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

1261414
Rose

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

[+] Member, PA Bar
[*] Member, NJ Bar
[#] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[$] Member, MD Bar
[•] Member, OH Bar
[§] Member, MI Bar
[°] Member, NH Bar
[~] Member, CT Bar
[a] Member, TN Bar
[#] Member, WY Bar
[¥] Member, DC Bar
[€] Member, CA Bar
[°] Member, WI Bar
[»] Member, TX Bar
[£] Member, WV Bar
[!] Member, CO Bar
[$] Member, FL Bar
[∩] Member, IL Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[*+§-^]
ROBERT A. RAPKIN[-]
ANGELA K. TROCCOLI[~a]
AMY L. BENNECOFF GINSBURG[*+#¥€]
TARA L. PATTERSON[-]
W. CHRISTOPHER COMPONOVO[-#]
JASON L. GRESHES [+*-]
JOHN A. DINGLE[*]
ROBERT E. WILLIAMS[*]
SHANNON R. HARKINS[*]
CHAD P. DOMAN[-]
RYAN FITZGERALD[-]
RAYMOND F. KEENAN[*∩]

1-800-LEMON LAW
www.lemonlaw.com

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

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

April 29, 2015

Chrysler Group LLC – Via FedEx
Keith Rose, Esquire – Via Email mail@theroselawfirm.com

RECEIVED
MAY - 5 2015
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

RE: Pre-Lit Program
[redacted] V. FCA US LLC
Vehicle Type: 2014 JEEP GRAND CHEROKEE ECODIESEL
VIN: 1C4RJFCM7E[redacted]

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with their 2014 Jeep Grand Cherokee EcoDiesel. I am attaching the client's sales and service documents for your review. As you can see, my client has has returned to the dealership for various defects in the vehicle.

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

I look forward to hearing from you.

Very truly yours,

Robert M. Silverman

RMS/es
Enclosure

FCA US LLC
Office of the General Counsel
MAY 01 2015
By FEDEX Mail/Reg. Agent/ Sec. of State/Proc.Server

ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[a,c]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, MI Bar
[i] Member, NH Bar
[j] Member, CT Bar
[k] Member, TN Bar
[l] Member, WY Bar
[m] Member, DC Bar
[n] Member, CA Bar
[o] Member, WI Bar
[p] Member, TX Bar
[q] Member, WV Bar
[r] Member, CO Bar
[s] Member, FL Bar

KIMMEL & SILVERMAN P.C.

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AMY L. BENNECOFF GINSBURG[a,b,d,g,l]
TARA L. PATTERSON[a]
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PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

April 21, 2015

VIA FAX ONLY
518-869-3334

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

Re: **Mr[redacted] v. FCA US LLC**
Vehicle: 2014 Jeep Grand Cherokee EcoDiesel
Date of Purchase: 10/01/2013
Place of Purchase: East Hills Chrysler, Greenvale
VIN: 1C4RJFCM7EC[redacted]

Dear Sir/Madam:

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

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

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

Very truly yours,

Robert M. Silverman
KIMMEL & SILVERMAN, PC

RMS\es
cc: Valeriy Kleyman

CHRYSLER DODGE JEEP MOPAR

east hills

CHRYSLER JEEP DODGE & RAM

2300 NORTHERN BLVD. GREENVALE, N.Y. 11548
(516) 621-9191 FAX 621-3995
www.easthillsjeep.com

DATE	INVOICE NO.	STOCK NO.	KEY
11/13/2013	0047111	GC3353	

SOURCE 10 12 20 SALESMAN NUMBER 1

SOLD TO [redacted]

ADDRESS [redacted]
EAST STROUDSBURG, PA [redacted]

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2014	JEEP	GR CHEROKEE	NEW	1C4RJFCM7EC[redacted]

SALESMAN ~~BRETT NEWMAN S69533L~~ KEY NOS. M2331

OPTIONAL EQUIPMENT AND ACCESSORIES

COLOR: BRILLIANT BLACK CRYSTAL
LEATHER TRIMMED SEATS
OFF ROAD ADVENTURE II
ENGINE BLOCK HEATER
ECODIESEL ENGINE
LOANER CAR FOR WARRANTY AND SCHEDULED MAINTENANCE
SERVICE WHEN PERFORMED AT EAST HILLS SERVICE DEPT
EAST HILLS AUTO AWARDS MEMBER

11/1 70

THIS INVOICE CONSTITUTES FINAL SETTLEMENT FOR PURCHASE PRICE OF THIS VEHICLE INCLUDING ALL MANUFACTURERS REBATES, INCENTIVES AND FINANCE PROGRAMS.

All warranties on this vehicle are the manufacturer's. 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 the vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

**Filing fee includes administration cost to process all documents, including lease, and financial documents, as well as additional negotiated profit (if any) to the seller.

"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). *THIS IS NOT A DMV FEE* *$75.00"

*The optional dealer registration or title application processing fee ($75.00 maximum) and special plate processing fee ($5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

"If this motor vehicle is classified as a used motor vehicle DEALER NAMED ABOVE certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery." DEALER FACILITY NO. R 130 1371.

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
~~2010~~	~~JEEP~~	~~WRANGLER~~	~~1J4HA6H10AL~~[redacted]

"THE PRICE LABEL REQUIRED BY FEDERAL LAW WAS ATTACHED TO THIS VEHICLE WHEN IT WAS DELIVERED TO ME.

DATE: ~~11/13/2013~~ SIGNED:

PRICE OF CAR

		ACCT NO.	SALE	KEY
50.596		430	~~53337.65~~	
116C 375(1)				
315A (375)				
116C2 462(1)				
609B (462)				
2018/30/F316				
127/350+900	$141		~~995.00~~	
303A 72-		458A		
~~NY TIRE RECYCLE~~		482A	~~12.50~~	
SERVICE CONTRACT		207	~~NA~~	
~~LICENSE & TITLE~~			~~345.00~~	
~~DMV INSPECTION~~			~~10.00~~	
CAR DEAL NO. ~~MONROE~~ 646-251-5567			0047111	
NYS SALES TAX		2150	~~1672.14~~	
~~FILING FEE**~~		215E	~~249.00~~	
~~XXXXXXXXX~~ LICENSE & TITLE & DOC. FEE *		609	~~75.00~~	
	TOTAL CASH PRICE		~~56696.29~~	

SETTLEMENT

DEPOSIT	202 ->	~~1000.00~~
AUTO REWARDS REDEMPTION		NA
REBATE		NA
CASH ON DELIVERY	N/A	~~345.00~~
		~~26463.65~~
USED CAR ALLOWANCE PAYMENTS MONTHS 72 DOLLARS 867.06 PER MONTH		
	TOTAL	~~26463.65~~
LIEN PAYOFF	201B	
FINANCE CONTRACT ~~TD AUTO FINANCE LLC~~	106	~~55351.29~~
	111	
	111	
	127	
	TOTAL	~~56696.29~~
VALUE OF TRADE STOCK NO.		

The Reynolds and Reynolds Company RO11632 Q (08/12)

04/29/2015 WED 10:55 FAX 002/003

Daily Rentals
Long Term Leasing

CHRYSLER DODGE JEEP RAM

east hills
CHRYSLER JEEP DODGE & DODGE TRUCKS
www.easthillsjeep.com

2300 Northern Blvd.
GREENVALE, NEW YORK 11548
Phone (516) 621-9191
FAX 621-3995

VEHICLE CASH PURCHASE AGREEMENT

No. 45988

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYER [redacted] SALESPERSON BRETT [redacted]LS

STREET [redacted] PHONE NO. [redacted]

CITY E. STROUDSBURG STATE PA ZIP [redacted] Email [redacted]

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)

THE VEHICLE

YEAR			MAKE	MODEL	SERIES
2014	☒ NEW ☐ USED ☐ DEMONSTRATOR		JEEP	GR. CHEROKEE	OVERLAND
TYPE	COLOR	TRIM	MILEAGE	V.I.N.	
4x4	BILLET SILVER	BLACK		N.A.	

ESTIMATED DEL. DATE

IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.

STOCK NO (IF RESERVED) N.A.

PLACE OF DELIVERY: EAST HILLS CHRYSLER JEEP DODGE & DODGE TRUCKS

THE PRICE

DEALER FACILITY NO. 130 1371

VEHICLE PRICE ALL STANDARD EQUIP + (+)	$	51329	-
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) (+)			
FACTORY INSTALLED EQUIPMENT (+)			
+ 3.0L TURBO DIESEL	+ SINGLE DISC	GAS 45	-
+ ENGINE BLOCK HEATER			
+ QUADRA DRIVE II	CD PLAYER		
+ ADVANCED TECH. GROUP			
+ OFF ROAD ADVENTURE II			
DEALER INSTALLED EQUIPMENT AND SERVICES (+)			

SPECIAL FACTORY ORDERS CANNOT BE CANCELLED

FINAL PRICE INCLUDES ALL REBATES AND INCENTIVES

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

Customer Initials: _____ Date: _____

THE TRADE-IN

DESCRIPTION OF TRADE

YEAR	MILEAGE	MAKE	MODEL	COLOR
2010		JEEP	WRANGLER	

PLATE NO.	EXP. DATE	V.I.N.

TRADE-IN IS CLEAR OF ALL LIENS EXCEPT: AMOUNT OWED $ ALL

FINANCE		
PAYMENT SUBJECT		
TO 750 FICO SCORE TOTAL	51374	-
LESS TRADE-IN CREDIT (-) (BUYER SEE 1 AND 6(b) ON BACK)	25000	-
CASH PRICE	$26374	-

ALL IN-STOCK VEHICLES MUST BE DELIVERED WITHIN 48 HOURS OF PURCHASE.

***THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE ($75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE ($5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE. **NEW YORK STATE LAW REQUIRES US TO ACCEPT AND MANAGE WASTE TIRES FROM VEHICLES IN EXCHANGE FOR AN EQUAL NUMBER OF NEW TIRES THAT WE SELL OR INSTALL. WE ARE REQUIRED TO CHARGE A SEPARATE AND DISTINCT WASTE TIRE MANAGEMENT AND RECYCLING FEE OF $2.50 FOR EACH NEW TIRE WE SELL. ANY ADDITIONAL TIRE MANAGEMENT RECYCLING COSTS ARE INCLUDED IN THE ADVERTISED PRICE OF THE NEW TIRE.

* FILING FEE INCLUDES ADMINISTRATIVE COSTS TO PROCESS ALL DOCUMENTS, INCLUDING LEASE, AND FINANCE DOCUMENTS, TRAVEL EXPENSES TO AND FROM REQUIRED FACILITIES, AS WELL AS ADDITIONAL PROFIT (IF ANY) TO THE SELLER.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

SPECIAL NOTICE TO CONSUMER

IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

TAXES AND OTHER FEES

SALES TAX 6.25 %	(+)	1648	38
*DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES (IF APPLICABLE). THIS IS NOT A DMV FEE * $75.00 * ***	(+)	75	00
REGISTRATION FEE (ESTIMATE)		TBD	-
FILING FEE *		249	-
INSPECTION FEE	(+)	10	00
NYS REQUIRED TIRE RECYCLING FEE** ($2.50 per tire)	(+)	$ 12	50
TOTAL CASH PRICE DELIVERED		$28368	88
REBATES			
AUTOAWARDS			
LESS CASH DEPOSIT SUBMITTED WITH ORDER	(-)	1000	-
PLUS BALANCE OWING ON TRADE-IN	(+)	28300	-
CASH DUE ON DELIVERY		$	

I have read the terms on the back [redacted] nt.

BUYER'S SIGNATURE [redacted] DATE: 8/30/14

CO-BUYER'S SIGNATURE _____ DATE: _____

SELLER APPROVED BY: _____ DATE: _____

SEE OTHER SIDE FOR ADDITIONAL TERMS

FINAL SETTLEMENT MUST BE MADE IN CASH OR CERTIFIED CHECK. ALL TRADES WILL BE SUBJECT TO LIFT CHECK AT TIME OF DELIVERY.

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: MAY 31, 2015

VALID: 06/07/14

PLATE: [redacted]

TITLE: 72727399801 KL

VIN: 1C4RJFCM7EC[redacted]

YR/MAKE: 2014 JEEP

TYPE: SW

WID: 14158 0341 000248-001

[redacted]

[redacted]

OUDSBURG PA 18301

[redacted]

that I have received
ions of Section 3709 of the Vehicle

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	4325	01/17/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00824

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	PROD DATE	SERV ADV.	TERMS
2816567	[redacted]	[redacted]	- -	GC3353	00/00/00	4	CASH

CUST LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
130.0	11/13/13	8	4325	01/08/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states THAT ON THE DASH READS DEISEL SYSTEM PROBLEM SEE DEALER
Cor CHECKED AND FOUND CODE # B1297-25 SENSOR FAILURE, CHECKED AND FOUND EXHUAST ENJECTOR AND FOSE CAME APART. REPLACED THE INJECTOR AND HOSE

0	D1			W	
	68145551AF	HOSE SUPPL	1	W	
	68232842AA	INJECTOR DOSAG	1	W	
		Line Total.....			

B +
Com Customer states PAYING FOR DIESEL FLUID

	D99				
	68035704AB	FLUID DIESEL E	4	C	65.80
		Line Total.....			65.80

Warranty Claim Type: W Authorization Code:

Parts	65.80
Sales Tax	5.68
TOTAL-CUST-CRCARD	71.48

CUSTOMER COPY - PAGE 01 Printed: 01/17/2014 @ 13:13

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00000

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]	[redacted]	- -	GC3353	00/00/00	11	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV.DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E627250114300036494 4

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
A						
Com Customer states rearview camera inop						
Cor refalsahed system checked camera opertaion ok						
0			D11		W	
68137943AG CAMERA BACK UP				1	W	
				Line Total.....		
B						
Com Customer states check trans was stuck in third gear						
Cor reflashed tcm road tested ok						
0			D11		W	
				Line Total.....		
C						
Com Customer states check engine light on						
Cor reflashed pcm						
0			D11		W	
				Line Total.....		
D						
Com Customer states radio freezes up touch screen does not work						
Cor performed radio update to 14.25						
0			D11		W	
				Line Total.....		

CUSTOMER COPY - PAGE 01 Printed: 10/09/2014 @ 09:30

STATEMENT OF DISCLAIMER

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	DEVICE NO.
1C4RJFCM7EC[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00000

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2516557	[redacted]		- -	GC3353	00/00/00	11	CASH

CUST LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP. CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT

E
Com LOANER CAR PROVIDED AT NO CHARGE- $55.00 VALUE PER DAY
Cor provided customer with loaner car
LC D99
Line Total.....

F +
Com Customer states recall p36
Cor completed
0 D11 W
CBXDP361AA SPACER VISOR 1 W
Line Total.....

G +
Com Customer states rrt 14-028
Cor completed
0 D11 W
Line Total.....

H +
Com Customer states rrt 14-050
Cor completed
0 D11 W
Line Total.....

CUSTOMER COPY - PAGE 02 Printed: 10/09/2014 @ 09:30

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA 1[redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00000

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	11	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E62725011430003649 44

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
I +						
Com Customer states rrt 14-075						
Cor completed						
	0		D11		W	
		68257352AA	KIT TIE STRAP	1	W	
			Line Total.....			
J +						
Com Customer states def light on						
Cor refer to reflashes						
			D11			
			Line Total.....			

Warranty Claim Type: W Authorization Code:

TOTAL-CUSTOMER NoCharge

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2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	27659	11/11/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00387

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV.ADV.	TERMS
2516587	[redacted]	[redacted]	- -	GC3353	00/00/00	3	CASH

CUST.LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV. DATE	
135.0	11/13/13	8	27656	11/10/14	11/13/13	E62725011430003649 44

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL CD	TECH	HOURS/QTY	TYPE	AMOUNT
A						
Com	Customer states rrt 14-087					
	0		D6		W	
		4275086AD	LABEL	1	W	
				Line Total.....		
B						
Com	Customer states check engine light is on					
Cau	tech found stored codes in system p20ee-00, u0403-00					
Cor	flashed pcm					
	0		D6		W	
				Line Total.....		
C						
Com	Customer states check service 4wd light comes on and cruise and adaptive cruise control stop working, acc inop, comes on after a short drive					
Cor	road tested, all ok after software update					
			D6			
				Line Total.....		

Warranty Claim Type: W Authorization Code:

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	27659	11/11/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00387

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2516567	[redacted]	[redacted]7	- -	GC3353	00/00/00	3	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	27656	11/10/14	11/13/13	E627250114300036494

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP CODE	FAIL CD	TECH	HOURS/QTY	TYPE	AMOUNT
					TOTAL-CUSTOMER	NoCharge

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2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	28639	12/04/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	C0117

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	3	CASH

CUST.LABOR RATE	DELIV. DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	28635	11/22/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #RL301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states check engine light is on
Cau check and found multi codes in system
found service bulletin # 18-018-14 for code p20ee-00
Cor perform update to pcm module
clear code
0 D6 W
68214628AA MOTOR KITAXLE 1 W
Line Total.....

B
Com Customer states service 4wd light is on
Cau check and found multi codes in system-
codes-p20ee-u0403-c2221-b1d9b-c2227-c148f
Cor code rear differential measured motor- circuit current out of range
found motor internal failure-replace moto -clear codes
0 D1 W
Line Total.....

C +
Com tech found def fluid low
Cor added fluid
D6

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EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	28639	12/04/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO
14	JEEP	GR CHEROKE	BK	00117

CUST NO	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD DATE	SERV ADV	TERMS
2316567	[redacted]		- -	GC3353	00/00/00	3	CASH

CUST LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	28635	11/22/14	11/13/13	E62725011430003649 44

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
	68035704AB FLUID DIESEL E			6	C	102.36
			Line Total.....			102.36

Warranty Claim Type: W Authorization Code:

Parts	102.36
Sales Tax	8.83
TOTAL-CUST-CRCARD	111.19

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER DO
2300 NORTHERN BLVD
GREENVALE NY 115481210
516-621-9191

TERMINAL ID.: 002
MERCHANT #: 5482352

VISA
[redacted]2285 EXP:**/** KEY ENTERED
SALE
BATCH: 000365 INV: 000002
Dec 04, 14 11:11
REF#: 000002032713 AUTH: 005240

TOTAL $111.19

CUSTOMER COPY

east hills
CHRYSLER JEEP
DODGE & DODGE TRUCKS

2300 Northern Blvd.
Greenvale, NY 11548
516-621-9191
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	29339	01/10/15	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00049

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	6	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	29334	12/12/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states check engine light is on ran
scan test fault codes p2ba9 p20ee active reflashed pcm to 68273397
Cau ab road tested and rescaned fault code p20ee found tsb18-045-14 checke
d def system ok as per star line replaced dosing injector sensor and g
Cor asket drilled out exhaust stud and replaced cat converter also reflash
ed pcm road tested ok

0	D11			W
	68243268AB	CONVERTERCATA	1	W
	5146663AC	SENSOR EXHA	1	W
	68160679AB	GASKET EXHAUS	1	W
	68234976AA	GASKET DIES	1	W
	68232842AB	INJECTOR DOSAG	1	W
	6507746AA	BOLT EXHAU	3	W
	4682810AB	NUT HEX F	3	W

Line Total.....

