHANIE BOCKHORN	

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - 08CHZE2: MISC ELECT REPAIR CUST STATES DASH CLUSTER INOP ALL WARNING MESSAGES APPEARED AND ABS AND BRAKE LITE ARE ON Caused by VERIFIED DASH CLUSTER INOPERATIVE AND ALL WARNING LIGHTS CAME ON. FOUND NUMEROUS CODES AND GUAGES IN OPERATIVE.FOUND RADIO ROOT CAUSE OF FAILURE. AFTER REPLACING RADIO, ALL CODES RESOLVED.SERVICE MANAG Work performed by RAUL MENDOZA (659) ER ROAD TESTED OK	Warranty
#2 - 26CHZRENT: !!!RENTAL!!!! CUSTOMER HAS RENTAL CONFIRM PAYMENTMETHOD C/P SA W SC I NUMBER OF DAYS ?.....!!!!!! !!!!!	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR		.00
PARTS		.00
DEDUCTIBLE		.00
SUBLET		.00
SHOP SUPPLIES		.00
HAZARDOUS MATERIALS		.00
SALES TAX OR TAX I.D.	xxxx8427	.00
SPECIAL ORDER DEPOSIT		.00
DISCOUNTS		.00
TOTAL DUE		.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

EXHIBIT F

COUGHLIN DUFFY LLP

ATTORNEYS AT LAW

350 Mount Kemble Avenue, P.O. Box 1917
Morristown, New Jersey 07962
phone: 973-267-0058
fax: 973-267-6442
www.coughlinduffy.com

Wall Street Plaza
88 Pine Street, 28th Floor
New York, New York 10005
phone: 212-483-0105

ADAM M. MAURER
DIRECT DIAL: (973) 631-6053
EMAIL: AMAURER@COUGHLINDUFFY.COM

August 8, 2013

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Chrysler Group LLC
ATTN: Legal Department
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Johnson Dodge-Chrysler-Jeep-RAM
481 Route 46
Budd Lake, NJ 07828

Re: *Fischer Thompson Beverages*
2014 Jeep Grand Cherokee SRT 4x4
VIN: 1C4RJFDJ7EC[redacted]
CD File No[redacted]

Dear Legal Department:

Please be advised that this office represents Fischer Thompson Beverages, purchaser of a new 2014 Jeep Grand Cherokee. Since May 3, 2013, the date of purchase, the vehicle has been plagued with a myriad of electronic defects which, despite numerous attempts, have been unable to be cured. Based upon the multitude of defects substantially impairing the use, value and safety of the vehicle, including serious safety defects that are likely to cause death or serious bodily injury, we write to make a final written demand for relief under the New Jersey Lemon Law Act ("Lemon Law"), N.J.S.A. 56:12-29 to -49.

Specifically, the driver of the vehicle, Ms. Kim Thompson, has delivered the vehicle to the dealership on three separate occasions in an attempt to correct defects relating to its defective electrical system. The first manifestation of these defects was a failure of the vehicle's electrical system sensors, which caused the vehicle's brakes to malfunction and lock-up, causing the vehicle to fishtail which placed Ms. Thompson's life in jeopardy. This life threatening defect occurred on May 8, 2013, just five days following the purchase of the vehicle.

Following an unsuccessful attempt to fix the electrical defects on May 8, 2013, the system again malfunctioned, causing white smoke to pour out of the exhaust. Then,

warning lights illuminated, error messages scrolled on the instrument cluster, the horn beeped, and both screens went black. Thereafter, the vehicle lost its ability to be controlled and the accelerator became inoperable. As a result of those malfunctions, Ms. Thompson was stranded in her vehicle for more than an hour, unable to shift out of gear. Fearing for her life and the safety of those around her, Ms. Thompson kept her foot on the brake and called the dealership's service department and, subsequently, Chrysler roadside assistance. After several phone calls, she was advised to pry off the ignition button to trigger the vehicle to shut down and reboot. Luckily, a Good Samaritan was able to provide her with a screwdriver with which she was able to reboot the vehicle's system and shut the vehicle down.

After having the vehicle towed and repaired on June 6, 2013, the vehicle again experienced severe electrical problems, including a failure of the instrument cluster, and speedometer. Once again, Ms. Thompson immediately brought the vehicle to the dealer, where it was diagnosed with a faulty media hub. Even after this third service attempt, on June 26, 2013, the electrical system continues to be plagued with serious defects and non-conformities impairing the use, value, and safety of the vehicle. The problems with the vehicle currently include, but are not limited to, electrical system defects, a malfunctioning media hub, a defective driver's side front door, a defective forward collision warning system, malfunctioning and defective headlights, and driver's seat noises. All this in a vehicle that is only three months old.

My client has made numerous attempts to contact the dealer to remedy these defects. However, her efforts have been completely ignored, despite the fact that many of these defects are of the type that are likely to cause death or serious bodily injury. As a result, my client has no other recourse but to seek legal action. Accordingly, we are affording you one final opportunity to repair the aforementioned non-conformities and defects as required by New Jersey law. Kindly advise within ten days of the date hereof as to whether you will cure these defects. Should you fail to respond or fully repair the vehicle within this ten-day period, our firm will file a formal Complaint in the Superior Court of New Jersey seeking a repurchase of the vehicle pursuant to the New Jersey Lemon Law Act and all other remedies available to our client at law, including but not limited to, reimbursement of attorneys' fees and costs.

Yours very truly,
COUGHLIN DUFFY LLP

Adam M. Maurer

EXHIBIT G

Johnson
DODGE CHRYSLER JEEP
481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

Back Wall

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
8/14/13	[redacted]
R/O Close Date	Status
8/27/13	Pre-Invoic
Mileage In	Mileage Out
8165	8264
Service Advisor / Tag #	
STEPHANIE BOCKHORN	

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone:
Home Phone: [redacted]
Vehicle Identification Number: 1C4RJFDJ7EC[redacted]
Delivery Date: 5/03/13
In-Service Date: 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#2 * Customer Reports: C.S BRAKES MALFUNCTION AND LOCK UP WITHOUT BEING A PPLIED.THIS IS OFTEN ACCOMPANIED BY ABS AND TRACTI ON WARNING LIGHTS INTERMITTENTLY Caused by NONE FOUND - SCANNED SYSTEM NO DTC S ACTIVE OR STO RED Work performed by house (999) ROAD TESTED VEHICLE 99 MILES UNABLE TO VERIFY CUST OMER CONCERN	Warranty
#3 * Customer Reports: C.S SPEEDOMETER FAILS INTERMITTENTLY Caused by NONE FOUND- SCANNED SYSTEM- NO DTC.S ACTIVE OR STO RED Work performed by house (999) ROAD TESTED VEHICLE 99 MILES -UNABLE TO VERIFY CUS TOMER CONCERN	Warranty
#4 * Customer Reports: C.S INSTRUMENT WARNING LIGHTS ILLUMINATE INTERMITT ENTLY Caused by NONE- SCANNED SYSTEM NO DTC S ACTIVE OR STORED Work performed by house (999) ROAD TESTED 99 MILES-UNABLE TO VERIFY CUSTOMER CON	Warranty

TERMS. STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Johnson
DODGE CHRYSLER JEEP

481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	[redacted]
8/14/13	
R/O Close Date	Status
8/27/13	Pre-Invoic
Mileage In	Mileage Out
8165	8264
Service Advisor / Tag #	
STEPHANIE BOCKHORN	

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC[redacted]
Home Phone	Delivery Date / In-Service Date
973-927-7474	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
CERN	
#5 * Customer Reports: C.S WHITE SMOKE EMITS WHEN VEHICLE IS STARTED INTE RMITTENTLY Caused by NONE- NO SCANNED SYSTEM NO DTC S Work performed by house (999) STARTED VEHICLE NUMEROUS TIMES HOT AND COLD- UNABL E TO VERIFY CUSTOMER CONCERN	Warranty
#6 * Customer Reports: C.S WARNING LIGHTS ILLUMINATE,ERROR MESSAGES SCROL L ON THE INSTRUMENT CLUSTER, THE HORN BEEPS, AND B OTH SCREENS GO BLACK INTERMITTENTLY Caused by NONE FOUND-SCANNED SYSTEM FOR DTC S - NO FOUND ACT IVE OR STORED Work performed by house (999) UNABLE TO VERIFY CUSTOMER CONCERN	Warranty
#7 * Customer Reports: C.S THE VEHICLE LOSES ITS ABILITY TO BE CONTROLLED AND THE ACCELERATOR BECAME INOPERABLE INTERMITTEN TLY Caused by NONE FOUND- SCANNED SYSTEM FOR DTC S NONE ACTIVE O	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Johnson
DODGE CHRYSLER JEEP
481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
8/14/13	[redacted]
R/O Close Date	**Status**
8/27/13	Pre-Invoic
Mileage In	**Mileage Out**
8165	8264

Service Advisor / Tag #
STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone: [redacted]

Vehicle Identification Number: 1C4RJFDJ7EC[redacted]

Delivery Date	In-Service Date
5/03/13	5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
R STORED Work performed by house (999) ROAD TESTED VEHICLE 99 MILES ON RT 46/ RT 80/ RT. 287 & RT 24 AND LOCAL STREETS-UNABLE TO VERIFY CUS TOMER CONCERN	Warranty
#8 * Customer Reports: C.S DRIVERS SEAT SQUEAKS AND MAKES NOISES Caused by NONE FOUND Work performed by house (999) CHANGED POSITIONS AND SAT IN SEAT UNABLE TO VERIF Y CUSTOMER CONCERNS	Warranty
#9 * Customer Reports: C.S DRIVERS DOOR FAILS TO STAY OPEN AND WILL NOT C LOSE TIGHTLY Caused by NONE FOUND Work performed by house (999) UNABLE TO VERIFY CUSTOMER CONCERN	Warranty
#10 *Customer Reports: C.S RADIO STOPS FUNCTIONING, ACCOMPANIED BY SMALL RED LETTERS STATING, PROCESSING INTERMITTENTLY Caused by NONE FOUND	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Johnson
DODGE CHRYSLER JEEP
481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
8/14/13	[redacted]
R/O Close Date	**Status**
8/27/13	Pre-Invoi
Mileage In	**Mileage Out**
8165	8264
Service Advisor / Tag #	
STEPHANIE BOCKHORN	

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
Work performed by house (999) HAD RADION PLAYING FOR APPROX 2 HOURS AND ALSO WHI LE ROAD TESTING UNABLE TO VERIFY CUSTOMER CONCERN	Warranty
#11 *Customer Reports: C.S VOLUME CONTROL TRIGGERS PHONE COMMANDS INTERMI TTENTLY Caused by NONE FOUND Work performed by house (999) OPERATED VOLUME CONTROL ON RADIO AND STEERING WHEE L UNABLE TO VERIFY CUSTOMERS CONCERN	Warranty
#12 *Customer Reports: C.S PHONE LOSES PAIRING INTERMITTENTLY Caused by NONE FOUND Work performed by house (999) TEST PHONE PAIRING WITH TEST TOOL MIT 019- FUNCTIO NS AS DESINED PAIRING WAS SUCCESSFUL	Warranty
#13 *Customer Reports: C.S WARNING CHIME CHIMES WITHOUT ANY WARNING LIGHT S INTERMITTENTLY Caused by NONE FOUND Work performed by house (999)	Warranty

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX ID.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

Johnson
DODGE CHRYSLER JEEP

481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
8/14/13	[redacted]
R/O Close Date	Status
8/27/13	Pre-Invoic
Mileage In	Mileage Out
8165	8264

Service Advisor / Tag #: STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone:
Home Phone: [redacted]
Vehicle Identification Number: 1C4RJFDJ7EC[redacted]
Delivery Date: 5/03/13
In-Service Date: 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
UNABLE TO VERIFY CUSTOMERS CONCERN	
#14 *Customer Reports: C.S SIRIUS RADIO MALFUNCTIONS AND REQUIRES RESETTI NG INTERMITTENTLY Caused by NONE FOUND Work performed by house (999) LEFT RADIO PLAYING FOR APPROX 2.0 HROURS AND ALSO ON EXTENDED ROAD TEST-UNABLE TO VERIFY CUSTOMER CO NCERN	Warranty
#15 *Customer Reports: C.S ANTI-COLLISION WARNING LIGHTS FLASH INTERMITTE NTLY Caused by NONE FOUND Work performed by house (999) ROAD TESTED VEHICLE 99 MILES UNABLE TO VERIFY CUS TOMER CONCERN	Warranty
#16 *Customer Reports: C.S BUMPS IN ROAD TURN RADIO ON AND OFF INTERMITTE NTLY Caused by NONE FOUND Work performed by house (999)	Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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DODGE CHRYSLER JEEP
481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
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8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
8/14/13	[redacted]
R/O Close Date	Status
8/27/13	Pre-Invoice
Mileage In	Mileage Out
8165	8264

Service Advisor / Tag #: STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC1[redacted]
Home Phone	Delivery Date / In-Service Date
[redacted]	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
ROAD TESTED VEHICLE THERE BUMPS IN ROAD SURFACE DUED TO ROAD WORK- UNABLE TO VERIFY CUSTOMER CONCERN	
#17 *Customer Reports: C.S VEHICLE PHONE REQUIRES SERVICE MESSAGE APPEARS WHEN CAR IS STARTED INTERMITTENTLY	
#18 *Customer Reports: C.S RADIO PRESETS CLEAR INTERMITTENTLY AND RESET ON APPARENTLY RANDOM STATIONS Caused by NONE FOUND Work performed by house (999) UNABLE TO VERIFY CUSTOMER CONCERN	Warranty
#19 *Customer Reports: C.S LIGHT STUCK ON DAYLIGHT Caused by NONE FOUND Work performed by house (999) CHECK SETIINGS IN RADIO WAS ABLE TO CHANGE DAYLIGHT AND NIGHT LIGHTING- UNABLE TO VERIFY CUSTOMER CONCERN	Warranty

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LABOR		.0
PARTS		.0
DEDUCTIBLE		.0
SUBLET		.0
SHOP SUPPLIES		.0
HAZARDOUS MATERIALS		.0
SALES TAX OR TAX I.D.	XXXX8427	.0
SPECIAL ORDER DEPOSIT		.0
DISCOUNTS		.0
TOTAL DUE		.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

EXHIBIT H

CHRYSLER

Reprogram Instrument Cluster & ABS Module/Alternator Ground Wire

IMPORTANT SAFETY RECALL

N58 / NHTSA 13V-483

This notice applies to your vehicle (VIN: 1C4RJFDJ7EC[redacted]

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

Dear FISCHER THOMPSON BEVE

Chrysler has decided that certain **2014 model year Jeep® Grand Cherokee vehicles** fail to conform to Federal Motor Vehicle Safety Standard (FMVSS) No. 101 – Controls and Displays and No. 126 – Electronic Stability Control Systems.

The problem is...	**The instrument cluster on your vehicle may experience cluster blackout, illumination of multiple cluster warning lights and/or a loss of anti-lock brake system (ABS) / electronic stability control system function. A loss of instrument cluster illumination and/or loss of ABS 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 tighten the alternator ground wire and reprogram the instrument cluster and ABS module. The work will take about two hours 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, or Dodge 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.

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

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FIAT is a registered trademark of Fiat Group Marketing & Corporate Communication S.p.A., used under license by Chrysler Group LLC.

RECALL ADMINISTRATION 482-00-85
PO BOX 218008
AUBURN HILLS MI 48321-9959

POSTAGE WILL BE PAID BY ADDRESSEE

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 9941 DETROIT MI

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

HRYSLER GROUP LLC
CIMS 482-00-85
PO Box 218008
Auburn Hills MI USA 48321-8008
Electronic Service Requested

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
P A I D
PERMIT #2655
DETROIT, MI

MPORTANT!
SAFETY RECALL NOTICE

IMPORTANT SAFETY RECALL INFORMATION

XX #1

U.S. Department of Transportation

Issued in Accordance With Federal Law

NHTSA

EC[redacted] N58

FISCHER THOMPSON BEVE
25 IRONIA RD
FLANDERS, NJ 07836-9124

024048/#62697/N58 KBU-GP1 07836

024048/#62697/N58

PLEASE HELP US UPDATE OUR RECORDS IF ANY OF THE FOLLOWING CONDITIONS APPLY

VIN (Last 8 Characters of Vehicle Identification Number) | Notification Code

EC [redacted] | N58

This service was previously performed on my vehicle *(check one if applicable)*:

- ☐ My vehicle was inspected and found to be ok.
- ☐ My vehicle was repaired.

This vehicle was *(check one if applicable)*:

☐ scrapped ☐ stolen ☐ exported

This vehicle was sold to *(check one if applicable)*:

- ☐ A dealer, or someone whose name and address is unknown.
- ☐ Someone other than a dealer *(type or print the new owner's name and address below)*.

Date of sale: _____

Updated name and address *(type or print the new owner's name and address or your new name and/or address if it has changed)*:

Owner's title *(check one if applicable)*:

☐ Mr. ☐ Miss ☐ Mr. & Mrs. ☐ Dr.
☐ Mrs. ☐ Ms. ☐ Rev. ☐ Business

First Name _____ MI _____

Last Name _____

Street Address _____

_____

City _____

State _____ Zip Code _____

Email Address _____

EXHIBIT I

Johnson
DODGE CHRYSLER JEEP

481 Route 46 - Budd Lake, NJ 07828
(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
12/16/13	[redacted]
R/O Close Date	**Status**
12/28/13	Pre-Invoic
Mileage In	**Mileage Out**
12740	12743

Service Advisor / Tag #: STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone:
Home Phone: [redacted]
Vehicle Identification Number: 1C4RJFDJ7EC[redacted]
Delivery Date: 5/03/13
In-Service Date: 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted]	
#1 - 28CHZ: CHRYSLER RECALLS N58 INSTRUMENT CLUSTER BLACKS OUT Work performed by BRIAN LEE RETTBERG (785) COMPLETED BOTH UPDATES AND TIGHTENED NUT	Warranty
#2 - Customer Reports: RRT 13-071 RADIO UPDATE PHONE REQUIRES SERVICE Work performed by BRIAN LEE RETTBERG (785) COMPLETED RADIO UPDATE	Warranty
#3 - Customer Reports: RRT 13-041 RATTLE FROM BEHIND DASH AREA Work performed by KENLIS MATOS (631) INSPECTED FOR BRACKET BEHIND DASH AREA	Warranty
#4 - Customer Reports: .S TIRE LIGHT ON Work performed by KENLIS MATOS (631) REPAIRED NAIL HOLE IN LEFT REAR TIRE AND NOTIFIED CUSTOMER OF REAR TIRE WEAR	Warranty
#5 - Customer Reports: C.S BRAKES SQUEAL Work performed by KENLIS MATOS (631) NORMAL SURFACE RUST ON BRAKE PADS	Warranty
#6 - Customer Reports:	

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

'ERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair vork hereinafter to be done along with the necessary material and agree that you are not respons- ble for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other ause beyond your control or for any delays caused by unavailability of parts or delays in parts hipments by the supplier or transporter. I hereby grant you or your employees permission to perate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing nd/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure he amount of repairs thereto."

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X

Johnson
DODGE CHRYSLER JEEP

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(908) 850-8700
www.johnsondodgechryslerjeep.com

SERVICE DEPARTMENT HOURS
8:00 a.m. to 7:00 p.m. Mon-Thurs
8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
12/16/13	[redacted]
R/O Close Date	**Status**
12/28/13	Pre-Invoic
Mileage In	**Mileage Out**
12740	12743

Service Advisor / Tag #
STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone	Vehicle Identification Number
	1C4RJFDJ7EC[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	5/03/13 / 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
CS WHITE SMOKE CLOUD COMES OUT OF TAILPIPE AFTER V EHICLE SITS FOR A PERIOD Caused by VERIFIED VERY SLIGHT AMOUNT OF SMOKE.CONTACTED CHR YSLER ENGINEER AND PERFORMED ENGINE BLOCK TEST AND FOUND PASSED.PERFORMED COOLING SYSTEM PRESSURE TE ST-PASSED. Work performed by KENLIS MATOS (631) ALL SYSTEMS CHECK OK CHRYSLER AGREES VEHICL OPERAT ING WITHIN NORMAL SPECIFICATIONS	Warranty
#7 - Customer Reports: C.S REAR BUMPER DOES NOT SIT FLUSH WITH QUARTER PA NELS SINCE HITCH INSTALLATION Work performed by JAMES STEVENS (637) PERFORMED ADJUSTMENTS TO ENSURE PROPER FIT	Warranty
#8 - Customer Reports: C.S DRIVERS SEAT SQUEAKS Work performed by KENLIS MATOS (631) Unrealized 68158123AA :FOAM: SEAT BACK 68 Qty: 1	Warranty Warranty
#9 - Customer Reports: C.S WHEN PUTTING SHIFTER INTO REVERSE IT POPS BACK INTO PARK Caused by COULD NOT VERIFY CONDITION AND NO CODES OR DTCS Work performed by KENLIS MATOS (631)	Warranty

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LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

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DODGE CHRYSLER JEEP

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(908) 850-8700
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8:00 a.m. to 6:00 p.m. Fri
8:00 a.m. to 2:00 p.m. Sat

R/O Open Date	R/O Number
12/16/13	[redacted]
R/O Close Date	**Status**
12/28/13	Pre-Invoic
Mileage In	**Mileage Out**
12740	12743

Service Advisor / Tag #: STEPHANIE BOCKHORN

FISCHER THOMPSON BEVERAGES
25 IRONIA RD
FLANDERS, NJ 07836

Work Phone:
Home Phone: [redacted]
Vehicle Identification Number: 1C4RJFDJ7EC[redacted]
Delivery Date: 5/03/13
In-Service Date: 5/03/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR SRT8	GRANITE CR	LDF10L

140051

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#10 -RECOMMEND: UPON INSPECTION SERVICE TECH RECOMMENDS	
Work performed by BRIAN LEE RETTBERG (785)	
REAR TIRES WORN TO SAFETY LIMIT	
Sub Total: .00	
#11 *26CHZLOFWA: ***LOF CUSTOMER REQUESTS LUBE,ENGINE OIL & FILTER CH ANGE WITH FREE VEHICLE INSPECTION TECH REC STO HAVE LUBE,ENGINE OIL & FILTER S ERVICE WITH FREE VEHICLE INSPECTION	
Work performed by ROBERT RINGLER (665)	Internal
Installed 68171066PA :OIL: 0W40	Internal
Installed 4884899AB :FILTER: ENGINE OIL	Internal

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LABOR		.0
PARTS		.0
DEDUCTIBLE		.0
SUBLET		.0
SHOP SUPPLIES		.0
HAZARDOUS MATERIALS		.0
SALES TAX OR TAX I.D.	XXXX8427	.0
SPECIAL ORDER DEPOSIT		.0
DISCOUNTS		.0
TOTAL DUE		.0

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1246911
Rose

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE‡
COURTNEY L. SOFIA*
EMMA E. CHIAMPOU*

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

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219

BUFFALO OFFICE
70 NIAGARA STREET, STE 612
BUFFALO, NY 14202

March 25, 2014

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

RE: Our Client: [redacted]
Vehicle: **2014 Jeep Grand Cherokee**
Vin #: **1C4RJFBG6EC**[redacted]

Dear Sir or Madam:

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

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

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

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

Very truly yours,

DAVID J. GORBERG

DJG/jm

RECEIVED
MAR 31 2014
MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: DEC 31, 2014 **VALID: 12/22/13**

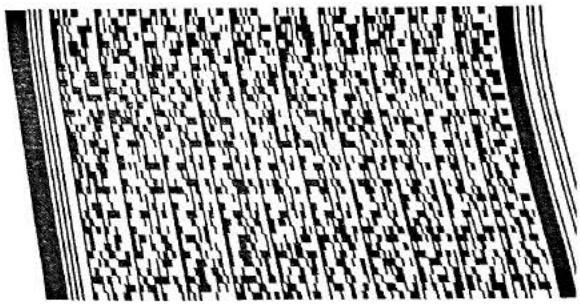
PLATE: [redacted]
TITLE: 72568990801 GE
VIN: 1C4RJFBG6EC[redacted]
YR/MAKE: 2014 JEEP
TYPE: SW
WID: 13356 2610 001083-001

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[redacted]
WEXFORD PA [redacted]



Generated by CamScanner

		JEEP GRAND CHLR		

☐ business
☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ _____ is
0.0000 %	$ 0.00	$ 25,861.10	$ 25,861.10	$ 32,161.10

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
35	738.60	Monthly beginning 10/22/21
Or As Follows:	And 1 Final Payment of 738.60 on the 10/22/24	

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See this contract for more information, including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including $ _____ sales tax)	$ 32,161.10 (1)
2	Total Downpayment =	
	Trade-In _____ (Year) (Make) (Model)	
	Trade-In 1N6AD07U89C407114 (VIN)	
	Gross Trade-In Allowance	$ 6,300.00
	Less Pay Off Made By Seller	$ N/A
	Equals Net Trade In	$ 6,300.00
	+ Cash	$ N/A
	+ Other N/A	$ N/A
	(If total downpayment is negative, enter "0" and see 4H below)	$ 6,300.00 (2)
3	Unpaid Balance of Cash Price (1 minus 2)	$ 25,861.10 (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf	
	(Seller may keep part of these amounts):	
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies	
	Life _____ Term N/A	$ N/A
	Disability _____ Term N/A	$ N/A
	(Describe) N/A Term N/A	$ N/A
	(Describe) N/A Term N/A	$ N/A
C	Official Fees Paid to Government Agencies	
	to State of FL for TITLE FEE	$ 75.00
	to N/A for N/A	$ N/A
	to State of FL for ONLINE REG FEE	$ 10.00
D	Optional Gap Contract	$ N/A
E	Government Taxes Not Included in Cash Price	$ N/A
F	Government License and/or Registration Fees	
	Transfer 6.00	$ 6.00
G	Government Certificate of Title Fees	
	(includes $ 0.00 security interest recording fee)	$ 20.50
H	Other Charges (Seller must identify who is paid and describe purpose)	
	to N/A for Prior Credit or Lease Balance	$ N/A
	to N/A for N/A	$ N/A
	to N/A for N/A	$ N/A
	to CRANBERRY CHRYSLER for N/A	$ 120.00
	to N/A for N/A	$ N/A
	to N/A for N/A	$ N/A
	Total Other Charges and Amounts Paid to Others on Your Behalf	$ 227.50 (4)
5	Amount Financed (3 + 4)	$ 25,861.10 (5)
6	Finance Charge	$ 0.00 (6)
7	Total of Payments-Time Balance (5 + 6)	$ 25,861.10 (7)

If you do not meet your contract obligations, you may lose the vehicle.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)

Premium:
Credit Life $ N/A
Credit Disability $ N/A
Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the premium will be added to the Amount Financed. If you die, this insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A (Type of Insurance) _____ (Term)
Premium $ N/A
Description of Coverage N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A
Description of Coverage N/A
Insurance Company Name N/A
Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X _____ Date
Buyer Signature

X _____ Date
Co-Buyer Signature

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

Generated by CamScanner

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

RO	VIN		DATE IN
10940	1C4RJFBG6EC[redacted]	[redacted]	01/11/14
YEAR	MAKE	MODEL / COLOR	TIME IN
2014	JEEP	GRAND CHER / GRANITE N	11:22
MILES IN / MILES OUT	FIRST USE / USC.	[redacted]	CLOSED 14:40
5633 / 5633	09/23/13 / PA	Wexford PA [redacted]	01/11/14
SEE ALSO	RES. / BUS.		WRITER 28
	H: [redacted]) -		KIM C

CALL WHEN READY

(1) LUBE, OIL AND FILTER CHANGE. CHECK BELTS HOSES AND FLUID LEVELS. SET TIRE PSI. RESET OIL REMINDER IF EQUIPT. FREE FIRST OIL CHANGE (Tech:64) A	Labor	T64	3	
	68191349AA (FILTER)		1	
	68026603AA (OIL)		6	
	.....(Internal).....			
(3) CUST STATES BUTTONS STICKING AT TIMES PARTS ORDERED. (Tech:64) A	Labor	T64		.00
	Total Repair (Customer).....			.00
(4) CUST STATES GPS DOES NOT WORK AT ALL RADIO WAS UPDATED AT PER RRT 13-071 SHOULD HL P WITH PHONE, GPS ISSUES. (Tech:64)	Labor	T64		.00
	Total Repair (Customer).....			.00
(5) PERFORM SMI MULTIPOINT INSPECTION (Tech:64) A	99P	T64		
	.....(Internal).....			
(6) WASHER FLUID TOP OFF-RON LEWIS COURTESY (Tech:64) A	Labor WFT	T64		
	.....(Internal).....			
(7) RRT 13-071 (Tech:64) A	Warranty Claim			
	186002AK FM	T64	4	
	.....(Warranty).....			