B
Com Customer states message on dash came on and off-
incorrect def fluid
Cor refer to line a

D11

Line Total.....

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east hills
CHRYSLER JEEP
DODGE & DODGE TRUCKS

2300 Northern Blvd.
Greenvale, NY 11548
516-621-9191
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	29339	01/10/15	[redacted]0

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00049

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	6	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	29334	12/12/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

C
Com Customer states check blue tooth-hard to hear from out calls
cust have iphone 5s
Cor operates as designed
D11

Line Total.....

Warranty Claim Type: W Authorization Code:

Non-Prepaid Special Order Parts:

SOR#	PART#	DESCRIPTION	Qty
010016	5146661AB	SENSOR	1
010016	5146662AB	SENSOR EXH TMP	1

TOTAL-CUSTOMER NoCharge

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SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE IN	DATE IN/TIME	R.O. NO.
1C4RJFCM7EC[redacted]	33959	03/19/15 19:20	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00940

CUST NO	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	IN SERV DATE	SERV ADV	PROMISED
2516557	[redacted]		- -	GC3353	11/13/13	14 5817	

CUST LABOR RATE	DELIV DATE	DELIV MILES	OTHER PHONE		MILES OUT	AUTO AWARDS
135.0	11/13/13	8	- -			E627250114300036494 4

AUTHORIZED BY: X _____
ADDITIONAL WORK 1) _____
ADDITIONAL WORK 2) _____
TIME _____ DATE _____ ADVISOR _____

NY STATE REPAIR SHOP# 1301371

I 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. I hereby grant you permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X _____ ___CASH ___CHARGE

LN TYPE OP-CODE TECH

A C
Customer states DEF GAUGE IS NOT ACCURATE

B C
Customer states TRANSMISSION BANGS WHILE ACCELERATING IN AM

C W D11
Customer states CHECK ENGINE LIGHT IS ON. CHECK

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

R.O.#	DATE	MILES	S.A.	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC
25350	12/12/14	29334	6	N	D11	check engine	I	D11	message on d	I	D11	check blue t
23911	11/22/14	28635	3	N	D6	check engine	M	D1	service 4wd	C	D6	tech found d
22942	11/10/14	27656	3	N	D6	rrt 14-087	M	D6	check engine	I	D6	check servic
20469	10/ 6/14	24703	11	N	D11	rearview cam	M	D11	check trans	M	D11	check engine
				N	D11	radio freeze	ILC	D99	LOANER CAR P	M	D11	recall p36
				N	D11	rrt 14-028	M	D11	rrt 14-050	M	D11	rrt 14-075
				I	D11	def light on						

BASED ON CURRENT MILEAGE THE MANUFACTURER RECOMMENDS THE FOLLOWING SERVICES

MILES	MONTH	OP-CODE	DESCRIPTION	MILES	MONTH	OP-CODE	DESCRIPTION
6000	6	02	ROTATE TIRES		12	05	NEW YORK STATE SAFETY INSPECTION
	12	06	NEW YORK STATE SAFETY/EMISSIONS IN	12000		16	MAINTENANCE SCHEDULE 3000 MILE SER
9000		18	MAINTENANCE SCHEDULE 9000 MILE SER	18000		24	JEEP MAINTENANCE SCHEDULE 18,000 M

[redacted]

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE IN	DATE IN/TIME	R.O. NO.
1C4RJFCM7EC[redacted]	33959	03/19/15 19:20	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00940

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	IN-SERV DATE	SERV ADV	PROMISED
251656)	[redacted]		- -	GC3353	11/13/13	14 5817	

CUST LABOR RATE	DELIV.DATE	DELIV MILES	OTHER PHONE		MILES OUT	AUTO AWARDS
135.0	11/13/13	8	- -			E62725011430003649 44

AUTHORIZED BY:X _____
ADDITIONAL WORK 1)_____
ADDITIONAL WORK 2)_____
TIME_____ DATE_____ ADVISOR_____

NY STATE REPAIR SHOP# 1301371

I 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. I hereby grant you permission to operate the vehicle herein on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto.

X _____ ___CASH ___CHARGE

LN	TYPE	OP-CODE	TECH
A	C		

Customer states DEF GAUGE IS NOT ACCURATE

LN	TYPE	OP-CODE	TECH
B	C		

Customer states TRANSMISSION BANGS WHILE ACCELERATING IN AM

LN	TYPE	OP-CODE	TECH
C	W		D11

Customer states CHECK ENGINE LIGHT IS ON. CHECK

SHOWN BELOW ARE THE MOST RECENT SERVICES PERFORMED ON YOUR VEHICLE

R.O.#	DATE	MILES	S.A.	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC	OP-CODE	TECH	DESC
25380	12/12/14	29334	S	W	D11	check engine	I	D11	message on d	I	D11	check blue t
23911	11/22/14	28635	3	W	D5	check engine	W	D1	service 4wd	C	D6	tech found d
22942	11/10/14	27656	3	W	D5	rrt 14-087	W	D6	check engine	I	D5	check servic
20469	10/ 6/14	24703	11	W	D11	rearview cam	W	D11	check trans	W	D11	check engine
				W	D11	radio freeze	ILC	D99	LOANER CAR P	W	D11	recall p36
				W	D11	rrt 14-028	W	D11	rrt 14-050	W	D11	rrt 14-075
				I	D11	def light on						

BASED ON CURRENT MILEAGE THE MANUFACTURER RECOMMENDS THE FOLLOWING SERVICES

MILES	MONTH	OP-CODE	DESCRIPTION	MILES	MONTH	OP-CODE	DESCRIPTION
6000	6	02	ROTATE TIRES		12	05	NEW YORK STATE SAFETY INSPECTION
	12	06	NEW YORK STATE SAFETY/EMISSIONS IN	3000		16	MAINTENANCE SCHEDULE 3000 MILE SER
9000		18	MAINTENANCE SCHEDULE 9000 MILE SER	18000		24	JEEP MAINTENANCE SCHEDULE 18,000 M

Repair Order Details

[redacted]
BROOKLYN, NY [redacted]

14 JEEP GR CHEROKE
VIN: 1C4RJFCM7EC[redacted]

RO [redacted]

Serv. Adv.	14						
RO Date	03/19/2015	Mileage In	33,959				
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A (WIP)

Op-Code: Type: Customer Pay Rate:

Complaint: Customer states DEF GAUGE IS NOT ACCURATE

Line Total $0.00

Line B (WIP)

Op-Code: Type: Customer Pay Rate:

Complaint: Customer states TRANSMISSION BANGS WHILE ACCELERATING IN AM

Line Total $0.00

Line C (WIP)

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states CHECK ENGINE LIGHT IS ON. CHECK

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	3.5	0.0	$392.18
		Labor Total	$392.18

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68249512AA	SENSOR PARTI	1	$529.38	$529.38
68053218AA	RELAY MINI	1	$24.74	$24.74
			Parts Total	$554.12
			Line Total	$946.30

RO 25350

Serv. Adv.	6			Invoice Version	B		
RO Date	12/12/2014	Mileage In	29,334	Invoice Date	01/10/2015	Mileage Out	29,339
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states check engine light is onran scan test fault codes p2ba9 p20ee active reflashed pcm to 68273397

Cause: ab road tested and rescaned fault code p20ee found tsb18-045-14 checked def system ok as per star line replaced dosing injector sensor and g

Correction: asket drilled out exhaust stud and replaced cat converter also reflashed pcm road tested ok

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	4.2	0.0	$462.76
		Labor Total	$462.76

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68243268AB	CONVERTERCATA	1	$1,110.66	$1,110.66
5146663AC	SENSOR EXHA	1	$122.83	$122.83
68160679AB	GASKET EXHAUS	1	$49.31	$49.31
68234976AA	GASKET DIES	1	$31.57	$31.57
68232842AB	INJECTOR DOSAG	1	$295.83	$295.83
6507746AA	BOLT EXHAU	3	$2.51	$7.53
4682810AB	NUT HEX F	3	$4.50	$13.50
		Parts Total		$1,631.23
		Line Total		$2,093.99

Line B

Op-Code: Type: Internal Pay Rate:

Complaint: Customer states message on dash came on and off- incorrect def fluid

Correction: refer to line a

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.0	0.0	$0.00
		Labor Total	$0.00
		Line Total	$0.00

Line C

Op-Code: Type: Internal Pay Rate:

Complaint: Customer states check blue tooth-hard to hear from out calls cust haveiphone 5s

Correction: operates as designed

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.0	0.0	$0.00
		Labor Total	$0.00
		Line Total	$0.00

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Warranty	552A	$462.76
Parts	Warranty	572A	$1,631.23
			$2,093.99

Receivable	Control No.	Acct No.	Amount
Warranty	25350	116	$2,093.99
			$2,093.99

Charges for [redacted]

Payable	Acct No.	Amount
		$0.00

Receivable	Control No.	Acct No.	Amount
			$0.00

RO [redacted]

Serv. Adv.	3			Invoice Version	B		
RO Date	11/22/2014	Mileage In	28,635	Invoice Date	12/04/2014	Mileage Out	28,639
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states check engine light is on
Cause: check and found multi codes in systemfound service bulletin # 18-018-14 for code p20ee-00
Correction: perform update to pcm moduleclear code

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D6	0.3	0.0	$33.05
		Labor Total	$33.05

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68214628AA	MOTOR KITAXLE	1	$686.81	$686.81
			Parts Total	$686.81
			Line Total	$719.86

Line B

Op-Code: Type: Warranty Pay Rate:
Complaint: Customer states service 4wd light is on
Cause: check and found multi codes in system-codes-p20ee-u0403-c2221-b1d9b-c2227-c148f
Correction: code rear differential measured motor- circuit current out of rangefound motor internal failure-replace moto -clear codes

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D1	1.4	0.0	$154.25
D6	0.0	0.0	$0.00
		Labor Total	$154.25
		Line Total	$154.25

Line C

Op-Code: Type: Customer Pay Rate:
Complaint: tech found def fluid low
Correction: added fluid

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68035704AB	FLUID DIESEL E	6	$17.06	$102.36
			Parts Total	$102.36
			Line Total	$102.36

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Warranty	552A	$187.30
Parts	Warranty	572A	$686.81
			$874.11

Receivable	Control No.	Acct No.	Amount
Warranty	23911	116	$874.11
			$874.11

Charges f[redacted]

Payable	Acct No.	Amount
Parts	570A	$102.36
SalesTax	215	$8.83
		$111.19

Receivable	Control No.	Acct No.	Amount
Credit Card	23911	110C	$111.19
			$111.19

RO [redacted]

Serv. Adv.	3			Invoice Version	B		
RO Date	11/10/2014	Mileage In	27,656	Invoice Date	11/11/2014	Mileage Out	27,659
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states rrt 14-087

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D6	0.2	0.0	$22.04
		Labor Total	$22.04

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
4275086AD	LABEL	1	$0.00	$0.00
			Parts Total	$0.00
			Line Total	$22.04

Line B

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states check engine light is on

Cause: tech found stored codes in system p20ee-00, u0403-00

Correction: flashed pcm

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D6	0.5	0.0	$55.09
		Labor Total	$55.09
		Line Total	$55.09

Line C

Op-Code: Type: Internal Pay Rate:

Complaint: Customer states check service 4wd light comes on and cruise and adaptive cruise control stop working, acc inop, comes on after a short drive

Correction: road tested, all ok after software update

Line Total $0.00

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Warranty	552A	$77.13
			$77.13

Receivable	Control No.	Acct No.	Amount
Warranty	22942	116	$77.13
			$77.13

Charges for K[redacted]

Payable	Acct No.	Amount
		$0.00

Receivable	Control No.	Acct No.	Amount
			$0.00

RO [redacted]

Serv. Adv.	11			Invoice Version	B		
RO Date	10/06/2014	Mileage In	24,703	Invoice Date	10/09/2014	Mileage Out	24,725
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states rearview camera inop

Correction: refalsahed system checked camera opertaion ok

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.4	0.0	$44.07
		Labor Total	$44.07

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68137943AG	CAMERA BACK UP	1	$271.61	$271.61
			Parts Total	$271.61
			Line Total	$315.68

Line B

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states check trans was stuck in third gear

Correction: reflashed tcm road tested ok

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.2	0.0	$22.04
		Labor Total	$22.04
		Line Total	$22.04

Line C

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states check engine light on

Correction: reflashed pcm

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.3	0.0	$33.05
		Labor Total	$33.05
		Line Total	$33.05

Line D

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states radio freezes up touch screen does not work

Correction: performed radio update to 14.25

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.2	0.0	$22.04
		Labor Total	$22.04
		Line Total	$22.04

Line E

Op-Code: LC Type: Internal Pay Rate:

Complaint: LOANER CAR PROVIDED AT NO CHARGE- $55.00 VALUE PER DAY

Correction: provided customer with loaner car

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D99	0.0	0.0	$0.00
		Labor Total	$0.00
		Line Total	$0.00

Line F

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states recall p36

Correction: completed

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	1.3	0.0	$143.23
		Labor Total	$143.23

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE

CBXDP361AA	SPACER VISOR	1	$1.21	$1.21
			Parts Total	$1.21
			Line Total	$144.44

Line G

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states rrt 14-028

Correction: completed

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.3	0.0	$33.05
		Labor Total	$33.05
		Line Total	$33.05

Line H

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states rrt 14-050

Correction: completed

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.2	0.0	$22.04
		Labor Total	$22.04
		Line Total	$22.04

Line I

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states rrt 14-075

Correction: completed

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.2	0.0	$22.04
		Labor Total	$22.04

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68257352AA	KIT TIE STRAP	1	$5.19	$5.19
			Parts Total	$5.19
			Line Total	$27.23

Line J

Op-Code: Type: Internal Pay Rate:

Complaint: Customer states def light on

Correction: refer to reflashes

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D11	0.0	0.0	$0.00
		Labor Total	$0.00
		Line Total	$0.00

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Warranty	552A	$341.56
Parts	Warranty	572A	$278.01
			$619.57

Receivable	Control No.	Acct No.	Amount
Warranty	20469	116	$619.57

Charges for [redacted]

Payable	Acct No.	Amount
		$0.00

Receivable	Control No.	Acct No.	Amount
			$0.00

$619.57

Serv. Adv.	4			Invoice Version	B		
RO Date	01/08/2014	Mileage In	4,325	Invoice Date	01/17/2014	Mileage Out	4,325
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.	2516567	Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: Type: Warranty Pay Rate:

Complaint: Customer states THAT ON THE DASH READS DEISEL SYSTEM PROBLEM SEE DEALER

Correction: CHECKED AND FOUND CODE # B1297-25 SENSOR FAILURE, CHECKED AND FOUNDEXHUAST ENJECTOR AND FOSE CAME APART. REPLACED THE INJECTOR AND HOSE

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D1	1.0	0.0	$110.18
		Labor Total	$110.18

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68145551AF	HOSE SUPPL	1	$254.31	$254.31
68232842AA	INJECTOR DOSAG	1	$295.83	$295.83
			Parts Total	$550.14
			Line Total	$660.32

Line B

Op-Code: Type: Customer Pay Rate:

Complaint: Customer states PAYING FOR DIESEL FLUID

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D99	0.0	0.0	$0.00
		Labor Total	$0.00

PART	DESCRIPTION	QTY	UNIT PRICE	EXT. PRICE
68035704AB	FLUID DIESEL E	4	$16.45	$65.80
			Parts Total	$65.80
			Line Total	$65.80

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Warranty	552A	$110.18
Parts	Warranty	572A	$550.14
			$660.32

Charges for [redacted]

Payable	Acct No.	Amount
Parts	570A	$65.80
SalesTax	215	$5.68
		$71.48

Receivable	Control No.	Acct No.	Amount
Warranty	02346	116	$660.32
			$660.32

Receivable	Control No.	Acct No.	Amount
Credit Card	02346	110C	$71.48
			$71.48

Serv. Adv.	8			Invoice Version	B		
RO Date	11/13/2013	Mileage In	15	Invoice Date	11/13/2013	Mileage Out	15
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.		Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00

Discount Coupon Amount	$0.00	Sales Tax? Y	Charge 1? N	Charge 2? N

Line A

Op-Code: NP Type: Internal Pay Rate:

Complaint: NEW VEHICLE P.D.I.- NYSISET RADIO PRESETS, CLOCKS, COMPASS12784479

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D14	0.3	0.0	$36.00
		Labor Total	$36.00
		Line Total	$36.00

Line B

Op-Code: GAS Type: Internal Pay Rate:

Complaint: FILL WITH UP TO $45.00 WORTH OF GAS

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D14	0.3	0.0	$36.00
		Labor Total	$36.00
		Line Total	$36.00

Summary of Charges

War/Int/SvCont Charges

Payable	Type	Acct No.	Amount
Labor	Internal	553A	$36.00
Labor-Other	Internal	555A	$36.00
			$72.00

Receivable	Control No.	Acct No.	Amount
Internal	GC3353	123	$72.00
			$72.00

Charges for [redacted]

Payable	Acct No.	Amount
		$0.00

Receivable	Control No.	Acct No.	Amount
			$0.00

RO [redacted]

Serv. Adv.	4			Invoice Version	B		
RO Date	11/11/2013	Mileage In	5	Invoice Date	11/12/2013	Mileage Out	5
Pay Method	Cash	G/L Group	0	Shop Charge?	N	Warr. Type	C
Customer Control No.		Warr. Auth. No.		Serv.Cont. Deduct.	$0.00	Warr. Deduct.	$0.00
Discount Coupon Amount	$0.00	Sales Tax?	Y	Charge 1?	N	Charge 2?	N

Line A

Op-Code: PP Type: Internal Pay Rate:

Complaint: PREP NEW VEHICLE- NO INSPECTIONSET RADIO PRESETS

TECH	BILL. HOURS	ACT. HOURS	AMOUNT
D14	1.0	0.0	$108.02
		Labor Total	$108.02
		Line Total	$108.02

Summary of Charges

War/Int/SvCont Charges

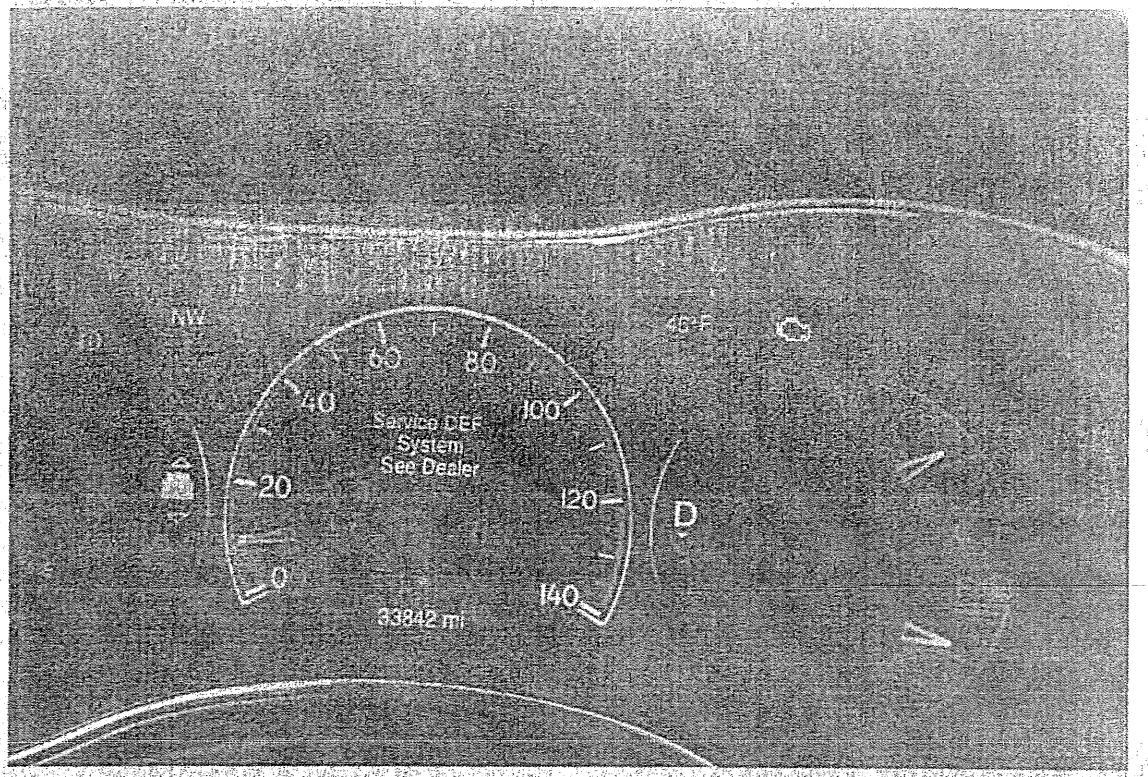
Payable	Type	Acct No.	Amount
Labor-Other	Internal	555A	$108.02
			$108.02

Charges for [redacted]

Payable	Acct No.	Amount
		$0.00

Receivable	Control No.	Acct No.	Amount
Internal	GC3353	123	$108.02
			$108.02

Receivable	Control No.	Acct No.	Amount
			$0.00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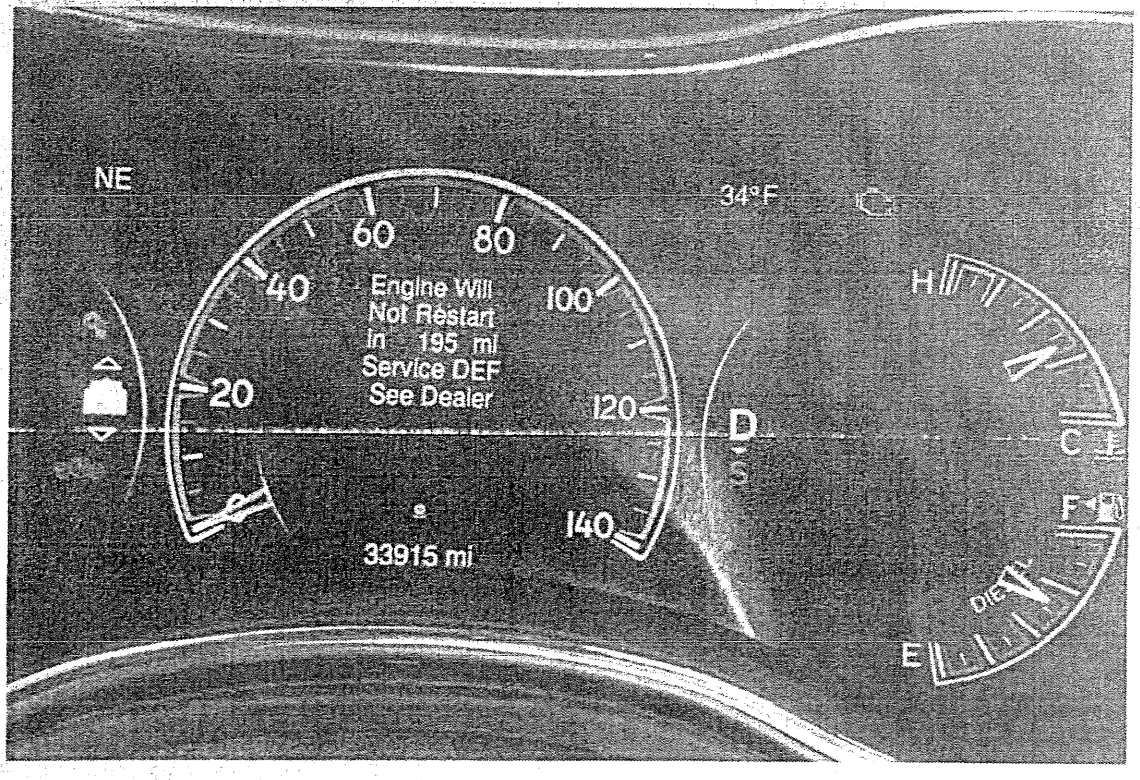
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Warranty Litigation Department
1000 Chrysler Drive
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#1261414
ERP to Case

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

[*] Member, PA Bar
[•] Member, NJ Bar
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Ambler, PA 19002
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F (215) 540-8817

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NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

June 22, 2015

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: [redacted] **V. FCA US LLC**
June Term 2015, No. [redacted]

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against FCA US LLC in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note**: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Robert M. Silverman

RMS\jh

FCA US LLC
Office of the General Counsel

JUN 30 2015

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

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
JUNE 2015
E-Filing Number: [redacted]

PLAINTIFF'S NAME	DEFENDANT'S NAME
[redacted]	FCA US LLC
PLAINTIFF'S ADDRESS [redacted] EAST STROUDSBURG PA [redacted]	DEFENDANT'S ADDRESS CIMS 485-13-32 1000 CHRYSLER DRIVE AUBURN HILLS MI 48326
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

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

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

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

FILED
PRO PROTHY
JUN 19 2015
D. SAVAGE

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

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

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT M. SILVERMAN	30 E. BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888 / FAX NUMBER: (215)540-8817	
SUPREME COURT IDENTIFICATION NO.: 55914	E-MAIL ADDRESS: rmsphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY: *ROBERT SILVERMAN*	DATE SUBMITTED: Friday, June 19, 2015, 10:42 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 03/17/2016
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a Judge.

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

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

Filed and attested by
PROTHONOTARY
15 JUN 2015 1:14 pm
M. BRANCH
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

[redacted]
East Stroudsburg, PA [redacted]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

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

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

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

AVISO

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

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

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

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[redacted]
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v.

FCA US LLC
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1000 Chrysler Drive
Auburn Hills, MI 48326

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

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

2. Defendant, FCA US LLC, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at CIMS 485-13-32, 1000 Chrysler Drive, Auburn Hills, MI 48326.

BACKGROUND

3. On or about November 13, 2013, Plaintiff purchased a new 2014 Jeep Grand Cherokee, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4RJFCM7EC[redacted]

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

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $51,374.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before January 08, 2014, when the vehicle odometer showed 4,325 miles. On that date, repair attempts were made to the dash displays a "diesel system problem see dealer" message. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before October 06, 2014, when the vehicle odometer showed 24,703 miles. On that date, repair attempts were made to the rearview camera is inoperable, the transmission is stuck in third gear, check engine light is on, radio freezes up, touch screen does not work and the DEF light is on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before November 10, 2014, when the vehicle odometer showed 27,656 miles. On that date, repair

attempts were made to the check engine light is on, service 4WD light comes on, cruise control and ACC are inoperable. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before November 22, 2014, when the vehicle odometer showed 28,635 miles. On that date, repair attempts were made to the check engine light is illuminated and the service 4WD light comes on. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before December 12, 2014, when the vehicle odometer showed 29,334 miles. On that date, repair attempts were made to the check engine light is illuminated, a message "incorrect DEF fluid" is displayed at times and the Bluetooth is not working properly. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

15. The sixth documented warranty repair attempt is believed to have occurred on or before March 19, 2015, when the vehicle odometer showed 33,959 miles. On that date, repair attempts were made to the DEF gauge is not accurate, transmission bangs when accelerating and the check engine light is illuminated. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "G".

16. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

20. East Hills Chrysler, Greenvale is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

21. On or about November 13, 2013, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

40. 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.

41. 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.

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

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

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

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

45. 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.

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

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

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

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

V E R I F I C A T I O N

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

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

Daily Rentals
Long Term Leasing

CHRYSLER DODGE JEEP RAM

east hills
CHRYSLER JEEP DODGE & DODGE TRUCKS
www.easthillsjeep.com

2300 Northern Blvd.
GREENVALE, NEW YORK 11548
Phone (516) 621-9191
FAX 621-3995

VEHICLE CASH PURCHASE AGREEMENT

No. 45988

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYER [redacted] SALESPERSON BRETT [redacted]IS

STREET [redacted] PHO[redacted]

CITY E. STROUDSBURG STATE PA ZIP [redacted] Email [redacted]

THE TRANSACTION

I ORDER AND AGREE TO PURCHASE FROM YOU, ON THE TERMS CONTAINED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE: (READ OTHER SIDE)

THE VEHICLE

YEAR	NEW	USED	DEMONSTRATOR	MAKE	MODEL	SERIES
2014	☒	☐	☐	JEEP	GR. CHEROKEE	OVERLAND

TYPE	COLOR	TRIM	MILEAGE	V.I.N.
4x4	BILLET SILVER	BLACK		N.A.

ESTIMATED DEL DATE

IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.

STOCK NO (IF RESERVED) N.A.

PLACE OF DELIVERY: EAST HILLS CHRYSLER JEEP DODGE & DODGE TRUCKS

THE PRICE

DEALER FACILITY NO. 130 1371

VEHICLE PRICE ALL STANDARD EQUIP + (+)	$	51329	-
TRANSPORTATION (IF NOT INCLUDED IN VEHICLE PRICE) (+)			
FACTORY INSTALLED EQUIPMENT (+)			
+ 3.0L TURBO DIESEL	+ SINGLE	GAS 45	-
+ ENGINE BLOCK HEATER	DISC		
+ QUADRA DRIVE II	CD PLAYER		
+ ADVANCED TECH. GROUP			
+ OFF ROAD ADVENTURE II			
DEALER INSTALLED EQUIPMENT AND SERVICES (+)			

72-3.9

SPECIAL FACTORY ORDERS CANNOT BE CANCELLED

FINAL PRICE INCLUDES ALL REBATES AND INCENTIVES

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

Customer Initials: _____ Date: _____

THE TRADE-IN

DESCRIPTION OF TRADE

YEAR	MILEAGE	MAKE	MODEL	COLOR
2010		JEEP	WRANGLER	

PLATE NO.	EXP. DATE	V.I.N.

TRADE-IN IS CLEAR OF ALL LIENS EXCEPT: AMOUNT OWED $ Ally

FINANCE		
PAYMENT SUBJECT		
TO 750 FICO SCORE TOTAL	51374	-
LESS TRADE-IN CREDIT (–) (BUYER SEE 1 AND 6(b) ON BACK)	25000	-
CASH PRICE	$26374	-

ALL IN-STOCK VEHICLES MUST BE DELIVERED WITHIN 48 HOURS OF PURCHASE.

***THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE ($75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE ($5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR FOR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE. **NEW YORK STATE LAW REQUIRES US TO ACCEPT AND MANAGE WASTE TIRES FROM VEHICLES IN EXCHANGE FOR AN EQUAL NUMBER OF NEW TIRES THAT WE SELL OR INSTALL. WE ARE REQUIRED TO CHARGE A SEPARATE AND DISTINCT WASTE TIRE MANAGEMENT AND RECYCLING FEE OF $2.50 FOR EACH NEW TIRE WE SELL. ANY ADDITIONAL TIRE MANAGEMENT RECYCLING COSTS ARE INCLUDED IN THE ADVERTISED PRICE OF THE NEW TIRE.

* FILING FEE INCLUDES ADMINISTRATIVE COSTS TO PROCESS ALL DOCUMENTS, INCLUDING LEASE, AND FINANCE DOCUMENTS, TRAVEL EXPENSES TO AND FROM REQUIRED FACILITIES, AS WELL AS ADDITIONAL PROFIT (IF ANY) TO THE SELLER.

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE CREDIT TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

SPECIAL NOTICE TO CONSUMER

IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.

TAXES AND OTHER FEES

SALES TAX 6.25 %	(+)	1648	38
*DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES, (IF APPLICABLE). THIS IS NOT A DMV FEE * $75.00 ***	(+)	75	00
REGISTRATION FEE (ESTIMATE)		TBD	-
FILING FEE *		249	-
INSPECTION FEE	(+)	10	00
NYS REQUIRED TIRE RECYCLING FEE** ($2.50 per tire)	(+)	$ 12	50
TOTAL CASH PRICE DELIVERED		$28368	88
REBATES			
AUTOAWARDS			
LESS CASH DEPOSIT SUBMITTED WITH ORDER	(-)	1000	-
PLUS BALANCE OWING ON TRADE-IN	(+)	28300	-
CASH DUE ON DELIVERY		$	

I have read the terms on the back [redacted] ment.

BUYER'S SIGNATURE _____ DATE: 8/30/14

CO-BUYER'S SIGNATURE _____ DATE: _____

SELLER APPROVED BY: _____ DATE: _____

SEE OTH[redacted]ERMS

FINAL SETTLEMENT MUST BE MADE IN CASH OR CE[redacted]S WILL BE SUBJECT TO LIFT CHECK AT TIME OF DELIVERY.

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
A

CHRYSLER DODGE JEEP MOPAR

east hills

CHRYSLER JEEP DODGE & RAM

2300 NORTHERN BLVD. GREENVALE, N.Y. 11548
(516) 621-9191 FAX 621-3995
www.easthillsjeep.com

SOLD TO [redacted]

ADDRESS [redacted]

EAST STROUDSBURG, PA [redacted]

DATE	INVOICE NO.	STOCK NO.	KEY
11/13/2013	[redacted]	GC3353	

SOURCE 10 12 20 SALESMAN NUMBER 1

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SERIAL NO.
2014	JEEP	GR CHEROKE	NEW	1C4RJFCM7EC3[redacted]

SALESMAN BRETT NEWMAN S69533L KEY NOS. N2331

OPTIONAL EQUIPMENT AND ACCESSORIES

COLOR: BRILLIANT BLACK CRYSTAL
LEATHER TRIMMED SEATS
OFF ROAD ADVENTURE II
ENGINE BLOCK HEATER
ECODIESEL ENGINE
LOANER CAR FOR WARRANTY AND SCHEDULED MAINTENANCE
SERVICE WHEN PERFORMED AT EAST HILLS SERVICE DEPT
EAST HILLS AUTO AWARDS MEMBER

11/1 70

THIS INVOICE CONSTITUTES FINAL SETTLEMENT FOR PURCHASE PRICE OF THIS VEHICLE INCLUDING ALL MANUFACTURERS REBATES, INCENTIVES AND FINANCE PROGRAMS.

All warranties on this vehicle are the manufacturer's. 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 the vehicle. This disclaimer by the Seller in no way affects the terms of the Manufacturer's Warranty.

**Filing fee includes administration cost to process all documents, including lease, and financial documents, as well as additional negotiated profit (if any) to the seller.

*Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). *THIS IS NOT A DMV FEE* *$75.00*

*The optional dealer registration or title application processing fee ($75.00 maximum) and special plate processing fee ($5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

"If this motor vehicle is classified as a used motor vehicle DEALER NAMED ABOVE certifies that the entire vehicle is in condition and repair to render under normal use, satisfactory and adequate service upon the public highway at the time of delivery." DEALER FACILITY NO. R 130 1371.

USED CAR TRADED

YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.
2010	JEEP	WRANGLER	1J4HA6H1[redacted]

"THE PRICE LABEL REQUIRED BY FEDERAL LAW WAS ATTACHED TO THIS VEHICLE WHEN IT WAS DELIVERED TO ME.