	W/C	INT.	CUSTOMER
Next Service DEC '13 Lube-Oil-Filter		Labor	.00
[redacted]		Parts	.00
		Sublet	.00
		Shop Supplie	.00
		Oil/Grease	.00
		Sub Total	.00
		.00 Tax	.00
		Total	.00

Page 1 of 1 Job 058787

[redacted]

Customer Copy

The Reynolds and Reynolds Company CC715325 Q (09/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

RO	VIN			DATE IN
11438	1C4RJFBG6EC[redacted]	[redacted]		01/24/14
YEAR	MAKE	MODEL	COLOR	TIME IN
2014	JEEP	GRAND CHER	GRANITE N	08:45
MILES IN	MILES OUT	FIRST USE	LIC.	CLOSED
6452	6452	09/23/13	PA	01/24/14
SEE ALSO		RES	BUS.	WRITER
		H:(724) 388-7153 W:(724) -		KATE S

[redacted] Wexford PA [redacted]

CALL WHEN READY

(1) CUST STATES NAVIGATION IS LOOSING LOCATION OF WHERE VEHICLE & KEEPS SAYING RECALCULATING -TECH CHECKED SOFTWARE AND IT IS UP TO DATE
(Tech:64) A
Warranty Claim 85418706 UC T64 5
.....(Warranty).....

(2) CUST STATES SOP SWITCH FOR CRUISE CONTROL -JIM -INSTALLED NEW CRUISE CONTROL SWITCH DUE TO STICKING
(Tech:64) A
Warranty Claim 08808202 07 T64 3
(F)68159638AC (SWITCH) 1
.....(Warranty).....

(3) PERFORM SMI MULTIPOINT INSPECTION
(Tech:64) A
99P T64
.....(Internal).....

(4) WASHER FLUID TOP OFF-RON LEWIS COURTESY
(Tech:64) A
Labor WFT T64
.....(Internal).....

(5) CUST STATES FRONT DOORS ARE DIFFICULT TO SHUT -VEHICLE IS PRESSURIZING WHEN SHUTTING DOORS CAUSING THEM TO NEED MORE EFFORT TO BE SHUT
(Tech:64) A
Labor T64
.....(Internal).....

(6) COMPLETED UPDATE TO THE TRANSMISSION CONTROL MODULE
(Tech:64) A
Warranty Claim 1819059D FM T64 2
.....(Warranty).....

1 877 I Am Jeep

Next Service DEC '13 Lube-Oil-Filter

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X CUSTOMER SIGNATURE

[redacted] [redacted]

Customer Copy

The Reynolds and Reynolds Company CS715325 Q (08/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

R/O	VIN			DATE IN
11663	1C4RJFBG6EC [redacted]	[redacted]		01/31/14
YEAR 2014	MAKE JEEP	MODEL GRAND CHER	COLOR GRANITE N	TIME IN 07:24
MILES IN 6703	MILES OUT 6703	FIRST USE 09/23/13	LIC. PA	CLOSED 07:38 02/10/14
SEE ALSO		REG. H:([redacted]	PHO W:(724) -	WRITER 63 JESS F

	CALL WHEN READY	
(1) CUST STATES NAVIGATION IS LOOSING LOCATION -JIM LATEST UPDATE HAS BEEN INSTALLED WORKING AS D ESIGNED AT THIS TIME. (Tech:64) A	Warranty Claim 85418706 UC T64 9 .....(Warranty).....	
(2) PERFORM SMI MULTIPOINT INSPECTION (Tech:64) A	99P T64 .....(Internal).....	
(3) WASHER FLUID TOP OFF-RON LEWIS COURTESY (Tech:64) A	Labor WFT T64 .....(Internal).....	
(4) CUST STATES FRONT DEFROST BUTTON IS STICKING AT TIMES INSTALLED NEW CENTER STACK. (Tech:64) A	Warranty Claim 23112306 64 T64 2 (F)5091840AE (STACK) 1 .....(Warranty).....	
(5) CUST STATES LEFT SIDE FRONT CONTROLS ON STEER ING WHEEL STICKS AT TIMES. INSTALLED NEW SWITCH ON LEFT SIDE STEERING WH EEL CONTROLS. (Tech:64) A	Warranty Claim 08808203 07 T64 3 (F)68159639AC (SWITCH) 1 .....(Warranty).....	
(6) OIL LIFE REMINDER IS NOT RESET... RESET OIL LIFE REMINDER (Tech:64) A	Labor T64 .....(Internal).....	
(7) CUST STATES WHEN OTHER DOORS SHUT HARD TO CLO SE. WORKING AS DESIGNED AT THIS TIME. TO KEEP VH ICLE AIR TIGHT DOOR MIGHT BE HARDER TO CLOSE AT TIMES. (Tech:64) A	Warranty Claim 85412300 UC T64 5 .....(Warranty).....	
(8) CUST STATES CRUISE CONTROL DROPS OUT AT TIME. WORKING AS DESIGNED AT THIS TIME. CRUISE CAN DROP OUT WHEN COMING UP ON ANOTHER VEHICLE O R POOR ROAD CONDITIONS WHEN WHEELS MIGHT SPIN (Tech:64) A	Warranty Claim 85418604 UC T64 5 .....(Warranty).....	

	W/C	INT.	CUSTOMER
Next Service DEC '13 Lube-Oil-Filter		Labor	.00
		Parts	.00
		Sublet	.00
		Shop Supplie	.00
		Oil/Grease	.00
		Sub Total	.00
		.00 Tax	.00
		Total	.00

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

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[redacted]

Customer Copy

The Reynolds and Reynolds Company CC716325 Q (08/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

R/O 13580	VIN 1C4RJFBG6EC[redacted]	[redacted]			DATE IN 03/20/14
YEAR 2014	MAKE JEEP	MODEL GRAND CHER	COLOR GRANITE N	Wexford PA	TIME IN 08:03
MILES IN 8218	MILES OUT 8240	FIRST USE 09/23/13	LIC. PA		CLOSED 12:32 03/21/14
SEE ALSO			RES. H[redacted]	BUS. W: (724) -	WRITER 8219 KATE S

(1) CHECK OPERATION ON CRUISE CONTROL WITH CUST. AND JEEP MODEL AND TEST -ROAD TESTED VEHICLE WITH ENGINEER FOR 22 MILES ON 79 USING THE CRUISE CONTROL -DETERMINED THAT VEHICLE IS OPERATING AS DESIGNED AT THIS TIME (Tech:64) A	CUSTOMER IS WAITING Warranty Claim 85418604 UC T64 9 ENTERPRISE 13580 GAS 13580 .....(Warranty).....	
(2) CUST STATES DOOR IS HARDER TO SHUT -NORMAL DOOR CLOSING FOR INTERIOR PRESSURE (Tech:64) A	Labor T64 .....(Internal).....	
(3) ENTERPRISE RENTAL AT 8AM (Tech:64) A	Labor T64 .....(Internal).....	
(4) CUST STATES THE BACK-UP CAMERA SKIPS ON OBJECTS THAT MOVE IN THE SCREEN -IT IS NORMAL PIXELATION OF THE CAMERA (Tech:64) A	Warranty Claim 85418803 UC T64 6 .....(Warranty).....	

Next Service MAR '16 Lube-Oil-Filter

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
.00 Tax			.00
Total			.00

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The sole remedy hereunder for defects in material or workmanship shall be limited to the repair or replacement of such defective parts by the manufacturer, and Seller makes no warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Seller assumes no liability for incidental or consequential damages of any kind. Seller neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

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[redacted]

Customer Copy

The Reynolds and Reynolds Company CC715325 Q (08/13)

#1246911
ERP to Case

DAVID J. GORBERG & ASSOCIATES, P.C.

32 PARKING PLAZA
SUITE 700
ARDMORE, PA 19003

1-800-MY-LEMON
1-800-695-3666

215-665-7660
FAX 215-563-8738

www.MyLemon.com

DAVID J. GORBERG†
LAURA L. APPLEGATE‡
COURTNEY L. SOFIA*
EMMA E. CHIAMPOU*

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

NEW JERSEY OFFICE
208 KINGS HIGHWAY SOUTH
CHERRY HILL, NJ 08034

PITTSBURGH OFFICE
1900 ALLEGHENY BLDG.
429 FORBES AVENUE
PITTSBURGH, PA 15219

BUFFALO OFFICE
70 NIAGARA STREET, STE 612
BUFFALO, NY 14202

June 5, 2014

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

RE: [redacted] vs Chrysler Group LLC
DOCKET # [redacted]

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

DAVID J. GORBERG

DJG/mk
Enclosure

Chrysler Group LLC
Office of the General Counsel

JUN 09 2014

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

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Thursday, June 05, 2014 10:20 AM
To: mkahlan@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Dockets approved confirmation CaseID :[redacted]

6/5/2014 Please be advised that the following case has been accepted by the Allegheny County Civil/Family Division. Temporary case number:[redacted]
Permanent case number[redacted]
Description:[redacted]s Chrysler Group LLC
Status:Approved. Docket details are as follows:
Case ID:[redacted]Docket Type:COMPL
Sequence nbr:1
Amount:$155.00
Client ID:
Company ID:0.
Filing Date:6/5/2014 Filing Time:09:50:52.

Marie Kahlan

From: webmaster.pro@county.allegheny.pa.us
Sent: Thursday, June 05, 2014 10:20 AM
To: mkahlan@mylemon.com; david@mylemon.com; lapplegate@mylemon.com
Cc: promail@county.allegheny.pa.us
Subject: Allegheny County Court of Common Pleas Event Notification: A [redacted]

An Arbitration Hearing has been scheduled for

Case Number [redacted] vs Chrysler Group LLC

at Room 702, City-County Building on 09/17/2014 at 09:00:00.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY
PENNSYLVANIA

COVER SHEET

Prothonotary

Plaintiff(s)

[redacted]

Wexford, PA [redacted]

Vs

Defendant(s)

CHRYSLER GROUP, LLC
1000 Chrysler Drive
CIMS 485-13-32
Auburn Hills, MI 48326

Case Number : ____ - ____ - ____

Type of pleading :

Complaint

Code and Classification : 010

Filed on behalf of

[redacted]

(Name of the filing party)

[x] Counsel of Record

[ ] Individual, If Pro Se

Name, Address and Telephone Number :
David J. Gorberg, Esquire
David J. Gorberg & Associates
2325 Grant Building
330 Grant Street
Pittsburgh, PA 15219
412-894-9970

Attorney's State ID : 53084

Attorney's Firm ID :

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION-ARBITRATION DOCKET 10/03

[redacted]
PLAINTIFF

ARBITRATION DOCKET

NO. _____ - _____ - _____

VS.

CHRYSLER GROUP, LLC
DEFENDANT

HEARING DATE: _____
Room 523 5th Floor Courthouse
9:00 A.M.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE, The Allegheny County Bar Association, 920 City-County Building
414 Grant Street, Pittsburgh, PA 15219 TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Room 523 of the Allegheny County Courthouse, 436 Grant Street, Pittsburgh, Pennsylvania, on _____ at 9:00A.M. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

NOTICE: **YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGEMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

DAVID J. GORBERG & ASSOCIATES, P.C.
By: DAVID J. GORBERG
Identification No.: 53084
1900 Allegheny Building
429 Forbes Street
Pittsburgh, PA 15219
412-894-9970

Attorney for Plaintiff

[redacted]
Wexford, PA [redacted]

COURT OF COMMON PLEAS

vs.

ALLEGHENY COUNTY

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

COMPLAINT

1. Plaintiff, [redacted], is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing [redacted], Wexford, PA [redacted]

2. Defendant, Chrysler Group LLC is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania with its principle place of business located at 1000 Chrysler Drive, CIMS 485-13-32 Auburn Hills, MI 48326.

BACKGROUND

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about September 23, 2013, Plaintiff purchased a new 2014 Jeep Grand Cherokee (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number 1C4RJFBG6EC[redacted] The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled $42,361.14.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about September 23, 2013, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, navigation and cruise control. Copies of repair receipts are attached hereto and marked as Exhibit "A".

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

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

14. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or it's authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM

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

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

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $35,000.00.

COUNT II
MAGNUSON-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT

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

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

30. Defendant is a "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint, Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

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

35. Section 15 U.S.C. §2310 (d) (1) provides:

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

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

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $35,000.00.

COUNT III
UNIFORM COMMERCIAL CODE

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

a. Breach of Express Warranty

b. Breach of Implied Warranty of Merchantability;

c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal, family and household use.

40. At the time of this purchase and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of the purchase and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the purchase price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $35,000.00.

COUNT IV
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION CLAIM

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(xiv). Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to, or after a contract for the purchase of goods or services is made.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of $35,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: _____
DAVID J. GORBERG, ESQUIRE
Attorney for Plaintiff

VERIFICATION

The undersigned verifies that the Civil Action Complaint is based on information furnished to counsel in the preparation of his/her Lemon Law and/or Breach of Warranty lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that the information supplied to counsel is true and correct to the best of his/her knowledge, information and belief. The contents of the Civil Action Complaint is that of counsel and not of signer. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

Date: 3/29/14

[redacted]

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: DEC 31, 2014 **VALID: 12/22/13**

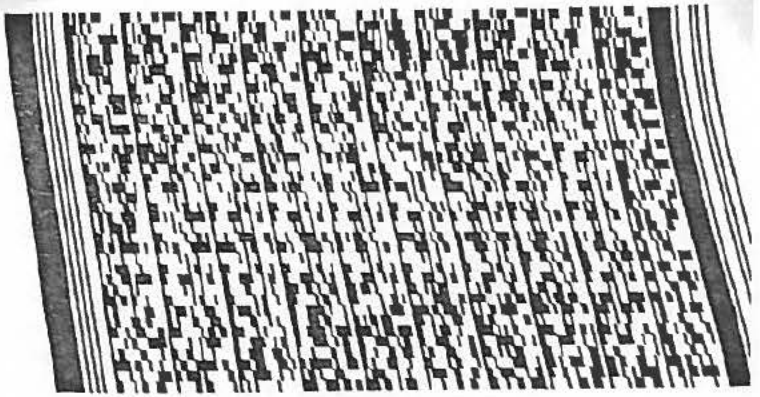
PLATE: [redacted]
TITLE: 72568990801 GE
VIN: 1C4RJFBG6EC[redacted]
YR/MAKE: 2014 JEEP
TYPE: SW
WID: 13356 2610 001083-001

EMISSIONS INSPECTION REQUIRED/DIESEL VEHICLES EXEMPT COUNTY: ALLEGHENY

[redacted]
WEXFORD PA [redacted]

[redacted]

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.



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Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

R/O	VIN				DATE IN
10940	1C4RJFBG6EC[redacted]				01/11/14
YEAR	MAKE	MODEL	COLOR	[redacted]	TIME IN
2014	JEEP	GRAND CHER	GRANITE N		11:22
MILES IN	MILES OUT	FIRST USE	LISC.	Wexford PA [redacted]	CLOSED 14:40
5633	5633	09/23/13	PA		01/11/14
SEE ALSO				RES. H: [redacted] BUS. W: (724) -	WRITER 28 KIM C

CALL WHEN READY

(1) LUBE, OIL AND FILTER CHANGE. CHECK BELTS HOSES AND FLUID LEVELS. SET TIRE PSI. RESET OIL REMINDER IF EQUIPT. FREE FIRST OIL CHANGE (Tech:64) A	Labor		T64	3
	68191349AA	(FILTER)		1
	68026603AA	(OIL)		6
	.....(Internal).....			
(3) CUST STATES BUTTONS STICKING AT TIMES PARTS ORDERED. (Tech:64) A	Labor		T64	.00
	Total Repair (Customer).....			.00
(4) CUST STATES GPS DOES NOT WORK AT ALL RADIO WAS UPDATED AT PER RRT 13-071 SHOULD HL P WITH PHONE, GPS ISSUES. (Tech:64)	Labor		T64	.00
	Total Repair (Customer).....			.00
(5) PERFORM SMI MULTIPOINT INSPECTION (Tech:64) A	99P		T64	
	.....(Internal).....			
(6) WASHER FLUID TOP OFF-RON LEWIS COURTESY (Tech:64) A	Labor	WFT	T64	
	.....(Internal).....			
(7) RRT 13-071 (Tech:64) A	Warranty Claim			
	186002AK	FM	T64	4
	.....(Warranty).....			

Next Service DEC '13 Lube-Oil-Filter

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
.00 Tax			.00
Total			.00

X [redacted]

[redacted] warrant[redacted] expressly disclaims all [redacted] expressed or implied, [redacted] assumes no [redacted] or authorizes [redacted] to assume for him any [redacted] apply where [redacted]

Job 058787

[redacted]

Customer Copy

The Reynolds and Reynolds Company CC/15325 Q (08/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

R/O	VIN		DATE IN
[redacted]	1C4RJFBG6EC[redacted]	[redacted]	01/24/14

YEAR	MAKE	MODEL	COLOR		TIME IN
2014	JEEP	GRAND CHER	GRANITE	N	08:45

MILES IN	MILES OUT	FIRST USE	LIC.		CLOSED
6452	6452	09/23/13	PA	Wexford PA [redacted]	01/24/14 16:32

SEE ALSO	RES.	BUS.	WRITER
	H: [redacted]	W: (724) -	9219 KATE S

CALL WHEN READY

(1) CUST STATES NAVIGATION IS LOOSING LOCATION OF WHERE VEHICLE & KEEPS SAYING RECALCULATING -TECH CHECKED SOFTWARE AND IT IS UP TO DATE (Tech:64) A	Warranty Claim 85418706	UC	T64	5
	.....(Warranty).....			
(2) CUST STATES SOP SWITCH FOR CRUISE CONTROL -JIM -INSTALLED NEW CRUISE CONTROL SWITCH DUE TO STICKING (Tech:64) A	Warranty Claim 08808202	07	T64	3
	(F)68159638AC (SWITCH)			1
	.....(Warranty).....			
(3) PERFORM SMI MULTIPOINT INSPECTION (Tech:64) A	99P		T64	
	.....(Internal).....			
(4) WASHER FLUID TOP OFF-RON LEWIS COURTESY (Tech:64) A	Labor	WFT	T64	
	.....(Internal).....			
(5) CUST STATES FRONT DOORS ARE DIFFICULT TO SHUT -VEHICLE IS PRESSURIZING WHEN SHUTTING DOORS CAUSING THEM TO NEED MORE EFFORT TO BE SHUT (Tech:64) A	Labor		T64	
	.....(Internal).....			
(6) COMPLETED UPDATE TO THE TRANSMISSION CONTROL MODULE (Tech:64) A	Warranty Claim 1819059D	FM	T64	2
	.....(Warranty).....			

1877 I Am Jeep

Next Service DEC '13 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

Page 1 of 1 Job 059219

[redacted]

Customer Copy

The Reynolds and Reynolds Company CC715325 O (08/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

RO	VIN		DATE IN
[redacted]	1C4RJFBG6EC[redacted]	[redacted]	01/31/14
YEAR 2014	MAKE JEEP	MODEL GRAND CHER	COLOR GRANITE N
MILES IN 6703	MILES OUT 6703	FIRST USE 09/23/13	LIC. PA
SEE ALSO		RES H: [redacted]	BUS W:(724) -

TIME IN 07:24
CLOSED 07:38 02/10/14
WRITER 63 JESS F

CALL WHEN READY

(1) CUST STATES NAVIGATION IS LOOSING LOCATION -JIM
LATEST UPDATE HAS BEEN INSTALLED WORKING AS D ESIGNED AT THIS TIME.
(Tech:64) A

Warranty Claim
85418706 UC T64 9
.....(Warranty).....

(2) PERFORM SMI MULTIPOINT INSPECTION
(Tech:64) A

99P T64
.....(Internal).....

(3) WASHER FLUID TOP OFF-RON LEWIS COURTESY
(Tech:64) A

Labor WFT T64
.....(Internal).....

(4) CUST STATES FRONT DEFROST BUTTON IS STICKING AT TIMES
INSTALLED NEW CENTER STACK.
(Tech:64) A

Warranty Claim
23112306 64 T64 2
(F)5091840AE (STACK) 1
.....(Warranty).....

(5) CUST STATES LEFT SIDE FRONT CONTROLS ON STEER ING WHEEL STICKS AT TIMES.
INSTALLED NEW SWITCH ON LEFT SIDE STEERING WH EEL CONTROLS.
(Tech:64) A

Warranty Claim
08808203 07 T64 3
(F)68159639AC (SWITCH) 1
.....(Warranty).....

(6) OIL LIFE REMINDER IS NOT RESET...
RESET OIL LIFE REMINDER
(Tech:64) A

Labor T64
.....(Internal).....

(7) CUST STATES WHEN OTHER DOORS SHUT HARD TO CLO SE.
WORKING AS DESIGNED AT THIS TIME. TO KEEP VH ICLE AIR TIGHT DOOR MIGHT BE HARDER TO CLOSE AT TIMES.
(Tech:64) A

Warranty Claim
85412300 UC T64 5
.....(Warranty).....

(8) CUST STATES CRUISE CONTROL DROPS OUT AT TIME.
WORKING AS DESIGNED AT THIS TIME. CRUISE CAN DROP OUT WHEN COMING UP ON ANOTHER VEHICLE O R POOR ROAD CONDITIONS WHEN WHEELS MIGHT SPIN
(Tech:64) A

Warranty Claim
85418604 UC T64 5
.....(Warranty).....

Next Service DEC '13 Lube-Oil-Filter

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

DISCLAIMER OF WARRANTIES
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for him, herein, in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

[redacted]

Customer Copy

The Reynolds and Reynolds Company CC7153325 Q (08/13)

Ron Lewis Chrysler Dodge Jeep Ram

21145 Route 19 • Cranberry Township, PA 16066
Phone 724-452-4040 • Fax 724-452-1487
www.ronlewisautomotive.com

RO [redacted]	VIN 1C4RJFBG6EC [redacted]				DATE IN 03/20/14
YEAR 2014	MAKE JEEP	MODEL GRAND CHER	COLOR GRANITE N	[redacted] Wexford PA [redacted]	TIME IN 08:03
MILES IN 8218	MILES OUT 8240	FIRST USE 09/23/13	LISC. PA		CLOSED ~~12:32~~ 03/21/14
SEE ALSO				RES. H: [redacted] W:(724) -	WRITER 8219 KATE S

CUSTOMER IS WAITING

(1) CHECK OPERATION ON CRUISE CONTROL WITH CUST. AND JEEP MODEL AND TEST
-ROAD TESTED VEHICLE WITH ENGINEER FOR 22 MILES ON 79 USING THE CRUISE CONTROL
-DETERMINED THAT VEHICLE IS OPERATING AS DESIGNED AT THIS TIME
(Tech:64) A

Warranty Claim
85418604 UC T64 9
ENTERPRISE 13580
GAS 13580
.....(Warranty).....

(2) CUST STATES DOOR IS HARDER TO SHUT
-NORMAL DOOR CLOSING FOR INTERIOR PRESSURE
(Tech:64) A

Labor T64
.....(Internal).....

(3) ENTERPRISE RENTAL AT 8AM
(Tech:64) A

Labor T64
.....(Internal).....

(4) CUST STATES THE BACK-UP CAMERA SKIPS ON OBJECTS THAT MOVE IN THE SCREEN
-IT IS NORMAL PIXELATION OF THE CAMERA
(Tech:64) A

Warranty Claim
85418803 UC T64 6
.....(Warranty).....

Next Service MAR '16 Lube-Oil-Filter

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

X

	W/C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
.00 Tax			.00
Total			.00

Job 060607

[redacted]

Customer Copy

The Reynolds and Reynolds Company CC715325 O (08/13)

☐ business
☐ agricultural ☐

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ ____ is
6.2000 %	$ 0.00	$ [illegible]	$ [illegible]	$ [illegible]

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
36	$806.14	Monthly beginning [illegible]

Or As Follows: And 1 Final Payment of [illegible] due [illegible]

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

[illegible] default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ [illegible] sales tax) $ [illegible] (1)

2 Total Downpayment =

Trade-In [illegible] (Year) (Make) (Model)

Trade-In [illegible] (VIN)

Gross Trade-In Allowance	$ 6,500.00
Less Pay Off Made By Seller	$ N/A
Equals Net Trade In	$ 6,500.00
+ Cash	$ N/A
+ Other N/A	$ N/A
(If total downpayment is negative, enter "0" and see 4H below)	$ [illegible] (2)
	$ [illegible] (3)

3 Unpaid Balance of Cash Price (1 minus 2)

4 Other Charges Including Amounts Paid to Others on Your Behalf

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Life Term N/A $ N/A

Disability Term N/A $ N/A

(Describe) N/A Term N/A $ N/A

(Describe) N/A Term N/A $ N/A

C Official Fees Paid to Government Agencies

to State of PA for TITLE TAX $ 5.00

to N/A for N/A $ N/A

to State of PA for ONLINE REG FEE $ 10.00

D Optional Gap Contract $ N/A

E Government Taxes Not Included in Cash Price $ N/A

F Government License and/or Registration Fees

Transfer 6.00 $ 6.00

G Government Certificate of Title Fees

(Includes $ 5.00 security interest recording fee) $ 27.50

H Other Charges (Seller must identify who is paid and describe purpose)

to N/A for Prior Credit or Lease Balance $ N/A

to N/A for N/A $ N/A

to N/A for N/A $ N/A

to CRANBERRY CHRYSLER for D&C $ 124.00

to N/A for N/A $ N/A

to N/A for N/A $ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ [illegible] (4)

5 Amount Financed (3 + 4) $ [illegible] (5)

6 Finance Charge $ 0.00 (6)

7 Total of Payments-Time Balance (5 + 6) $ [illegible] (7)

If you do not meet your contract obligations, you may lose the vehicle.

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the Amount Financed is the total of the premiums for the insurance you have chosen plus the amount you would owe if you paid all your payments on time.

Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium $ N/A

Description of Coverage N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A Type of Insurance N/A Term

Premium $ N/A

Description of Coverage N/A

Insurance Company Name N/A

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X _____ Date

Buyer Signature

X _____ Date

Co-Buyer Signature

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

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DAVID J. GORBERG & ASSOCIATES, P.C.
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ARDMORE PA 19003-2440

Expected Delivery Date: 06/07/2014

0006

C009

SHIP TO: CHRYSLER GROUP LLC
1000 CHRYSLER DR
CIMS 485-13-32
AUBURN HILLS MI 48326-2766

USPS TRACKING #

[redacted]

Electronic Rate Approved #038555749

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1249168

[redacted]

SANTOR LAW FIRM

RECEIVED

December 9, 2014

DEC 19 2014

RECEIVED
Legal Dept.
DEC 17 2014
Chrysler Group LLC
West Business Center

12/11 ✓

RECEIVED
DEC 16 2014
Special Investigations

Chrysler Group LLC
Customer CenterMILLER, CANFIELD, PADDOCK
Chrylser Group LLC AND STONE, P.L.C.
P.O. Box 21-8004
Auburn Hills, MI 48321-8004

Re: 2014 Jeep Grand Cherokee
VIN: 1C4RJFCGXEC[redacted]
[redacted], Bothell, WA [redacted]
Current Mileage: 23,300.

To Whom It May Concern:

Please be advised that I have been retained by Jonathan Held in a claim for repurchase of a motor vehicle under RCW 19.118 Motor Vehicle Warranties. Please direct all future correspondence regarding this matter to my office.

Mr[redacted] leased a 2014 Jeep Grand Cherokee on May 12, 2013 from Dwayne Lane's Chrysler/North Sound Auto Group, LLC, 10515 Evergreen Way, Everett, WA, 98204. The Gross Capitalized Costs of the vehicle was $45,320.50. Please see the attached Lease Agreement.

Mr. [redacted] submitted a claim in June of this year regarding issues related to the blower motor, the adaptive cruise control, driver side airbag issue and pixel issue in the instrument cluster. Mr. [redacted] settled that claim with Chrysler on June 27, 2014 After the release was signed the vehicle began having very different and very serious issues.