DATE: 11/13/2013 SIGNED: [redacted]

PRICE OF CAR

DESCRIPTION	C	ACCT NO.	SALE	KEY
50.596		458	53337.65	-
116C375(J)				-
315A(375)				-
116C2 462(D)				-
609B(462)				-
2018/301 F316				-
127/350+900	$141		995.00	-
				-
303A 72.		458A		-
NY TIRE RECYCLE		482A	12.50	-
SERVICE CONTRACT		207	NA	-
LICENSE & TITLE			345.00	-
DMV INSPECTION			10.00	-
CAR DEAL NO. 646-251-6567 MONROE			0047111	I
NYS SALES TAX		2150	1672.14	-
FILING FEE**		215E	249.00	-
XXXXXXXXX LICENSE & TITLE & DOC. FEE *		609	75.00	-
	TOTAL CASH PRICE		56696.29	

SETTLEMENT

DEPOSIT	202 >	1000.00	
AUTO REWARDS REDEMPTION		NA	
REBATE		NA	+
			+
CASH ON DELIVERY	NA	345.00	+
USED CAR ALLOWANCE		26463.65	
PAYMENTS MONTHS 72e DOLLARS 867.06 PER MONTH			
	TOTAL		
LIEN PAYOFF	201B	26463.65	-
FINANCE CONTRACT TD AUTO FINANCE LLC	106	55351.29	+
	111		+
	111		+
	127		+
			+
			+
			-
VALUE OF TRADE STOCK NO.	TOTAL	56696.29	-

RO11632 Q (09/12) The Reynolds and Reynolds Company

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	4325	01/17/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00824

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	4	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
130.0	11/13/13	8	4325	01/08/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
A						
Com	Customer states THAT ON THE DASH READS DEISEL SYSTEM PROBLEM SEE DEALER					
Cor	CHECKED AND FOUND CODE # B1297-25 SENSOR FAILURE, CHECKED AND FOUND					
	EXHUAST ENJECTOR AND FOSE CAME APART. REPLACED THE INJECTOR AND HOSE					
	0		D1		W	
		68145551AF	HOSE SUPPL	1	W	
		68232842AA	INJECTOR DOSAG	1	W	
			Line Total.....			
B	+					
Com	Customer states PAYING FOR DIESEL FLUID					
			D99			
		68035704AB	FLUID DIESEL E	4	C	65.80
			Line Total.....			65.80

Warranty Claim Type: W Authorization Code:

Parts	65.80
Sales Tax	5.68
TOTAL-CUST-CRCARD	71.48

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CUSTOMER SIGNATURE

R, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO
1C4RJFCM7E[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO
14	JEEP	GR CHEROKE	BK	00000

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD DATE	SERV ADV	TERMS
2516557	[redacted]		- -	GC3353	00/00/00	11	CASH

CUST LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
A						
Com Customer states rearview camera inop						
Cor refalsahed system checked camera opertaion ok						
	0		D11		W	
		68137943AG	CAMERA BACK UP	1	W	
					Line Total.....	
B						
Com Customer states check trans was stuck in third gear						
Cor reflashed tcm road tested ok						
	0		D11		W	
					Line Total.....	
C						
Com Customer states check engine light on						
Cor reflashed pcm						
	0		D11		W	
					Line Total.....	
D						
Com Customer states radio freezes up touch screen does not work						
Cor performed radio update to 14.25						
	0		D11		W	
					Line Total.....	

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SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00000

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	PROD DATE	SERV ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	11	CASH

CUST LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
E						

Com LOANER CAR PROVIDED AT NO CHARGE- $55.00 VALUE PER DAY
Cor provided customer with loaner car
LC D99
Line Total.....

F +
Com Customer states recall p36
Cor completed
0 D11 W
CBXDP361AA SPACER VISOR 1 W
Line Total.....

G +
Com Customer states rrt 14-028
Cor completed
0 D11 W
Line Total.....

H +
Com Customer states rrt 14-050
Cor completed
0 D11 W
Line Total.....

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SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
EAST STROUDSBURG PA [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	24725	10/09/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00000

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	11	CASH

CUST.LABOR RATE	DELIV DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	24703	10/06/14	11/13/13	E62725011430003649 44

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
I +						
Com Customer states rrt 14-075						
Cor completed						
0	D11				W	
68257352AA KIT TIE STRAP				1	W	
Line Total.....						
J +						
Com Customer states def light on						
Cor refer to reflashes						
	D11					
Line Total.....						

Warranty Claim Type: W Authorization Code:

TOTAL-CUSTOMER NoCharge

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7E[redacted]	27659	11/11/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00387

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2518537	[redacted]		- -	GC3353	00/00/00	3	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV. MILES	MILEAGE IN	DATE IN	EST. SERV. DATE	
135.0	11/13/13	8	27656	11/10/14	11/13/13	E62725011430003649 44

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP. CODE	FAIL CD	TECH	HOURS/QTY	TYPE	AMOUNT
A						
Com	Customer states rrt 14-087					
	0		D6		W	
		4275086AD	LABEL	1	W	
				Line Total.....		
B						
Com	Customer states check engine light is on					
Cau	tech found stored codes in system p20ee-00, u0403-00					
Cor	flashed pcm					
	0		D6		W	
				Line Total.....		
C						
Com	Customer states check service 4wd light comes on and cruise and adaptive cruise control stop working, acc inop, comes on after a short drive					
Cor	road tested, all ok after software update					
			D6			
				Line Total.....		

Warranty Claim Type: W Authorization Code:

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CUSTOMER SIGNATURE

GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE #
1C4RJFCM7EC[redacted]	27659	1/11/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00387

CUST NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD. DATE	SERV. ADV.	TERMS
2516557	[redacted]	[redacted]	- -	GC3353	00/00/00	3	CASH

CUST. LABOR RATE	DELIV. DATE	DELIV MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	27656	11/10/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
				TOTAL-CUSTOMER		NoCharge

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	28639	12/04/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO
14	JEEP	GR CHEROKE	BK	00117

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	3	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	28635	11/22/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states check engine light is on
Cau check and found multi codes in system
found service bulletin # 18-018-14 for code p20ee-00
Cor perform update to pcm module
clear code
0 D6 W
68214628AA MOTOR KITAXLE 1 W
Line Total.....

B
Com Customer states service 4wd light is on
Cau check and found multi codes in system-
codes-p20ee-u0403-c2221-b1d9b-c2227-c148f
Cor code rear differential measured motor- circuit current out of range
found motor internal failure-replace moto -clear codes
0 D1 W
Line Total.....

C +
Com tech found def fluid low
Cor added fluid
D6

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CUSTOMER SIGNATURE

GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
E

EAST HILLS CHRYSLER JEEP DODGE

2300 NORTHERN BLVD
GREENVALE, NY 11548
SERVICE EXT#2 516-621-9191 PARTS EXT#3
www.easthillsjeep.com

[redacted]
BROOKLYN NY [redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO
1C4RJFCM7EC[redacted]	28639	12/04/14	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO
14	JEEP	GR CHEROKE	BK	00117

CUST NO	LICENSE	HOME PHONE	WORK PHONE	STOCK NO	PROD.DATE	SERV/ADV	TERMS
2316567	[redacted]	[redacted]	- -	GC3353	00/00/00	3	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	I/S-SERV DATE	
135.0	11/13/13	8	28635	11/22/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH	HOURS/QTY	TYPE	AMOUNT
	68035704AB FLUID DIESEL E			6	C	102.36
			Line Total.....			102.36

Warranty Claim Type: W Authorization Code:

Parts	102.36
Sales Tax	8.83
TOTAL-CUST-CRCARD	111.19

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

east hills
CHRYSLER JEEP
DODGE & DODGE TRUCKS

2300 Northern Blvd.
Greenvale, NY 11548
516-621-9191
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	29339	01/10/15	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00049

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]	[redacted]7	- -	GC3353	00/00/00	6	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	29334	12/12/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A

Com Customer states check engine light is on ran
scan test fault codes p2ba9 p20ee active reflashed pcm to 68273397
Cau ab road tested and rescaned fault code p20ee found tsb18-045-14 checke
d def system ok as per star line replaced dosing injector sensor and g
Cor asket drilled out exhaust stud and replaced cat converter also reflash
ed pcm road tested ok

0	D11			W
	68243268AB CONVERTERCATA		1	W
	5146663AC SENSOR EXHA		1	W
	68160679AB GASKET EXHAUS		1	W
	68234976AA GASKET DIES		1	W
	68232842AB INJECTOR DOSAG		1	W
	6507746AA BOLT EXHAU		3	W
	4682810AB NUT HEX F		3	W
		Line Total.....		

B

Com Customer states message on dash came on and off-
incorrect def fluid
Cor refer to line a

D11

Line Total.....

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CUSTOMER SIGNATURE

GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
F

east hills
CHRYSLER JEEP
DODGE & DODGE TRUCKS

2300 Northern Blvd.
Greenvale, NY 11548
516-621-9191
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
[redacted]

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	29339	01/10/15	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00049

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	6	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	29334	12/12/14	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
C						

Com Customer states check blue tooth-hard to hear from out calls
cust have iphone 5s
Cor operates as designed

D11

Line Total.....

Warranty Claim Type: W Authorization Code:

Non-Prepaid Special Order Parts:

SOR#	PART#	DESCRIPTION	Qty
010016	5146661AB	SENSOR	1
010016	5146662AB	SENSOR EXH TMP	1

TOTAL-CUSTOMER NoCharge

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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DODGE & DODGE TRUCKS

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Greenvale, NY 11548
516-621-9191
www.easthillsjeep.com

[redacted]

[redacted]
BROOKLYN NY [redacted]
val.kleyman83@gmail.com

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO
1C4RJFCM7EC[redacted]	33960	05/05/15	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00940

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	14	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	33959	03/19/15	11/13/13	E6272501143000364944

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A
Com Customer states DEF GAUGE IS NOT ACCURATE
Cau FOUND CODES U029E P24D0 U12A3
Cor FOUND TSB 18-023-15 FLASH PCM. ROAD TESTED CODES RETURNED. STARTED STA
R CASE AND CALLED ENHANCED. REPLACED PARTICULAR SENSOR AND SCR RELAY

0		D11			W
68249512AA	SENSOR	PARTI		1	W
68053218AA	RELAY	MINI		1	W

Line Total.....

B
Com Customer states TRANSMISSION BANGS WHILE ACCELERATING IN AM
Cor see line c for repairs

D11

Line Total.....

C
Com Customer states CHECK ENGINE LIGHT IS ON. CHECK
repairs approved by dan from chrysler-248-512-1428
Cau FOUND CODES P24D0, V12A3, V029ERECALLED STAR. AGENT REQUESTED ALL BUSS
VOLTAGES AT THE MODULE. TOOK A
Cor LL ALL READINGGS AT DLC PARTICULATE FILTER, NOX SENSOR, HEATED DEF.
INSPECTED ALL PINS AND WIRING FROM PCM TO SENSORS. FOUND LOW VOLTAGE.

CUSTOMER COPY - PAGE 01 Printed: 05/05/2015 @ 14:37

STATEMENT OF DISCLAIMER

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On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty 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 are available for (1) year from the date of payment [with] dealer for inspection by manufacturer's representative.

CUSTOMER SIGNATURE

GENERAL MANAGER OR AUTHORIZED PERSON DATE

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
G

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[redacted]

[redacted]
BROOKLYN NY [redacted]
val.kleyman83@gmail.com

VEHICLE IDENTIFICATION	MILEAGE OUT	DATE OUT	INVOICE NO.
1C4RJFCM7EC[redacted]	33960	05/05/15	[redacted]

YEAR	MAKE	MODEL	COLOR	TAG NO.
14	JEEP	GR CHEROKE	BK	00940

CUST.NO.	LICENSE	HOME PHONE	WORK PHONE	STOCK NO.	PROD.DATE	SERV.ADV.	TERMS
2516567	[redacted]		- -	GC3353	00/00/00	14	CASH

CUST.LABOR RATE	DELIV.DATE	DELIV.MILES	MILEAGE IN	DATE IN	IN-SERV DATE	
135.0	11/13/13	8	33959	03/19/15	11/13/13	E627250114300036494 4

SERVICE HOURS: MON-THU 7:30 - 8:00 SAT 8:00- 5:00
FRI 7:30 - 7:00

NYS REPAIR SHOP #R1301371
NYS REPAIR SHOP # 1301371

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
C	CONTINUED					
Cor	REPAIRED HARNESS. CASE # [redacted]					
	0				W	
				Line Total.....		
D	+					
Com	charge parts to shop policy					
		D11				
				Line Total.....		

Warranty Claim Type: W Authorization Code:

Non-Prepaid Special Order Parts:

SOR#	PART#	DESCRIPTION	Qty
011259	68249511AA	SENSOR NITRO	1

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 02 Printed: 05/05/2015 @ 14:37

STATEMENT OF DISCLAIMER

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(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

DONE CALLED 5/5 @ 9:00AM

CERTIFIED MAIL®

Firs

KIMMEL & SILVERMAN
P.C.

30 East Butler Pike, Ambler, PA 19002

TO:

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

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1243496
Rose

ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[a,c]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, MI Bar
[i] Member, NH Bar
[j] Member, CT Bar
[k] Member, TN Bar
[l] Member, WV Bar
[m] Member, DC Bar
[n] Member, CA Bar
[o] Member WI Bar
[p] Member TX Bar
[q] Member WV Bar
[r] Certified by the New Jersey Supreme Court as a Civil Trial Attorney

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. TERRITT[a,b,c]
ROBERT A. RAPKIN[a,b]
ANGELA K. TROCCOLI[a,b]
FRED DAVIS[a,b,c]
AMY L. BENNECOFF[a,b,c]
CHRISTINA GILL ROSEMAN[a,b,c]
RICHARD A. SCHOLER[a,b]
TARA L. PATTERSON[a,b]
W. CHRISTOPHER COMPONOVO[a,b]
TIMOTHY J. ABEEL, JR.[a,b]
JOSEPH L. GENTILCORE[a,b]
ALFRED J. TUMOLO III[a,b]
ZACHARY S. KAPPEL[a,b]
CAROLINE DIEHL[a,b]

1-800-LEMON LAW
www.lemonlaw.com

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

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

November 13, 2013

Chrysler Group LLC
And Keith Rose, Esq.
Chrysler Fax – (248) 512-4201
Rose Fax – (518) 869-3334
Sent via fax and FedEx

RE: Pre-Lit Program
[redacted] v. Chrysler Group, LLC
Vehicle Type: 2014 JEEP GRAND CHEROKEE
VIN: 1C4RJFCG1EC[redacted]

To Whom It May Concern:

As you know, this office represents the above-captioned individual for problems encountered with their 2014 Jeep Grand Cherokee. I am attaching the client's contracts and repair slips. As you can see, my client has returned to the dealership for various problems.

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

I look forward to hearing from you.

Very truly yours,

Robert M. Silverman

RMS/tmc
Enclosure

RECEIVED
NOV 14 2013
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Chrysler Group LLC
Office of the General Counsel
NOV 13 2013
FAX
By Mail/Reg. Agent/ Sec. of State/Proc. Server

Motor Vehicle Lease Agreement - Closed End

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)
FRANK C WILSON, INC 4951 WEST CHESTER PIKE NEWTOWN SQUARE, PA 19073	[redacted] WEST CHESTER PA [redacted]	N/A

No.

County

Date 06/13/2013

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

If this Lease is for a consumer purpose, then this Lease is consumer paper. ☐ Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	JEEP	GRAND CHEROK	SW	1C4RJFCG1EC[redacted]	21

☒ 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 N/A Make N/A Model N/A Gross Amount of Trade-in Allowance $ N/A

Prior Credit or Lease Balance - $ N/A **Net Trade-in Allowance = $ 0.00 (If less than zero, enter zero).

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery

(Itemized below) *

$ 4500.00

2. Payments

a. Monthly Payments. Your first monthly payment of $ 544.00 is due on 06/13/2013 followed by 23 payments of $ 544.00 due on the 13TH of each month. The total of your monthly payments is $ 13056.00

b. Single Payment. Your payment of $ N/A is due on N/A

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

Disposition fee (If you do not purchase the Vehicle)	$ 395.00
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
Total	$ 395.00

4. Total of Payments

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

$ 17407.00

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

5. Amount due at Lease signing or delivery:

		* Itemization of Amount Due at Lease Signing or Delivery			
a. Capitalized Cost Reduction	$ 3556.42	j.Sales Tax	+ $ 5.00	How the amount due at Lease signing or delivery will be paid:	
b. First Monthly Payment	+ $ 544.00	k.Cap Red Tax	+ $ 230.08		
c. Single Payment	+ $ N/A	l.N/A	+ $ N/A	Net Trade-in allowance**	$ 0.00
d. Refundable Security Deposit(s)	+ $ N/A	m.N/A	+ $ N/A	Rebates and non-cash credits	+ $ 1000.00
e. Registration fees	+ $ 6.00	n.ENDUM (U)	+ $ 5.00		
f. Title fees	+ $ 22.50	o.N/A	+ $ N/A	Amount to be paid in cash	+ $ 3500.00
g. Acquisition fee	+ $ N/A	Total	= $ 4500.00	<---> Total	= $ 4500.00
h. Documentation fees	+ $ 131.00				

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle ($ 45245.87) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance).	$ 45245.87	**Rent charge.** The amount charged in addition to the depreciation and any amortized amounts.	+ $ 1149.02
		Total of base payments. The depreciation and any amortized amounts plus the rent charge.	= $ 11977.92
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.	- $ 3556.42	**Lease Term.** The number of months in your Lease.	24
		Lease payments. The number of payments in your Lease.	÷ 24
Adjusted capitalized cost. The amount used in calculating your base payment.	= $ 41689.45	**Base Payment**	= $ 499.08
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment.	- $ 30660.55	**Sales/use tax**	+ $ 44.92
		N/A	+ $ N/A
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term.	= $ 10928.90	**Total payment**	= $ 544.00

The [illegible] may be up to several thousand dollars. The actual charge will depend

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of 15000 miles per year at the rate of $ .25 per mile. (Excess Mileage Charge)

[X] **Purchase Option at End of Lease Term.** If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for $ 30860.55 and a purchase option fee of $ 350.00. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	$ 43245.87	Extended Warranty and Service Contract	$ N/A	Acquisition fee	$ N/A
Sales or Use Tax and any other applicable taxes	$ N/A	Documentation fee	$ N/A	N/A	$ N/A
Title, License and Registration fees	$ N/A	Outstanding Prior Credit or Lease Balance and Negative Equity	$ N/A	N/A	$ N/A
				N/A	$ N/A
				Total	$ 45245.87

If you do not meet your Contract obligations, you may lose the right to use the Vehicle under this Lease.