On August 14, 2014, the air suspension system failed. When driving the car, it was unstable, as the motor that controls the air suspension system was trying to adjust the car's height during driving. The suspension system then stopped working altogether. Mr. [redacted] took the vehicle to Kirkland Chrysler Jeep on August 16, 2014 and a fuse was replaced. The air suspension problem continued. On August 24, 2014, in addition to replacing a fuse, the dealership replaced the air suspension module control board.

On September 12, 2014, the check engine light came on. When this happened, the car lost power and Mr[redacted] temporarily lost any ability to control the car (pushing down on the gas pedal revved the engine but produced no power). The vehicle was brought into the Kirkland dealership on September 12. The technicians diagnosed this as a small evap leak associated with a technical safety bulletin, and updated the pcm software.

On September 17, 2014,: The check engine light came back on again (luckily he didn't lose power or control of the car on this occasion). He immediately called Kirkland and brought the

vehicle in a second time for this problem. The car was serviced on September 17, 2014, for the same problem, again diagnostics showed an evap leak. The technicians believed that the ESIM was failing and replaced it.

On November 15, 2014, Mr. [redacted] was leaving Staples in Bothell when, while driving, the car began shaking and he lost power as he was making a left hand turn. This loss of power while driving caused a near collision. The technicians ran diagnostics, found multiple codes, and again replaced the module.

Both of unknown check engine light issue and the air suppression issue represent serious safety defects. Both of these serious safety defects have been attempted to be repaired at least twice. These problems continue to accrue and the vehicle is simply not safe to drive given that Mr. Held does not know when he will again lose control of the vehicle.

Given the continued, serious problems with the vehicle, Mr. [redacted] requests that Chrysler repurchase the vehicle. The damages associated with the lease of this defective vehicle are as follows:

Money due at signing:	$ 1,088.46
Lease payments:	$12,095.46
Ski Cross Bars	$ 347.28
Cargo Tray Kit	$ 98.55
	$13,629.75

See attached receipts.

I calculate the use value of the vehicle to be $7,607.04. Thus, the reimburse due Mr. [redacted] is $6,022.71

I look forward to resolving this matter without the need for litigation. If litigation is necessary, Mr. Held will seek the full measure of his damages, including attorney's fees.

Please contact if you would like to discuss this matter further. I may be reached at 425-329-2647 or by email at marya@santorlaw.com

Sincerely,

Marya Santor

Marya M. Santor
Enclosure

Motor Vehicle Lease Agreement - Closed End

CHRYSLER CAPITAL

☐ Monthly Payment Lease ☐ Single Payment Lease

Lessor (Dealer Name and Address)	Lessee(s) (and Co-Lessee) Name(s) and Address(es)	Lessee's Garaging Address (where the Vehicle will be principally located)

No

County

Date

☐ Refer to the attached addendum for additional Lessees and their signatures.

☐ *Business, commercial or agricultural purpose lease.*

Description of the Leased Property (Vehicle)

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage

☐ New
☐ Used
☐ Demo

Equipped With:

You acknowledge that you have received and examined the Vehicle described above, that the Vehicle is equipped as described and is in good operating order and condition. You accept the Vehicle for all purposes of this Lease.

Trade-In Vehicle and Its Allowance

Year _____ Make _____ Model _____ Gross Amount of Trade-In Allowance $ _____

Prior Credit or Lease Balance - $ _____ **Net Trade-In Allowance = $ _____ (if less than zero, enter zero).

You will receive a sales tax exemption of $ _____ for the agreed value of the traded vehicle. The amount of the sales tax exemption will be applied to reduce:

☐ each Monthly Payment by $ _____ ☐ _____

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery

(Itemized below) *

$ _____

2. Payments

a. Monthly Payments. Your first monthly payment of $ _____ is due on _____ followed by _____ payments of $ _____ due on the _____ of each month. The total of your monthly payments is $ _____.

b. Single Payment. Your payment of $ _____ is due on _____

3. Other Charges (Not part of your monthly or single payment)

Disposition fee (if you do not purchase the Vehicle)	$
	$
	$
	$
	$
	$
	$
Total	$

4. Total of Payments

(The amount you will have paid by the end of the Lease)

$ _____

(Section 1 plus Section 2 total plus Section 3 total minus 5(b) and 5(d))

* Itemization of Amount Due at Lease Signing or Delivery

5. Amount due at Lease signing or delivery:

a. Capitalized Cost Reduction	$	i. Emergency Medical Services fee	+ $		
b. First Monthly Payment	+ $	j.	+ $	**How the amount due at Lease signing or *delivery* will be paid:**	
c. Single Payment	+ $	k.	+ $		
d. Refundable Security Deposit(s)	+ $	l.	+ $	*Net Trade-In* allowance**	$
e. Registration fees	+ $	m.	+ $	Rebates and non-cash credits	+ $
f. Title fees	+ $	n.	+ $		
g. Acquisition fee	+ $	o.	+ $	Amount to be paid in cash	+ $
h. Documentary Service fee	+ $	p.	+ $		
		Total	= $	**< ---- > Total**	= $

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle ($ _____) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). $ _____

Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost - $ _____

Rent charge. The amount charged in addition to the depreciation and any amortized amounts. + $ _____

Total of base payments. The depreciation and any amortized amounts plus the rent charge. = $ _____

Lease Term. The number of months in your Lease. _____

Lease payments. The number of payments in your Lease. ÷

insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	$	Extended Warranty and Service Contract	$	Acquisition fee	$
Sales or Use Tax and any other applicable taxes	$	Documentary Service fee	$		$
Emergency Medical Services fee	$	Outstanding Prior Credit or Lease Balance and Negative Equity	$		$
Title, License and Registration fees	$				$
				Total	$

Additional Protections

You may buy any of the following voluntary protection plans. They are not required as part of this Lease and will not be a factor in our decision to lease the Vehicle to you.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term _____

Price $ _____

Coverage _____

☐ **Gap Waiver or Gap Coverage**

Term _____

Price $ _____

Coverage _____

☐ **Mechanical Breakdown Protection (MBP)**

Term _____

Price $ _____

Coverage _____

☐ **Extended Warranty**

Term _____

Price $ _____

Coverage _____

_____

Name Date

_____

Name Date

Additional Terms

Additional Fees and Charges. Information about a Security Deposit and a Late Charge can be found in the *Additional Lease Terms* section. In addition to the other amounts promised in this Lease, you agree to pay the following.

- **Vehicle Return Fee.** You will pay us a Vehicle Return Fee of $ _____ if this Lease is terminated before the end of the scheduled Lease Term and the Vehicle is returned to us or to our agents. This Fee will not apply if the Lease ends early by your purchase of the Vehicle.
- **Disposition Fee.** You will pay us a Disposition Fee of $ _____ when you return the Vehicle at the end of the scheduled Lease Term. This Fee will not apply if the Lease ends early or if you buy the Vehicle at the end of the Lease Term (if you have that option).
- **Official Fees and Taxes. The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your monthly (or single) payment or assessed otherwise: $ _____. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.**

Documentary Service Fee. THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.

☐ **Service Charge for Unclaimed Security Deposit Refunds.** Unless prohibited, if we send you a check after this Lease ends to refund the remaining portion of any Security Deposit and you do not collect that check within six months, you agree that we may deduct a monthly service charge of $ _____ from the remaining portion of any Security Deposit until it is gone or otherwise refunded to you.

Warranties. The Vehicle is subject to the following express warranties that apply to this Lease.

☐ The standard written manufacturer's warranty. This warranty is made by the

Other Terms

Notices

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

Notice. You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.

Arbitration. This Lease contains an Arbitration Agreement that affects your rights. By signing this Lease, you agree to the terms of the Arbitration Agreement.

Signatures

Entire Agreement. Your and our entire agreement is contained in: (a) this Lease; and (b) any related agreement between you and us about conditions that must be satisfied after delivery of the Vehicle. There are no unwritten agreements regarding this Lease. Any change to this Lease must be in writing and signed by you and by us.

[redacted]

Name Date

_____

Name Date

Notice to Lessee. (1) Do not sign this Lease before you read it or if it contains any blank spaces; (2) You are entitled to a completely filled-in copy of this Lease; (3) This is a Lease agreement and not a purchase agreement. Please seek independent professional advice if you have any questions concerning this transaction.

By signing below, you agree to the terms on pages 1 and 2 of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.

[redacted]

Name Date

Title

_____

Name Date

Title

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

- **Lessee DL Inspection.** The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive by the state of his/her residence.
- **Assignment.** Lessor assigns this Lease and all rights and title to the Vehicle to the Assignee identified below (if any). This assignment is subject to any separate Assignment Agreement between the Lessor and Assignee.

Assignee Name

Customer Number: 57[redacted]

Invoice No: 6[redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT VIPER

12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL, WA [redacted]
Home: [redacted] Bus: Cell:
Email: emailj[redacted]home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	20035 / 20038	T3380

DEL DATE	PROD. DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
16AUG14			16:00 21AUG14		0.00	CASH	25AUG14

R.O. OPENED	READY	OPTIONS ENG 3.6_Liter
15:05 20AUG14	15:17 25AUG14	

LINE OPCODE TECH TYPE HOURS					LIST	NET	TOTAL
A CUSTOMER REPORTS THE SERVICE AIR SUSPENSION IMMEDIATELY WARNING LIGHT IS ON. VEHICLE WAS STUCK IN OFFROAD MODE. YOU CAN HEAR A PUMP RUNNING SOUND SOMETIMES FROM THE RIGHT FRONT. IT GOES ON FOR SEVERAL MINUTES AND IS VERY LOUD. DIAGNOSE AND REPAIR.							
CAUSE: F							
0894TJM2 WIRING REPAIR							
4610 WP40							(N/C)
FC: UC PART#:		COUNT:					
CLAIM TYPE:		W					
AUTH CODE:							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:							0.00
20035 FOUND STORED CODES IN ASCM. FOUND FUSE LOOSE IS PDC. REINSTALLED FUSE AND RECHECKED OK NOW							
**********							
B PERFORM RRT #14-050. BCM ENHANCEMENTS FLASH.							
CAUSE: F							
181902P9 RRT 14-050 BCM FLASH							
4610 WP40							(N/C)
FC: FM PART#:		COUNT:					
CLAIM TYPE:		W					
AUTH CODE:							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:							0.00
20035 FLASH UPDATED BCM SOFTWARE							
**********							
C CSC COVERED RENTAL							
CAUSE: F							
RENTAL RENTAL CAR							
99WSC40							(N/C)

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

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SHOP SUPPLIES: This is a surcharge to repair labor to recover non-itemized parts and supplies and disposal of normal amounts of regulated waste product.
WARRANTY: The only warranty, if any, on the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the Dealer be liable for incidental or consequential damage.
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Copy

Customer Number: [redacted]

Invoice No [redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT VIPER

12828 NE 124th Street - KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
Home: [redacted] Bus: Cell:
Email: email [redacted] home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	20035 / 20038	T3380

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG14			16:00 21AUG14		0.00	CASH	25AUG14

R.O. OPENED	READY	OPTIONS ENG 3.6_Liter
15:05 20AUG14	15:17 25AUG14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

SUBL PO#51967
PO#51967
WSC40 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
****

MULTIPLE POINT VEHICLE INSPECTION.
37PT MULTIPLE POINT VEHICLE INSPECTION.
46101COOR (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
20035 COMPLETED MULTIPLE POINT VEHICLE SAFETY INSPECTION
****

Thank you for allowing The Rairdon Group to service your vehicle. Our goal is for you to be completely satisfied. You may receive a survey from Chrysler, which is your service staff's report card. If you have any concerns please contact the Service Manager to discuss them. Thanks and have a great day!

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

The information contained on the estimate, worksheet, and or repair order is incorporated herein by reference.

SHOP SUPPLIES: This is a surcharge to repair labor to recover non-itemized parts and supplies and disposal of normal amounts of regulated waste products.
WARRANTY: The only warranty, if any, for the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the Dealer be liable for incidental or consequential damages.
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS AMOUNT	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	**$ 0.00**

Customer Copy

Customer Number: [redacted]

Invoice No: [redacted]

INVOICE

RAIRDON'S Kirkland Jeep RAM SRT Viper

12826 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL WA [redacted]
Home: [redacted] Bus: Cell:
Email: email [redacted] home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	20142 / 20150	T3411

DEL DATE	PROD. DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
16AUG14			16:00 25AUG14		0.00	CASH	30AUG14

R.O. OPENED	READY	OPTIONS ENG:3.6_Liter
08:27 25AUG14	14:59 30AUG14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUSTOMER REPORTS THE SERVICE AIR SUSPENSION IMMEDIATELY MESSAGE IS COMING ON AGAIN. VEHICLE STUCK IN OFFROAD MODE AND WON'T DRIVE OVER 40MPH. PLEASE MAKE SURE TO DRIVE IN OFFRAD MODE AFTER WE THINK THE VEHICLE IS FIXED TO BE SURE ALL FEATURES ARE WORKING CORRECTLY. CUSTOMER SUGGESTS THE AIR COMPRESSOR MAY BE BAD. ADVISOR HAS VIDEO'S AVAILABLE FOR THE TECHNICIAN TO VIEW IF NECESSARY. DIAGNOSE AND REPAIR.

CAUSE: F

08196701 Module , Air Suspension Control - Test and replace 12 - Skilled
4610 WP2 (N/C)
1 68144445AA FUSE-J CASE (N/C)
1 68109987AE MODULE-AIR SUSPENSION (N/C)
FC: 58
PART#: 68109987AE
COUNT: 1
CLAIM TYPE: W
AUTH CODE:

85410000 DIAGNOSTICS
4610 WP40 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

20142 FOUND THE PUMP FUSE BLOWN. REPLACED THE FUSE AND TEST DROVE. THE VEHICLE GETS STUCK AND CANNOT COME DOWN. CHECKED FOR CODES FOUND C153A-00. PERFORMED DIAG. FOND THE MODULE IS LOCKING UP CAUSING THE ISSUE. REPLACED ASM MODULE AND PROGRAMMED TEST DROVE. SYSTEM WORKED AS DESIGNED OK NOW

****

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

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SHOP SUPPLIES: This is a surcharge to repair labor to recover non-itemized parts and supplies and disposal of normal amounts of regulated waste products.
WARRANTY: The only warranty, if any, on the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the dealer be liable for incidental or consequential damages.
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC CHARGES	
TOTAL CHARGES	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Copy

Customer Number: [redacted]

Invoice No [redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT VIPER

12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL, WA [redacted]
Home: [redacted] Bus: Cell:
Email: email[redacted]home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	A[redacted]	20142 / 20150	T3411

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
16AUG14			16:00 25AUG14		0.00	CASH	30AUG14

R.O. OPENED	READY	OPTIONS ENG 3.6 Liter
08:27 25AUG14	14:59 30AUG14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
B RENTAL CAR ARMS 331976			
CAUSE: F			
RENTAL RENTAL CAR			
4613WSC40			(N/C)
SUBL PO#52047			
PO#52047			
WSC40			(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

Thank you for allowing The Rairdon Group to service your vehicle. Our goal is for you to be completely satisfied. You may receive a survey from Chrysler, which is your service staff's report card. If you have any concerns please contact the Service Manager to discuss them. Thanks and have a great day!

RO# [redacted]

VIN#: 1C4RJFCGXEC[redacted]

The information contained on the estimate, worksheet, and/or repair order is incorporated herein by reference.

SHOP SUPPLIES: This is a surcharge to help cover or recover non-itemized parts and supplies and disposal of normal amounts of regulated waste products.
WARRANTY: The only warranty, if any, on the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the Dealer be liable for incidental or consequential damages.
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS AMOUNT	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	**$ 0.00**

Customer Copy

Customer Number [redacted]

Invoice N[redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT
12828 NE 124th Street KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]

BOTHELL, WA [redacted]
Home: [redacted] Bus: Cell:
Email: ema[redacted]come

SERVICE ADVISOR: *4672 KEVIN D PARTRIDGE*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	20887 / 20887	T3534

DEL DATE	PROD. DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
16AUG14			17:00 12SEP14		0.00	CASH	18SEP14

R.O. OPENED	READY	OPTIONS ENG.3.6_Liter
08:15 12SEP14	14:58 18SEP14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A C/S CHECK ENG LIGHT CAME ON. ENGINE RUNS FINE. CAME ON 9-11-14			
CAUSE: .			
181906V0 Module, Powertrain Control (PCM) -			
4610 WP40			(N/C)
1 4275086AD LABEL-GENERAL INFORMATION			(N/C)
FC: FM			
PART#: 4275086AD			
COUNT: 1			
CLAIM TYPE: W			
AUTH CODE:			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
20887 CHECKED DTC'S FOUND P0456 SMALL EVAP LEAK. FOUND TSB#			
18-034-13. UPDATED PCM SOFTWARE. CLEARED CODES AND TEST DROVE OK NOW			
**********			
*** RENTAL CAR			
CAUSE: E			
RENTAL RENTAL CAR			
99WSC40			(N/C)
SUBL RENTAL PO#52400			
WP40			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			

Thank you for allowing The Rairdon Group to service your vehicle. Our goal is for you to be completely satisfied. You may receive a survey from Chrysler, which is your service staff's report card. If you have any concerns please contact the Service Manager to discuss them. Thanks and have a great day!

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

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SHOP SUPPLIES: This is a surcharge to repair shop to recover non-itemized parts and supplies and disposal of normal amounts of regulated waste products.
WARRANTY: The only warranty, if any, on the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the Dealer be liable for incidental or consequential damages.
STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the seller any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS AMOUNT	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	$ 0.00

Customer Copy

Customer Number: [redacted]

Invoice No: [redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT VIPER

12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL, WA [redacted]
Home [redacted] Bus: Cell:
Email: email [redacted] home

SERVICE ADVISOR: *4672 KEVIN D PARTRIDGE*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	21102 / 21102	T3582

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
16AUG14			17:00 19SEP14		0.00	CASH	30SEP14

R.O. OPENED	READY	OPTIONS ENG 3.6 Liter
08:08 17SEP14	11:42 30SEP14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A C/S CEL IS ON. PLEASE CHECK AND ADVISE. VEHICLE WAS IN LAST WEEK WITH CEL AND HAD EVAP WORK.

CAUSE: WARRANTY

25011201 Detector/Monitor, evaporative system - Replace :3 - Highly

4610 WP2 (N/C)

1 48619$9AA DETECTOR-EVAPORATIVE SYSTEM (N/C)

INTEGRIT (N/C)

1 52129436AA SEAL-VAPOR CANISTER (N/C)

6 50213750 RIVET (N/C)

FC: MI
PART#: 4861959AA
COUNT: 1
CLAIM TYPE: W
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

21102 FOUND STORED CODE P0441 SMALL EVAP LEAK AND P0440 EVAP SYSTEM GENERAL FAILURE. REMOVED FENDER LINER AND PRESSURE CHECKED THE SYSTEM. NO LEAKS FOUND. SUSPECT THE ESIM IS FAILING. REPLACED ESIM AND RAN FORCED MONITOR TEST CAR PASSED. INSTALLED FENDER LINER OK NOW

****

B** RENTAL CAR

CAUSE: E

RENTAL RENTAL CAR

99WSC40 (N/C)

FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Copy

Customer Numbe [redacted]

Invoice [redacted]

INVOICE

RAIRDON'S Kirkland

Jeep RAM SRT VIPER

12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]

BOTHELL, WA [redacted]

Home [redacted] Bus: Cell:

Email: ema [redacted] ome

SERVICE ADVISOR: *4672 KEVIN D PARTRIDGE*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC [redacted]	[redacted]	21102 / 21102	T3582

DEL DATE	PROD. DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG14			17:00 19SEP14		0.00	CASH	30SEP14

R.O. OPENED	READY	OPTIONS ENG:3.6 Liter
08:08 17SEP14	11:42 30SEP14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
SUBL	RENTALPO#52515						
		WSC40					(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

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RO#: [redacted]

VIN#: 1C4RJFCGXEC [redacted]

The information contained on the estimate, worksheet, and/or repair order is incorporated herein by reference.

SHOP SUPPLIES: This is a surcharge to repair labor to recover non-itemized parts and supplies and disposal of normal amounts of regulated waste products.

WARRANTY: The only warranty, if any, on the parts and accessories are those made by the manufacturer. Any warranty implied by law expires at the expiration of such manufacturer's warranty. In no event shall the Dealer be liable for incidental or consequential damages.

STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	$ 0.00
PARTS AMOUNT	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	**$ 0.00**

Customer Copy

Customer Number: [redacted]

Invoice No [redacted]

INVOICE

RAIRDON'S Kirkland
Jeep RAM SRT
12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL, W
Home: [redacted] Bus: Cell:
Email: email [redacted] home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXEC[redacted]	[redacted]	23489 / 23501	T3105

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
16AUG14			17:00 18NOV14		0.00	CASH	18NOV14

R.O. OPENED	READY	OPTIONS: ENG:3.6_Liter
12:46 15NOV14	08:57 18NOV14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUSTOMER REPORTS THE CHECK ENGINE LIGHT CAME ON FLASHING AND THE CAR HAS NO POWER TO ACCELERATE. AFTER CYCLING THE KEY THE CAR DRIVES FINE BUT THE CHECK ENGINE LIGHT IS SOLID NOW. DIAGNOSE AND REPAIR.

CAUSE: F

200 ENGINE

4610 WP40 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

23489 found multiple codes in vehicle. those pertaining to the cel were u1424-00, p1dd2-00. found availible flash for tcm. codes are not shown for flash but following diag only possible fixed found were module replacement. performed flash old flash #ec181291/new flash #68225560ad and drove vehicle, no codes came back.

****

B LUBE OIL & FILTER SERVICE, ROTATE TIRES.

CAUSE: F

100 MAINTENANCE

4610WSC40 (N/C)

1 68191349AA FILTER-ENGINE OIL (N/C)

6 68055890AA OIL-5W20 BULK (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

23489 performed lube oil filter

****

C RENTAL CAR

CAUSE: F

RENTAL RENTAL CAR

99WSC40 (N/C)

SUBL PO#53458

PO#53458

WSC40 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

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STATEMENT OF DISCLAIMER: The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other incidental damages.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Customer Copy

Customer Number [redacted]

Invoice No: [redacted]

INVOICE

RAIRDON'S Kirkland Jeep RAM SRT VIPER

12828 NE 124th Street · KIRKLAND, WA 98034
(425) 821-1777
www.rairdon.com

[redacted]
BOTHELL, WA
Home: [redacted] Bus: Cell:
Email: email[redacted]home

SERVICE ADVISOR: *4596 JAMES P GILL*

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
WHITE	14	JEEP GRAND CHEROKEE	1C4RJFCGXE[redacted]	[redacted]	23489 / 23501	T3105

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16AUG14			17:00 18NOV14		0.00	CASH	18NOV14

R.O. OPENED	READY	OPTIONS: ENG:3.6_Liter
12:46 15NOV14	08:57 18NOV14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

Thank you for allowing The Rairdon Group to service your vehicle. Our goal is for you to be completely satisfied. You may receive a survey from Chrysler, which is your service staff's report card. If you have any concerns please contact the Service Manager to discuss them. Thanks and have a great day!

RO#: [redacted]

VIN#: 1C4RJFCGXEC[redacted]

The information contained on the estimate, worksheet, and/or repair order is incorporated herein by reference.

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LABOR AMOUNT	$ 0.00
PARTS AMOUNT	$ 0.00
GAS, OIL, LUBE	$ 0.00
SUBLET AMOUNT	$ 0.00
MISC. CHARGES	$ 0.00
TOTAL CHARGES	$ 0.00
	$ 0.00
SALES TAX	$ 0.00
PLEASE PAY THIS AMOUNT	**$ 0.00**

Customer Copy

Payment History

Payments from 5/1/2013 to 11/17/2014

Amount	Date Posted	Base	Fees
($671.97)	11/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc Fees**
Payment Made	11/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	10/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	10/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	9/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	9/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	8/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	8/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	7/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	7/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	6/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc Fees**
Payment Made	6/15/2014	--	--

Amount	Date Posted	Base	Fees
($671.97)	5/15/2014	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	5/15/2014	--	--

Payments from 5/1/2013 to 11/17/2014

Amount	Date Posted	Base	Fees
($671.97)	4/15/2014	$671.97	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	4/15/2014	--	--

Amount	Date Posted	Base	Fees
($339.06)	3/15/2014	$339.06	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	3/15/2014	--	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($639.16)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	2/15/2014	($69.80)	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($642.38)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	12/15/2013	($66.58)	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($671.97)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	11/15/2013	($36.99)	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($671.97)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	10/15/2013	($36.99)	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($671.97)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	9/15/2013	($36.99)	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($671.97)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	8/15/2013	($36.99)	--

Payments from 5/1/2013 to 11/17/2014

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($708.96)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	7/12/2013	--	--

Amount	Date Posted	Base	Fees
$708.96	2/26/2014	($671.97)	--
Description	Effective Date	Tax	Misc. Fees
Payment Reversed	6/14/2013	($36.99)	--

Amount	Date Posted	Base	Fees
($708.96)	2/15/2014	$639.16	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	2/15/2014	$69.80	--

Amount	Date Posted	Base	Fees
($708.96)	12/15/2013	$642.38	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	12/15/2013	$66.58	--

Amount	Date Posted	Base	Fees
($708.96)	11/15/2013	$671.97	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	11/15/2013	$36.99	--

Amount	Date Posted	Base	Fees
($708.96)	10/15/2013	$671.97	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	10/15/2013	$36.99	--

Amount	Date Posted	Base	Fees
($708.96)	9/15/2013	$671.97	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	9/15/2013	$36.99	--

Amount	Date Posted	Base	Fees
($708.96)	8/15/2013	$671.97	--
Description	Effective Date	Tax	Misc. Fees
Payment Made	8/15/2013	$36.99	--

Payments from **5/1/2013** to **11/17/2014**

Amount	Date Posted	Base	Fees
($708.96)	7/12/2013	$708.96	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	7/12/2013	--	--

Amount	Date Posted	Base	Fees
($708.96)	6/14/2013	$671.97	--
Description	**Effective Date**	**Tax**	**Misc. Fees**
Payment Made	6/14/2013	$36.99	--

DWAYNE LANE'S CHRYSLER Jeep

10515 Evergreen Way
Phone (425) 267-9000
Fax (425) 551-5493

Everett, WA 98204
Toll Free (888) 444-LANE
www.dwaynelane.com

SERVICE DEPARTMENT HOURS
7:30 a.m. to 6:00 p.m.
Monday - Friday

R/O Oper. Date	R/O Number
11/04/13	[redacted]
R/O Close Date	**Status**
11/04/13	Reprint
Mileage In	**Mileage Out**
6220	6220
Service Advisor / Tag #	
RICK S/B014	

[redacted]
BOTHELL, WA [redacted]

Work Phone	Vehicle Identification Number
	1C4RJFCGXEC[redacted]
Home Phone	**Delivery Date** / **In-Service Date**
[redacted]	5/12/13 / 5/12/13

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR OVERLAND	BRIGHT WHI	

EC[redacted]

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Cell: [redacted] Email: [redacted]	
#1 - MR Customer Reports: INSTALL CROSS BARS 40.00	
Caused by	
REQUEST	
Work performed by TP(48)	40.00
Installed 82212072AC :RACK KIT: MULTIPURPOSE 1@276.00	276.00
INSTALLED CROSS BARS	
**********	
* EXCLUSIVE OFFER: Dwayne Lane's now offers a SIX MONTH *	
* SAME AS CASH-ZERO INTEREST program. 6 easy and *	
* affordable payments for NEW TIRES or REPAIR or PARTS. *	
* Ask your Service Advisor for details. *	
**********	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law

LABOR	40.00
PARTS	276.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	2.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	29.26
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	347.26
[redacted]	347.26

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

We appreciate and value your kind comments or constructive criticisms. So that we can provide exceptional service to you, please visit the FEEDBACK button at www.dwaynelane.com or call me directly (James Zerhire) at (425) 551-5421.

Have a great day!

(C) 2008 ARIDNA, Inc. Dealership Application Group (800)845-1208

DWAYNE LANE'S
CHRYSLER Jeep

10515 Evergreen Way
Phone: (425) 353-3855
Fax: (425) 514-8354

Everett, WA 98204
Toll Free (888) 444-LANE
www.dwaynelane.com

SOLD TO

[redacted]
BOTHELL, WA
[redacted]

SHIPPED TO

RETURN POLICY: No returns on electrical or special order items. A restocking charge will be applied on all merchandise returned for credit. No returns after 15 days.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, Dwayne Lane's Chrysler Jeep, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Dwayne Lane's Chrysler Jeep, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG
Verbal	Payment Due Upon Receipt	5/16/13	5118145 1

SHIP VIA	SALESPERSON NAME
UPS GROUND	JEFF WOOD

QTY	DESCRIPTION	PARTS	LBR	TAX	AMOUNT
1	82212085 : TRAY KIT: CARGO - FLEX	503	90.25	90.25	90.25

DATE PRINTED 5/27/14 TIME 9:29:24

PARTS DEPARTMENT HOURS
8:00 a.m. to 5:30 p.m. Mon - Fri

Thank You!