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 N/A
Price $ N/A
Coverage N/A

☐ **Gap Waiver or Gap Coverage**

Term N/A
Price $ N/A
Coverage N/A

☐ **Mechanical Breakdown Protection (MBP)**

Term N/A
Price $ N/A
Coverage N/A

☐ **Extended Warranty**

Term N/A
Price $ N/A
Coverage N/A

N/A
Name Date

N/A
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 $ 495.00 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 $ 395.00 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:** $ 1341.66 . The actual total of fees and taxes m

Other Terms

N/A

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] 06/13/2013
Date

N/A
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.

X [redacted] 06/13/2013
Name Date
Title

N/A

given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term N/A
Price $ N/A
Coverage N/A

☐ **Gap Waiver or Gap Coverage**

Term N/A
Price $ N/A
Coverage N/A

☐ **Mechanical Breakdown Protection (MBP)**

Term N/A
Price $ N/A
Coverage N/A

☐ **Extended Warranty**

Term N/A
Price $ N/A
Coverage N/A

N/A
Name Date

N/A
Name Date

Additional Terms

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- **Disposition Fee.** You will pay us a Disposition Fee of $ 395.00 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: $ 1341.56. 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.**

X ☒ **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 $ 0.00 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.

X ☒ The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

☐

By signing this Lease, you acknowledge receiving a copy of the above written warranties. You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. Except as provided above, you will take the Vehicle as is and with all faults. We do not exclude any warranties of merchantability and fitness for a particular purpose if this Lease is subject to Massachusetts or Vermont law.

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.

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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.

X [redacted] 06/13/2013
N [redacted] Date

N/A
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.

X [redacted] 6/13/2013
Nam [redacted] Date
Title

N/A
Name N/A 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 CCAP AUTO LEASING LTD.
Address 8585 N STEMMONS FRWY - 1100N
DALLAS TX 75247

Phone

06/13/2013
Name VANDETTY, ROB Date
Title FINANCE MANAGER

VIDEON

10436

CHRYSLER Dodge

CHRYSLER - DODGE - JEEP - RAM
SALES - SERVICE - PARTS - BODY SHOP
4951 WEST CHESTER PIKE • NEWTOWN SQUARE, PA 19073
PHONE: (610) 356-7000 • FAX (610) 325-0180 • www.videon.com

Jeep RAM

NAME: [redacted] EMAIL: [redacted]
ADDRESS: [redacted]
CITY: WEST CHESTER STATE PA ZIP [redacted]
RES. PHONE [redacted] BUS. PHONE CELL PHONE [redacted] DEAL #

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ DEMO ☐ NEW ☐ USED ☐ CAR ☐ TRUCK PRIOR USE YEAR 2014 MAKE JEEP
MODEL OR SERIES GRAND CHEROKEE BODY TYPE SW COLOR: GRANITE TRIM OVERLAND TO BE DELIVERED ON/OR ABOUT 6/13/13
SERIAL # 1C4RJFCG1EC[redacted] SALESMAN DAVE BEATTY STOCK NO [redacted]
INS. POL. NO. [redacted] INS. CO. 21ST CENTURY INS INSURANCE AGENT & ADDRESS 21ST CENTURY INS PHONE 1811-961-8181
EFFECTIVE DATE: 6-13-13 EXPIRATION DATE: 11-15-13 AGENT ADDRESS: PO BOX 15510
WILMINGTON DE 19850

24 MONTH LEASE	MSRP ▲	$ 48,485 00
15,000 MILES PER YEAR	38CEA1 LEASE CONQUEST	1,000 00
544.00 MONTHLY PAYMENT	$3500.00 DOWN OUT OF TRADE EQUITY	
▲ $	AFTER MARKET ITEMS & INSTALLER:	

USED CAR TRADE-IN #1

YEAR 2013 MAKE FORD MODEL ESCAPE
BODY SW MILEAGE
SERIAL NO 1FMCU9J95DU[redacted]
TITLE # 71366528401 LO LICENSE NO HPW9624
BALANCE OWED TO LICENSE EXP. DATE 9/30/13
ADDRESS TITLE IN
ADDRESS HAND
ACCOUNT NO DUE DATE / /

USED CAR TRADE-IN #2

YEAR MAKE MODEL
BODY MILEAGE
SERIAL NO.
TITLE # LICENSE NO
BALANCE OWED TO NIT LICENSE EXP. DATE / /
ADDRESS
ADDRESS
ACCOUNT NO. DUE DATE / /

CHRYSLER SERVICE CONTRACT PRICE:	(+)	
PLAN		
CASH SALE PRICE OF DESCRIBED VEHICLE	(=)	
ALLOWANCE FOR TRADE-IN	(−)	
BALANCE AFTER TRADE-IN	(=)	$
SALE TAX	(+)	
LICENSE ___ TITLE ___ REGISTRATION XFER	(+)	
DOCUMENTARY FEE	(+)	131.00 —$129.00—
TIRE TAX	(+)	
BALANCE OWED ON TRADE-IN	(+)	
TOTAL DUE	(=)	$
DEPOSIT PAID	(−)	
CASH DUE AT DELIVERY		$
BALANCE FINANCED		$
FINANCE INFORMATION		
THRU CCAP	24 MOS. AT	
544.00	PER MO. 0.000 66 A.P.R.	

If you cancel this purchase agreement or refuse to take delivery of the vehicle, ordered, except as permitted by law, you shall, at our option, forfeit as damages _____
Purchaser hereby acknowledges to the above clause.
Customer's Signature _____

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"The information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS AND HEREBY MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY. ASK SALESPERSON FOR COPY OF COMPLETE WARRANTY.
THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER. WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE DEALER OR THE AUTHORIZED DEALER REPRESENTATIVE UNLESS THE INCREASE IS DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COMMONWEALTH WHICH REQUIRES THE ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES; OR, IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO A REVALUATION OF THE UNITED STATES DOLLAR VIS-A-VIS THE CURRENCY OF THE COUNTRY OF MANUFACTURE; HOWEVER, WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF THE DEALER CAN ESTABLISH THAT THE VEHICLE HAS SUFFERED DAMAGE OR SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY [redacted] LUDING TIRES, HAVE BEEN REMOVED OR REPLACED WITH PARTS OR ACCESSORIES OF INFERIOR QUALITY.
I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE A COPY OF THIS ORDER.
DEALER'S AUTHORIZED SIGNATURE _____ DATE 6-13-13 CUSTOMER'S SIGNATURE [redacted] 6-13-13

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

Repair Order Detail - Internal Copy

RO Number: 198588 RO Status: CLOSED

Customer [redacted]
Phone(s): Contact: ([redacted] Main: ([redacted] Click to View Cust Copy
Cell:
Vehicle: 1C4RJFCG1EC [redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Mileage: 4,404
Service advisor: 403
Tag number: T051

Payment type: CASH
Promised time: 08:00 PM
Promised date: 10/22/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

A	CUSTOMER STATES ENGINE LIGHT IS ON			
MIL	C	CUSTOMER STATES ENGINE LIGHT IS ON	0.00	0.00
Tech(s): 267				
Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A:				0.00
Story: 4407 STORED CODE SET FOR LOST COMMUNICATION WITH TRANS CONTROLLER. ADDRESSED WITH TRANS UPDATE FOR RRT 13-066				
B	CUST STATES TRANSMISSION DOES NOT DOWNSHIFT WHEN GOING DOWN HILLS			
21	C	TRANSMISSION	0.00	0.00
Tech(s): 267				
Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B:				0.00
Story: 4407 NO CODES SET. ALL SENSOR READINGS ARE NORMAL. TEST DRIVE. TRANSMISSION OPERATING AS DESIGNED.				
C**	PERFORM RRT 13-056			
74	C	RECALLS & CAMPAIGNS	0.00	0.00
Tech(s): 267				
Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C:				0.00
Story: 4407 SUPERSEDED BY RRT 13-071				
D**	PERFORM RRT 13-066			
1819059D	W	Module, Transmission Control (TCM) - Reprogram Module, Transmission Control (TCM) - Reprogram / Drive Train Control (DTCM) - Reprogram (1 - Semi-Skilled)	0.20	17.20
Tech(s): 267				
Pts: 0.00 Lbr: 17.20 Other: 0.00 Total Line D:				17.20
E**	PERFORM RRT 13-071			
186002AC	W	Radio - Reprogram Radio, Software - Create USB Jump Drive From CD (One Time Only) (0 - Low Skilled)	0.20	17.20
Tech(s): 267				
Pts: 0.00 Lbr: 17.20 Other: 0.00 Total Line E:				17.20

Repair Order Detail - Internal Copy

RO Number: 198588 RO Status: CLOSED

Customer [redacted]
Phone(s): Contact: [redacted] Main: [redacted]
Vehicle: 1C4RJFCG1E[redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Click to View Cust Copy
Cell:

Mileage: 4,404
Service advisor: 403
Tag number: T051

Payment type: CASH
Promised time: 08:00 PM
Promised date: 10/22/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

11/13/2013 09:25 2155408817 KIMMEL AND SILVERMAN PAGE 07/09

Repair Order Detail - Internal Copy

RO Number: 199021 RO Status: CLOSED

Customer [redacted]
Phone(s): Contact: [redacted] Main: [redacted] Cell:
Vehicle: 1C4RJFCG1EC[redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Click to View Cust Copy

Mileage: 4,782
Service advisor: 566
Tag number: T306

Payment type: CASH
Promised time: 08:00 PM
Promised date: 10/31/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

A	CUSTOMER STATES RADIO SCREEN GOES BLANK NAV LOCKS WIPERS WENT ON BY THEMSELVES				
08		C	OVERWRITED FLASH AND REWROTE SOFTWARE	0.00	0.00
	Tech(s): 267				
Pts:	0.00 Lbr:		0.00 Other:	0.00 Total Line A:	0.00
B	CUSTOMER STATES CHECK ENGINE LIGHT FLASHES GOING DOWN A MOUNTAIN HILL AND TRANS REDLINES ON THE TACH				
21		C	SCANNED PCM NO FAULT CODES FOUND. MIL IS NOT ON. ROAD TESTED VEHICLE, OPERATING AS DESIGNED.	0.00	0.00
	Tech(s): 267				
Pts:	0.00 Lbr:		0.00 Other:	0.00 Total Line B:	0.00
C	CUSTOMER STATES L/F TIRE TIRE SENSOR ISSUE				
22140102		W	Sensor, low tire pressure - Replace One (1 - Semi-Skilled)	0.60	51.59
	Tech(s): 267				
	56029398AB		1 SENSOR-TIRE PRESSURE		66.29
Pts:	66.29 Lbr:		51.59 Other:	0.00 Total Line C:	117.88
D**	TIRES				
22		ISP	WHEELS & TIRES	0.00	0.00
	Tech(s): 267				
	Y151093203		1 P265/50R20 FORTERA HL VSB		166.73
Pts:	166.73 Lbr:		0.00 Other:	0.00 Total Line D:	166.73

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00

CUSTOMER #: [redacted]

[redacted]

INVOICE

VIDEON CHRYSLER DODGE JEEP
4951 West Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

[redacted]
WEST CHESTER, PA [redacted] PAGE 1
HOME: [redacted] CONT: [redacted]
BUS: CELL: SERVICE ADVISOR: 566 JOHN TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		4799/4799	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DD			20:00 01NOV13			CASH	07NOV13

R.O. OPENED	READY
14:36 01NOV13	09:15 07NOV13

OPTIONS: SOLD-STK:E5378
ENG:ERB 3.6L V6 24V VVT Engine
TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES NAV LOCKS UP AND BLACKS OUT							
CAUSE: .							
	08600270 Radio / telematics gateway module - Test and replace Replace with exchange unit (0 - Low Skilled)						
			267	W			(N/C)
	1 68190240AI RADIO						(N/C)
	FC: 58						
	PART#: 68190240AI						
	COUNT: 1						
	CLAIM TYPE: W						
	AUTH CODE:						

****

New hours

Mon and Wed 8:00 am to 8:00 pm
Tues, Thur and Fri 8:00 am to 6:00 pm
Saturday Express Lane Only 8:00 to 12:00
Schedule your next appointment at Videon.com

PAYMENT METHOD
[ ] CASH [ ] CHECK Check # _____
[ ] CHARGE [ ] CREDIT CARD
AR

Your Vehicle is parked in lot

Mopar CHRYSLER CONFIGURATION GENUINE PARTS
FIVE STAR
Jeep
Thank You We Appreciate Your Business!
VIDEON CHRYSLER DODGE JEEP

CHRYSLER DODGE

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

Copyright 2008 ADP, Inc. SERVICE INVOICE R5 XT06

CUSTOMER COPY

#1243496
ERP to Case

ROBERT M. SILVERMAN *
CRAIG THOR KIMMEL *

* Member, PA Bar
* Member, NJ Bar
* Member, DE Bar
Member, NY Bar
* Member, MA Bar
* Member, MD Bar
* Member, OH Bar
* Member, MI Bar
Member, NH Bar
* Member, CT Bar
* Member, TN Bar
* Member, WI Bar
* Member, DC Bar
* Member, CA Bar
* Member, WI Bar
* Member, TX Bar
* Member, WV Bar
* Member, CO Bar
* Of Counsel, PA & WV
* Certified by the New Jersey Supreme Court as a Civil Trial Attorney

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT * ^
ROBERT A. RAPKIN *
ANGELA K. TROCCOLI *
AMY L. BENNECOFF * ^ ^
TARA L. PATTERSON *
W. CHRISTOPHER COMPONOVO *
ALFRED J. TUMOLO III *
ZACHARY S. KAPPEL *
GREGORY J. MANN *
JASON L. GRESHES + *
CHRISTINA GILL ROSEMAN *

1-800-LEMON LAW
www.lemonlaw.com

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

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219. P (412) 566-1001, F (412) 566-1005

NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003. P (856) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

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

NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

March 4, 2014

CERTIFIED MAIL/RETURN RECEIPT REQUESTED

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

RE: [redacted] **V. Chrysler Group LLC**
February Term 2014, N[redacted]

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Chrysler Group LLC in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. **Note**: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Robert M. Silverman

RMS\jh

Chrysler Group LLC
Office of the General Counsel
MAR 11 2014
By ____ Mail/Reg. Agent/
Sec. of State/Proc. Server

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
FEBRUARY 2014
E-Filing Number: [redacted]

PLAINTIFF'S NAME	DEFENDANT'S NAME
J[redacted]	CHRYSLER GROUP LLC
PLAINTIFF'S ADDRESS [redacted] WEST CHESTER PA 1[redacted]	DEFENDANT'S ADDRESS CIMS 485-13-32 1000 CHRYSLER DRIVE WEST CHESTER PA 48326
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
1	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY
☒ $50,000 00 or less
☐ More than $50,000.00

COURT PROGRAMS
☒ Arbitration ☐ Mass Tort ☐ Commerce ☐ Settlement
☐ Jury ☐ Savings Action ☐ Minor Court Appeal ☐ Minors
☐ Non-Jury ☐ Petition ☐ Statutory Appeals ☐ W/D/Survival
☐ Other:

CASE TYPE AND CODE
1C - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

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

FILED
PRO PROTHY
FEB 24 2014
J. MURPHY

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:

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

Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT M. SILVERMAN	30 E. BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888	FAX NUMBER: (215)540-8817
SUPREME COURT IDENTIFICATION NO: 55914	E-MAIL ADDRESS: rmsphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY: *ROBERT SILVERMAN*	DATE SUBMITTED: Monday, February 24, 2014, 08:34 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 11/07/2014
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but if one or more parties is not present at the hearing the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial de novo on appeal from a decision entered by a Judge.

Robert M. Silverman, Esquire
Identification No. 55011
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

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

Filed and Attested by PROTHONOTARY 24 FEB 2014 04:34 am J. MURPHY

[redacted]
West Chester, PA [redacted]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

NOTICE TO DEFEND
CODE: 1900

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

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

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

AVISO

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

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

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

Case ID [redacted]

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

ATTORNEY FOR PLAINTIFF

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[redacted]
West Chester, PA [redacted]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

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

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

Robert M. Silverman, Esquire
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30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

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

[redacted]
West Chester, PA [redacted]

v.

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

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at [redacted] West Chester, PA 19[redacted]

2. Defendant, Chrysler Group LLC, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at CIMS 485-13-32, 1000 Chrysler Drive, Auburn Hills, MI 48326.

BACKGROUND

3. On or about June 13, 2013, Plaintiff leased a new 2014 Jeep Grand Cherokee, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4RJFCG1EC[redacted]

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

5. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $17,407.00. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before October 22, 2013, when the vehicle odometer showed 4,404 miles. On that date, repair attempts were made to the check engine light is illuminated and defective transmission. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before October 31, 2013, when the vehicle odometer showed 4,782 miles. On that date, repair attempts were made to the radio screen goes blank, check engine light is illuminated, tire sensor issue, defective navigation system and wipers. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before November 01, 2013, when the vehicle odometer showed 4,799 miles. On that date, repair

attempts were made to the defective navigation system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before November 14, 2013, when the vehicle odometer showed 5,416 miles. On that date, repair attempts were made to the defective navigation system and reprogram instrument cluster, ABS module and alternator ground wire. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before November 18, 2013, when the vehicle odometer showed 5,695 miles. On that date, repair attempts were made to the defective sync system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

15. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "G".

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

19. Videon Jeep, Newtown Square is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

20. On or about June 13, 2013, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

39. 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.

40. 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.

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

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

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

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

44. 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.

45. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

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

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

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

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

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

KIMMEL & SILVERMAN, P.C.

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

V E R I F I C A T I O N

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

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

Motor Vehicle Lease Agreement - Closed End

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)
RANK C VIDEON, INC 951 WEST CHESTER PIKE EWTOWN SQUARE, PA 19073	[redacted] WEST CHESTER PA [redacted]	N/A

Date 06/13/2013 County

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

If this Lease is for a consumer purpose, then this Lease is consumer paper. ☐ Business, commercial or agricultural purpose lease.

Description of the Leased Property (Vehicle)

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2014	JEEP	GRAND CHEROK	SW	1C4RJFCG1EC[redacted]	21

☒ 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 N/A Make N/A Model N/A Gross Amount of Trade-In Allowance $ N/A

Prior Credit or Lease Balance - $ N/A **Net Trade-In Allowance = $ 0.00 (If less than zero, enter zero).

Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery
(Itemized below) *
$ 4500.00

2. Payments
a. **Monthly Payments.** Your first monthly payment of $ 544.00 is due on 06/13/2013 followed by 23 payments of $ 544.00 due on the 13TH of each month. The total of your monthly payments is $ 13056.00.
b. **Single Payment.** Your payment of $ N/A is due on N/A.

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

Disposition fee (if you do not purchase the Vehicle)	$ 395.00
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
N/A	$ N/A
Total	$ 395.00

4. Total of Payments
(The amount you will have paid by the end of the Lease)
$ 17407.00
(Section 1 plus Section 2 total plus Section 3 total minus 5(b) and 5(d))

5. Amount due at Lease signing or delivery:

		* Itemization of Amount Due at Lease Signing or Delivery		
a. Capitalized Cost Reduction	$ 3556.42	i. Sales Tax	+ $	5.00
b. First Monthly Payment	+ $ 544.00	j. Cap Red Tax	+ $	230.08
c. Single Payment	+ $ N/A	k. N/A	+ $	N/A
d. Refundable Security Deposit(s)	+ $ N/A	l. N/A	+ $	N/A
e. Registration fees	+ $ 6.00	m. ENCUM (U)	+ $	5.00
f. Title fees	+ $ 22.50	n. N/A	+ $	N/A
g. Acquisition fee	+ $ N/A	o. N/A	+ $	N/A
h. Documentation fees	+ $ 131.00	Total	= $	4500.00

How the amount due at Lease signing or delivery will be paid:

Net Trade-In allowance**	$ 0.00
Rebates and non-cash credits	+ $ 1000.00
Amount to be paid in cash	+ $ 3500.00
<---> Total	= $ 4500.00

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle ($ 45245.87) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). $ 45245.87

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. - $ 3556.42

Adjusted capitalized cost. The amount used in calculating your base payment. = $ 41689.45

Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment. - $ 30860.55

Depreciation and any amortized amounts. The amount

Rent charge. The amount charged in addition to the depreciation and any amortized amounts. + $ 1149.02

Total of base payments. The depreciation and any amortized amounts plus the rent charge. = $ 11977.92

Lease Term. The number of months in your Lease. 24

...yments in your Lease. ÷ 24

= $ 499.08

+ $ 44.92

+ $ N/A

= $ 544.00

PLAINTIFF'S EXHIBIT A

ALL-STATE LEGAL®

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and mileage in excess of 15000 miles per year at the rate of $ .25 per mile. (Excess Mileage Charge)

[X] **Purchase Option at End of Lease Term.** If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for $ 30860.55 and a purchase option fee of $ 350.00. The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Itemization of Gross Capitalized Cost

Agreed upon value of the Vehicle	$ 45245.87	Extended Warranty and Service Contract	$ N/A	Acquisition fee	$ N/A
Sales or Use Tax and any other applicable taxes	$ N/A	Documentation fee	$ N/A	N/A	$ N/A
Title, License and Registration fees	$ N/A	Outstanding Prior Credit or Lease Balance and Negative Equity	$ N/A	N/A	$ N/A
				N/A	$ N/A
				N/A	$ N/A
				Total	$ 45245.87

If you do not meet your Contract obligations, you may lose the right to use the Vehicle under this Lease.

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 N/A
Price $ N/A
Coverage N/A

☐ **Gap Waiver or Gap Coverage**

Term N/A
Price $ N/A
Coverage N/A

☐ **Mechanical Breakdown Protection (MBP)**

Term N/A
Price $ N/A
Coverage N/A

☐ **Extended Warranty**

Term N/A
Price $ N/A
Coverage N/A

N/A
Name **Date**

N/A
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 $ 495.00 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 $ 395.00 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

Other Terms

N/A

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 ch[redacted]nd by us.

X [redacted] 06/13/2013
Name [redacted] Date

N/A
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.

X [redacted] 06/13/2013
Name Date
Title

given for an item, you have declined any such coverage we offered.

☐ **Service Contract**

Term N/A
Price $ N/A
Coverage N/A

☐ **Gap Waiver or Gap Coverage**

Term N/A
Price $ N/A
Coverage N/A

☐ **Mechanical Breakdown Protection (MBP)**

Term N/A
Price $ N/A
Coverage N/A

☐ **Extended Warranty**

Term N/A
Price $ N/A
Coverage N/A

N/A
Name Date

N/A
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 $ 495.00 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 $ 395.00 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: $ 1341.66 . 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.**

X☒ **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 $ 0.00 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.

X☒ The standard written manufacturer's warranty. This warranty is made by the manufacturer and NOT by the Lessor.

☐

By signing this Lease, you acknowledge receiving a copy of the above written warranties. **You understand that we (the Lessor) make no express or implied warranties other than those described above (if any). Except as required by law, the Lessor makes no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.** Except as provided above, you will take the Vehicle as is and with all faults. We do not exclude any warranties of merchantability and fitness for a particular purpose if this Lease is subject to Massachusetts or Vermont law.

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. [redacted] and by us.

X [redacted] 06/13/2013
Date

N/A
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 c[redacted]gu signed it.

X [redacted] 06/13/2013
Date

Title

N/A
Name N/A 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 CCAP AUTO LEASING LTD.
Address 8585 N STEMMONS FRWY · 1100N
DALLAS TX 75247

Phone

06/13/2013
Name VANDETTY, ROB Date
Title FINANCE MANAGER

VIDEON

10436

CHRYSLER Dodge

CHRYSLER - DODGE - JEEP - RAM
SALES - SERVICE - PARTS - BODY SHOP
4951 WEST CHESTER PIKE • NEWTOWN SQUARE, PA 19073
PHONE: (610) 356-7000 • FAX (610) 325-0180 • www.videon.com

Jeep RAM

NAME: [redacted] EMAIL: [redacted]
ADDRESS: [redacted]
CITY: WEST CHESTER STATE PA ZIP [redacted]
RES. PHONE [redacted] BUS. PHONE _____ CELL PHONE [redacted] DEAL # _____

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ DEMO ☐ NEW ☒ USED ☒ CAR ☐ TRUCK PRIOR USE _____ YEAR 2014 MAKE JEEP
MODEL OR SERIES GRAND CHEROKEE BODY TYPE SW COLOR GRANITE TRIM OVERLAND TO BE DELIVERED ON/OR ABOUT 6/13/13
SERIAL # 1C4RJFCG1EC[redacted] SALESMAN DAVE BEATTY STOCK NO [redacted]
INS. POL. NO [redacted] INS. CO 21ST CENTURY INS INSURANCE AGENT & ADDRESS 21ST CENTURY INS PHONE 1877-461-8181
EFFECTIVE DATE: 6-13-13 EXPIRATION DATE: 11-15-13 AGENT ADDRESS: PO BOX 15510 WILMINGTON DE 19850

24 MONTH LEASE	MSRP ▲	$ 48,485.00
15,000 MILES PER YEAR	38CEA1 LEASE CONCESSION	1,000.00
544.00 MONTHLY PAYMENT	$3500.00 DOWN OUT OF	TRADE EQUITY
▲ $	AFTER MARKET ITEMS & INSTALLER:	

USED CAR TRADE-IN #1

YEAR 2013 MAKE FORD MODEL ESCAPE
BODY SW MILEAGE
SERIAL NO [redacted]
TITLE # [redacted] LICENSE NO [redacted]
BALANCE OWED TO LICENSE EXP. DATE 9/30/13
ADDRESS TITLE IN
ADDRESS HAND
ACCOUNT NO DUE DATE / /

USED CAR TRADE-IN #2

YEAR MAKE MODEL
BODY MILEAGE
SERIAL NO
TITLE # LICENSE NO
BALANCE OWED TO N/T LICENSE EXP. DATE / /
ADDRESS
ADDRESS
ACCOUNT NO DUE DATE / /

CHRYSLER SERVICE CONTRACT PRICE:	(+)	
PLAN		
CASH SALE PRICE OF DESCRIBED VEHICLE	(=)	
ALLOWANCE FOR TRADE-IN	(−)	
BALANCE AFTER TRADE-IN	(=)	$
SALE TAX	(+)	
LICENSE ___ TITLE ___ REGISTRATION XFER	(+)	
DOCUMENTARY FEE	(+)	131.00 ~~$129.00~~
TIRE TAX	(+)	
BALANCE OWED ON TRADE-IN	(+)	
TOTAL DUE	(=)	$
DEPOSIT PAID	(−)	
CASH DUE AT DELIVERY		$
BALANCE FINANCED		$
FINANCE INFORMATION		
THRU CCAP	24 MOS. AT	
544.00	PER MO. 0.00066 A.P.R.	

If you cancel this purchase agreement or refuse to take delivery of the vehicle, ordered, except as permitted by law, you shall, at our option, forfeit as damages _____
Purchaser hereby acknowledges to the above clause.
Customer's Signature _____

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"The information you see on the (Federal Trade Commission) window form is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS AND HEREBY MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE CASE OF A USED VEHICLE OR CHASSIS, THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY. ASK SALESPERSON FOR COPY OF COMPLETE WARRANTY.

THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER. WE CANNOT INCREASE THE CONTRACT PRICE OF A MOTOR VEHICLE AFTER THE CONTRACT HAS BEEN ACCEPTED BY THE DEALER OR THE AUTHORIZED DEALER REPRESENTATIVE UNLESS THE INCREASE IS DUE TO THE PASSAGE OF A LAW OR REGULATION OF THE UNITED STATES OR THE COMMONWEALTH WHICH REQUIRES THE ADDITION OF NEW EQUIPMENT TO CERTAIN VEHICLES; OR, IN THE CASE OF FOREIGN MADE VEHICLES, IS DUE TO A REVALUATION OF THE UNITED STATES DOLLAR VIS-A-VIS THE CURRENCY OF THE COUNTRY OF MANUFACTURE; HOWEVER, WE HAVE THE RIGHT TO REAPPRAISE THE VALUE OF A TRADE IN VEHICLE IF THE DEALER CAN ESTABLISH THAT THE VEHICLE HAS SUFFERED DAMAGE OR SERIOUS MECHANICAL DETERIORATION SINCE THE DATE OF THE VALUATION BUT PRIOR TO ITS DELIVERY TO THE DEALER, OR UNLESS PARTS OR ACCESSORIES, OR BOTH, INCLUDING TIRES, HAVE BEEN REMOVED OR REPLACED WITH PARTS OR ACCESSORIES OF INFERIOR QUALITY.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, AND HEREBY ACKNOWLEDGE A COPY OF THIS ORDER.

6-13-13 CUSTOMER'S SIGNATURE [signature] 6-13-13

Repair Order Detail - Internal Copy

RO Number: 198588 RO Status: CLOSED

Customer: [redacted]
Phone(s): Contact: [redacted] Main: [redacted]
Vehicle: 1C4RJFCG1EC[redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Click to View Cust Copy
Cell:

Mileage: 4,404
Service advisor: 403
Tag number: T051

Payment type: CASH
Promised time: 08:00 PM
Promised date: 10/22/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

A CUSTOMER STATES ENGINE LIGHT IS ON

MIL	C	CUSTOMER STATES ENGINE LIGHT IS ON	0.00	0.00

Tech(s): 267

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

Story: 4407 STORED CODE SET FOR LOST COMMUNICATION WITH TRANS CONTROLLER. ADDRESSED WITH TRANS UPDATE FOR RRT 13-066

B CUST STATES TRANSMISSION DOES NOT DOWNSHIFT WHEN GOING DOWN HILLS

21	C	TRANSMISSION	0.00	0.00

Tech(s): 267

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

Story: 4407 NO CODES SET. ALL SENSOR READINGS ARE NORMAL. TEST DRIVE. TRANSMISSION OPERATING AS DESIGNED.

C** PERFORM RRT 13-056

74	C	RECALLS & CAMPAIGNS	0.00	0.00

Tech(s): 267

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line C: 0.00

Story: 4407 SUPERSEDED BY RRT 13-071

D** PERFORM RRT 13-066

1819059D	W	Module, Transmission Control (TCM) - Reprogram Module, Transmission Control (TCM) - Reprogram / Drive Train Control (DTCM) - Reprogram (1 - Semi-Skilled)	0.20	17.20

Tech(s): 267

Pts: 0.00 Lbr: 17.20 Other: 0.00 Total Line D: 17.20

E** PERFORM RRT 13-071

186002AC	W	Radio - Reprogram Radio, Software - Create From C[redacted] Only) [redacted] Skilled	0.20	17.20

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PLAINTIFF'S EXHIBIT
B

Tech(s): 267

Pts: 0.00 Lbr:. [redacted] 0.00 Total Line E: 17.20

Repair Order Detail - Internal Copy

RO Number: [redacted] RO Status: CLOSED

Customer: [redacted] Click to View Cust Copy
Phone(s): Contact: [redacted] Main: [redacted] Cell:
Vehicle: 1C4RJFCG1EC[redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Mileage: 4,404
Service advisor: 403
Tag number: T051

Payment type: CASH
Promised time: 08:00 PM
Promised date: 10/22/2013

Waiter: No
Estimate: 0.00
Customer Comments: No

Customer Pay	
Labor	0.00
Parts	0.00
Lube	0.00
Sublet	0.00
Miscellaneous/Shop Charge	0.00
Deductible	0.00
Total Charges	0.00
Less Insurance/Adjustment	0.00
Sales Tax	0.00
Total	0.00

Repair Order Detail - Internal Copy

RO Number: [redacted] RO Status: CLOSED

Customer: [redacted] Click to View Cust Copy
Phone(s): Contact: [redacted] Main: [redacted] Cell:
Vehicle: 1C4RJFCG1EC[redacted] 2014 GRANC PAU_Granite-_Crystal_Met._Clear_Coat

Mileage: 4,782 Payment type: CASH Waiter: No
Service advisor: 566 Promised time: 08:00 PM Estimate: 0.00
Tag number: T306 Promised date: 10/31/2013 Customer Comments: No

---

A CUSTOMER STATES RADIO SCREEN GOES BLANK NAV LOCKS WIPERS WENT ON BY THEMSELVES

08	C	OVERWRITED FLASH AND REWROTE SOFTWARE	0.00	0.00

Tech(s): 267

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line A: 0.00

B CUSTOMER STATES CHECK ENGINE LIGHT FLASHES GOING DOWN A MOUNTAIN HILL AND TRANS REDLINES ON THE TACH

21	C	SCANNED PCM NO FAULT CODES FOUND. MIL IS NOT ON. ROAD TESTED VEHICLE, OPERATING AS DESIGNED.	0.00	0.00

Tech(s): 267

Pts: 0.00 Lbr: 0.00 Other: 0.00 Total Line B: 0.00

C CUSTOMER STATES L/F TIRE TIRE SENSOR ISSUE

22140102	W	Sensor, low tire pressure - Replace One (1 - Semi-Skilled)	0.60	51.59

Tech(s): 267

56029398AB 1 SENSOR-TIRE PRESSURE 66.29

Pts: 66.29 Lbr: 51.59 Other: 0.00 Total Line C: 117.88

D** TIRES

22	ISP	WHEELS & TIRES	0.00	0.00

Tech(s): 267

Y151093203 1 P265/50R20 FORTERA HL VSB 166.73

Pts: 166.73 Lbr: 0.00 Other: 0.00 Total Line D: 166.73

Customer Pay	
Labor	0.00
Parts	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]op Charge	0.00
[illegible]	0.00
[illegible]	0.00
[illegible]djustment	0.00

PLAINTIFF'S EXHIBIT C

ALL-STATE LEGAL®

CUSTOMER #: [redacted]

[redacted]

INVOICE

VIDEON CHRYSLER DODGE JEEP
4951 West Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

[redacted]
WEST CHESTER, PA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 566 JOHN TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU 'Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		4799/4799	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DI			20:00 01NOV13			CASH	07NOV13

R.O. OPENED	READY	OPTIONS: SOLD-STK:E5373
14:36 01NOV13	09:15 07NOV13	ENG:ERB 3.6L V6 24V VVT Engine TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES NAV LOCKS UP AND BLACKS OUT			
CAUSE: .			
08600270 Radio / telematics gateway module - Test and replace Replace with exchange unit (0 - Low Skilled)			
267 W			(N/C)
1 68190240AI RADIO			(N/C)
FC: 58			
PART#: 68190240AI			
COUNT: 1			
CLAIM TYPE: W			
AUTH CODE:			

****

New hours !!!!

INVOICE

[redacted]
WEST CHESTER, PA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

PAGE 1

495 Wes Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

SERVICE ADVISOR: 566 JOHN TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFG1EC2[redacted]		5416/5416	T546

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS							
13JUN13 DI			20:00 14NOV13			CASH	15NOV13

R.O. OPENED	READY	OPTIONS: SOLD-STK:[redacted]
		ENG:ERB 3.6L V6 24V VVT Engine
08:06 14NOV13	10:56 15NOV13	TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUSTOMER STATES RADIO SCREEN GOES BLANK, BLUE TOOTH INOP, CAN NOT DETECT KEY COMES UP ON DASH, HEATED SEATS WONT SHUT OFF, ADAPT CRUISE INOP AND BRAKE KEEPS POPPING UP ON DASH						
	NC		PERFORM DIAGNOSTIC TEST , NO STORED FAULT CODES, COULD NOT DUPLICATE CUSTOMER CONCERN AT THIS TIME PERFORM SOFTWARE UPDATE RECALL N58				
			C		0.00		0.00
			**********				
B	PERFORM RECALL N58						
	CAUSE:						
	08N58184		Safety Recal N58 - Reprogram Instrument Cluster & ABS Module // Alternator Ground Wire - Reprogram Reprogram Instrumen Cluster and ABS Module // Tighten Alternator Ground Wire (1 - Semi-Skilled)				
			W				(N/C)
	FC:	PART#:	COUNT:				
	CLAIM TYPE:		S				
	AUTH CODE:						
	**********						
	SUBL		WARRANTY RENTAL				
			W				(N/C)

New hours .!! !!!!