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

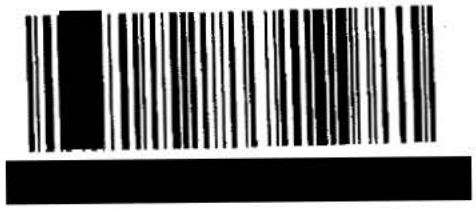
X

SERVICES OR EQUIPMENT	90.25
SHIPPING	
C.O.D. CHARGE	
SALES TAX OR TAX I.D.	8.30
DEPOSIT ON CONTRACT	
TOTAL *Reprint*	98.55
Visa/Mastercard V	98.55

(c) 2002 ARCONA, Inc. - Dealership Application Group (800)845-1605

and Firm
28th Creek Pkwy, Suite 120
WA 98012

CERTIFIED MAIL™





U.S. POSTAGE
$7.61
FCM LG ENV
98012
Date of sale
12/11/14
06 2S00
08310277
SSK

FOLD HERE

Chrysler Group LLC
Customer Center
P.O. Box 21-8004
Auburn Hills, MI 48321

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1264449
Schmidt

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

MICHAEL GOODMAN, ESQ.
LICENSED IN COLORADO
EXTENSION: 1062
E-MAIL: MGOODMAN@LEMONLAWINFO.COM

1720 S. BELLAIRE STREET, SUITE 500
DENVER, CO 80222

CORPORATE OFFICE:
2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GA 30345
PHONE: 866-865-3666 FAX: 877-570-5413

PLEASE DIRECT ALL CORRESPONDENCE
TO CORPORATE OFFICE

June 26, 2015

RECEIVED
JUL - 8 2015
MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.

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

RE: [redacted] v. FCA US LLC
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	2015 Jeep Grand Cherokee
VIN:	1C4RJFJM9EC[redacted]
Date of purchase:	10/31/13
Our File No.:	[redacted]

To Whom It May Concern:

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

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

1. **Engine;**
2. **Electrical;**
3. **FCW system;**
4. **Warning light on;**
5. **Check engine light on;**
6. **Excessive repair attempts.;**

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

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty.

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

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud remedies.

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

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

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

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

Sincerely,

ALEX SIMANOVSKY & ASSOCIATES, LLC

/s/ Michael Goodman

Michael Goodman, Esq.
Alex Simanovsky, Esq.
Attorneys for Mr. [redacted]

CC: [redacted]

COLORADO REGISTRATION/OWNERSHIP TAX RECEIPT

TYPE	PLATE	TAB/VAL		VIN				EXPIRE
PAS-REG	[redacted]	U958789		1C4RJFJM9EC[redacted]				12/2015
TITLE	YR	MAKE	BODY	CWT/PAS	T/C	FLEET	FUEL	PREV. EXP
[redacted]	2014	JEE	UP	53	C		G	12/2014
PUR.DATE	PUR.PRICE	ORIGINAL TAXABLE VALUE		BUS. DATE	CO#			UR/CODE
10/31/2013	28338.84	48,947		12/02/2014	47			U 0043
EM. FEE	TITLE FEE	PRIOR O.T.	OWN TAX	LIC. FEE		ROAD FEE		BRIDGE FEE
0.00	0.00		734.21 E	102.27		**28.00**		**23.00**
RTD TAX	COUNTY TAX	CITY/DIST TAX	STATE TAX	SPECIAL FEE		OTHER FEE		
0.00	0.00	0.00	0.00	0.00		0.00		
UNIT #	GVW	MILES	HI GVW	HC DATE				

OWNER NAME/MAILING ADDRESS

* FEE IN BOLD INCLUDED IN LIC FEE

[redacted]

E/10312013/ /122018

[redacted]

CASTLE PNS N CO [redacted]

VALIDATION			TOTAL
PAID DOUGLAS	12/02/2014 094190BX4 R01 LN Y		836.48 P

MOTOR VEHICLE INSURANCE IS COMPULSORY IN COLORADO, NON-COMPLIANCE IS A MISDEMEANOR TRAFFIC OFFENSE

CENTENNIAL CHRYSLER Jeep

9980 E. Arapahoe Road
CENTENNIAL, CO 80112
Phone
303-790-9300

Thank You

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	TIMOTHY MULLIN 176	772A	05/27/14	[redacted]
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 11,149		COLOR: GRANITE CRY	STOCK NO.: 6178N
CASTLE ROCK, CO[redacted]	YEAR / MAKE / MODEL: 14/JEEP/GRAND CHEROKEE/GRAND CHEROKE		DELIVERY DATE: 11/01/13	DELIVERY MILES: 8
[redacted]	VEHICLE I.D. NO.: 1 C 4 R J F J M 9 E C [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R.O. DATE: 05/27/14	
RESIDENCE PHONE: [redacted]	BUSINESS PHONE	COMMENTS		

MO: 11149

LABOR & PARTS

J/# 1 23JE22 TIME: 1.7 BODY UNITS: TECH(S): 20 WARRANTY

C/S THEY RECIEVED A NOTICE FROM CHRY.TO UP RADIO W/NEW SOFTWARE...
FLASHED RADIO WITH UPDATE - ALL OKAY NOW

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J/# 2 23JE22 TIME: 1.1 BODY UNITS: TECH(S): 99 WARRANTY

C/S THE FCW SYSTEM WARNING GOES OFF ALL THE TIME.CUST.TO RID E WITH CUST.TO VEREFY CONCERN
FOUND SENSOR WAS SLIGHTLY (ABOUT HALF AN INCH) OFF - ADJUSTED SENSOR - CUSTOMER WILL NEED TO MONITOR TO SEE IF PROBLEM PERSISTS - IF PROBLEM OCCURS AGAIN CONTACT DAVID GREENE SERVICE MANAGER

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

J/# 3 18JE24 TIME: .5 DIAG CHECK ENGINE LT UNITS: TECH(S): 80 WARRANTY

"CHECK ENGINE" LIGHT HAS ILLUMINATED
PERFORMED DIAGNOSTICS FOR "CHECK ENGINE" LIGHT
FOUND CODE P2458-00 PENDING EGR COOLER BYPASS CONTROL CIRCUIT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

J/# 4 25JE23 TIME: .3 BODY UNITS: TECH(S): 20 WARRANTY

CUSTOMER STATES WHEN PUTTING THE VEHICLE IN REVERSE THE LEFT DRIVERS SIDE MIRROR WILL NOT TILT DOWN LIKE THE PASSENGER SIDE AND WHEN THE VEHICLE IS PUT BACK INTO DRIVE THE MIRROR WILL ADJUST AND POINT UP TO THE SKY - PRESSING THE MEMORY SETTING WILL MOVE THE MIRROR BACK PARTIALLY AND HAVE TO USE THE ELECTRONIC SETTING TO MOVE IT THE REST OF THE WAY
REPLACED DRIVERS SIDE MIRROR - ALL OKAY NOW

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	1	68110613-AB	MIRROR OU 23021003		WARRANTY
			JOB # 4 TOTAL PARTS		0.00
			JOB # 4 TOTAL LABOR & PARTS		0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF $0.00 (+TAX)

AS IS: The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and the selling dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income or any other consequential damages.
NO PARTS OR LABOR WARRANTY WHEN USED PARTS ARE INSTALLED

REPAIR ORDER NOTICE

Colorado law provides from imposition of a lien in favor of any person who repairs or bestows labor on personal property such as motor vehicles. If the repair or service work authorized in this Repair Order is not paid for, or is paid with a check, draft, or order which is subsequently dishonored for any reason, or is charged to an account which is not paid when due, the law gives the motor vehicle repair garage the right to take possession of the motor vehicle and/or commence an action in court to foreclose the lien which may result in the vehicle being sold pursuant to court order.

Supplies - A token charge equivalent to 15% of the labor charge is included for supplies used. Applicable supply items are: Nuts, bolts, washers, tape, pins, rags, cleaners, towels, hazardous waste charges, etc.

Section 25-17-202, Colorado Revised Statutes, requires retailers to collect a $1.50 waste tire recycling development fee on the sale of each new motor vehicle tire.

THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

The Reynolds and Reynolds Company ERAMTNVE CC885942 Q (05/13)

 [CONTINUED ON NEXT PAGE] 05:26pm

CENTENNIAL
CHRYSLER Jeep

9980 E. Arapahoe Road
CENTENNIAL, CO 80112
Phone
303-790-9300

Thank You

CUSTOMER NO. [redacted]	ADVISOR: CRIS MIRELES 38	TAG NO.: 443	INVOICE DATE: 05/08/14	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 9,873	COLOR: GRANITE CRY	STOCK NO. [redacted]
CASTLE ROCK, CO [redacted]	YEAR/MAKE/MODEL: 14/JEEP/GRAND CHEROKEE/GRAND CHEROKE		DELIVERY DATE: 11/01/13	DELIVERY MILES: 8	
[redacted]	VEHICLE I.D. NO.: 1C4RJFJM9EC [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.S. NO.	P.O. NO.	R.O. DATE: 05/08/14		
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS			

MO: 9875

LABOR & PARTS

#	OPC	DESCRIPTION	UNITS	TECH	WARRANTY
1	23JE73	RRT	1.0	20	

RRT 14-028
FLASHED PCM

JOB # 1 TOTAL LABOR & PARTS 0.00

#	OPC	DESCRIPTION	UNITS	TECH	WARRANTY
2	23JE73	DIAG CHECK ENGINE	1.0	80	

"CHECK ENGINE" LIGHT HAS ILLUMINATED
.ADVISE
PERFORMED DIAGNOSTICS FOR "CHECK ENGINE" LIGHT
PERF.DIAG.HAD A PENDING CODE P245B-00,PENDING EGR CODE.
CLEARED FAULT CODE-NO PROBLEMS FOUND AT THIS TIME.PCM
FLASH MAY CURE THIS FAULT CODE..

JOB # 2 TOTAL LABOR & PARTS 0.00

#	OPC	DESCRIPTION	UNITS	TECH	WARRANTY
3	23JE22	BODY	1.0	20	

C/S CRUISE IS INOP.
PERF.DIAG.CLEANED SENSOR.NO OTHER PROBLEMS FOUND AT THIS TIM
E.

JOB # 3 TOTAL LABOR & PARTS 0.00

#	OPC	DESCRIPTION	UNITS	TECH	WARRANTY
4	23JE73	BODY	1.0	20	

C/S THE FDC CHIME GOES OFF ALL THE TIME
PERF.DIAG.SYSTEM IS WORKING AS DESIGNED BY MFGR.TECH.RECOMM.
TO KEEP LENSE AS CLEAN AS BEST AS POSIBBLE.NO PROBLEMS FOUND
AT THIS TIME.

JOB # 4 TOTAL LABOR & PARTS 0.00

ESTIMATE

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ORIGINAL ESTIMATE OF $0.00 (+TAX)

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REPAIR ORDER NOTICE

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THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

The Reynolds and Reynolds Company ERAINTHVE CC6859421 (05/13)

CENTENNIAL

CHRYSLER Jeep

9980 E. Arapahoe Road
CENTENNIAL, CO 80112
Phone
303-790-9300

Thank You

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR CRIS MIRELES 38	TAG NO. 947	INVOICE DATE 11/26/14 [redacted]		
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 18,238	COLOR GRANITE CRY	STOCK NO. [redacted]
CASTLE ROCK, CO [redacted]	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/GRAND CHEROKE		DELIVERY DATE 11/01/13	DELIVERY MILES 8	
[redacted]	VEHICLE I.D. NO. 1 C 4 R J F J M 9 E C [redacted]		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE 11/24/14		
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS			

MO: 18241

LABOR & PARTS

JOB # 1 2350 BODY UNITS: 1 TECH(S): 08 WARRANTY

C/S THE DASH READS SERVICE AIR SUP.SYSTEM-SEEMS TO BE
STUCK IN UP POSITION-ADVISE
PERF.DIAG.ACTIVE FAULT CODES WERE C15A1-00,C1562-98 REPLACED
COMPRESSOR ASSY.& VALVE BLOCK ASSY.FOR A EXCESSIVE ELEC.DRAW
& REPLACED BLOWN FUSE.CLEARED FAULT CODES & VEREFIED PROPER
OPERATION.NO OTHER PROBLEMS FOUND AT THIS TIME.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	5	34201631	RETAINER 23043014		WARRANTY
JOB # 1	1	68204730-AC	COMPRESSO 17023037		WARRANTY
JOB # 1	1	4868008-AA	FUSE NONE 08017002		WARRANTY
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

JOB # 2 [illegible] RECALL UNITS: 1 TECH(S): 23 WARRANTY

RRT 14-050
COMPLETED RRT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

JOB # 3 [illegible] RRT UNITS: 1 TECH(S): 23 WARRANTY

RRT 14-075
COMPLETED RRT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	0	68257352-AA	KIT TIE S 14002035		WARRANTY
PART ON SPECIAL ORDER					
		** QUANTITY 1 IS SPECIAL ORDERED **			
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

JOB # 4 [illegible] RR UNITS: 1 TECH(S): 23 WARRANTY

RRT 14-087
COMPLETED RRT

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 4 TOTAL PARTS		0.00
			JOB # 4 TOTAL LABOR & PARTS		0.00

JOB # 5 [illegible] RECALL UNITS: 1 TECH(S): 23 WARRANTY

P36 SUN VISOR RECALL
COMPLETED RECALL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 5	1	PKP36	SUN VISOR		WARRANTY
JOB # 5	1	CBXDP361-AA	SPACER VI 18050069		WARRANTY

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THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

The Reynolds and Reynolds Company ERAINTINVE CC085942 Q (05/13)

 [CONTINUED ON NEXT PAGE] 12:02pm

CENTENNIAL
CHRYSLER Jeep

9980 E. Arapahoe Road
CENTENNIAL, CO 80112
Phone
303-790-9300

Thank You

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR: CRIS MIRELES 38	TAG NO. 947	INVOICE DATE 11/26/14	INVOICE NO. [redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE 18,238	COLOR GRANITE CRY [redacted]
CASTLE ROCK, CO [redacted]	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/GRAND CHEROKE		DELIVERY DATE 11/01/13	8
[redacted]	VEHICLE I.D. NO. 1C4RJFJM9EC [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	R.T. & NO.	P.O. NO.	R.O. DATE 11/24/14	
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS		MO: 18241

JOB # 5 TOTAL PARTS	0.00
JOB # 5 TOTAL LABOR & PARTS	0.00

JOB # 6 23JEZ3 CORR TECH(S) 23 WARRANTY

P64 RE PROGRAM STEERING CONTROL MODULE
COMPLETED RECALL

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE

JOB # 6 TOTAL PARTS	0.00
JOB # 6 TOTAL LABOR & PARTS	0.00

ESTIMATE
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $1371.00 (+TAX)

COMMENTS
DELETED OPERATION(S)
23JEZ3 BODY

TOTALS

SHOP SUPPLY CHARGE

IT IS NORMAL TO GENERATE WASTE BYPRODUCTS THAT REQUIRE DISPOSAL PER GOVERNMENT GUIDELINES, IT IS ALSO NECESSARY TO USE ITEMS THAT ARE FROM BULK SUPPLIERS THAT CAN NOT BE BILLED ON THE REPAIR ORDER INDIVIDUALLY. THOSE ITEMS ARE ACCOUNTED FOR UNDER SHOP SUPPLIES WHICH IS 10% OF THE LABOR WITH A $75.00 MAXIMUM

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

OUR GOAL IS FOR YOU TO BE 100% SATISFIED
IF FOR ANY REASON YOU ARE NOT COMPLETELY SATISFIED,
PLEASE CONTACT DAVE GREENE (SERVICE DIRECTOR) 303-874-2114

CUSTOMER SIGNATURE

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THANK YOU
FOR BRINGING
YOUR VEHICLE
TO US
FOR SERVICE

The Reynolds and Reynolds Company ERWNTINVE CC685942 Q (05/13)

[redacted]

[redacted]

INVOICE

AutoNation
AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

CASTLE ROCK, CO [redacted] PAGE 1
HOME: [redacted] CONT [redacted]
BUS: [redacted] CELL: SERVICE ADVISOR: 6683 JESSE MARTIN

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		12805/12805	T6881

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			17:00 14JUL14			CASH	15JUL14

R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter_Turbo
08:21 14JUL14	16:54 15JUL14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON						
	BY001			CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON			
		6906		WD			(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE A:		0.00
	12805 P245B 18-19-04-AH 0.30 PREFROM PCM FLASH UPDFATE						
	**********						
B	Customer has Requested a Multi-Point Inspection						
	MULTI-A			MULTI POINT INSPECTION			
		6906		CD		0.00	0.00
	TRT8			8/32nd OR MORE TIRE TREAD REMAINING TIRES ARE OK AT THIS TIME			
		6906		CD		0.00	0.00
	BK8			8MM BRAKE PAD REMAINING			
		6906		CD		0.00	0.00
	GBATT			YOUR BATTERY TESTED GOOD ON THIS VISIT			
		6906		CD		0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE B:		0.00
	**********						

MISC. CHARGE It is normal to generate many waste by products that require special disposal and also necessary to utilize many item that are supplied in bulk. These items do not lend themselves to be billed individually. These items are accounted for as shop supply charges on your invoice.12.5% lab max $49.99

Thank You For Your Business!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. SEE REVERSE SIDE FOR LIMITED WARRANTY ON PARTS AND SERVICE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, unless covered by the limited warranty, including any other implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Guest Copy

[redacted]

[redacted]

INVOICE

AutoNation
AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

CASTLE ROCK, CO [redacted] PAGE 1
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

SERVICE ADVISOR: 7651 CARLTON DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		24356/24356	T4697

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			12:00 17APR15			CASH	13APR15

R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter_Turbo
13:21 11APR15	14:23 13APR15	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THAT WHEN VEHICLE SITS FOR A COUPLE DAYS BATTERY DRAINS.CHECK FOR A DRAW....			
BY999 MISC BODY REPAIR			
6906 WD			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
24356 SEE LINE B			
**********			
B CUSTOMER STATES THAT CHECK ENGINE LIGHT IS ON SEE HIST,LIMP MODE INTERMITTENTLY AT TIMES.....			
BY999 MISC BODY REPAIR			
6906 WD			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
24356 CEL ON 18-19-04-BW 0.40 FLASH UP DATE PCM PER TSB 18-023-15			
**********			
C MULTI POINT INSPECTION / /			
MULTI-A MULTI POINT INSPECTION			
6906 CD	0.00		0.00
GBATT YOUR BATTERY TESTED GOOD ON THIS VISIT			
6906 CD	0.00		0.00
TRT8 8/32nd OR MORE TIRE TREAD REMAINING TIRES ARE OK AT THIS TIME			
6906 CD	0.00		0.00
BK8 8MM BRAKE PAD REMAINING			
6906 CD	0.00		0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
**********			

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicle Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Thank You For Your Business!

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Guest Copy

[redacted]

[redacted]

INVOICE

AutoNation
AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

[redacted]

CASTLE ROCK, CO [redacted]
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 7651 CARLTON DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		24356/24356	TC4697

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			17:00 18APR15			CASH	21APR15

R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter_Turbo
11:17 17APR15	14:53 21APR15	

LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER CAME TO PICK VEHICLE UP AND BATTERY IS DEAD, THIS IS WHAT HAPPENS WHEN IT SITS FOR A DAY OR MORE, CHECK FOR DRAW IN SYSTEMAND PROVIDE CLEAR NOTES OF WHAT TESTS WERE PERFORMED						
BY999 MISC BODY REPAIR						
	6906	WD				(N/C)
GBATT YOUR BATTERY TESTED GOOD ON THIS VISIT						
	6906	WD				(N/C)
TRT7 7/32nd TIRE TREAD REMAINING, CHECK AGAIN NEXT VISIT						
	6906	WD				(N/C)
BK6 6MM OR BETTER PAD LEFT						
	6906	WD				(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:						0.00
24356 CHARGED BATTERY USED AMP METE TO TEST FOR DRAW FOUND 500 MIL AMP DRAW ON BATTERY CHECKED FOR AFTER MARKET ADD ON AND FOUND BRAKE CONTROLER INSTALLED UN PLUGGED CONTROLER AND LET CAR GO BACK TO SLEEP AND IT TESTED AT 0.008 MIL AMPS WELL BELOW 0.035 SPEC FOR DRAW NOTE CONTROLER WAS NOT PLUGGED BACK IN						
**********						
B MULTI POINT INSPECTION / /						
MULTI-A MULTI POINT INSPECTION						
	6906	CD		0.00	0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:						0.00
**********						

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicle Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

Thank You For Your Business!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. SEE REVERSE SIDE FOR LIMITED WARRANTY ON PARTS AND SERVICE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, unless covered by the limited warranty, including any other implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Guest Copy

[redacted]

[redacted]

INVOICE

AutoNation
AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

CASTLE ROCK, CO [redacted]

PAGE 1

HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

SERVICE ADVISOR: 7651 CARLTON DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		25000/24514	T4778

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			18:00 29APR15			CASH	30APR15

R.O. OPENED	READY	OPTIONS:
09:34 28APR15	17:17 30APR15	ENG:3.0_Liter_Turbo

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	VEHICLE TOWED IN/WILL NOT START/COMPLETLY DIED..							
	BY999		MISC		BODY REPAIR			
		3460		WD				(N/C)
	1	BBAH8800AA			MOPAR 5300 NEW MODEL PART			(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

24514 battery 1.50
1.0 DIAG 0.5 R+R
INSTALLED GR8 BATTERY TESTER AND TRIED TO RECHARGE THE BATTERY. FOUND BATTERY TO BE FAULTED INTERNALLY. REPLACED UNDER WARRANTY. THEN AMP TESTED THE VEHICLE, AND FOUND THE AMP DRAW TO BE WITHIN ACCEPTABLE RANGE. CLEARED ALL CODES, TEST DROVE VEHICLE TO RELEARN MODULES.

****

Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicle Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.

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CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

Guest Copy

[redacted]

[redacted]

INVOICE

AutoNation

AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

[redacted]
CASTLE ROCK, CO [redacted]

PAGE 1

HOME:
BUS:
CONT: [redacted]
CELL: [redacted]

SERVICE ADVISOR: 7651 CARLTON DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		28000/28000	T4812

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			18:00 14MAY15			CASH	14MAY15

R.O. OPENED	READY	OPTIONS:
08:54 05MAY15	10:09 14MAY15	ENG:3.0_Liter_Turbo

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES THE CAR DIES AFTER SITTING FROM SATURDAY TO MONDAY
3RD VISIT. SEE DAN WITH DIAG KEEP TO MAKE SURE THE CAR IS FIXED
BY999 MISC BODY REPAIR
3956 GOODWIN,JERRY LIC#: 3956
WD (N/C)
1 68194607AE CENTER-INTELLIGENT POWER (N/C)
1 BBAH8800AA MOPAR 5300 NEW MODEL PART (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

28000 1.80 1.5 DIAG TIME..PLUS TIPM. DIAG IGNITION OFF DRAW.LABOR OPS ARE 0894HAF2/08890201 FOUND WITH IGNITION OFF THE VOLTAGE DRAW WAS AT 1.2 MILLI AMPS.. USING WIRING DIAGRAM STARTED TO DISCONNECT MODULES ON INTERIOR. MADE NO CHANGE. WITH TIPM DICONNECTED DRAW DROPPED. RECONNECT TIPM FOUND THAT THE AC COMPRESSOR CLUTCH WAS DRAWING BATTERY DOWN. ON FURTHER INSPECTION FOUND THAT THE TIPM INTERNAL RELAY WAS BLEEDING VOLTAGE TO COMPRESSOR. REPLACED TIPM AND RECHECKED. VOLTAGE DROP NOW WITHIN SPEC AT .012 MILI AMPS. LET CAR SIT FOR 4 DAYS AND RAN WITH NO PROBLEMS

****

B MULTI POINT INSPECTION / /
MULTI-A MULTI POINT INSPECTION
3956 GOODWIN,JERRY LIC#: 3956
CD
GBATT YOUR BATTERY TESTED GOOD ON THIS VISIT 0.00 0.00
3956 GOODWIN,JERRY LIC#: 3956
CD
TRT7 7/32nd TIRE TREAD REMAINING, CHECK AGAIN NEXT VISIT 0.00 0.00
3956 GOODWIN,JERRY LIC#: 3956
CD
BK6 6MM OR BETTER PAD LEFT 0.00 0.00
3956 GOODWIN,JERRY LIC#: 3956
CD 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

$77-4127-5337

Thank You For Your Business!

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE. SEE REVERSE SIDE FOR LIMITED WARRANTY ON PARTS AND SERVICE.

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LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Guest Copy

[redacted]

[redacted]

CASTLE ROCK, CO [redacted]

HOME:

BUS:

CONT:3 [redacted]

CELL:3

INVOICE

PAGE 1

AutoNation

AutoNation Dodge Ram Arapahoe
10743 E.Arapahoe Road
Centennial, CO 80112
303-798-8808

SERVICE ADVISOR: 7651 CARLTON DAVIS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	14	JEEP GRAND CHEROKEE	1C4RJFJM9EC[redacted]		25172/25172	T4869

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN14 DD			18:00 27MAY15			CASH	27MAY15

R.O. OPENED	READY	OPTIONS: ENG:3.0_Liter_Turbo
07:24 27MAY15	17:01 27MAY15	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES WIPER NOZZLE ARE NOT WORKING			
BY999 MISC BODY REPAIR			
3956 GOODWIN,JERRY LIC#: 3956			
WD			(N/C)
1 55372143AB NOZZLE-WINDSHIELD WASHER			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
25172 0.20 REPLACED WASHER NOZZLE. OP CODE 23432002			
**********			
B RADIO SCREEN TURN RED EVERY FOUR TIME OR SO AND STATES 911 CAR PHONE NOT WORKING/SERVICE VEHICLE IMMEDIATELY			
BY999 MISC BODY REPAIR			
3956 GOODWIN,JERRY LIC#: 3956			
WD			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
25172 0.40 COULD NOT DUPLICATE BUT DID FIND A MAJOR UPDATE FOR THE RADIO. FLASHED RADIO PER TSB 08-036-14 REV. A OP CODE IS 18-60-02-CF... IF THE UPDATE DOES NOT WORK WILL HAVE TO TRACE CELL PHONE CABLES			
**********			
C MULTI POINT INSPECTION / /			
MULTI-A MULTI POINT INSPECTION			
3956 GOODWIN,JERRY LIC#: 3956			
CD	0.00	0.00	
GBATT YOUR BATTERY TESTED GOOD ON THIS VISIT			
3956 GOODWIN,JERRY LIC#: 3956			
CD	0.00	0.00	
TRT8 8/32nd OR MORE TIRE TREAD REMAINING TIRES ARE OK AT THIS TIME			
3956 GOODWIN,JERRY LIC#: 3956			
CD	0.00	0.00	
BK6 6MM OR BETTER PAD LEFT			
3956 GOODWIN,JERRY LIC#: 3956			
CD	0.00	0.00	
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
**********			

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Guest Copy

Promissory Note, Security Agreement and Disclosure

NAVY FEDERAL Credit Union

This document includes a Promissory Note, a Security Agreement and a Truth-in-Lending Disclosure. Please read everything carefully. There are additional terms and conditions on the reverse side. You are bound by those terms and conditions as well as those on this side. Navy Federal Credit Union is identified in this document as "Navy Federal" and the Applicant (Member)/Co-Applicant and any GUARANTOR will be identified as "Applicant". Do not alter this document. Notify us if a change is necessary. Verify all completed spaces. Complete signatures where indicated below.

Applicant's Name and Address

[redacted]
CASTLE PINES CO 80[redacted]

PALN [redacted]

Date: 11/21/13

Loan No. [redacted]

Purpose of Loan	Check/Draft-Office Use Only
NEW VEHICLE	0216430918

Old Loan Balance(s) (if any)	+ Interest and Other Fees on Old Loan Balance(s)	+ Cash to Applicant	= Amount Financed
$ .00	$ .00	$ 26,400.00	$ 26,400.00

Truth-in-Lending Disclosure

Annual Percentage Rate 1.990 %
The cost of your credit as a yearly rate.

Finance Charge $ 1,632.98
The dollar amount the credit will cost you.

Amount Financed $ 26,400.00
The amount of credit provided to you on your behalf.

Total of Payments $ 28,032.98
The amount you will have paid after you have made all payments as scheduled.

Your **Payment Schedule** will be:

Number of Payments	Amount of Payments	When Payments are Due	
71	389.35	Monthly, beginning	12/24/13
1	389.13	Final Payment	11/24/19

Security: You are pledging a security interest in the collateral described below:

Make and Year	Collateral Description	Serial Number
2014 JEEP	GRAND CHEROKEE-V6	1C4RJFJM9EC[redacted]

Other: Shares and dividends in accordance with Section 107(11) of the Federal Credit Union Act.

Prepayment: If you pay off early, you will not have to pay a penalty. You must pay all accrued unpaid interest and other charges and fees due before a payment is applied to the loan's principal balance.
Late Payment: You will be charged a $ 29 late fee for every month in which any amount due is not received by the payment due date.
See the Promissory Note and Security Agreement below for information concerning nonpayment and default. 160 2013-11-21-10.15.09.370412

Payment Protection Plan Fee $ _____
The total amount of fees you will pay if voluntary Payment Protection Plan was selected.

Applicant Selecting Coverage _____ Initials

☐ Primary Coverage Loss of Life $0.072 per $100 of loan balance per month	☐ Primary Coverage Loss of Life and Disability $0.1608 per $100 of loan balance per month	☐ Primary Coverage Loss of Life, Disability and Involuntary Unemployment $0.3536 per $100 of loan balance per month	☒ Protection Declined
☐ Joint Coverage Loss of Life $0.144 per $100 of loan balance per month	☐ Joint Coverage Loss of Life and Disability $0.3216 per $100 of loan balance per month	☐ Joint Coverage Loss of Life, Disability and Involuntary Unemployment $0.7072 per $100 of loan balance per month	☒ Protection Declined
Guaranteed Asset Protection Fee - New Vehicle $199.00	☐ Protection Selected	☒ Protection Declined	☐ Not Eligible
Guaranteed Asset Protection Fee - Used Vehicle $199.00 The total amount of fees you will pay if voluntary Guaranteed Asset Protection was selected.	☐ Protection Selected	☐ Protection Declined	☐ Not Eligible

I/we understand that I/we can cancel either Payment Protection Plan or Guaranteed Asset Protection at any time by contacting Navy Federal Credit Union.

I/we certify that all information provided by me is true and complete (Section 1014 Title 18 U.S. Code makes it a Federal Crime to knowingly make a false statement or report in the application for the purpose of influencing a Federal Credit Union).

Applicant (Member) WILLIAM S HUSBAND (Seal)

If Guarantor: I confirm as Guarantor, that I have read and fully understand the provisions of the attached Notice to Cosigner (Guarantor) as required by Federal Regulation. While I will not share in the loan proceeds, I acknowledge that I am obligated to repay the loan.

Co-Applicant (Member) or Guarantor (Non-Member) _____ (Seal)

By signing this note as Owner of Collateral (Other Than Applicant), I agree that my ownership interest in the collateral is subject to the security agreement only. I am not bound to pay the loan.

Owner of Collateral (Other than Applicant) _____ (Seal)

NFCU 23L (2-13)
© 2013 Navy Federal

NOTICE: See other side for additional disclosures and Security Agreement

VEHICLE PURCHASE AGREEMENT

SALESMAN #2 _____

THE FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE

CUST # 40622

DATE OF ORDER: 10/31/2013 **DEAL #** 21777 **DELIVERY DATE:** 10/31/2013

Purchaser WILLIAM SCOTT HUSBAND	Dealer CENTENNIAL CHRYSLER JEEP
Co-Purchaser [redacted]	9980 E ARAPAHOE
Address [redacted] DOUGLAS , CO , [redacted]	CENTENNIAL , CO , 80112
City, County, St., Zip	
Phone # H- [redacted] W-	

I, hereby order from you, subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side.

Stock #	Year	Make & Model	Color	Vehicle Identification Number	Lic. No.	New/Used	No. Cyls.
6178N	2014	JEEP GRAND CHEROKEE	GRANITE C	1C4RJFJM9EC[redacted]		NEW	

DESCRIPTION OF TRADE-IN(S)

Stock #	Year	Make & Model	Color	Vehicle Identification Number	Lic. No.	No. Cyls.
6178N1	2008	TOYOTA TRUCK SEQUOIA	PLATINUM	5TDBY67A38S[redacted]		8
Stock #	Year	Make & Model	Color	Vehicle Identification Number	Lic. No.	No. Cyls.

CASH PRICE AS EQUIPPED BEFORE MANUFACTURER DISCOUNTS AND/OR REBATES:		$ 57585.00
MANUFACTURER DISCOUNT PROGRAM:		$ N/A
NET PURCHASER(S) PRICE:		$ 57585.00
1. CASH PRICE BEFORE REBATE:		$ 57585.00
2. DOWN PAYMENT Consisting of:		
A. CASH FROM PURCHASER(S)	$ 4091.46	
B. MANUFACTURER REBATE	$ N/A	
C. TRADE-IN(S)		
- TRADE-IN(S) ALLOWANCE	$ 30000.00	
- BALANCE OWED ON TRADE-IN(S)	$ N/A	
NET TRADE-IN(S) ALLOWANCE	$ 30000.00	
BALANCE OWING IS AN ESTIMATE UNTIL PAID BY DEALER. PURCHASER ASSUMES ALL LIABILITY FOR IT'S ACCURACY. IF ESTIMATE IS TOO LOW PURCHASER MUST PAY THE ADDITIONAL BALANCE IMMEDIATELY OR THIS AGREEMENT MAY BE CANCELED BY DEALER AT ONCE.		
X		
D. DEFERRED DOWN PAYMENT	$ N/A	
E. TOTAL DOWN PAYMENT		$ 34091.46
3. CASH BALANCE AS EQUIPPED:		$ 23493.54
4. AFTERMARKET PRODUCTS PURCHASED:		
[redacted]	$ N/A	
TIRE & WHEEL	$ N/A	
ETCH	$ 154.34	
MASK	$ N/A	
LOJACK	$ N/A	
	$ N/A	
TOTAL AFTERMARKET PRODUCTS PURCHASED:		$ 154.34
5. UNPAID BALANCE OF CASH PRICE:		$ 23647.88
6. OTHER CHARGES: Consisting of -		
A. DEPT. OF MOTOR VEHICLES: Consisting of -		
- TITLE TRANSFER	$ 7.20	
- LICENSE / REGISTRATION	$ 20.00	
- TRIP PERMIT / VIN. INSPECTION	$ N/A	
B. SALES / USE TAX	$ 2125.42	
C. TAX - LUXURY CAR	$ N/A	
D. DELIVERY AND HANDLING*	$ 599.50	
E. LIFE TERM COVERAGE	$ N/A	
F. DISABILITY COVERAGE	$ N/A	
G. SERVICE CONTRACT PLAN**	$ N/A	*
[redacted]	$ N/A	

NOTICE TO PURCHASER: *If this transaction is to be a retail installment sale then this Agreement is not a binding contract to the Dealer, and the Dealer shall not be obligated to sell, until approval of the terms hereof is given by a bank or finance company. If this approval is obtained this Agreement is a binding contract, upon acceptance by the bank or finance company to which it will be assigned. If the Purchaser has received a copy of a retail installment contract it shall not be binding to the Dealer until it is accepted by the bank or finance company to which it will be assigned. If the Purchaser is obtaining independent financing, this Agreement is a binding contract as written.*

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES, EXCEPT THAT IF (1) Delivery of the motor vehicle is to be made to you after this Agreement is signed, the V.I.N. or other identifying information and the due date of the first installment may be filled in at the time of delivery, and (2) If the name of the bank or finance company is not known at the time the Agreement is executed, the name of the bank or finance company may be inserted in this Agreement on or about the date the name of the bank or finance company is known.

PURCHASER AGREES: *This Agreement, along with supporting documents, includes all the terms and conditions. No other verbal agreements shall be binding and this Agreement cancels and supercedes any prior agreements. Purchaser acknowledges receipt of "we-owe" for any applicable additional terms.*

X N/A

NOTICE: *THIS DOCUMENT DOES NOT CONSTITUTE A RECEIPT FOR ANY CASH OR OTHER CONSIDERATIONS. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.*

SIGHT UNSEEN TRADE DISCLOSURE:
I/We acknowledge that the Dealership has not seen my/our trade-in and has based the dollar amount of my trade-in allowance on my/our description of this vehicle. I/We understand and agree that this is subject to an actual appraisal by the Dealership. The Dealership reserves the right to adjust the dollar amount of the trade-in allowance upon appraisal.

INSURANCE: *THIS AGREEMENT DOES NOT ALLOW FOR AUTOMOBILE LIABILITY INSURANCE, AND THE PURCHASER STATES THAT HE/SHE HAS IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, 1972, ON THE MOTOR VEHICLE SOLD BY THIS AGREEMENT.*

IT IS AGREED BETWEEN THE PARTIES THAT COLORADO LAW APPLIES TO THIS SALE.

***DELIVERY AND HANDLING represents costs and additional profit to the Seller/Dealer for items such as adjusting new and used vehicles.**

***CUSTOMER UNDERSTANDS THAT SERVICE CONTRACTS ARE PROVIDED BY A*

4. AFTERMARKET PRODUCTS PURCHASED:			
MAG/WINDSHIELD	$	N/A	
TIRE & WHEEL	$	N/A	
ETCH	$	154.34	
MASK	$	N/A	
LOJACK	$	N/A	
	$	N/A	
TOTAL AFTERMARKET PRODUCTS PURCHASED:			$ 154.34
5. UNPAID BALANCE OF CASH PRICE:			$ 23647.88
6. OTHER CHARGES: Consisting of -			
A. DEPT. OF MOTOR VEHICLES: Consisting of -			
- TITLE TRANSFER	$	7.20	
- LICENSE / REGISTRATION	$	20.00	
- TRIP PERMIT / VIN. INSPECTION	$	N/A	
B. SALES / USE TAX	$	2125.42	
C. TAX - LUXURY CAR	$	N/A	
D. DELIVERY AND HANDLING*	$	599.50	
E. LIFE TERM COVERAGE	$	N/A	
F. DISABILITY COVERAGE	$	N/A	
G. SERVICE CONTRACT PLAN**	$	N/A	*
H. MAINTENANCE PLAN	$	N/A	*
I. TOTAL LOSS PROTECTION	$	N/A	
J.	$	N/A	
K.	$	N/A	
L.	$	N/A	
M. TOTAL OTHER CHARGES			$ 2752.12
7. UNPAID BALANCE (Amount Financed):			$ 26400.00
8. FINANCE CHARGE:			$ N/A
9. DEFERRED PAYMENT PRICE:			$ 50491.46
10. TOTAL OF PAYMENTS:			$ 26400.00
11. ANNUAL PERCENTAGE RATE:			N/A %

12. UNPAID BALANCE TO BE PAID AS FOLLOWS:

PAYABLE TO:

13. Purchaser(s) agree that financing will be secured through:

14. **THE DEALER shall have a security interest in the property and is authorized by Purchaser(s) to appear as legal owner on the title until the unpaid balance is paid in full. Should the unpaid balance be considered past due, THE PURCHASER(S) WILL BE CHARGED INTEREST AT THE ANNUAL PERCENTAGE RATE OF 18%, AND DEALER WILL HAVE THE RIGHT TO REPOSSESS THE VEHICLE.**

NOTICE: *THIS DOCUMENT DOES NOT CONSTITUTE A RECEIPT FOR ANY CASH OR OTHER CONSIDERATIONS. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.*

SIGHT UNSEEN TRADE DISCLOSURE:
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IT IS AGREED BETWEEN THE PARTIES THAT COLORADO **LAW APPLIES TO THIS SALE.**

***DELIVERY AND HANDLING represents costs and additional profit to the Seller/Dealer for items such as adjusting new and used vehicles.**

*****CUSTOMER UNDERSTANDS THAT SERVICE CONTRACTS ARE PROVIDED BY A THIRD PARTY. PLEASE REFER TO CONTRACT DOCUMENTS FOR FURTHER DETAILS.***

BUYER'S GUIDE: *For a used vehicle, the "BUYER'S GUIDE" information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.*

PURCHASER(S) ACKNOWLEDGE(S): *Receipt of Monroney window label (new car) or Buyer's Guide (used car) as a part of this Agreement.*

X _____ X _____

EMISSIONS COUPON: *Purchaser(s) acknowledge receipt of the VEHICLE EMISSIONS INSPECTION COUPON. This is only applicable to used car purchases.*

X _____ X _____

NOTICE: *Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgement upon the reward rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.*

PURCHASER(S) CERTIFY THAT HE/SHE IS 18 YEARS OR OLDER AND THAT THEY HAVE READ AND RECEIVED A COMPLETED COPY OF THIS AGREEMENT COMPRISING THE ENTIRE AGREEMENT ON BOTH THE FACE AND REVERSE SIDE HEREOF.

ADDITIONAL TERMS/AGREEMENTS: I UNDERSTAND THAT THE ACTUAL CASH VALUE OF MY TRADE-IN IS $ 30000.00

[redacted] 10/31/2013
Purchaser (Lessee) Date

Co-Purchaser (Co-Lessee) Date

Dealership Representative: _____

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

National Center for Dispute Settlement
43230 Garfield • Suite 130
Clinton Township, MI 48038
(800) 936-4303
(586) 226-2470
Fax: (586) 226-2559

May 27, 2014

[redacted]
Corona, CA [redacted]

RE: CASE # [redacted]

Dear [redacted]

Your request for arbitration has been received. Your request appears to meet the Customer Arbitration Process requirements for jurisdiction and has been assigned the case number shown above.

You will receive a call from NCDS to confirm which process you have selected. If you selected a single decision maker and an oral hearing, you will receive additional information to let you know when and where your hearing will take place. If you do not appear at the scheduled hearing, Chrysler Group LLC (Chrysler) will still be entitled to make their presentation. If you do not want to make an oral presentation and you selected a 3-person panel, your dispute will be decided on the basis of documents submitted by all involved parties. You do not need to be present at a "documents only" decision process.

NCDS and/or Chrysler may contact you in an attempt to mediate the dispute prior to the arbitration hearing. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed. If you do not agree to any settlement, a decision will be issued after your scheduled hearing or panel review. You will receive a written decision by the arbitrator within 10 days after the hearing or panel review. You may either accept or reject the decision. If you accept the decision, Chrysler will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you will be free to take any action you choose. If you need any information about your case, you may call NCDS at 866-662-4639.

Sincerely,

NCDS

Diane Kimbrough x.120
Case Administrator

Enclosures: as noted
cc: Customer Relations Manager, Chrysler Group LLC

NCDS 7114 5018CA

CUSTOMER ARBITRATION PROCESS APPLICATION

MAY 27 2014

RECEIVED

Did you contact dealership management regarding your complaint? Yes ☑ No ☐
Did you contact Chrysler Group directly regarding your complaint? Yes ☑ No ☐ NO ANSWER
Have you met with the Factory Representative regarding your complaint? Yes ☐ No ☑
AR Consumers only: Indicate if you are requesting a panel review. Yes ☐ No ☐
I want (check one only) ☐ A single decision maker and an oral hearing
☐ A 3-person panel and a documents-only review

Your Name [redacted] Date 5-14-14

Address [redacted] Phone (H) [redacted]
(Street) (City) (State) (ZIP Code) Phone (W)

Selling Dealer Browning dodge Servicing Dealer Browning Dodge

Vehicle: Year 2014 Make Jeep Model GRAND CHEROKEE Delivery Date Dec.

Identification No. 1C4RJECT4EC[redacted]

Is this a leased vehicle? Yes ☐ No ☑
Lessor's name and address, if yes: _____

Mileage at time of dispute 8713 Current Mileage 13806

VERY IMPORTANT: Be very specific in describing your current unresolved problems. Include copies of any receipts, service repair orders, complaint letters to the dealer or Zone Representative, and any other relevant documents.

Nature of current unresolved problem:* CRASH AVOID SYSTEM IS ACTIVATING BRAKES WHILE DRIVING WITHOUT OBSTACLE IN FRONT OF VEHICLE. BEEN IN NEARLY 2 ACCIDENTS WITH MY FAMILY

Number and dates of repair attempts (if any):* (1) 4-23-14 (2) 3-14-14 (3) 5-14-14
If more, specify: I'VE ~~HAD~~ HAD 4 INCIDENTS REGARDING THIS PROBLEM.
What do you feel should be done to resolve your problem:* SHOULD BE ISSUED NEW JEEP WITH OUT QUESTIONS AND CONTINUE WITH MY PAYMENTS.

ARBITRATION AGREEMENT

In signing this Arbitration Agreement, I understand that I am not bound by the decision of the arbitration process unless I accept it. I also understand that if I accept the decision, Chrysler Group LLC will be bound by the decision and will be required to perform the terms of the decision within the timeframe prescribed in the decision. I further understand that if I am dissatisfied with the decision or Chrysler Group LLC's eventual performance of the decision, I may pursue other legal remedies available to me in my state, including the use of small claims court. Whether or not I accept the decision of the arbitration process, the decision is admissible in any subsequent legal proceeding concerning my dispute. I acknowledge notification that this dispute settlement process does not take the place of any available state or federal legal remedies.

Signed by [redacted]

*Please use additional sheets of paper as necessary to describe [illegible]

CUSTOMER [redacted]

[redacted]

[redacted]

CORONA, CA [redacted]

HOME:

CELL: [redacted]

BUS:

E-MAIL: CESARJORDAN77@HOTMAIL.COM

BROWNING
Chrysler Jeep Dodge
1983 Hamner Ave.
NorcoCA 92860
888-720-1301
BROWNINGAUTOGROUP.COM

SERVICE ADVISOR: 9186 TRIMMER,DIRK R

COLOR	YEAR	MAKE/MODEL		LICENSE	MILEAGE IN/OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC1[redacted]		13608/	2735

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
07DEC13	07DEC13		05:00 PM 13MAY14		0.00	CASH	

R.O. OPENED	READY	OPTION: STK: DLR: NONE ENG: 5.7_LITER COMMENTS:
11:22 AM 12MAY14		

LINE	ESTIMATE	OP CODE	TECH	TYPE	DESCRIPTIONS / INSTRUCTIONS
# A	0.00	400	22	WC	CUSTOMER STATES CUSTOMER STATES CRASH AVOIDANCE SYSTEM IS ACTIVATING BRAKES WHILE DRIVING WITHOUT OBSTACLE IN FRONT OF VEHICLE. WAS NEARLY REAR ENDED WHEN VEHICLE SUDDENLY STOPPED. SEE HISTORY. CHECK AND ADVISE.
# B	0.00	INSP		CP	PERFORM VEHICLE MULTI-POINT INSPECTION, SEE ATTACHED INSPECTION SHEET FOR DETAILS.
# C	0.00	TIS		CP	CHECK, INFLATE AND RECORD EACH TIRE TO THE VEHICLE MANUFACTURER'S RECOMMENDED TIRE PRESSURE RATING.
# D	0.00	WASH		CP	***** PLEASE HAVE CAR WASHED AFTER SERVICE.*******

EXCLUSION OF WARRANTIES

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

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

PRELIMINARY ESTIMATE $0.00

AUTHORIZED BY X

REVISED ESTIMATE	DATE	TIME	BY
REVISED ESTIMATE	DATE	TIME	BY
REVISED ESTIMATE	DATE	TIME	BY

I HEREBY ACKNOWLEDGE THAT I WAS NOTIFIED & GAVE ORAL APPROVAL OF THE ABOVE REVISED ESTIMATES:

X

CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

CORONA, CA [redacted]

HOME [redacted] CONT: [redacted]

BUS: CELL:

INVOICE

PAGE 3

Browning
DODGE · CHRYSLER · JEEP · RAM

1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

BAR# ARD00264495 EPA# CAL000361598

SERVICE ADVISOR: 9045 DENNY COVARRUBIAS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		8713/8727	T6664

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
07DEC13 DD			16:42 22JAN14			CASH	23JAN14

R.O. OPENED	READY	OPTIONS: SOLD-STK:[redacted] DLR:NONE ENG:5.7_Liter TRN:8AT
10:08 22JAN14	11:22 23JAN14	

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL
	PRESSURE RATING.								
	9012		WC						(N/C)
PARTS:	0.00	LABOR:		0.00	OTHER:	0.00	TOTAL LINE G:		0.00
8713 0.00 RF 36PSI,RR 36PSI,LF 36PSI, LR 36PSI									
	**********								
H	PERFORM VEHICLE MULTI-POINT INSPECTION, SEE ATTACHED INSPECTION SHEET FOR DETAILS.								
	INSP	PERFORM VEHICLE MULTI-POINT INSPECTION, SEE ATTACHED INSPECTION SHEET FOR DETAILS.							
	9012		WC						(N/C)
PARTS:	0.00	LABOR:		0.00	OTHER:	0.00	TOTAL LINE H:		0.00
8713 0.00 INSPECT									
	**********								
I	***** PLEASE HAVE CAR WASHED AFTER SERVICE.*******								
	WASH	***** PLEASE HAVE CAR WASHED AFTER SERVICE.*******							
	999		WC						(N/C)
PARTS:	0.00	LABOR:		0.00	OTHER:	0.00	TOTAL LINE I:		0.00
	**********								

EST: 0.00 22JAN14 10:08 SA: 9045

REPAIR VERIFICATION

AS A VALUED CUSTOMER YOUR SATISFACTION IS OUR GUARANTEE THAT YOUR VEHICLE REPAIRS ARE INSPECTED FOR QUALITY ASSURANCE BY OUR CHRYSLER MASTER CERTIFIED TECHNICIANS. NOW YOU CAN SET A SERVICE APPOINTMENT ON THE WEB 24/7 AT www.browningdcj.com

HOURS:

Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE	REVISED ESTIMATE
$	$

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X _____
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ACCT RECEIVABLE DUE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

INVOICE

Browning
DODGE · CHRYSLER · JEEP · RAM
1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

CORONA, CA [redacted]

HOME: [redacted] CONT [redacted]

BUS: CELL:

BAR# ARD00264495 EPA# CAL000361698

SERVICE ADVISOR: 9045 DENNY COVARRUBIAS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		8713/8727	T6664

DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.		PAYMENT	INV. DATE
07DEC13 DD			16:42 22JAN14			CASH	23JAN14

R.O. OPENED	READY	OPTIONS: SOLD-STK: [redacted] DLR:NONE
10:08 22JAN14	11:22 23JAN14	ENG:5.7_Liter TRN:8AT

LINE	OPCODE	TECH	TYPE	HOURS				LIST	NET	TOTAL

and sometimes will be in neutral when the shifter is in drive

9012 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

8727 UNABLE TO VERIFY CUSTOMER CONCERN 0.00 WI-TECH, NO CODES, TCM IS UP TO DATE SEE LINE A. ROAD TEST 14 MILES. ENGINE AND TRANSMISSION ARE COMPUTER CONTROLLED AND OPERATE AS DESIGNED AT THIS TIME

****

E 112 General Concern 2 Customer reports that the radio will not hold memory presets

CAUSE: .

112 General Concern 2 Customer reports that the radio will not hold memory presets

9156 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

8713 TSB 08-049-13 REV. G 18-60-02-AK 0.40

Radio, Check Software Level

and, Perform Software Update

(0 - Introduction)

****

F 810 Interior Concern Per due Bell repair scratches on driver side door panel

CAUSE: .

810 Interior Concern Per due Bell repair scratches on driver side door panel

999 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

8727 REMOVE SCRATCHES FROM THE DOOR PANEL

****

G CHECK, INFLATE AND RECORD EACH TIRE TO THE VEHICLE MANUFACTURER'S RECOMMENDED TIRE PRESSURE RATING.

CAUSE: .

TIS CHECK, INFLATE AND RECORD EACH TIRE TO THE VEHICLE MANUFACTURER'S RECOMMENDED TIRE

HOURS:

Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE	REVISED ESTIMATE
$	$

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ACCT RECEIVABLE DUE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: D[redacted]

[redacted]

INVOICE

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Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

[redacted]

CORONA [redacted]

PAGE 1

HOME: 9[redacted] CONT: [redacted]

BUS: CELL:

BAR# ARD00264495 EPA# CAL000361598

SERVICE ADVISOR: 9045 DENNY COVARRUBIAS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		8713/8727	T6664

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO		PAYMENT	INV. DATE
07DEC13 DD			16:42 22JAN14			CASH	23JAN14

R.O. OPENED	READY	OPTIONS: SOLD-STK [redacted] DLR:NONE ENG:5.7_Liter TRN:8AT
10:08 22JAN14	11:22 23JAN14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A FLASH Flash Software 1 Software Flash for TCM
CAUSE: .
FLASH Flash Software 1 Software Flash for TCM
9012 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
8713 NO SERVICE INFORMATION FOR UP DATE 00-TIME 0.20 UP DATE TCM

****

B RECALL Recall / CSN 1 N58 Third Revision Safety Recall N58 Reprogram Instrument Cluster & ABS Module / Alt. Ground Wire
CAUSE: .
E E
9012 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
8727 RECALL 08-N5-81-84 0.70 PERFORM N58 RECALL, TIGHTEN GROUND STRAP, UP DATE ABS AND IPC

****

C 400 Brake System Concern Customer reports intermittently while driving the brake light will come on Dash and vehicle will not accelerate
CAUSE: .
400 Brake System Concern Customer reports intermittently while driving the brake light will come on Dash and vehicle will not accelerate
9033 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
8713 0.00 SEE LINE B FOR REPAIR. RECALL

****

D 111 General Concern 1 Customer reports of the transmission takes too long to shift gears and sometimes will be in neutral when the shifter is in drive
CAUSE: .
111 General Concern 1 Customer reports of the transmission takes too long to shift gears

CHRYSLER DODGE Jeep RAM

HOURS:

Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ACCT RECEIVABLE DUE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

[redacted]

CORONA, CA [redacted]

HOME: [redacted] CONT: [redacted]

BUS: CELL:

INVOICE

PAGE 4

Browning

DODGE · CHRYSLER · JEEP · RAM

1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

BAR# ARD00264495 EPA# CAL000361598

SERVICE ADVISOR: 9186 DIRK R TRIMMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC1[redacted]		10777/10787	T0399

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
07DEC13 DD			15:24 18MAR14			CASH	19MAR14

R.O. OPENED	READY	OPTIONS: SOLD-STK [redacted] DLR:NONE
14:19 17MAR14	16:56 19MAR14	ENG:5.7_Liter TRN:8AT

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

REPAIR VERIFICATION

AS A VALUED CUSTOMER YOUR SATISFACTION IS OUR GUARANTEE THAT YOUR VEHICLE REPAIRS ARE INSPECTED FOR QUALITY ASSURANCE BY OUR CHRYSLER MASTER CERTIFIED TECHNICIANS.
NOW YOU CAN SET A SERVICE APPOINTMENT ON THE WEB 24/7 AT www.browningdcj.com

CHRYSLER DODGE Jeep RAM

HOURS:

Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE	REVISED ESTIMATE
$	$

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X _____
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
ACCT RECEIVABLE DUE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

CUSTOMER #: [redacted] [redacted]

INVOICE

Browning
DODGE · CHRYSLER · JEEP · RAM
1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

[redacted]

CORONA, CA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

BAR# ARD00264495 EPA# CAL000361598
SERVICE ADVISOR: 9186 DIRK R TRIMMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		10777/10787	T0399

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
07DEC13 DD			15:24 18MAR14		CASH	19MAR14

R.O. OPENED	READY	OPTIONS: SOLD-STK: [redacted] DLR:NONE ENG:5.7_Liter TRN:8AT
14:19 17MAR14	16:56 19MAR14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

10777 18-19-06-Y8 0.20 TECH PERFORMED PCM REPROGRAM
****

G FLASH2 Flash Software 2 Software Flash for TCM
CAUSE: .
FLASH2 Flash Software 2 Software Flash for TCM
9191 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

10777 18-19-05-9M 0.20 TECH PERFORMED TCM REPROGRAM
****

H FLASH3 Flash Software 3 Software Flash for AMP
CAUSE: .
FLASH3 Flash Software 3 Software Flash for AMP
9191 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

10777 18-60-07-9B 0.20 TECH PERFORMED AMP RE PROGRAM.
****

I TIS CHECK, INFLATE AND RECORD EACH TIRE TO THE VEHICLE
CAUSE: .
TIS CHECK, INFLATE AND RECORD EACH TIRE TO THE VEHICLE
9191 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

10777 RF TIRE LOW HAS 10 PSI DUE TO PUNCTURE. TECH INFLATED ALL 4 TIRES TO 36 PSI
****

J WASH CAR WASH
CAUSE: .
WASH CAR WASH
999 WC (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE J: 0.00
****

HOURS:

Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE	REVISED ESTIMATE
$	$

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X _____
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ACCT RECEIVABLE DUE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: [redacted] [redacted]

INVOICE

PAGE 2

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DODGE · CHRYSLER · JEEP · RAM
1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

[redacted]
CORONA CA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

BAR# ARD00264495 EPA# CAL000381598
SERVICE ADVISOR: 9186 DIRK R TRIMMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		10777/10787	T0399

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
07DEC13 DD			15:24 18MAR14			CASH	19MAR14

R.O. OPENED	READY	OPTIONS: SOLD-STK: [redacted] DLR: NONE
14:19 17MAR14	16:56 19MAR14	ENG: 5.7_Liter TRN: 8AT

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

C 700 Electrical Concern CUSTOMER STATES RIGHT FRONT DOOR SPEAKERS ARE DISTORTED. CHECK AND ADVISE.