CUSTOMER #: [redacted]

[redacted]

INVOICE

PAGE 1

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NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

[redacted]
WEST CHESTER, PA
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

SERVICE ADVISOR: 403 BOB SUNDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		5695/5759	T680

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS							
13JUN13 DD			20:00 18NOV13			CASH	20NOV13

R.O. OPENED	READY	OPTIONS: SOLD-STK: [redacted]
19:05 18NOV13	15:53 20NOV13	ENG:ERB 3.6L V6 24V VVT Engine TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	CUST SATTES RADIO SCREEN GOES BLANL AND BLUETOOTH STOPS WORKING						
	NC PERFORM DIAGNOSTIC SCAN FOR NAV AND RADIO ISSUES. RADIO SOFTWARE IS UP TO DATE AND NO STORED FAULT CODES . ROAD TESTED 64 MILES						
		267	C		0.00		0.00
	NC WAS ROAD TESTED 64 MILES WITH AN IPHONE HOOKED UP TO THE BLUETOOTH AND WITH VEHICLE NAVAGATION SET TO A DESTINATION.						
		267	C		0.00		0.00

****

New hours !!!!

CUSTOMER #[redacted]

[redacted]

INVOICE

PAGE 1

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NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

WEST CHESTER, PA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

SERVICE ADVISOR: 566 JOHN TAYLOR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		5988/5988	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DD			WAIT 27NOV13			CASH	27NOV13

R.O. OPENED	READY	OPTIONS: SOLD-STK:[redacted]
15:01 27NOV13	15:27 27NOV13	ENG:ERB 3.6L V6 24V VVT Engine TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES RADIO BLACKS OUT AT TIMES
CAUSE: INTERNL DEFECT

08600270 Radio / telematics gateway module - Test and replace Replace with exchange unit (0 - Low Skilled)
267 W (N/C)
1 Z8190240AG RADIO (N/C)
FC: 58 PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

****

New hours !!!!!!!!!!!!!!!!!!!!!!!!!!!!
Mon and Wed 8:00 am to 8:00 pm
Tues, Thur and Fri 8:00 am to 6:00 pm
Saturday Express Lane Only 8:00 to 12:00
Schedule your next appointment at Videon.com

PAYMENT METHOD
[ ] CASH [ ] CHECK Check # _____
[ ] CHARGE [ ] CREDIT CARD
AR

Your Vehicle is parked in lot

Mopar CHRYSLER REPLACEMENT GENUINE PARTS

Thank You
We Appreciate
Your Business!

CHRYSLER DODGE

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

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PLAINTIFF'S EXHIBIT
G

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CUSTOMER #: [redacted]

[redacted]

INVOICE

VIDEON CHRYSLER DODGE JEEP
4951 West Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

[redacted]
WEST CHESTER, PA 1
HOME: [redacted] CONT: 6[redacted]
BUS: [redacted] CELL:

PAGE 1

SERVICE ADVISOR: 403 BOB SUNDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		7034/7036	T516

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DD			20:00 17FEB14			CASH	17FEB14

R.O. OPENED	READY	OPTIONS: SOLD-STK[redacted]
08:44 17FEB14	15:49 17FEB14	ENG:ERB 3.6L V6 24V VVT Engine TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
A CUSTOMER STATES NAV KEEPS DROPPING OUT				
CAUSE: .				
186002AK Radio - Reprogram Radio, Check Software Level and Perform Software Update (0 - Low Skilled)				
267 W				(N/C)
1 4275086AD LABEL-GENERAL INFORMATION				(N/C)
FC: ZZ PART#: COUNT:				
CLAIM TYPE: W				
AUTH CODE:				
**********				
B LUBE OIL AND FILTER CHANGE				
LOF LUBE OIL AND FILTER CHANGE				
267 C			15.95	15.95
1 68191349AA FILTER-ENGINE OIL		8.85	8.85	8.85
6 68055891AA 5w30		2.60	2.60	15.60
**********				
C REPLACE WIPER BLADES				
CAUSE: WORN				
WB REPLACE WIPER BLADES				
267 C			0.00	0.00
1 68194930AA BLADE-FRONT WIPER		20.70	20.70	20.70
1 68194931AA BLADE-FRONT WIPER		21.00	21.00	21.00
**********				
D CUST STATES 1-2 TRANS SHIFT TAKES TOO LONG				
CAUSE: .				
1819059D Module, Transmission Control (TCM) - Reprogram Module, Transmission Control (TCM) - Reprogram / Drive Train Control (DTCM) - Reprogram (1 - Semi-Skilled)				
267 W				(N/C)

PAYMENT METHOD

[ ] CASH [ ] CHECK Check # _____

[ ] CHARGE [ ] CREDIT CARD

AR

Your Vehicle is parked in lot

_____

Mopar CHRYSLER CORPORATION GENUINE PARTS

FIVE STAR

Jeep

Thank You We Appreciate Your Business!

VIDEON CHRYSLER DODGE JEEP

CHRYSLER DODGE

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

CUSTOMER #: [redacted]

[redacted]

INVOICE

VIDEON CHRYSLER DODGE JEEP
4951 West Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

WEST CHESTER, PA [redacted] PAGE 2

HOME: [redacted] CONT: [redacted]

BUS: [redacted] CELL:

SERVICE ADVISOR: 403 BOB SUNDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		7034/7036	T516

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DD			20:00 17FEB14			CASH	17FEB14

R.O. OPENED	READY	OPTIONS: SOLD-STK: [redacted]
08:44 17FEB14	15:49 17FEB14	ENG:ERB 3.6L V6 24V VVT Engine TRN:DFL 8-SPD AUTO 845RE TRANS (MAKE)

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
FC: FM PART#: COUNT: CLAIM TYPE: W AUTH CODE:			

****

E CUST STATES SIRIUS DOES NOT WORK

08 ELECTRICAL

267 C 0.00 0.00

****

F** CUST STATES AIR SUSPENSION WILL RISE AT HIWAY SPEEDS

CAUSE: .

18193692 Module, Air Suspension Control (ASCM) - Reprogram Module, Air Suspension Control (ASCM) - Reprogram (1 - Semi-Skilled)

267 W (N/C)

FC: FM PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

CHRYSLER DODGE JEEP

****

G** SERVICE MANAGER STATES TO UPDATE ALL CONTROL MODULES TO LATEST SOFTWARE.

CAUSE: .

18196295 Module, Automatic Temperature Control (ATC) - Reprogram Module, Automatic Temperature Control (ATC) - Reprogram (1 - Semi-Skilled)

267 W (N/C)

FC: FM PART#: COUNT:

CLAIM TYPE: W

PAYMENT METHOD

[ ] CASH [ ] CHECK Check # _____

[ ] CHARGE [ ] CREDIT CARD

AR

Your Vehicle is parked in lot

_____

Mopar CHRYSLER CORPORATION GENUINE PARTS

FIVE STAR

Thank You
We Appreciate
Your Business!

VIDEON CHRYSLER DODGE JEEP

CHRYSLER DODGE Jeep

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

CUSTOMER #: [redacted]

[redacted]

INVOICE

VIDEON CHRYSLER DODGE JEEP
4951 West Chester Pike
NEWTOWN SQUARE, PA 19073
Phone (610) 356-7000
www.videon.com

WEST CHESTER, PA [redacted]

HOME: [redacted] CONT: [redacted]
BUS: [redacted] CELL:

SERVICE ADVISOR: 403 BOB SUNDO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
PAU Granit	14	JEEP GRAND CHEROKEE	1C4RJFCG1EC[redacted]		7034/7036	T516

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
13JUN13 IS 13JUN13 DD			20:00 17FEB14			CASH	17FEB14

R.O. OPENED	READY	OPTIONS: SOLD-STK [redacted]
08:44 17FEB14	15:49 17FEB14	ENG:ERB_3.6L_V6_24V_VVT_Engine TRN:DFL_8-SPD_AUTO_845RE_TRANS_(MAKE)

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

AUTH CODE:

****

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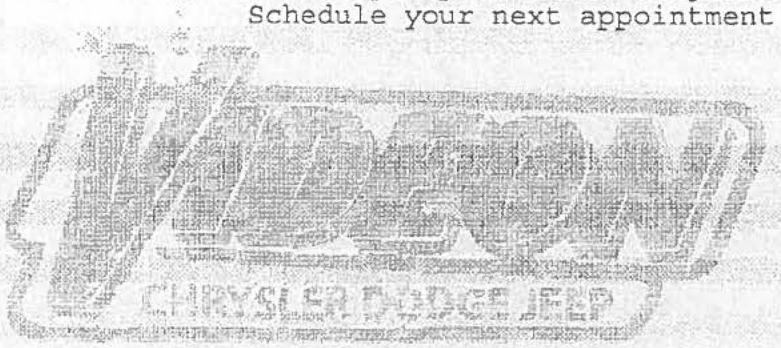
Tues, Thur and Fri 8:00 am to 6:00 pm
Saturday Express Lane Only 8:00 to 12:00
Schedule your next appointment at Videon.com



PAYMENT METHOD

[ ] CASH [ ] CHECK Check # _____

[ ] CHARGE [ ] CREDIT CARD

AR

Your Vehicle is parked in lot

Mopar CHRYSLER CORPORATION GENUINE PARTS

FIVE STAR

Jeep

Thank You
We Appreciate
Your Business!

VIDEON CHRYSLER DODGE JEEP

CHRYSLER DODGE

DESCRIPTION	TOTALS
LABOR AMOUNT	15.95
PARTS AMOUNT	66.15
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	82.10
LESS INSURANCE	0.00
SALES TAX	4.93
PLEASE PAY THIS AMOUNT	87.03

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

CERTIFIED MAIL™

[redacted]

Fir

KIMMEL & SILVERMA
P.C.
30 East Butler Pike, Ambler, PA 19002

TO:

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

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1252317
Marshall

CHERNOSKY LAW OFFICES

21300 Lorain Road
Fairview Park, Ohio 44126
Cell: (440) 212-9024
Office: (440) 471-7071
Fax: (440) 638-7031
david@lemonlawyerinfo.com

VIA FIRST CLASS U.S. MAIL

September 4, 2014

Chrysler Group, LLC
Warranty Litigation Department
CLMS 485-13-32
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766

RECEIVED
SEP - 9 2014
MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.

Re:	**Revocation of Acceptance**
Our Client:	[redacted]
Vehicle:	**2014 Jeep Grand Cherokee**
VIN:	**1C4RJFJG3EC**[redacted]

Dear Sir or Madam:

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

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

1. Transmission
2. Vibration
3. Exterior
4. Brake System
5. Cruise Control
6. Overall Drivability
7. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

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

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

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

With Regards,

David J. Chernosky
Attorney for Peter Merriman

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

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1242488
Rose

ROBERT M. SILVERMAN[a,b,c]
CRAIG THOR KIMMEL[a,b,c]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, MI Bar
[i] Member, NH Bar
[j] Member, CT Bar
[k] Member, TN Bar
[l] Member, WV Bar
[m] Member, DC Bar
[n] Member, CA Bar
[o] Member WI Bar
[p] Member TX Bar
[q] Member WF Bar
[r] Certified by the New Jersey Supreme Court as a Civil Trial Attorney

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[a,b,c,d,e,f]
ROBERT A. RAPKIN[a]
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RICHARD A. SCHOLLER[a]
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W. CHRISTOPHER COMPONOVO[a,b]
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JOSEPH L. GENTILCORE[a]
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1-800-LEMON LAW
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CORPORATE HEADQUARTERS
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Ambler, PA 19002
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F (215) 540-8817

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

October 4, 2013

Chrysler Group LLC
Fax- (248) 512-4201

Re: [redacted]
2014 Jeep Grand Cherokee
VIN: 1C4RJFJT3EC[redacted]

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2014 Jeep Grand Cherokee. I am enclosing the contract, registration, and repair slips. As you can see, my client has returned to the dealership for problems with the rear camera and the Quadra and collision systems. ***Please note the vehicle is currently at the dealership.***

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

I look forward to hearing from you.

Very truly yours,

Timothy J. Abeel, Jr.

TJA/pm
Attachments

Chrysler Group LLC
Office of the General Counsel
OCT 04 2013
By FAX Mail/Reg. Agent/ Sec. of State/Proc. Server

RECEIVED
OCT - 7 2013
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

139385873

93050 55255 49020
USB LEASING LT
1850 OSBORNE AVE
OSHKOSH WI 54902

VIN: 1C4RJFJT3EC[redacted] MAKE: JEE
MODEL: GRA YEAR: 2014
PLATE NO: [redacted] GOOD THRU: 05/2017
REG Initial: 311.00
FD REG:
POST AUDIT:
PLATE FEE:
TITLE FEE: 60.00
TOTAL: 371.00
TT GD20131622465

LESSEE: [redacted]
CLIFFSIDE PARK NJ [redacted]
M44552700005802

Motor Vehicle Commission NEW JERSEY

LEASED VEHICLE REGISTRATION

PLATE NO: [redacted] GOOD THRU: 05/2017
VIN: 1C4RJFJT3EC1[redacted]
JEE 2014 WAGON BK GRA NC: 8
USB LEASING LT PASSENGER 08
1850 OSBORNE AVE CC:93050 55255 49020
OSHKOSH WI 54902 INITIAL PT:PA
EO:8 FEE: 311.00 TT GD20131622465

MOTOR VEHICLE LEASE AGREEMENT - CLOSED-END
NEW JERSEY

usbank

1. LESSEE AND LESSOR

LESSEE AND CO-LESSEE	LESSOR
Name: [redacted]	Name: TETERBORO CHRYSLER/PLYMOUTH
Address: [redacted]	Address: 469 ROUTE 46 LITTLE FERRY NJ 07643
CLIFFSIDE PARK NJ [redacted]	
County:	
LEASE NUMBER	LEASE DATE 05/31/2013

The words "you" and "your" mean each person named as a Lessee or Co-Lessee above. The words "we," "us" and "our" mean the Lessor named above and USB Leasing LT, 1650 Osborn Avenue, Oshkosh, WI 54902, (telephone number) 1-800-USBANKS, or its successors and assigns ("Assignee"), to whom this Motor Vehicle Lease Agreement ("Lease") will be assigned. "Vehicle" means the leased vehicle described below, including all equipment, parts, accessories and accessions. You agree to lease the Vehicle from us according to the terms and conditions of this Lease. The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

2. VEHICLE DESCRIPTIONS

A. LEASED VEHICLE

☒ New (Manufacturer's Suggested Retail Price $ 54880.00) ☐ Used ☐ Demo	Year	Make	Model	Body Style	Odometer Reading	Vehicle Identification No.
	2013	JEEP	GRAND CHER	4DR 4WD SU	16	1C4RJFJT3EC [redacted]

Primary Use of Vehicle: ☐ Personal, family or household purposes ☐ Business, commercial or agricultural purposes

If the Odometer Reading is greater than 1000 miles, then the prior use of the Vehicle is:
☐ personal, family or household ☐ demonstrator ☐ livery ☐ daily rental
☐ police ☐ prior wreckage ☐ unknown

No. Cylinders	Transmission	Brakes	Steering	Air Conditioning
	☒ automatic ☐ manual	☒ power-assisted ☐ manual	☒ power-assisted ☐ manual	☒ yes ☐ no

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.

B. TRADE-IN VEHICLE: Year 2011 Make JEEP Model GRAND CHER

3. AMOUNT DUE AT LEASE SIGNING OR DELIVERY
(Itemized below)*
$ 11494.65

4. MONTHLY PAYMENTS
A. Your first Monthly Payment of $ 584.91 is due on the Lease Date, followed by 38 payments of $ 584.91 due on the 1st of each month.
B. The total of your Monthly Payments is $ 22811.49

5. OTHER CHARGES (Not part of your Monthly Payment)
A. Termination Fee (if you do not purchase the Vehicle) $ 395.00
B. Total $ 395.00

6. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)
$ 34115.23
(Sections 3 plus 4(B) plus 5(B) minus Sections 7(A)(3) minus 7(A)(4))

7. *ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:

(1) Capitalized Cost Reduction	$ 2969.45
(2) Sales/Use Tax on Capitalized Cost Reduction	N/A
(3) First Monthly Payment	584.91
(4) Refundable Security Deposit	N/A
(5) Initial Title, Registration and License Fees	697.79
(6) Upfront Sales/Use Tax on Vehicle	N/A
(7) DOC AGE/MI TIRE SEE	336.50
(8) Total	$ 11494.65

B. How the Amount Due at Lease Signing or Delivery will be Paid:

(1) Net Trade-in Allowance	$ 4233.63
(2) Rebates and Noncash Credits	2250.00
(3) Amount to be Paid in Cash	5010.82
(4) Total	$ 11494.65

8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 55523.21) and any items you pay over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) ☐ If you want an itemization of this amount, please check this box.	$ 56797.21
B.	**Capitalized Cost Reduction.** The amount of any Net Trade-in Allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost	9969.45
C.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment	= 46827.76
D.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment	= 26891.20
E.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term	= 19936.56
F.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts	+ 2874.93
G.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge	= 22811.49
H.	**Lease Payments.** The number of payments in your Lease (Lease Term 39 months)	÷ 39
I.	**Base Monthly Payment**	= 584.91
J.	**Monthly Sales/Use Tax**	+ N/A
K.	N/A	+ N/A
L.	**Total Monthly Payment ("Monthly Payment")**	= $ 584.91

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

9. EXCESSIVE WEAR AND USE

L. Total Monthly Payment ("Monthly Payment") ..... = $ [illegible]

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

9. EXCESSIVE WEAR AND USE

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10000 miles per year at the rate of $ .25 per mile. No rebate or credit will be paid to you if the mileage is less than the specified amounts.

10. PURCHASE OPTION AT END OF LEASE TERM

If you have fully performed all of your obligations under this Lease, including paying the total of your Monthly Payments and all other amounts due under this Lease, then you have an option to purchase the Vehicle AS IS at the end of the Lease Term for $ 27241.20, plus any taxes, official fees and other charges related to such purchase.

Other Important Terms. See both sides of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Assuming there is no default and that you exercise your purchase option at the end of the Lease Term, the Total cost of the Lease is $ [illegible], (Section 3 plus Section 4(B) plus the Purchase Option Amount (Section 10) minus Section 7(A)(3) minus Section 7(A)(4)).

11. ESTIMATED OFFICIAL FEES AND TAXES

The total estimated amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your Monthly Payments or assessed otherwise: $ 511.29. This is an estimate based on current tax rates, the actual total of fees and taxes may be higher or lower, depending on the tax rate in effect or the value of the Vehicle at the time a fee or tax is assessed.

12. WARRANTIES

If the Vehicle is new, it is covered by the standard manufacturer's new vehicle warranty. If the Vehicle is new or used, it is not covered by any other express warranty unless identified below:

☐ The Vehicle is covered by the remainder of the standard manufacturer's new vehicle warranty.