CAUSE: .
700 Electrical Concern CUSTOMER STATES RIGHT FRONT DOOR SPEAKERS ARE DISTORTED. CHECK AND ADVISE.
9191 WC (N/C)
1 5064358AB SPEAKER (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

10777 TECH FOUND LF DOOR SPEAKER IS DISTORETED. 08607004 0.40 TECH REPLACED LF DOOR SPEAKER BY REMOVING LF DOOR PANEL FOR ACCESS.

****

D TIRES Tires/Wheels Concern CUSTOMER STATES RIGHT FRONT TIRE SHOWING LOW HAS SCREW IN TREAD. ADVISE.

CAUSE: .
TIRES Tires/Wheels Concern CUSTOMER STATES RIGHT FRONT TIRE SHOWING LOW HAS SCREW IN TREAD. ADVISE.
9191 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

10777 RF TIRE LOW DOWN TO 15PSI

****

E IGEN Multipoint inspection

CAUSE: .
IGEN Multipoint inspection
9191 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

10777 TECH PERFORMED MULTY POINT INSPECTION.

****

F FLASH Flash Software 1 Software Flash for PCM

CAUSE: .
FLASH Flash Software 1 Software Flash for PCM
9191 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

HOURS:
Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE $

REVISED ESTIMATE $

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ACCT RECEIVABLE DUE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

INVOICE

Browning

DODGE · CHRYSLER · JEEP · RAM

1983 HAMNER AVE. · NORCO, CA 91760
Phone (951) 272-3110 · Fax (951) 738-0422
www.browningDCJ.com

[redacted]
809 KINGDA[redacted]
CORONA, CA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

PAGE 1

BAR# ARD00264495 EPA# CAL000361598

SERVICE ADVISOR: 9186 DIRK R TRIMMER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	14	JEEP GRAND CHEROKEE	1C4RJECT4EC[redacted]		10777/10787	T0399

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.		PAYMENT	INV. DATE
07DEC13 DD			15:24 18MAR14			CASH	19MAR14

R.O. OPENED	READY	OPTIONS: SOLD-STK:[redacted] DLR:NONE
14:19 17MAR14	16:56 19MAR14	ENG:5.7_Liter TRN:8AT

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A Concern CUSTOMER STATES CRASH AVOIDANCE SYSTEM ACTIVATING WHILE DRIVING WITH NO VEHICLE OR OBSTACLE IN FRONT OF IT APPLIES BRAKING AUTOMATICALLY. CHECK AND ADVISE.

CAUSE: .
400 Brake System Concern CUSTOMER STATES CRASH AVOIDANCE SYSTEM ACTIVATING WHILE DRIVING WITH NO VEHICLE OR OBSTACLE IN FRONT OF IT APPLIES BRAKING AUTOMATICALLY. CHECK AND ADVISE.

9191 WC (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

10777 UPON CUSTOMERS CONCERN TECH DID NOT EXPERIENCE CRASH AVOIDANCE SYSTEM ACTIVATING. TECH NO FOUND NO RELATED CODES. TECH FOUND ACC SENSOR OUT OF CALIBRATION. TECH WILL RE ALIGN ACC SENSOR AND CALIBRATE WITH WI TECH AND RES START TECH TEST DROVE VEHICLE TECH PULLED CODES. TECH REMOVED FRONT ACC SENSOR BEZEL AND CAP COVER TO ATTACH SPECIAL CALIBRATION TOOL; TO FIT ON ACC SENSOR. TECH TEST DROVE VEHICLE FOR SEVERAL MILES FOR 20 MINUTES TO CALIBRATE ACC SENSOR WITH WI TECH AND LAP TOP HOOKED UP TO VEHICLE DURING ACC SENSOR ALIGNMENT. ACC SENSOR ALIGNMENT SUCCESSFUL DURING TEST DRIVE. CRASH AVOIDANCE DID NOT ACTIVATE DURING TEST DRIVE. IF CUSTOMERS ABOVE CONCERN EXISTS IN FUTURE IT WILL BE NECESSARY TO PERFORM FURTHER DIAGNOSIS.

****

B 700 Electrical Concern CUSTOMER STATES HORN SOUNDS LOW AND MUTED. CHECK AND ADVISE.

CAUSE: .
700 Electrical Concern CUSTOMER STATES HORN SOUNDS LOW AND MUTED. CHECK AND ADVISE.

9191 WC (N/C)
1 68214401AA HORN (N/C)
1 68214406AA HORN (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

10777 TECH FOUND WHEN SOUNDING ALARM BUZZING NOISE HEARD FROM LEFT AND RIGHT. 08400101 0.90 TECH REPLACED LEFT AND RIGHT HORNS.

HOURS:
Monday - Friday
7:00 am to 7:00 pm

Saturday
8:00 am to 4:00 pm

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY HEREOF.

ORIGINAL ESTIMATE	REVISED ESTIMATE
$	$

All Mopar parts and accessories are warranted for 12 months/12,000 miles whichever comes first except seals, gaskets and workmanship is warranted for 30 days or 1,000 miles.

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

X
CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
ACCT RECEIVABLE DUE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER COPY

The Law Office Of
ROBERT L. STARR
23277 Ventura Boulevard
Woodland Hills, California 91364
Telephone (818) 225-9040
Facsimile (818) 225-9042

RECEIVED
Legal Dept.
JUN 20 2014
Chrysler Group LLC
West Business Center

June 17, 2014

Chrysler Group LLC
7700 Irvine Center Drive
Fourth Floor
Irvine, California 92618

ATTENTION: CONSUMER RELATIONS DEPARTMENT

RE:	**My Client**	**:**	[redacted]
	Vehicle	**:**	**2014 Jeep Grand Cherokee**
	Vehicle Vin #	**:**	**1C4RJECT4EC**[redacted]
	Complaint	**:**	**Multiple mechanical problems qualifying vehicle for repurchase pursuant to California Civil Code Section 1793.2 and California Civil Code Section 1793.22**

Dear Consumer Relations Department:

Please be advised that I have been retained as the attorney of record to represent Mr. [redacted] in regards to his claims against Chrysler Group, LLC pursuant to California Civil Code Section 1793.2 and California Civil Code Section 1793.22.

At this time this office requests that Chrysler Group, LLC to repurchase this vehicle in compliance with California Law. Please contact **Trever Sherman** (trever@starrlaw.com) upon your receipt of this letter so that we may discuss this matter further. Thank you.

Sincerely,

Robert L. Starr, Esq.

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

National Center for Dispute Settlement
43230 Garfield • Suite 130
Clinton Township, MI 48038
(800) 936-4303
(586) 226-2470
Fax: (586) 226-2559

July 28, 2014

[redacted]
Plainfield, IL [redacted]

RE: CASE # [redacted]

Dear [redacted]

Your request for arbitration has been received. Your request appears to meet the Customer Arbitration Process requirements for jurisdiction and has been assigned the case number shown above.

You will receive a call from NCDS to confirm which process you have selected. If you selected a single decision maker and an oral hearing, you will receive additional information to let you know when and where your hearing will take place. If you do not appear at the scheduled hearing, Chrysler Group LLC (Chrysler) will still be entitled to make their presentation. If you do not want to make an oral presentation and you selected a 3-person panel, your dispute will be decided on the basis of documents submitted by all involved parties. You do not need to be present at a "documents only" decision process.

NCDS and/or Chrysler may contact you in an attempt to mediate the dispute prior to the arbitration hearing. If you agree to a settlement, the terms of the agreement will be put in writing and you will be asked to sign the settlement agreement. Your case will then be closed. If you do not agree to any settlement, a decision will be issued after your scheduled hearing or panel review. You will receive a written decision by the arbitrator within 10 days after the hearing or panel review. You may either accept or reject the decision. If you accept the decision, Chrysler will comply with the decision within the time stipulated. If you reject the decision, your case will be closed and you will be free to take any action you choose. If you need any information about your case, you may call NCDS at 866-662-4639.

Sincerely,

NCDS

Diane Kimbrough x.120
Case Administrator

Enclosures: as noted
cc: Customer Relations Manager, Chrysler Group LLC

Print Form

FOR NCDS USE ONLY

CASE NUMBER: [redacted]

Documents Only ☐
Oral In Person ☐

CHRYSLER
DEMAND FOR BINDING ARBITRATION

CUSTOMER NAME AND ADDRESS

☒ Mr. ☐ Mrs. ☐ Ms.

First name [redacted] MI [redacted] Last name [redacted]

Street address [redacted]

Telephone # [redacted]

City Plainfield State IL Zip Code [redacted]

VEHICLE INFORMATION

Name(s) that appear(s) on the vehicle title: Tully F. Kari

Is this a leased vehicle? ☐ Yes ☒ No If yes: _____ (lessor's name and address)

Make: Jeep Grand Cherokee Model: Overland Year: 2,014 Current mileage: 17,700

Vehicle Identification Number: 1C4RJFCT8EC[redacted]

Selling Dealer: Tyson Auto, Shorewood Illinois

Servicing Dealer(s): Tyson Auto, Most Recently - Naperville Jeep (Naperville IL)

NATURE OF CLAIM(S): (Please print or type. Attach Service Repair Orders) Please See Attached *

REMEDY SOUGHT: I would like my vehicle replaced with a new identical vehicle. Additionally, to protect against any non-dangerous maintenance items - I would like a new five year, 60,000 mile warranty added to duplicate the one that I bought. I'm just looking for what I purchased....Thank You

It is understood and agreed that I (We) have requested the National Center for Dispute Settlement to initiate Binding Arbitration proceedings in connection with the item(s) of complaint listed on, or made a part of, the Demand for Binding Arbitration. The arbitration will be conducted in accordance with the Rules & Procedures for the Final and Binding Determination of the Auto Warranty Disputes furnished to both parties and that any award rendered hereunder may be entered in any court of competent jurisdiction.

X [redacted] 7/25/14

SIGNATURE(S) DATE

Return this form to:

National Center for Dispute Settlement
PO BOX 727
Mt. Clemens, MI 48046

July 25, 2014

*See attached from Jeep Arbitration Request – [redacted]

I purchased a brand new 2014 Grand Cherokee Overland on September 26, 2013. The vehicle has had mechanical/electrical and more importantly major safety issues practically since the day I bought it. I have attempted to remedy the situation with two dealerships and Jeep Corporate without success. All acknowledge that the issues exist, as many of the issues are present when the vehicle is brought in and they have attempted to repair them with a "reboot," but they continue to reoccur several days or weeks after leaving the dealership. They happen so sporadically that the symptoms have not been able to be duplicated in the shop and the codes do not appear. The vehicle has been in either one shop or another "officially" on the following dates: October 1, November 4, November 19, January 24, March 5, April 2, April 10, April 18, June 3, June 7 and July 1. Also, I have stopped by the shop on multiple occasions where the car was "reset" without it officially being brought in for service. On an aggregate basis, I have likely been in a rental car for two of the ten months that I have owned the car.

I have enclosed copies of letters that I have mailed to the Selling Dealer and to Jeep Corporate which further explain the issues occurring with the Jeep. In addition to what you read regarding the electrical components intermittently not working, the anti-collision system engaging all on its own and the shifting issue, the hydraulic height adjustment now engages all by itself and drops the vehicle height. This code was detected by a service advisor, but the Jeep was not officially in for service. I just stopped by and asked for it to be checked, as it was startling.

The Jeep is not safe to drive, but I have no choice but to drive it. I cannot afford to have it sit and I require a vehicle for work. I will not allow anyone other than myself in the vehicle and I always drive in the right lane while keeping a large distance between vehicles in case the car stops or acts up.

I have attempted to patiently remedy these issues with two dealers and Jeep Corporate over the last ten months. I feel like I have spent a great deal of time trying to help fix these issues. In addition to the inconvenience that I was not prepared for with the purchase a new vehicle, frankly, I am afraid to drive it and am fearful for the safety of others on the road.

Your assistance in this matter would be very much appreciated.

[redacted]

April 9, 2014

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

[redacted]
Plainfield, IL [redacted]

Attn: Safety Division

Re: Client Owned Vehicle
Newly Purchased 2014 Jeep Grand Cherokee Overland
VIN 1C4RJFCT8EC[redacted]
Received with 87 miles

Safety Division Manager:

The following is a brief description of what has occurred with my vehicle since purchasing it on September 26, 2013 from Tyson Motors Corp in Shorewood Illinois. The vehicle has been in the service department on eight separate occasions with various mechanical and safety issues from when I first picked up the vehicle through this week.

I have outlined what has occurred through March second in a letter that I provided the General Manager and Service Manager at the dealership where I purchased the vehicle. Since that letter, the vehicle has been back in the shop twice more. Once back to the dealership where I purchased it and now I have brought it to a different dealership (Naperville Chrysler Jeep) as Tyson has not been able to resolve the issue, even with the assistance of Jeep Corporate Technicians. They have replaced the camera wire harness and have recalibrated the unit twice.

There are several safety concerns, but the main issue that continues to reoccur is that the Anti-Collision system keeps engaging for absolutely no reason. Three of the six times, there were absolutely no vehicles on the road...none in front of me, behind me or next to me. The other three times there were vehicles, but none that would cause the breaks to engage. There were two near collisions as a direct result of the vehicle stopping after the system engaged for no apparent reason.

I am now to the point where I am unwilling to drive the vehicle due to the real safety concerns that I have not only for myself and my family, but everyone else on the road. The vehicle has been "fixed" five times without success, so I have no confidence that it can be fixed at this point. I will be providing copies of both of these letters to the following governing bodies just to make sure they are aware of my concerns with this vehicle:

The US National Highway Traffic Safety Administration
The Auto Safety Division of the Department of Motor Vehicles
My local Police Department

This is my third Grand Cherokee Overland and I enjoy driving them, but I have now been in the service department eight times in six months and I have been without the vehicle for an aggregate of five weeks

since purchasing it. I will not drive this vehicle any longer as I am very, very concerned about the safety of anyone in its vicinity.

I am really an excellent driver having never received a ticket of any kind. When traveling, I specifically rent Grand Cherokees as I am a creature of habit and like the vehicle. Having driven these cars for the past fifteen years, driving this same model owned by co-workers and the fact the service techs have been stymied, I am convinced that there is a fundamental issue with this specific vehicle. It has been a poor experience to say the least, but I understand that sometimes these types of issues occur. My main focus at this point is making sure that this vehicle is off of the road to ensure everyone's safety.

Since I cannot afford to have a brand new vehicle sitting idle, I would appreciate some suggestions on how to resolve this issue within the next week. Thank you in advance for your consideration with this matter.

Best Regards,

[redacted]

March 2, 2014

Tyson Motors Corp
Attn: Service Manager and Store General Manager

Below is a short history of recent activity with my 2014 Grand Cherokee Overland

I was driving through an intersection Friday morning. There was nobody in front of me or behind me. The anti-collision system turned on. The dash board turned red made a loud noise and said "brake". The brakes then engaged and the car stopped as I was almost through the intersection. A pick-up truck turning right almost collided with the passenger's side of the vehicle (rear door) where my daughter was sitting.

This is the third time this has happened and now the second time that you will be fixing it. All three times there was no reason for it to engage and the second time that it nearly caused an accident.

Since Friday the following issues have occurred intermittently:

1. The radio/navigation screen goes completely blank. I can hear the radio if it's on, but the screen is blank and the controls do not work.
2. The Dashboard goes completely blank. So I cannot see any gauges including the speedometer.
3. The car is not shifting correctly on occasion. It will not shift into higher gears at higher speeds.
4. The windshield washer will sometimes work and other times not. Both front and rear.
5. The seats will not set to the individual driver.
6. The convenience seat and wheel function doesn't work.
7. The phone integration will sometimes work and other times not.
8. The automatic door locks do not work.
9. Remote Start
10. I'm sure other items are not working that I haven't noticed, but I've only tested these is areas where there are no other cars to ensure safety.

I have owned the Jeep for six months and it has been in for service at least six times. I would appreciate it if the general manager of the dealership would call me directly to see how we will resolve these issues. Even when fixed, I will not have a high enough degree of confidence that the vehicle will be safe to drive due to the history of the issues/repairs and repeated problems with the vehicle. I now feel compelled to report these issues to the Auto Safety Division of the Department of Motor Vehicles as I want it on record that the issues with this vehicle have occurred and I have made the management team at a Jeep Dealership aware.

I do feel a bit of frustration with the vehicle, but at this point I'm more concerned about the safety of the people in the vehicle and the people on the road when I'm driving it as the electrical components and computer seem to act all on their own.

As an aside – the car requires an oil change.

Apologies for the length of this letter, but I am to the point of insistence that we somehow resolve this matter. Thank you in advance for your cooperation.

[redacted]

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

CT Corporation

Service of Process Transmittal

10/21/2014
CT Log Number 525925825

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

RE: **Process Served in California**

FOR: Chrysler Group LLC (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] etc., Pltf. vs. Chrysler Group, LLC, etc., et al., Dfts. *Name discrepancy noted.*
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Instructions, ADR Information Packet
COURT/AGENCY:	Santa Clara County - Superior Court - San Jose, CA Case #[redacted]
NATURE OF ACTION:	Product Liability Litigation - Breach of Warranty - 2014 Jeep Grand Cherokee - VIN 1C4RJFJM3EC[redacted] - Violation of the Song-Beverly Consumer Warranty Act
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Process Server on 10/21/2014 at 14:40
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S) / SENDER(S):	Scott R. Kaufman Kaufman Law Offices 140 Third Street Los Altos, CA 94022 408-727-8882
ACTION ITEMS:	CT has retained the current log, Retain Date: 10/22/2014, Expected Purge Date: 10/27/2014 Image SOP
SIGNED:	C T Corporation System
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

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.

10/21/14 @2:40p

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Chrysler Group, LLC, a Limited Liability Company, and Does 1 - 20

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

[redacted] an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
2014 OCT 20 A 11:10
Clerk of the Superior Court
County of Santa Clara, California
By: Jauregui, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de $10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Jose
191 North First Street
San Jose, CA 95113

CASE NUMBER (Número del caso): [redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Scott Kaufman, 140 Third Street, Los Altos, CA 94022; (408) 727-8882

DATE: OCT 20 2014 (Fecha) — Clerk, by (Secretario) DAVID H. YAMASAKI, Chief Executive Officer/Clerk, by F. Jauregui, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de este citatorio use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☒ on behalf of *(specify):* Chrysler Group LLC, a Limited Liability Company
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☒ other *(specify):* Corps Code 17061 (Limited Liability Company)
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov
American LegalNet, Inc.
www.FormsWorkflow.com

Scott R. Kaufman, SBN 190129
Kaufman Law Offices
140 Third Street
Los Altos, California 94022
Telephone: (408) 727-8882
Facsimile: (408) 727-8883

Attorneys for Kelly Katz, Plaintiff

ENDORSED
2014 OCT 20 A 4:10
Clerk of the Superior Court
By Jaureguí

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

[redacted], an individual,

Plaintiff,

vs.

CHRYSLER GROUP, LLC, a limited liability company, and DOES 1 - 20,

Defendants.

Case No.: [redacted]

COMPLAINT FOR DAMAGES:

1- **California Civil Code §1790 *et seq.*;**

DEMAND FOR JURY
Unlimited Jurisdiction

BY FAX

The Contract of Sale

1. In April of 2014, Plaintiff [redacted] purchased a new 2014 Jeep Grand Cherokee (VIN 1C4RJFJM3EC[redacted] from a Jeep dealer under a written contract of sale where Plaintiff agreed to pay more than $70,000.00, including sales tax and license.

The Parties

2. Plaintiff is a consumer who purchased the vehicle for her personal and family use. Plaintiff was a buyer within the meaning of Commercial Code § 2103.

3. Defendant Chrysler Group, LLC ("Manufacturer") manufactured and warranted the vehicle. Manufacturer is a "manufacturer" within the meaning of Civil Code § 1791(j) and

Commercial Code § 2103(d).

The Express Warranties

4. Manufacturer provided Plaintiff an express, written warranty covering the vehicle from bumper to bumper for the earlier of 36,000 miles or 36 months. Manufacturer warranted that the vehicle was free of all defects in materials and workmanship and if any defect was discovered within the warranty period, Manufacturer would provide for repair of the vehicle (parts and labor) free of charge to the Plaintiff. Manufacturer, by operation of law, also provided Plaintiff with an implied warranty of merchantability. Plaintiff has met all obligations and preconditions of the express warranty.

Manufacturer Breached the Warranties

5. Plaintiff has owned the vehicle for approximately six months and in that short period of time has had it in the shop for more than 40 days for serious concerns like brake problems, cooling system concerns, car slows down on its own, seats becoming detached, car fails to start, car stalls out in traffic and more. Plaintiff returned it to Chrysler for warranty repair on these serious issues.

6. Chrysler has been unable or unwilling to repair the vehicle to conform to its warranties.

7. Manufacturer has had sufficient opportunities to repair the vehicle, but has failed to do so and appears to be incapable of doing so.

Pre-Litigation Demands

8. Plaintiff has asked Manufacturer to repurchase the vehicle on multiple occasions and Manufacturer has refused to do so.

9. Because Manufacturer refuses to repurchase the vehicle Plaintiff is left with no other choice but to litigate in order to obtain appropriate relief.

Damages to Plaintiff

10. Plaintiff's damages include the purchase price and incidental and consequential damages. Incidental damages include finance charges, sales tax, insurance, registration, and DMV license fees.

Jurisdiction and Venue

11. Manufacturer does business in California, has regularly conducted business in California, and has supplied products to buyers in California. Since Defendant distributes, sells, repairs vehicles in this county, venue is proper in this county.

Fictitious Defendants

12. DOES 1-20 are entities that participated in the transactions complained of herein in ways which are unknown to Plaintiff. The true names, capacities and nature and extent of participation in the alleged activities complained of herein by DOES 1-20, inclusive, are unknown to Plaintiff and therefore sue these defendants by such fictitious names. Plaintiff will amend the complaint to allege their true names and capacities when ascertained.

Agency

13. Each of the defendants, whether actually named or fictitiously named, was the agent of the other defendants, whether actually named or fictitiously named, and each other and was at all times acting within the purpose and scope of such agency.

First Cause of Action
Song-Beverly Act, Civil Code §§ 1793.2(d), 1792 and 1794

14. Plaintiff incorporates each allegation above.

15. As an express warrantor and manufacturer, Manufacturer had certain obligations under the Song-Beverly Consumer Warranty Act, California Civil Code § 1790, and in particular Civil Code § 1793.2(b) & (d) to conform the vehicle to the express warranty.

16. Manufacturer and its agent dealers have been unable or unwilling to conform the vehicle to the express warranty after a reasonable number of attempts. Manufacturer is

therefore required to reimburse the buyer the purchase price and incidental and other damages pursuant to Civil Code §§ 1793.2(d) and 1794 in return for clear title to the vehicle.

17. The vehicle cannot pass without objection in the trade under the contract description; is not fit for the ordinary purposes for which such goods are used; is not adequately contained, packaged or labeled; it does not conform to the promises or affirmations of fact made on its label; and it is not relatively free from defects nor safe to operate. Therefore, Manufacturer has breached the Civil Code § 1792, the implied warranty of merchantability.

18. Manufacturer has a duty to repurchase the lemon vehicle pursuant to Civil Code § 1793.2(d).

19. However, Manufacturer willfully refused to repurchase the vehicle as demanded by Plaintiff.

20. Manufacturer is therefore liable for a civil penalty pursuant to Civil Code § 1794 in addition to the damages noted above.

21. Manufacturer is also liable to pay Plaintiff's actual attorney fees, costs, and expenses reasonably incurred pursuant to Civil Code § 1794(d).

WHEREFORE, Plaintiff prays judgment as follows:

A. For reimbursement and incidental and consequential damages and other compensatory damages, which are not to exceed $225,000;
B. A civil penalty of no more than two times actual damages;
C. Prejudgment interest at the legal rate;
D. Attorney fees and expenses under Civil Code 1794(d) and costs of suit;
E. For such other and further relief as the court may deem proper.

Dated: October 18, 2014

KAUFMAN LAW OFFICES

By: 

Scott R. Kaufman, Attorney for Plaintiff

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Scott Kaufman, SBN 190129
140 Third Street
Los Altos, CA 94022

TELEPHONE NO.: 408-727-8882 FAX NO: 408-727-8883
ATTORNEY FOR (Name): Kelly Katz

FOR COURT USE ONLY

ENDORSED

2014 OCT 20 A 11:10

Clerk of the Superior Court
Santa Clara County, California

E. Jauregui
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara
STREET ADDRESS: 191 North First St.
MAILING ADDRESS:
CITY AND ZIP CODE: San Jose, CA 95113
BRANCH NAME:

CASE NAME:
Katz v. Chrysler Group, LLC, et al

CASE NUMBER:

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

[✓] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation

[ ] Counter [ ] Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [✓] Breach of contract/warranty (06)
- [ ] Rule 3.740 collections (09)
- [ ] Other collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition *(not specified above)* (43)

BY FAX

2. This case [ ] is [✓] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Remedies sought *(check all that apply)*: a. [✓] monetary b. [✓] nonmonetary; declaratory or injunctive relief c. [✓] punitive
4. Number of causes of action *(specify)*: 2
5. This case [ ] is [✓] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: October 18, 2014
Scott Kaufman, SBN 190129
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
Cal. Standards of Judicial Administration, std. 3.10
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than $25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort
- Auto (22)–Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort
- Asbestos (04)
  - Asbestos Property Damage
  - Asbestos Personal Injury/ Wrongful Death
- Product Liability *(not asbestos or toxic/environmental)* (24)
- Medical Malpractice (45)
  - Medical Malpractice–Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other PI/PD/WD (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other PI/PD/WD

Non-PI/PD/WD (Other) Tort
- Business Tort/Unfair Business Practice (07)
- Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
- Defamation (e.g., slander, libel) (13)
- Fraud (16)
- Intellectual Property (19)
- Professional Negligence (25)
  - Legal Malpractice
  - Other Professional Malpractice *(not medical or legal)*
- Other Non-PI/PD/WD Tort (35)

Employment
- Wrongful Termination (36)
- Other Employment (15)

Contract
- Breach of Contract/Warranty (06)
  - Breach of Rental/Lease Contract *(not unlawful detainer or wrongful eviction)*
  - Contract/Warranty Breach–Seller Plaintiff *(not fraud or negligence)*
  - Negligent Breach of Contract/ Warranty
  - Other Breach of Contract/Warranty
- Collections (e.g., money owed, open book accounts) (09)
  - Collection Case–Seller Plaintiff
  - Other Promissory Note/Collections Case
- Insurance Coverage *(not provisionally complex)* (18)
  - Auto Subrogation
  - Other Coverage
- Other Contract (37)
  - Contractual Fraud
  - Other Contract Dispute

Real Property
- Eminent Domain/Inverse Condemnation (14)
- Wrongful Eviction (33)
- Other Real Property (e.g., quiet title) (26)
  - Writ of Possession of Real Property
  - Mortgage Foreclosure
  - Quiet Title
  - Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer
- Commercial (31)
- Residential (32)
- Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review
- Asset Forfeiture (05)
- Petition Re: Arbitration Award (11)
- Writ of Mandate (02)
  - Writ–Administrative Mandamus
  - Writ–Mandamus on Limited Court Case Matter
  - Writ–Other Limited Court Case Review
- Other Judicial Review (39)
  - Review of Health Officer Order
  - Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)
- Antitrust/Trade Regulation (03)
- Construction Defect (10)
- Claims Involving Mass Tort (40)
- Securities Litigation (28)
- Environmental/Toxic Tort (30)
- Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment
- Enforcement of Judgment (20)
  - Abstract of Judgment (Out of County)
  - Confession of Judgment *(non-domestic relations)*
  - Sister State Judgment
  - Administrative Agency Award *(not unpaid taxes)*
  - Petition/Certification of Entry of Judgment on Unpaid Taxes
  - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint
- RICO (27)
- Other Complaint *(not specified above)* (42)
  - Declaratory Relief Only
  - Injunctive Relief Only *(non-harassment)*
  - Mechanics Lien
  - Other Commercial Complaint Case *(non-tort/non-complex)*
  - Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition
- Partnership and Corporate Governance (21)
- Other Petition *(not specified above)* (43)
  - Civil Harassment
  - Workplace Violence
  - Elder/Dependent Adult Abuse
  - Election Contest
  - Petition for Name Change
  - Petition for Relief From Late Claim
  - Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET / CIVIL DIVISION

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

< ADR can save time. A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.

< ADR can save money. Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.

< ADR provides more participation. Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.

< ADR provides more control and flexibility. Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.

< ADR can reduce stress. ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

< Mediation is an informal, confidential, flexible and non-binding process in the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

< Mediation may be appropriate when:
- < The parties want a non-adversary procedure
- < The parties have a continuing business or personal relationship
- < Communication problems are interfering with a resolution
- < There is an emotional element involved
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

< Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral' s evaluation to discuss settlement.

Neutral evaluation may be appropriate when:
- < The parties are far apart in their view of the law or value of the case
- < The case involves a technical issue in which the evaluator has expertise
- < Case planning assistance would be helpful and would save legal fees and costs
- < The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

< Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties, then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

< The action is for personal injury, property damage, or breach of contract
< Only monetary damages are sought
< Witness testimony, under oath, needs to be evaluated
< An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

< Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

< The parties have complex facts to review
< The case involves multiple parties and problems
< The courthouse surroundings would be helpful to the settlement process

< Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

< Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2704

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1253551 Marshall

GLG

GORMAN LAW GROUP, P.C.
ATTORNEYS & COUNSELORS

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Northville, MI 48167
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Admitted in Michigan and California
Direct Dial: (248) 310-5442
E-Mail:TTG@gormanlawgroup.com

October 6, 2014

RECEIVED
OCT 10 2014
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Chrysler Group LLC
Office of the General Counsel
OCT 09 2014
By Mail/Reg. Agent/ Sec. of State/Proc. Server

Chrysler Group LLC
Office of General Counsel
Warranty Litigation Department
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

RE: [redacted] v. Chrysler Group LLC
2014 Jeep Grand Cherokee
VIN: 1C4RJFBM2EC[redacted]

Dear Counsel:

Please be advised that I represent [redacted] with regard to the above referenced matter. I will refrain from filing suit in an effort to resolve this matter prior to litigation as a courtesy, and in an effort to resolve this matter expeditiously. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. [redacted]s 2014 Jeep Grand Cherokee (See repair orders included with this letter):

Date	Mileage	RO #	Days	Complaint (Diagnosis)
04/07/14	594	[redacted]	36	**ELECTRICAL DEFECT:** Check engine light. The check engine light is on. It is showing def low and service def system. Check and advise. (Down stream nox sensor was bad. Code P229E was set, Randy was up here helped diag system, found sensor was bad. It was a sold unit with 594 miles. Took different Jeep and removed sensor, installed in this Jeep, reset scr timer, drove with message telling us only 195 miles to shut down after 1-1/12 message cleared, fault was gone. Recheck Witech system ok, returned to customer ordered parts when it go here install and reset that Jeep cleared codes, drove ok)
05/12/14	1,880	[redacted]	29	**ELECTRICAL DEFECT:** At times the adaptive cruise control shuts down and forward collision warning shuts off. Check/advise (Adaptive cruise control sensor out of alignment. Performed and followed both vertical and horizontal adaptive cruise control alignment procedures test drove to verify proper operation); During inspection tech found PCM update 18-018-14 (Performed TSB update)

Date	Mileage	RO #	Days	Complaint (Diagnosis)
09/20/14	7,625~	n/a	2	**ELECTRICAL DEFECT:** Engine light came on while driving (Found was the exhaust temperature sensor. Feeny Chrysler Jeep Dodge referred Mr. Kazmierski back to Brown Motors, Inc. for further repairs)
09/22/14	7,665	[redacted]	16+	**ELECTRICAL DEFECT:** Light on dash says exhaust filter 100% full. Light is on solid (P0428-00 Catalyst Temperature sensor circuit high / bank / sensor); Second light is flashing and says service electronic throttle control. Vehicle is stuck in 3rd gear and will not go over 45 mph. Please check and advise (2089 order member. PCM update); Electrical gauges. Check and advise cust states when restarting veh the screen will reset to radio instead of navigation)

On or about March 17, 2014, Mr. [redacted] purchased the 2014 Jeep Grand Cherokee from Brown Motors, Inc. Mr. [redacted] has submitted the 2014 Jeep Grand Cherokee for electrical defects on at least four (4) different occasions, yet the defects continue to exist and cause him concern for the safety and the future reliability of the vehicle. Furthermore, the vehicle has been out of service well in excess of eighty-three (83) days within the first year of ownership due to the need for these repairs. The limited written warranty provides that Chrysler Group LLC or its authorized dealerships will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Chrysler Group LLC's inability to repair this vehicle after at least four (4) attempts, causing the vehicle to remain out of service at least eighty-three (83) days in the first year, is a breach of its warranty and a violation of the Michigan Lemon Law, and other State and Federal warranty and consumer protection laws. As such, Mr. [redacted] demands that Chrysler Group LLC finally resolve this matter within a reasonable time pursuant to the lemon law. Mr. [redacted] further demands that Chrysler Group LLC repurchase the 2014 Jeep Grand Cherokee and pay the attorney fees and costs.

Please contact me to resolve this matter as soon as possible. Thank you for your time and attention. I look forward to hearing from you.

Sincerely yours,

GORMAN LAW GROUP, P.C.

Troy T. Gorman, Esq.

Enclosures

EXHIBIT A

APPLICATION FOR MICHIGAN TITLE
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

Invoice/Stock No.

Invoice/Stock No.

Dealer [redacted]

Address [redacted]

City PETOSKEY

County | State MICHIGAN | Zip Code [redacted]

Dealer License | Sales Tax License [redacted] | Phone Number

Vehicle Sold New ☒ Used ☐ Demo ☐ **Trade-in** Yes ☐ No ☒

Trade-in Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year Make

Vehicle No.	Plate No.	Temp. Expiration Date
		04/01/2014

VEHICLE USE AND HISTORY DISCLOSURE:

- ☐ A POLICE VEHICLE
- ☐ A GOVERNMENT VEHICLE
- ☐ TAXI
- ☐ VEHICLE HAS BEEN FLOOD-DAMAGED
- ☐ A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
- ☐ _____

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

NO TENTHS

☐ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

[redacted] Title

Expires on Month 10 Day 11 Year 2014 | Months 01

☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

Year	Make	Body Style	Code	County
2014	JEEP	SUV	01	24

Vehicle No.	Fee Category/Weight	License Fee
[redacted]	3A	13.00

Driver License No./PIDs of All Owners/Lessees — Title

1) [redacted] 3)

2) 1329 165 057 691 — County of Residence — Title Late Fee N/A

Complete Names and Addresses of All Owners or Lessors — Tax 2785.00

[redacted] — Transfer Fee N/A

PETOSKEY MI [redacted] — Total-Trans. to #4 2932.00

Complete Names and Addresses of All Lessees

Full Rights to Survivor Yes ☒ No ☐

Insurance Company [redacted] — Policy No. or Binder No. [redacted]

First Secured Interest CHRYSLER CAPITAL — Filing Date 03/11/2014

Address PO BOX 961272

City-State Zip FT WORTH TX 76161

Second Secured Interest — Filing Date

Address

City-State Zip

1. **PURCHASE PRICE OF VEHICLE** (Including Freight & Accessories)		26,995.00
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		15.00
3. **TOTAL TAXABLE PRICE**		27,010.00
4. (Above total) SALES TAX - LICENSE - TITLE		2785.00
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. **TOTAL DELIVERED PRICE**		29795.00
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		700.00
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		700.00
12. UNPAID BALANCE TO BE FINANCED		29095.00
13. INSURANCE CHARGE *		N/A
14. **TOTAL AMOUNT OF FINANCE CONTRACT**		29095.00

*** TYPE OF INSURANCE**

WARNING: This insurance is not PL/PD No Fault Insurance required by Michigan law.

☐ CREDIT LIFE ☐ HEALTH & ACCIDENT

☐ GAP INSURANCE N/A ☐ _____

Temporary Registration No. _____ Temporary Fee Charged Yes ☐ No ☐

Salesperson [redacted]

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

2/27/14 X _____ Date

_____ X _____ Date

_____ X _____ Date

Purchaser's/Lessor's Signature(s)

_____ X _____ Date

_____ X _____ Date

_____ X _____ Date

Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

Authority granted by P.A. 300 of 1949, as amended.

THIS FORM MUST BE TYPED ONLY

RD-108N 12/02

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate [redacted] Expires: 10/11/2014
ORIGINAL REGISTRATION
2014 JEEP STA WGN
Vehicle No.: 1C4RJFBM2EC[redacted]
K 256 390 429 782
Fee Cat. or Wt.: 000036
County: EMMET

[redacted]
PETOSKEY MI [redacted]

DCQ9186 J

License Fee: 130.00

03172014 TN C076 371 0265 2930.50

TR-1L

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: [redacted] Expires: 10/11/2014
ORIGINAL REGISTRATION
2014 JEEP STA WGN
Vehicle No.: 1C4RJFBM2EC[redacted]
K 256 390 429 782
Fee Cat. or Wt.: 000036
County: EMMET

[redacted]
PETOSKEY MI [redacted]

DCQ9186 J

License Fee: 130.00

03172014 TN C076 371 0265 2930.50

TR-1L

EXHIBIT B

FORD • LINCOLN • CHRYSLER • DODGE • JEEP • RAM

BROWN MOTORS

• Selling Transportation Since 1898 •

LINCOLN

DODGE Jeep RAM

2170 North US-31
Petoskey, Michigan 49770
(231) 439-3673
www.brownmotors.com

CUSTOMER NO. [redacted]	ADVISOR: JEFFREY INGALLS 1221	TAG NO. 2089	INVOICE DATE: 05/13/14	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 594	COLOR: WHITE/	STOCK NO. [redacted]
PETOSKEY, MI [redacted]	YEAR / MAKE / MODEL: 14/JEEP/GR CHEROKEE/GRAND CHEROKEE L		DELIVERY DATE: 03/17/14	DELIVERY MILES: 7	
[redacted]	VEHICLE I.D. NO.: 1C4RJFBM2EC [redacted]		SELLING DEALER NO.: BROWN MOTOR	PRODUCTION DATE	
	F. T. E. NO.	P.O. NO.	R. O. DATE: 04/07/14		
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS			

MO: 608

JOB# 1 CHARGES

LABOR

J# 1 12CHZ01 CHECK ENGINE LIGHT UNITS: 2.70 TECH(S): 1033 WARRANTY

CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON, IT IS SHOWING
DEF LOW AND SERVICE DEF SYSTEM. CHECK AND ADVISE.
DOWN STREAM NOX SENSOR WAS BAD
CODE P229E WAS SET,RANDY WAS UP HERE HELPED DIAG SYSTEM
FOUND SENSOR WAS BAD,IT WAS A SOLD UNIT WITH 594 MILES
TOOK DIFFERENT JEEP AND REMOVED SENSOR,INSTALLED IN THIS
JEEP,RESET SCR TIMER,DROVE WITH MESSAGE TELLING US ONLY
195 MILES TO SHUT DOWN AFTER 1-1/2 MESSAGE CLEARED.FAULT
WAS GONE,RECHECK WITECH SYSTEM OK,RETURNED TO CUSTOMER
ORDERED PARTS WHEN IT GOT HERE INSTALL AND RESET THAT
JEEP CLEARED CODES DROVE OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	2	68035704-AB	FLUID DIE 01081080			WARRANTY
	3	4641780	STRAP TIE 08015011			WARRANTY
	1	68166852-AD	SENSOR EX 14029054			WARRANTY
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TECHNICIAN CERTIFICATION

1033 RICHARD BABCOCK M107798

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

PAY METHODS

CASH CHECK# CREDIT CARD

INHOUSE CHARGE

FORD FACILITY NO: F147515
CHRYSLR FACILITY NO:F103329

CUSTOMER SIGNATURE

STATE REG. NO. F147515

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

[redacted] COMPLETED AND

ARE NEW
UNLESS OTHERWISE SPECIFIED

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURERS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.

Thank You

MICH. REG.# F-147515

PARTS & SERVICE HOURS
MON. - FRI. 7:30 AM - 5:30 PM

Thank you for your business
Ed & Jeff

The Reynolds and Reynolds Company ERALZ5HNVL CC1894960Q (07/11)

FORD • LINCOLN • CHRYSLER • DODGE • JEEP • RAM

BROWN MOTORS

• Selling Transportation Since 1898 •

2170 North US-31
Petoskey, Michigan 49770
(231) 439-3673
www.brownmotors.com

DODGE Jeep RAM

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
[redacted]	JEFFREY INGALLS 1221	089	06/10/14	[redacted]
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 1,880		COLOR: WHITE/	STOCK NO.: [redacted]
PETOSKEY, MI [redacted]	YEAR / MAKE / MODEL: 14/JEEP/GR CHEROKEE/GRAND CHEROKEE L		DELIVERY DATE: 03/17/14	DELIVERY MILES: 7
[redacted]	VEHICLE I.D. NO.: 1 C 4 R J F B M 2 E C [redacted]		SELLING DEALER NO.: BROWN MOTOR	PRODUCTION DATE
	F. T. E. NO. / P. O. NO.		R. O. DATE: 05/12/14	
[redacted]	BUSINESS PHONE	COMMENTS		MO: 1885

JOB# 1 CHARGES

LABOR

J# 1 50CHZ MISC CRUISE CONTROL UNITS: 0.00 TECH(S):1275 WARRANTY

CUSTOMER STATES AT TIMES THE ADAPTIVE CRUISE CONTROL SHUTS
DOWN AND FOWARD COLLISION WARNING SHUTS OFF. CHECK/ADVISE.
ADAPTIVE CRUISE CONTROL SENSOR OUT OF ALIGNMENT.
PERFORMED AND FOLLWED BOTH VERTICAL AND HORIZONTAL
ADAPTIVE CRUISE CONTROL ALIGNMENT PROCEDURES
TEST DROVE TO VERIFY PROPER OPERATION

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	4275086-AD	LABEL NON 14086100			WARRANTY
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2+24CHZ MISC BODY ELECTRICAL UNITS: 0.00 TECH(S):1033 WARRANTY

Added Operation (JEFF @ 05/20/2014 13:39)
DURING INSPECTION TECH FOUND PCM UPDATE 18-018-14
TSB
PERFORMED TSB UPDATE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX CHCS JOB# 2 TOTAL 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TECHNICIAN CERTIFICATION

1033 RICHARD BABCOCK M107798

TOTALS

PAY METHODS

CASH CHECK# CREDIT CARD

INHOUSE CHARGE

FORD FACILITY NO: F147515
CHRYSLR FACILITY NO:F103329

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

STATE REG. NO. F147515

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURERS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.

Thank You

MICH. REG.# F-147515

PARTS & SERVICE HOURS
MON. - FRI. 7:30 AM - 5:30 PM

The Reynolds and Reynolds Company ERA ZARWE CC199480 Q (01/11)

CUETER

Jeep

2448 Washtenaw Avenue
Ypsilanti, Michigan 48197
Phone: (734) 434-2424

ReGen
1409000012

Part Ordered
2089**

SERVICE DEPT. HOURS
Monday
7:00 A.M. - 7:30 P.M.
Tuesday - Friday
7:00 A.M. - 6:00 P.M.
Saturday
8:00 A.M. - 4:00 P.M.

FACILITY REGISTRATION NUMBER F149685
FED I.D. NO. 38-3418820

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01CHZ001	LUBE OIL AND FILTER	MO	33.00	96CHZ070	15/45	MO	0.00
96CHZ075	7500	MI	0.00	96CHZ073	30/60/90	MO	0.00
96CHZ028	15/45	MO	0.00	96CHZ032	30/90	MO	0.00
96CHZ037	7500	MI	0.00	01CHZBUY1	BUY 1 GET 3 FREE	MI	63.55

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

SERVICE

STATE REG# F149685

TERMS: CASH ☐ CREDIT CARD ☐ CHECK ☐ (PRIOR APPROVAL) OTHER ☐

VEHICLE I.D. NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
1C4RJFBM2EC[redacted]	14/JEEP/GRAND CHEROKEE/4DR 4WD LIMI				90917

[redacted]
PETOWSKI, MI [redacted]
State Farm - Melony
855-341-8184

SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R.O. DATE
[redacted]				09/22/14

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	CLAIM NO.
				5108

TURBO	M/MC	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	CHZZ	Y	Y	A	7,665	285	KEVIN ADKINS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

RESIDENCE PHONE [redacted] BUSINESS PHONE

TIME RECEIVED 09:58am DATE/TIME PROMISED 09/22/14 08:00pm PRIORITY 5

APPOINTMENT ☒ Yes ☐ No

DIAGBAY-5pm

LABOR RATE

CELL: [redacted]

I here[redacted] with the necessary materials and agree that you a[redacted] in vehicle in case of fire, theft or any other cause[redacted]y of parts or delay in parts shipments by the suppl[redacted]s permission to operate the vehicle herein descr[redacted] testing and/or inspection. An express garage keep[redacted]e amount of repairs thereto. I understand that purc[redacted] possession to the above vehicle until the repairs [redacted] have voluntarily released the vehicle to me.

X [redacted]TURE

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

JOB

ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00

Mark
147118

COMMENTS:
APPT BY BH

14110000004

AUTHORIZED ADDITIONS | DATE | TIME | BY

CONTACT NAME - APPROVAL (INITIALS) | CONTACT IN PERSON ☐ PHONE ☐

JOB #1

1 W 12CHZ001 CHASSIS ELECT DIAG

CUSTOMER STATES
THAT LIGHT ON DASH SAYS EXHAUST FILTER 100%FULL. LIGHT IS ON SOLID. ALSO CUSTOMER STATES THAT 2 MONTHS AGO SHE HIT A DEER
U1424-00
P0428-00 Catalyast Temperature Sensor circuit high (Bank 1 Sensor 1)

COST REQUEST B/SHOP MAY NEED RECENT REPAIRS INSPECTED

JOB #2

2 C 12CHZ ELECTRICAL

CUSTOMER STATES THAT SECOND LIGHT IS FLASHING AND SAYS SERVICE ELECTRONIC THROTTLE CONTROL. VEHICLE IS STUCK IN 3RD GEAR AND WILL NOT GO OVER 45 MPH. PLEASE CHECK AND ADVISE.
2089** order number

PCM up date OLD 68184944AA
NEW 68184944AG
18-19-04-AH

JOB #3

Phil Estrada
248-705-2769

3 W 12CHZ002 ELECTRICAL/GAUGES

CHK AND ADVISE CUST STATES WHEN RESTARTING VEH THE SCREEN

JOB #4

The Reynolds and Reynolds Company ERAINTWO2E CC621534.Q (04/12)

PAGE 1 OF 2

Noted Prior Damage: None ☐ Frt. End ☐ Rt. Fend ☐ Rt. Doors ☐ Rt. Q. ☐ Rear End ☐ L.Q. ☐ L. Door(s) ☐ L. Fend. ☐ Rf [illegible]

[CONTINUED ON NEXT PAGE]

90917

CUETER
Chrysler Jeep Dodge
2448 Washtenaw Avenue
Ypsilanti, Michigan 48197
Phone: (734) 434-2424

SERVICE DEPT. HOURS
Monday
7:00 A.M. - 7:30 P.M.
Tuesday - Friday
7:00 A.M. - 6:00 P.M.
Saturday
8:00 A.M. - 4:00 P.M.

FACILITY REGISTRATION NUMBER F149685
FED I.D. NO. 38-3418820

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01CHZ001	LUBE OIL AND FILTER	MO	33.00	96CHZ070	15/45	MO	0.00
96CHZ075	7500	MI	0.00	96CHZ073	30/60/90	MO	0.00
96CHZ028	15/45	MO	0.00	96CHZ032	30/90	MO	0.00
96CHZ037	7500	MI	0.00	01CHZBUY1	BUY 1 GET 3 FREE	MI	63.55

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO. SERVICE STATE REG# F149685

TERMS: CASH ☐ CREDIT CARD ☐ CHECK ☐ (PRIOR APPROVAL) OTHER ☐

VEHICLE I.D. NO. 1C4RJFBM2EC[redacted] | YEAR/MAKE/MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD LIMI | PRODUCTION DATE | STOCK NO. | LICENSE NO. | R[redacted]

[redacted]
PETOWSKI, MI[redacted]

CUS[redacted] | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 09/22/14

COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | CLAIM NO. 5108

TURBO	MMC	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	CHZZ	Y	Y	A	7,665	285	KEVIN ADKINS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

[redacted] | BUSINESS PHONE

TIME RECEIVED 09:58am | DATE/TIME PROMISED 09/22/14 08:00pm | PRIORITY 5

APPOINTMENT ☒ Yes ☐ No

CELL: [redacted] | LABOR RATE

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delay in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garage keeper's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I understand that pursuant to said express garage keeper's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or your employees have voluntarily released the vehicle to me.

X _____ CUSTOMER SIGNATURE

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

JOB

WILL RESET TO RADIO INSTEAD OF NAVIGATION

AUTHORIZED ADDITIONS | DATE | TIME | BY

CONTACT NAME - APPROVAL | (INITIALS) | CONTACT IN PERSON ☐ PHONE ☐

JOB #1

JOB #2

JOB #3

JOB #4

Noted Prior Damage: None ☐ Frt. End ☐ Rt. Fend ☐ Rt. Doors ☐ Rt. Q. ☐ Rear End ☐ L.Q. ☐ L. Door(s) ☐ L. Fend. ☐ Roof ☐ Interior ☐

90917

The Reynolds and Reynolds Company ERAINTWO2E CC621534 Q (04/12)

GORMAN LAW GROUP, P.C.
162 E. Main Street
Northville, MI 48167

CERTIFIED MAIL™



UNITED STATES POSTAL SERVICE

1000

48326

U.S. POSTAGE
PAID
NORTHVILLE MI
48167
OCT 07, 14
AMOUNT

$7.19
00051621-17

RETURN RECEIPT REQUESTED

Chrysler Group LLC
Office of General Counsel
Warranty Litigation Department
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

4803627789

CT Corporation

Service of Process Transmittal

12/15/2014
CT Log Number 526238633

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

RE: **Process Served in Michigan**

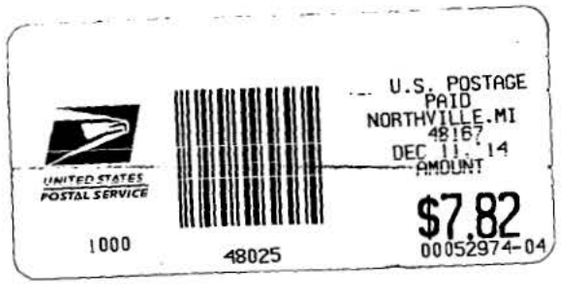
FOR: Chrysler Group LLC (Former Name) (Domestic State: DE)
FCA US LLC (True Name)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Chrysler Group, LLC, etc. and Brown Motors, Inc., etc., Dfts.
DOCUMENT(S) SERVED:	Summons, Proof of Service, Complaint and Demand
COURT/AGENCY:	57th Circuit Court, Emmett County, MI Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2014 Jeep Grand Cherokee, VIN# C4RJFBM2EC[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Certified Mail on 12/15/2014 postmarked on 12/11/2014
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	28 days
ATTORNEY(S) / SENDER(S):	Troy T. Gorman Gorman Law Group, PC 162 E. Main Street Northville, MI 48167 248-544-8000
ACTION ITEMS:	CT has retained the current log, Retain Date: 12/15/2014, Expected Purge Date: 12/20/2014 Image SOP
SIGNED:	The Corporation Company
ADDRESS:	30600 Telegraph Road Suite 2345 Bingham Farms, MI 48025-5720
TELEPHONE:	248-646-9033

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.





GLG

GORMAN LAW GROUP, P.C.
ATTORNEYS & COUNSELORS

162 E. Main Street
Northville
Michigan
48167

Chrysler Group LLC
c/o The Corporation Company
30600 Telegraph Road, Suite 2345
Bingham Farms, MI 48025

Approved, SCAO

Original - Court
1st copy - Defendant

2nd copy - Plaintiff
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 57TH JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT	CASE NO. [redacted]

Court address
200 Division Street, Suite 100, Petoskey, MI 49770

Court telephone no.
(231) 348-1748

Plaintiff's name(s), address(es), and telephone no(s).	v	Defendant's name(s), address(es), and telephone no(s).
[redacted]		CHRYSLER GROUP, LLC c/o The Corporation Company 30600 Telegraph Road, Suite 2345 Bingham Farms, MI 48025 BROWN MOTORS, INC. 2170 N. U.S. 31 Petoskey, MI 49770
Plaintiff's attorney, bar no., address, and telephone no. TROY T. GORMAN P-59185 162 E Main Street Northville, MI 48167 (248) 544-8000		

FILED
EMMET COUNTY CLERK
2014 DEC -3 A 11:14

SUMMONS **NOTICE TO THE DEFENDANT**: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state). (MCR 2.111[C])
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires	Court clerk
12.08.14	03.08.15	Emmet Clerk

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT ***Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.***

Family Division Cases

☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

General Civil Cases

☑ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

VENUE

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Bay City	Bingham Farms (Chrysler); Bay City (Thelen)
Place where action arose or business conducted Bay City, Bay County, Michigan	

12/03/2014
Date

[redacted]

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No. 2014- -NZ

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE**
I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

OR

☐ **AFFIDAVIT OF PROCESS SERVER**
Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)

☐ I served personally a copy of the summons and complaint,
☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____
List all documents served with the Summons and Complaint

_____

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Mileage fee	Total fee
$		$	$

_____
Signature

_____
Name (type or print)

_____
Title

Subscribed and sworn to before me on _____ (Date), _____ County, Michigan.

My commission expires: _____ (Date) Signature: _____ (Deputy court clerk/Notary public)

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ (Attachments)

_____ on _____ (Day, date, time)

_____ on behalf of _____.
Signature

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF EMMET

[redacted]

Plaintiff,

v

Case N[redacted]
HON.

CHRYSLER GROUP, LLC, a Delaware Corporation,
and **BROWN MOTORS, INC.**, a Michigan Corporation,
Jointly and Severally,

Defendants.

_____/

GORMAN LAW GROUP, P.C.
TROY T. GORMAN P-59185
Attorney for Plaintiff
162 E. Main Street
Northville, MI 48167
(248) 544-8000

_____/

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, **GORMAN LAW GROUP, P.C.**, who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Petoskey, Emmet County, Michigan.

2. Defendant, Chrysler Group LLC (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Chrysler vehicles and related equipment, with its registered office in the City of Bingham Farms, Oakland County, Michigan.

3. Defendant, Brown Motors, Inc. (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Petoskey, Emmet County, Michigan.

4. On or about March 17, 2014, Plaintiff purchased a new 2014 Jeep Grand Cherokee, VIN C4RJFBM2EC452089 (hereinafter referred to as "2014 Grand Cherokee"), from the Seller which was manufactured by the Manufacturer (see copy of the Retail Installment Contract attached as Exhibit A).

5. Along with the sale of the 2014 Grand Cherokee Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (Defendants are in possession of a copy of the written warranty).

6. Plaintiff has taken the 2014 Grand Cherokee to the Manufacturer's authorized agents/dealers, including Seller, on at least four (4) separate occasions, and the vehicle has been out of service well in excess of thirty (30) days during the first year of ownership (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with

Plaintiff's 2014 Grand Cherokee include the following:

Date	Mileage	RO #	Days	Complaint (Diagnosis)
04/07/14	594	[redacted]	36	**ELECTRICAL DEFECT:** Check engine light. The check engine light is on. It is showing def low and service def system. Check and advise. (Down stream nox sensor was bad. Code P229E was set, Randy was up here helped diag system, found sensor was bad. It was a sold unit with 594 miles. Took different Jeep and removed sensor, installed in this Jeep, reset scr timer, drove with message telling us only 195 miles to shut down after 1-1/12 message cleared, fault was gone. Recheck Witech system ok, returned to customer ordered parts when it go here install and reset that Jeep cleared codes, drove ok)
05/12/14	1,880	[redacted]	29	**ELECTRICAL DEFECT:** At times the adaptive cruise control shuts down and forward collision warning shuts off. Check/advise (Adaptive cruise control sensor out of alignment. Performed and followed both vertical and horizontal adaptive cruise control alignment procedures test drove to verify proper operation); During inspection tech found PCM update 18-018-14 (Performed TSB update)
09/20/14	7,625~	[redacted]	2	**ELECTRICAL DEFECT:** Engine light came on while driving (Found was the exhaust temperature sensor. Feeny Chrysler Jeep Dodge referred Mr. Kazmierski back to Brown Motors, Inc. for further repairs)
09/22/14	7,665	[redacted]	30+	**ELECTRICAL DEFECT:** Light on dash says exhaust filter 100% full. Light is on solid (P0428-00 Catalyst Temperature sensor circuit high / bank / sensor); Second light is flashing and says service electronic throttle control. Vehicle is stuck in 3rd gear and will not go over 45 mph. Please check and advise (2089 order member. PCM update); Electrical gauges. Check and advise cust states when restarting veh the screen will reset to radio instead of navigation)

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS ($25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

COUNT I
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

11. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

12. The 2014 Grand Cherokee is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

13. The 2014 Grand Cherokee is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

14. The express warranty given by Manufacturer, covering the 2014 Grand Cherokee is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

15. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA

257.1401(h).

16. Plaintiff's 2014 Grand Cherokee has been subject to a reasonable number of repair attempt opportunities for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

17. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

18. Manufacturer's attempted repair was unsuccessful or the repair attempt was refused as the 2014 Grand Cherokee continues to manifest the aforementioned defects or was not repaired within the required 5 days.

19. The aforementioned defects substantially impair the use or value of 2014 Grand Cherokee to the Plaintiff and/or prevent the 2014 Grand Cherokee from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2014 Grand Cherokee with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable

allowance for Plaintiff's use of the vehicle. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

D. Incidental and consequential damages.

E. For prejudgment interest.

F. For such other and further relief as may be justified in this action.

COUNT II
BREACH OF CONTRACT

20. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 19 as though herein fully restated and realleged.

21. An express limited warranty covering 36 months or 36,000 miles of use, whichever occurred first, accompanied the delivery of the 2014 Grand Cherokee to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts found to be defective in factory-supplied materials or workmanship.

22. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2014 Grand Cherokee created a contractual relationship between the Manufacturer/Seller and Plaintiff.

23. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have

failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2014 Grand Cherokee;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

C. For incidental, consequential, exemplary and actual damages;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For costs and expenses, interest, and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT III
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

24. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 23 as though fully restated and realleged.

25. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

26. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

27. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

(a) Failing to reveal material facts, the omission of which tends to mislead or deceive the

Plaintiff and which facts could not reasonably be known by Plaintiff;

(b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

(c) Failing to promptly restore to the Plaintiff entitled thereto any deposit, down payment, or other payment when a contract is rescinded, canceled, or otherwise terminated in accordance with the terms of the contract or the Act;

(d) Failing upon return of the 2014 Grand Cherokee to the Plaintiff to give a written statement of repairs to the Plaintiff which discloses:

(i) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(ii) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair.

28. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys'
fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for a judgment against the Seller in an amount to be determined by the trier of fact, but to exceed TWENTY FIVE THOUSAND DOLLARS ($25,000.00), plus double damages and costs and reasonable attorneys' fees, and for such other and further relief as the Court deems appropriate.

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COUNT IV
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
MCLA 445.901 ET SEQ; MSA 19.418(1) ET SEQ.

29. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 28 as though herein fully restated and realleged.

30. Plaintiff is a "person" within the meaning of MCLA 445.902(c); MSA 19.418(2)(c).

31. Manufacturer and Seller are engaged in "trade or commerce" as defined in MCLA 445.902(d).

32. The Manufacturer and Seller have engaged in unlawful, unfair, unconscionable, or deceptive methods, acts or practices, including but not limited to:

(a) The Manufacturer and Seller represented to Plaintiff the 2014 Grand Cherokee and the warranty thereof had characteristics, uses, benefits, qualities, and standards which they did not actually have.

(b) The Manufacturer and Seller represented to Plaintiff the 2014 Grand Cherokee and the warranty thereof were of a particular quality and standard and they were not.

(c) If Plaintiff allegedly waived a right, benefit, or immunity provided by law in purchasing the 2014 Grand Cherokee, the Manufacturer and Seller have failed to clearly state the terms of such waiver and Plaintiff has not specifically consented to such waiver.

(d) The Manufacturer and Seller have failed to restore an amount equal to Plaintiff's down payment and other payments made by Plaintiff on the 2014 Grand Cherokee.

(e) The Manufacturer and Seller have made gross discrepancies between the oral representations to Plaintiff and written agreements covering the same transaction relative to the 2014

Grand Cherokee and the Manufacturer failed to provide the promised benefits to Plaintiff with regard thereto.

(f) The Manufacturer and Seller have made representations of fact and/or statements of fact material to said transaction such that the Plaintiff reasonably believed that the represented or suggested standard, quality, characteristics, and uses of the 2006Durango to be other than they actually were.

(g) The Manufacturer and Seller have made representations of fact and/or statements of fact material to such transaction such that the Plaintiff reasonably believed that the represented or suggested service to the 2014 Grand Cherokee to be other than it actually was.

(h) The Manufacturer and Seller have failed to provide the promised benefits to Plaintiff with regard to the sale of the 2014 Grand Cherokee to Plaintiff.

(i) The Manufacturer and Seller have failed to disclaim or limit the implied warranty of merchantability and fitness for use in a clear and conspicuous manner.

(j) The Manufacturer and Seller have failed to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer.

33. The Plaintiff has suffered loss and damages as a result of the aforesaid violations of the Consumer Protection Act.

WHEREFORE, Plaintiff prays this Court enter a declaratory judgment as to the violations of the Michigan Consumer Protection Act and for judgment against Manufacturer and Seller for all damages Plaintiff has incurred, including reasonable attorneys' fees as provided by statute, together

with interest, costs and expenses of this suit, and such other relief as this Court deems appropriate and equitable.

COUNT V
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

36. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

37. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

38. The 2014 Grand Cherokee is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

39. The 2014 Grand Cherokee was manufactured, sold and purchased after July 4, 1975.

40. The express warranty given by the Manufacturer pertaining to the 2014 Grand Cherokee is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

41. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

42. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the

written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2014 Grand Cherokee;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VI
REVOCATION OF ACCEPTANCE

43. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 42 as though herein fully restated and realleged.

44. Plaintiff accepted the 2014 Grand Cherokee without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

45. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

46. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

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47. The nonconformities substantially impaired the value of the 2014 Grand Cherokee to the Plaintiff.

48. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2014 Grand Cherokee and out-of-pocket expenses.

49. Manufacturer and Seller have nevertheless refused to accept return of the 2014 Grand Cherokee and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2014 Grand Cherokee;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. Costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF IMPLIED WARRANTY UNDER MAGNUSON-MOSS WARRANTY ACT

50. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 49 as though herein fully stated and realleged.

51. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC

2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2014 Grand Cherokee;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For consequential, incidental and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. Such other relief this Court deems appropriate.

COUNT VIII
BREACH OF EXPRESS WARRANTY

52. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 51 as though herein fully restated and realleged.

53. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

54. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

55. The 2014 Grand Cherokee constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

56. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

57. Plaintiff's purchase of the 2014 Grand Cherokee was accompanied by an express

warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

58. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2014 Grand Cherokee free of charge to Plaintiff under specific terms as stated in the express warranty.

59. In fact, Plaintiff discovered the 2014 Grand Cherokee had defects and problems after Plaintiff purchased the vehicle as discussed above.

60. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

61. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2014 Grand Cherokee.

62. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

63. The Manufacturer and Seller have failed to adequately repair the 2014 Grand Cherokee and/or have not repaired the 2014 Grand Cherokee in a timely fashion, and the 2014 Grand Cherokee remains in a defective condition.

64. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2014 Grand Cherokee's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

65. The 2014 Grand Cherokee continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

66. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2014 Grand Cherokee.

67. The Manufacturer and Seller induced Plaintiff's acceptance of the 2014 Grand Cherokee by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

68. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2014 Grand Cherokee and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

69. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2014 Grand Cherokee was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

70. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;

B. For a refund of the purchase price paid by Plaintiff for the 2014 Grand Cherokee;

C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

D. For incidental, consequential and actual damages;

E. For costs, interest and actual attorneys' fees; and

F. For such other relief this Court deems appropriate.

COUNT IX
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

71. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 70 as though herein fully restated and realleged.

72. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

73. The 2014 Grand Cherokee was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

74. The 2014 Grand Cherokee was not fit for the ordinary purpose for which such goods are used.

75. The defects and problems hereinbefore described rendered the 2014 Grand Cherokee unmerchantable.

76. The Manufacturer and Seller failed to adequately remedy the defects in the 2014 Grand Cherokee; and the 2014 Grand Cherokee continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

GORMAN LAW GROUP, P.C.

A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;

B. For damages occasioned by the breach of the implied warranty;

C. For a refund of the purchase price paid by Plaintiff for the 2014 Grand Cherokee;

D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;

E. For consequential, incidental and actual damages;

F. Costs, interest and actual attorneys' fees; and

G. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

GORMAN LAW GROUP, P.C.

By: _____

TROY T. GORMAN P-59185
Attorney for Plaintiff
162 E. Main Street
Northville, MI 48167
(248) 544-8000

Dated: December 3, 2014

EXHIBIT A

APPLICATION FOR MICHIGAN TITLE
STATEMENT OF VEHICLE SALE

DEPARTMENT OF STATE

2014 — LOC # 53210 DEAL # 35922 — Invoice/Stock No.

03/17/2014 — 34201 — Invoice/Stock No.

Dealer [redacted]

Address [redacted]

City PETOSKEY

County	State	Zip Code
EMMET	MICHIGAN	49770

Dealer License	Sales Tax License	Phone Number
46	[redacted]	[redacted]

Vehicle Sold	New ☒	Used ☐	Demo ☐	Trade-In	Yes ☐	No ☒

Trade-in Year	Make	Vehicle No.

TEMPORARY VEHICLE REGISTRATION
USED TO TRANSFER PLATES
Expires 15 days after delivery date

Plate transferred from: Year ____ Make ____

Vehicle No.	Plate No.	Temp. Expiration Date
		04/01/2014

VEHICLE USE AND HISTORY DISCLOSURE:

☐ A POLICE VEHICLE
☐ A GOVERNMENT VEHICLE
☐ TAXI
☐ VEHICLE HAS BEEN FLOOD-DAMAGED
☐ A SALVAGE TITLE HAS PREVIOUSLY BEEN ISSUED
☐ _____

ODOMETER MILEAGE

The following section must be completed when odometer disclosure is required. The odometer mileage reading must match the mileage reading disclosed to the purchaser on the title and/or mileage statement.

NO TENTHS

☐ actual mileage ☐ not actual mileage ☐ exceeds mechanical limits of odometer

Factory Installed Accessories ☐ Factory List Affixed to Vehicle

Dealer Installed Accessories When Optional to Purchaser

REMARKS:

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLES ONLY
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

"I CERTIFY I SOLD THIS VEHICLE TO THE PURCHASER NAMED IN THIS FORM. I HEREBY WARRANT THE TITLE TO THE VEHICLE AND CERTIFY THAT THE VEHICLE IS SUBJECT ONLY TO THE SECURITY INTERESTS NAMED ABOVE."

Dealer's Signature ____ Title SALES

Expires on Month	Day	Year	Months	
10	01	2014	01	☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

Year	Make	Body Style	Code	County
2014	JEEP	STA-WAGON	01	28

Vehicle No.	Fee Category/Weight	License Fee
1C4RJFBG2EL [redacted]	30	137.50

Driver License No./PIDs of All Owners/Lessees
1) [redacted] 3)
2) 1324 465 057 681

County of Residence

Title: 5.00

Title Late Fee: N/A

Complete Names and Addresses of All Owners or Lessors
[redacted]
PETOSKEY MI [redacted]

Tax: 2785.00

Transfer Fee: N/A

Total-Trans. to #4: 2937.50

Complete Names and Addresses of All Lessees

Full Rights to Survivor: Yes ☒ No ☐

Insurance Company	Policy No. or Binder No.
STATE FARM	[redacted]

First Secured Interest: CHRYSLER CAPITAL
Address: PO BOX 961272
City-State Zip: FT WORTH TX 76161
Filing Date: 03/17/2014

Second Secured Interest:
Address:
City-State Zip:
Filing Date:

1. PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)		30,350.00
2. OTHER TAXABLE CHARGES (Documentary Fee, Service Fee, Temp. Reg. Fee, Etc.)		75.00
3. TOTAL TAXABLE PRICE		30425.00
4. (Above total) SALES TAX - LICENSE - TITLE		2937.50
5. NON-TAXABLE CHARGES (Labor, Service Contract, Etc.)		N/A
6. TOTAL DELIVERED PRICE		33362.50
7. CASH ON DEPOSIT		N/A
8. CASH DUE ON DELIVERY		500.00
9. TRADE-IN	$ N/A	
10. LESS LIEN	$ N/A	N/A
11. TOTAL DOWN PAYMENT		500.00
12. UNPAID BALANCE TO BE FINANCED		32862.50
13. INSURANCE CHARGE *		N/A
14. TOTAL AMOUNT OF FINANCE CONTRACT		32862.50

*** TYPE OF INSURANCE**

WARNING: This Insurance is not PL/PD No Fault Insurance required by Michigan law.

☐ CREDIT LIFE ☐ HEALTH & ACCIDENT
☐ GAP INSURANCE N/A ☐ _____

Temporary Registration No. _____ Temporary Fee Charged Yes ☐ No ☐

Salesperson CHRISTIAN D TIBBITS

PURCHASER WARNING: DO NOT SIGN BLANK FORM

I am purchasing or leasing this vehicle and am applying for a Michigan certificate of title and registration or, if the lessee, applying for registration. I certify that my driver license is not suspended, revoked, or denied, as a repeat offender and I am eligible to purchase or register the vehicle. I further certify that if a tax exemption is shown above it is valid.

03/17/14 Date X _____ Date X _____

03/17/14 Date X _____ Date X _____

Date X _____ Date X _____

Purchaser's/Lessor's Signature(s) Lessee's Signature(s)

PURCHASERS NOTE: IF VEHICLE TITLE IS NOT RECEIVED WITHIN 30 DAYS, CONTACT THE BUREAU OF AUTOMOTIVE REGULATION AT 1-800-292-4204

Authority granted by P.A. 300 of 1949, as amended.

THIS FORM MUST BE TYPED ONLY

RD-108N 12/02

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: [redacted] Expires: 10/11/2014
ORIGINAL REGISTRATION
2014 JEEP STA WGN
Vehicle No.: 1C4RJFBM2EC[redacted]
K 256 390 429 782

Fee Cat. or Wt.: 000036
County: EMMET

[redacted]
PETOSKEY MI [redacted]

DCQ9186 J

License Fee: 130.00

03172014 TN C076 371 0265 2930.50

TR-1L

MICHIGAN REGISTRATION

RUTH JOHNSON
Secretary of State

Plate: DCQ9186 Expires: 10/11/2014
ORIGINAL REGISTRATION
2014 JEEP STA WGN
Vehicle No.: 1C4RJFBM2EC452089
K 256 390 429 782

Fee Cat. or Wt.: 000036
County: EMMET

[redacted]
PETOSKEY MI [redacted]

DCQ9186 J

License Fee: 130.00

03172014 TN C076 371 0265 2930.50

TR-1L

EXHIBIT B

FORD • LINCOLN • CHRYSLER • DODGE • JEEP • RAM

BROWN MOTORS

• Selling Transportation Since 1898 •

2170 North US-31
Petoskey, Michigan 49770
(231) 439-3673
www.brownmotors.com

CUSTOMER NO. [redacted]	ADVISOR: JEFFREY INGALLS 1221	TAG NO.: 2089	INVOICE DATE: 05/13/14	[redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 594	COLOR: WHITE/	
PETOSKEY, MI [redacted]	YEAR / MAKE / MODEL: 14/JEEP/GR CHEROKEE/GRAND CHEROKEE L		DELIVERY DATE: 03/17/14	DELIVERY MILES: 7	
[redacted]	VEHICLE I.D. NO.: 1C4R1FBM2EC[redacted]		SELLING DEALER NO.: BROWN MOTOR	PRODUCTION DATE	
	F. T. E. NO.	P.O. NO.	R.O. DATE: 04/07/14		
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS			

MO: 608

JOB# 1 CHARGES

LABOR

CUSTOMER STATES THE CHECK ENGINE LIGHT IS ON. IT IS SHOWING
DEF LOW AND SERVICE DEF SYSTEM. CHECK AND ADVISE.
DOWN STREAM NOX SENSOR WAS BAD
CODE P229E WAS SET,RANDY WAS UP HERE HELPED DIAG SYSTEM
FOUND SENSOR WAS BAD,IT WAS A SOLD UNIT WITH 594 MILES
TOOK DIFFERENT JEEP AND REMOVED SENSOR,INSTALLED IN THIS
JEEP,RESET SCR TIMER,DROVE WITH MESSAGE TELLING US ONLY
195 MILES TO SHUT DOWN AFTER 1-1/2 MESSAGE CLEARED.FAULT
WAS GONE,RECHECK WITECH SYSTEM OK,RETURNED TO CUSTOMER
ORDERED PARTS WHEN IT GOT HERE INSTALL AND RESET THAT
JEEP CLEARED CODES DROVE OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	2	68035704-AB	FLUID DIE 01081080			WARRANTY
	3	4641780	STRAP TIE 08015011			WARRANTY
	1	68166852-AD	SENSOR EX 14029054			WARRANTY
					TOTAL - PARTS	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TECHNICIAN CERTIFICATION

1033 RICHARD BABCOCK M107798

TOTALS

PAY METHODS

CASH CHECK# CREDIT CARD

INHOUSE CHARGE

FORD FACILITY NO: F147515
CHRYSLR FACILITY NO:F103329

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

STATE REG. NO. F147515

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT. (P.A. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X

ALL PARTS ARE NEW
UNLESS OTHERWISE SPECIFIED

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURERS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.

Thank You

MICH. REG.# F-147515

PARTS & SERVICE HOURS
MON. - FRI. 7:30 AM - 5:30 PM

Thank you for your Business
Ford & Jeep

The Reynolds and Reynolds Company ERA/ZRMVE CC1994600 (01/11)

FORD • LINCOLN • CHRYSLER • DODGE • JEEP • RAM

BROWN MOTORS

• Selling Transportation Since 1896 •

2170 North US-31
Petoskey, Michigan 49770
(231) 439-3673
www.brownmotors.com

Ford LINCOLN CHRYSLER DODGE Jeep RAM

CUSTOMER NO. [redacted]	ADVISOR: JEFFREY INGALLS 1221	TAG NO.: 089	INVOICE DATE: 06/10/14	INVOICE NO. [redacted]	
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE: 1,880	COLOR: WHITE/	
PETOSKEY, MI [redacted]	YEAR / MAKE / MODEL: 14/JEEP/GR CHEROKEE/GRAND CHEROKEE L		DELIVERY DATE: 03/17/14	DELIVERY MILES: 7	
[redacted]	VEHICLE I.D. NO: 1 C 4 R J F B M 2 E C [redacted]		SELLING DEALER NO.: BROWN MOTOR	PRODUCTION DATE	
	F.T.E. NO.	P.O. NO.	R.O. DATE: 05/12/14		
RESIDENCE PHONE [redacted]	BUSINESS PHONE	COMMENTS: MO: 1885			

JOB# 1 CHARGES

LABOR

J# 1 50CHZ MISC CRUISE CONTROL UNITS: 0.00 TECH(S): 1275 WARRANTY

CUSTOMER STATES AT TIMES THE ADAPTIVE CRUISE CONTROL SHUTS
DOWN AND FOWARD COLLISION WARNING SHUTS OFF. CHECK/ADVISE.
ADAPTIVE CRUISE CONTROL SENSOR OUT OF ALIGNMENT.
PERFORMED AND FOLLWED BOTH VERTICAL AND HORIZONTAL
ADAPTIVE CRUISE CONTROL ALIGNMENT PROCEDURES
TEST DROVE TO VERIFY PROPER OPERATION

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
	1	4275086-AD	LABEL NON 14086100			WARRANTY
				TOTAL - PARTS		0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX CHCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR

J# 2 24CHZ MISC BODY ELECTRICAL UNITS: 0.00 TECH(S): 1033 WARRANTY

Added Operation (JEFF @ 05/20/2014 13:39)
DURING INSPECTION TECH FOUND PCM UPDATE 18-018-14
TSB
PERFORMED TSB UPDATE

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX CHCS JOB# 2 TOTAL 0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TECHNICIAN CERTIFICATION

1033 RICHARD BABCOCK M107798

TOTALS

PAY METHODS

CASH CHECK# CREDIT CARD

INHOUSE CHARGE FORD FACILITY NO: F147515
CHRYSLR FACILITY NO:F103329

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

CUSTOMER SIGNATURE

STATE REG. NO. F147515

CERTIFICATION
ALL REPAIRS AND PARTS LISTED WERE FURNISHED IN COMPLIANCE WITH MICHIGAN AUTO REPAIR ACT (P.A. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED

ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURERS. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCT.

Thank You

MICH. REG.# F-147515

PARTS & SERVICE HOURS
MON. - FRI. 7:30 AM - 5:30 PM

The Reynolds and Reynolds Company ERA/ZHUVL CC195460.0 (01/11)

CUETER

Chrysler Jeep Dodge

2448 Washtenaw Avenue
Ypsilanti, Michigan 48197
Phone: (734) 434-2424

ReGen
1409000012

Parts Ordered 2089**

SERVICE DEPT. HOURS
Monday
7:00 A.M. - 7:30 P.M.
Tuesday - Friday
7:00 A.M. - 6:00 P.M.
Saturday
8:00 A.M. - 4:00 P.M.

FACILITY REGISTRATION NUMBER F149685
FED I.D. NO. 38-3418820

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01CHZ001	LUBE OIL AND FILTER	MO	33.00	96CHZ070	15/45	MO	0.00
96CHZ075	7500	MI	0.00	96CHZ073	30/60/90	MO	0.00
96CHZ028	15/45	MO	0.00	96CHZ032	30/90	MO	0.00
96CHZ037	7500	MI	0.00	01CHZBUY1	BUY 1 GET 3 FREE.	MI	63.55

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO. **SERVICE** STATE REG# F149685

TERMS: CASH ☐ CREDIT CARD ☐ CHECK ☐ (PRIOR APPROVAL) OTHER ☐

VEHICLE I.D. NO. 1C4RJFBM2EC[redacted] | YEAR/MAKE/MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD LIMI | PRODUCTION DATE | STOCK NO. | LICENSE NO. [redacted]

[redacted]
PETOWSKI, MI [redacted]
Melony
State Farm - 855-341-8184

CUSTOMER NO.	SERVICE CONTRACT	DELIVERY DATE	DELIVERY MILES	SELLING DEALER NO.	R.O. DATE
69196					09/22/14

COLOR	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	CLAIM NO.
				5108

TURBO	MAKE	AIR COND.	P.S.	TRANS	MILEAGE	ADVISOR NO.	ADVISOR
N	CHZZ	Y	Y	A	7,665	285	KEVIN ADKINS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

RESIDENCE PHONE [redacted] | BUSINESS PHONE

TIME RECEIVED 09:58am | DATE/TIME PROMISED 09/22/14 08:00pm | PRIORITY 5

APPOINTMENT ☒ Yes ☐ No

DIAGBY 4:45pm

LABOR RATE

CELL: [redacted]

I hereby authorize the above repair work and the use of necessary materials and agree that you or your employees may operate the vehicle on streets, highways or elsewhere in case of fire, theft or any other cause beyond your control. You are not responsible for loss or delay in parts shipments by the supplier or damage to the vehicle or its contents caused by fire, theft or any other cause beyond your control. You are granted a lien on the vehicle for the amount of all repairs thereto. You are authorized to test the vehicle herein described on streets and highways or elsewhere as may be necessary for proper inspection. An express garage lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto. I understand that you will not be responsible for articles left in the above vehicle unless a specific written request is made and receipted for at the time the vehicle is delivered. You may operate the above vehicle until the repairs are completed and I will not hold you responsible for damages except for loss caused by your negligence. You may keep a copy of this order in lieu of my signature. You are authorized to return the parts replaced in making these repairs. You have my permission to road test the above vehicle and hereby release you from any liability for any damage to the vehicle during such road test. You are authorized to charge

CUETER

Chrysler Jeep Dodge

2448 Washtenaw Avenue
Ypsilanti, Michigan 48197
Phone: (734) 434-2424

SERVICE DEPT. HOURS
Monday
7:00 A.M. - 7:30 P.M.
Tuesday - Friday
7:00 A.M. - 6:00 P.M.
Saturday
8:00 A.M. - 4:00 P.M.

FACILITY REGISTRATION NUMBER F149685
FED I.D. NO. 38-3418820

RECOMMENDED SERVICES

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL
01CHZ001	LUBE OIL AND FILTER	MO	33.00	96CHZ070	15/45	MO	0.00
96CHZ075	7500	MI	0.00	96CHZ073	30/60/90	MO	0.00
96CHZ028	15/45	MO	0.00	96CHZ032	30/90	MO	0.00
96CHZ037	7500	MI	0.00	01CHZBUY1	BUY 1 GET 3 FREE	MI	63.55

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION

SALESPERSON NO.

S E R V I C E

STATE REG# F149685

TERMS: CASH ☐ CREDIT CARD ☐ CHECK ☐ (PRIOR APPROVAL) OTHER ☐

VEHICLE ID NO. 1C4RJFBM2EC[redacted]

YEAR/MAKE/MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD LIMI

PRODUCTION DATE | STOCK NO. | LICENSE NO. [redacted]

[redacted]
PETOWSKI, MI [redacted]

CUSTOMER NO. 69196 | SERVICE CONTRACT | DELIVERY DATE | DELIVERY MILES | SELLING DEALER NO. | R.O. DATE 09/22/14

COLOR | CONTRACT NO. | EXPIRATION DATE | EXPIRATION MILES | CLAIM NO. 5108

TURBO N | MAKE CHZZ | AIR COND. Y | P.S. Y | TRANS A | MILEAGE 7,665 | ADVISOR NO. 285 | ADVISOR KEVIN ADKINS

ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

RESIDENCE PHONE [redacted] | BUSINESS PHONE

TIME RECEIVED 09:58am | DATE/TIME PROMISED 09/22/14 08:00pm | PRIORITY 5

APPOINTMENT ☑ Yes ☐ No

LABOR RATE

CELL: [redacted]

I hereby authorize the repair work herein set forth to be done along with the necessary materials and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delay in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garage keeper's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. I understand that pursuant to said express garage keeper's lien, I have no right of possession to the above vehicle until the repairs thereto have been paid in full or until you and/or your employees have voluntarily released the vehicle to me.

X _____ CUSTOMER SIGNATURE

THE ONLY WARRANTIES APPLYING TO THIS PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

JOB

WILL RESET TO RADIO INSTEAD OF NAVIGATION

AUTHORIZED ADDITIONS | DATE | TIME | BY

CONTACT NAME - APPROVAL (INITIALS) | CONTACT IN PERSON ☐ ☐ PHONE

JOB #1,

JOB #2

JOB #3

JOB #4

Noted Prior Damage: None ☐ Frt. End ☐ Rt. Fend ☐ Rt. Doors ☐ Rt. Q. ☐ Rear End ☐ L.Q. ☐ L. Door(s) ☐ L. Fend. ☐ Roof ☐ Interior ☐

90917

The Reynolds and Reynolds Company ERAMTWO2E CO821534 Q (04/12)