☐ The Vehicle is covered by an extended warranty purchased from the manufacturer or other third party provider.

☐ _____

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

You expressly agree and understand that you have selected and agreed to lease the Vehicle "AS IS." WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED AS TO THE VEHICLE OR ANY PART OR ACCESSORY THEREOF. WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

13. INSURANCE VERIFICATION

The Vehicle is insured by:

Policy Number	Insurance Company	Insurance Agent	Agent Address	Agent Phone Number
50346993	NJM	DIRECT	361 SULLIVAN WAY W TRENTON NJ 08628	(609)883-1300

You authorize us to verify and give your agent authorization to place the minimum coverage required by this Lease (see Section 16).

14. SIGNATURES

YOU AGREE TO ALL THE PROVISIONS ON **BOTH** SIDES OF THIS LEASE AND REPRESENT THAT YOU HAVE READ **BOTH** SIDES OF THIS LEASE.

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THIS LEASE FOR ONE BUSINESS DAY BEFORE SIGNING THE LEASE.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

INDIVIDUAL LESSEE SIGNATURE(S)

Lessee Signature:	Co-Lessee Signature:
X [redacted]	X

BUSINESS LESSEE SIGNATURE

Authorized Signer's Name:	Title:	Signature:
		X

LESSOR SIGNATURE

The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage (see Section 13); and (3) assigning to USB Leasing LT or its successors and assigns all right, title and interest in, and to the Vehicle and this Lease according to the terms and conditions of the Dealer Lease Agreement between Lessor and Assignee.

Authorized Signature: X

[This space intentionally left blank.

See additional terms on page 2.]

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

CHRYSLER
Jeep
TETERBORO
CHRYSLER • JEEP • DODGE • RAM
www.TeterboroChryslerJeep.com
469 Route 46 East • Little Ferry, NJ 07643
Sales (201) 440-0222 • Service (201) 440-3760 • Parts (201) 440-1555
DODGE
RAM

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR: JIMMY 283	TAG NO.	INVOICE DATE: 10/03/13	[redacted]
[redacted]	LABOR RATE	LICENSE NO. [redacted]	MILEAGE: 3,943	COLOR: BRILLIANT B
CLIFFSIDE PARK, NJ [redacted]	YEAR / MAKE / MODEL: 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE: 05/31/13	DELIVERY MILES: 16
	VEHICLE I.D. NO.: 1 C 4 R J F J T 3 E C 1 [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	P.T.E. NO.	P.O. NO.	R. O. DATE: 09/30/13	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 3947

LABOR & PARTS

CUSTOMER STATES AIR RIDE SUSP WHEN DONE RASING STILL BLINKS
FOUND FRONT AIR SUSP OUT OF CALIBRATION
RECALIBRATED FRONT AIR LIFT SUSP
WORK COMPLETED

JOB # 1 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES CHECK FOR BRAKING ON ITS OWN
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED.
COULD NOT DUPLACATE OWNERS CONCERN

JOB # 2 TOTAL LABOR & PARTS 0.00

RRT 13-056
WORK COMPLETED RADIO UPDATED

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

** Payment Method **
[ ] Cash
[ ] Check #
[ ] Credit Card

ALL PARTS ARE NEW, UNLESS OTHERWISE SPECIFIED

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**

****
* I WANT TO PERSONALLY THANK YOU FOR GIVING ME THE
* OPPORTUNITY TO SERVICE YOUR VEHICLE.I HOPE I HAVE MET
* ALL YOUR EXPECTATIONS,AND THE WORK PERFORMED WAS TO YOUR
* COMPLETE SATISFACTION.IF YOU HAVE ANY CONCERNS REGARDING
* YOUR RECENT SERVICE,PLEASE GIVE US A CALL.
****

CUSTOMER SIGNATURE

TETERBORO
CHRYSLER • JEEP • DODGE • RAM
www.TeterboroChryslerJeep.com
469 Route 46 East • Little Ferry, NJ 07643
Sales (201) 440-0222 • Service (201) 440-3760 • Parts (201) 440-1555

CHRYSLER Jeep DODGE RAM

CUSTOMER NO. [redacted]	ADVISOR JIMMY 283	TAG NO.	INVOICE DATE 09/19/13	CELL: [redacted]
[redacted]	LABOR RATE	LICENSE NO. [redacted]	MILEAGE 3,303	COLOR BRILLIANT B
CLIFFSIDE PARK, NJ [redacted]	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE 05/31/13	DELIVERY MILES 16
	VEHICLE I.D. NO. 1C4RJFJT3EC [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	R.Y.E. NO.	P.O. NO.	R. O. DATE 09/17/13	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 3502

LABOR & PARTS

CUSTOMER STATES COLLISION AVOIDANCE SYSTEM VEHICLE HAS BEEN
BRAKING AT 50 MPH
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED
ROAD TESTED FOR 199 MILES COULD NOT DUPLICATE OWNERS CONCERN

JOB # 1 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES BACK UP CAMERA GOES BLUE
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED
WORK COMPLETED

JOB # 2 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES QUADRA LIFE SYSTEM REMAINS FLASHING WHEN SYS
IS DONE SEE NOTE
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

** Payment Method **
[ ] Cash
[ ] Check #
[ ] Credit Card

ALL PARTS ARE NEW, UNLESS OTHERWISE SPECIFIED

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**

****
* I WANT TO PERSONALLY THANK YOU FOR GIVING ME THE
* OPPORTUNITY TO SERVICE YOUR VEHICLE. I HOPE I HAVE MET
* ALL YOUR EXPECTATIONS AND THE WORK PERFORMED WAS TO YOUR
* COMPLETE SATISFACTION. IF YOU HAVE ANY CONCERNS REGARDING
* YOUR RECENT SERVICE, PLEASE GIVE US A CALL.
****

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 03:50pm

CHRYSLER

Jeep

TETERBORO
CHRYSLER • JEEP • DODGE • RAM
www.TeterboroChryslerJeep.com
469 Route 46 East • Little Ferry, NJ 07643
Sales (201) 440-0222 • Service (201) 440-3760 • Parts (201) 440-1555

DODGE

RAM

CELL [redacted]

CUSTOMER NO. [redacted]	ADVISOR JIMMY 283	TAG NO.	INVOICE DATE 09/04/13	
[redacted] N	LABOR RATE	LICENSE NO. [redacted]	MILEAGE 3,081	COLOR BRILLIANT B
CLIFFSIDE PARK, NJ [redacted]	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE 05/31/13	DELIVERY MILES 16
F4	VEHICLE I.D. NO. 1C4RJFJT3EC [redacted]		SELLING DEALER NO.	PRODUCTION DATE
[redacted]	P.T. E.NO.	P.O. NO.	R. O. DATE 08/26/13	
	COMMENTS			MO: 3085

CUSTOMER REQUIRES LUBRICATION, OIL CHANGE, AND FILTER CHANGE AT THIS TIME AND MILEAGE FOR MAINTENANCE PROTECTION.
3 FREE OIL CHANGES
PERFORMED LUBRICATION, OIL CHANGE, AND FILTER CHANGE TO INSURE PROPER MAINTENANCE PROTECTION.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1	4884899-BA	FILTER EN 9057006		INTERNAL
JOB # 1	7	68055890-AA	OIL 5W20 1081090		INTERNA
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

CUSTOMER STATES COLLISION SYSTEM ACTIVATED WITH NO ONE IN FRONT OF HIM 4 TIMES RED BRAKE FLASHES ON DASH
NO CONDITION FOUND AFTER MODULE FOR AIR RIDE MODULE WAS REPLACED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
			JOB # 2 TOTAL PARTS		0.00
			JOB # 2 TOTAL LABOR & PARTS		0.00

CUSTOMER STATES QUADRA SYSTEM RAISING AND LOWERING SYSTEM KEEPS DISPLAY AFTER VEHICLE IS DONE HAVE TO SHUT OFF VEHICLE TO RESET
INTERNAL SHORT IN AIR RIDE SUSP. MODULE
REPLACED MODULE ROAD TESTED WORKING PROPERLY AT THIS TIME

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1	68109987-AE	MODULE AI 8035035		WARRANTY
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

CUST STATES REAR BACKUP CAMERA INOP
SCREEN TURNS BLUE
INTERNAL CAMERA FAILURE
REPLACED CAMERA

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	1	68137943-AD	CAMERA NO 8037155		WARRANTY
			JOB # 4 TOTAL PARTS		0.00
			JOB # 4 TOTAL LABOR & PARTS		0.00

[CONTINUED ON NEXT PAGE]
03:05pm

Lm 1242488
Rose

ROBERT M. SILVERMAN[a,b]
CRAIG THOR KIMMEL[a,b]

[a] Member, PA Bar
[b] Member, NJ Bar
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[cc] Certified by the New Jersey Supreme Court as a Civil Trial Attorney

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P.C.

1-800-LEMON LAW
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DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danielson, CT 06239, P (860) 866-4380, F (860) 263-0919
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

December 30, 2013

12-30

RECEIVED
JAN 07
SPECIAL INVESTIGATIONS

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

Re: G[redacted]v. Chrysler Group LLC
Vehicle: 2014 Jeep Grand Cherokee – VIN 1C4RJFJT3EC[redacted]

Dear Sir/Madam:

We believe that Plaintiff's vehicle is a "lemon" under the New Jersey Lemon Law (N.J.S.A. 56:12-29 to 56:12-49). I am hereby making a written demand for relief under the Lemon Law.

Since these defects substantially impair the use, value or safety of my vehicle, we am hereby allowing you one final opportunity to repair my vehicle. If these repairs are not completed within 10 calendar days of receipt of this letter, I am entitled to a refund calculated in accordance with the Lemon Law. I look forward to hearing from you soon.

Very truly yours,

Timothy J. Abeel, Jr.
KIMMEL & SILVERMAN, PC

TJA\pb

RECEIVED
JAN 16 2014
CCRG
Office of the General Counsel

RECEIVED
JAN 17 2014
MILLER, CANFIELD, PADDOCK
AND STONE, P.L.C.

KIMMEL & SILVERMAN
P.C.

30 EAST BUTLER PIKE
AMBLER, PA 19002

U.S. POSTAGE PITNEY BOWES
ZIP 19002 $ 006.11⁰
02 1W
0001378695 DEC 30 2013

Chrysler Group LLC
PO Box 21-8004
Auburn Hills, Michigan 48321

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

CERTIFIED MAIL™

48321$8004 B198

CT Corporation

Service of Process Transmittal

12/18/2013
CT Log Number 524076287

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 New Jersey**

FOR: Chrysler Group LLC (Domestic State: DE)

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

TITLE OF ACTION:	[redacted] Pltf. vs. Chrysler Group LLC, Dft.
DOCUMENT(S) SERVED:	Summons, Attachment(s), Case Information Statement(s), Complaint, Jury Demand, Certification, Designation, Exhibit(s)
COURT/AGENCY:	Bergen County Superior Court - Law Division, NJ Case [redacted]
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Defective 2014 Jeep Grand Cherokee, VIN: 1C4RJFJT3E[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Trust Company, West Trenton, NJ
DATE AND HOUR OF SERVICE:	By Process Server on 12/18/2013 at 11:45
JURISDICTION SERVED :	New Jersey
APPEARANCE OR ANSWER DUE:	Within 35 days after service, not counting the date you received it
ATTORNEY(S) / SENDER(S):	Jacqueline C. Herritt, Esquire Kimmel & Silverman, P.C. Executive Quarters 1930 E. Marlton Pike Suite Q29 Cherry Hill, NJ 08003 856-429-8334
ACTION ITEMS:	CT has retained the current log, Retain Date: 12/18/2013, Expected Purge Date: 12/23/2013 Image SOP
SIGNED:	The Corporation Trust Company
PER:	Lissette Santiago-Rivera
ADDRESS:	820 Bear Tavern Road 3rd Floor West Trenton, NJ 08628
TELEPHONE:	609-538-1818

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

APPENDIX XII. SUMMONS AND CIVIL CASE INFORMATION STATEMENT (CIS)

APPENDIX XII- A. SUMMONS

Attorney(s): JACQUELINE C. HERRITT, ESQUIRE
Address: Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
Telephone No.: 856-429-8334
Attorney(s) for Plaintiff(s)

[redacted]

Plaintiff(s)

vs.

Chrysler Group LLC

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

DOCKET NO. L-9145-13
CIVIL ACTION

Summons

From The State of New Jersey To the Defendant(s) Named Above:

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

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

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

Jennifer M. Perez
Acting Clerk of the Superior Court Clerk

Dated: December 13, 2013
Name of Defendant to be Served: Chrysler Group LLC
Address of the Defendant to be Served:

ATLANTIC COUNTY:
Deputy Clerk of the Superior
Court Civil Division, Direct Filing
1201 Bacharach Blvd., First
Fl. Atlantic City, NJ 08401

LA WYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:
Deputy Clerk of the Superior Court
Case Processing Section, Room
119 Justice Center, 10 Main St.
Hackensack, NJ 07601-0769

LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:
Deputy Clerk of the Superior
Court Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LA WYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(609) 261-1088

CAMDEN COUNTY:
Deputy Clerk of the Superior
Court Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08103

LA WYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:
Deputy Clerk of the Superior
Court 9 N. Main Street
Box DN-209
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 463-03 13
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:
Deputy Clerk of the Superior
Court Civil Case Management
Office Broad & Fayette Sts., P.O.
Box 615 Bridgeton, NJ 08302

LA WYER REFERRAL
(856) 692-6207
LEGAL SERVICES
(856) 451-0003

ESSEX COUNTY:
Deputy Clerk of the Superior
Court 50 West Market Street
Room 131
Newark, NJ 07102

LA WYER REFERRAL
(973) 622-6207
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:
Deputy Clerk of the Superior
Court Civil Case Management
Office Attn: Intake
First Fl., Court House
I North Broad Street, P.O. Box
129 Woodbury, NJ 08096

LA WYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:
Deputy Clerk of the Superior
Court Superior Court, Civil
Records Dept. Brennan Court
House"] st Floor 583 Newark Ave.
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:
Deputy Clerk of the Superior Court
Civil Division
65 Park A venue
Flemington, NJ 08822

LA WYER 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

LA WYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:
Deputy Clerk of the Superior Court
Administration Building
Third Floor
1 Kennedy Sq., P.O. Box 2633
New Brunswick, NJ 08903-2633

LA WYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
Court House
71 Monument Park
P.O. Box 1269
Freehold, NJ 07728-1269

LA WYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
30 Schuyler PI., P.O. Box 910
Morristown, NJ 07960-0910

LA WYER 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

LA WYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 345-7171

SALEM COUNTY:
Deputy Clerk of the Superior Court
92 Market St., P.O. Box 18
Salem, NJ 08079

LA WYER REFERRAL
(856) 935-5628
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY: Deputy Clerk of the Superior Court Civil Division Office New Court House, 3rd Fl. P.O. Box 3000 Somerville, NJ 08876	LAWYER REFERRAL (908) 685-2323 LEGAL SERVICES (908) 231-0840
SUSSEX COUNTY: Deputy Clerk of the Superior Court Sussex County Judicial Center 43-47 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	LA WYER 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	LA WYER REFERRAL (908) 267-5882 LEGAL SERVICES (908) 475-2010

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 if attorney's signature is not affixed.

FOR USE BY CLERKS OFFICE ONLY

PAYMENT TYPE: ☐ CK ☐ CG ☐ CA
CHG/ CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY/ PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
Robert M. Silverman, Esq.	(856) 429-8334	Bergen County

FIRM NAME (if applicable)	DOCKET NUMBER (When available)
Kimmel & Silverman, P.C.	[redacted]

OFFICE ADDRESS	DOCUMENT TYPE
Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003	Complaint
	JURY DEMAND ☒ YES ☐ NO

NAME OF PARTY (e.g. John Doe, Plaintiff)	CAPTION
Mr. [redacted] Plaintiff	[redacted] V. Chrysler Group LLC

CASE TYPE NUMBER (See reverse side for listing)	HURRICANE SANDY RELATED?	IS THIS A PROFESSIONAL MALPRACTICE CASE?
512 – Lemon Law	☐ YES ☒ NO	☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.

RELATED CASES PENDING?	IF YES, LIST DOCKET NUMBERS
☐ YES ☒ NO	

DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)?	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN
☐ YES ☒ NO	☐ 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?	IF YES, IS THAT RELATIONSHIP:		
☐ YES ☒ NO	☐ 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 HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT?	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMODATION
☐ YES ☒ NO	
WILL AN INTERPRETER BE NEEDED?	IF YES, FOR WHAT LANGUAGE?
☐ YES ☒ NO	

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
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 (included bodily injury)
699	TORT – OTHER

Track III — 450 days' discovery

005	CIVIL RIGHTS
301	CONDEMNATION
602	ASSAULT AND BATTERY
604	MEDIACAL 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 PEROGATIVE 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	PRUDENT 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 REJUVENATING/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

Robert M. Silverman, Esquire
Identification No. 030551989
Timothy J. Abeel, Jr., Esquire
Identification No. 000292008
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

SUPERIOR COURT BERGEN COUNTY
FILED
NOV 25 2013
DEPUTY CLERK

ATTORNEYS FOR PLAINTIFF

[redacted]
Cliffside Park, NJ [redacted]

v.

CHRYSLER GROUP LLC
c/o CT Corporation
820 Bear Tavern Road
Suite 305
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY
BERGEN COUNTY

CIVIL ACTION

NO. [redacted]

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, residing at [redacted] Cliffside Park, NJ [redacted]

2. Defendant, Chrysler Group LLC, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at 12000 Chrysler Drive, Highland Park, Michigan 48288-1919, and can be served at c/o CT Corporation, 820 Bear Tavern Road, Suite 305, West Trenton, NJ 08628.

BACKGROUND

3. On or about May 31, 2013, Plaintiff leased a new 2014 Jeep Grand Cherokee, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1C4RJFJT3EC[redacted]

4. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

5. The lease price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the

Lemon Law, totaled more than $34,116.23. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before August 26, 2013, when the vehicle odometer showed 3,081 miles. On that date, repair attempts were made to the collision system activates for no reason, defective air ride suspension and backup camera. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before September 17, 2013, when the vehicle odometer showed 3,303 miles. On that date, repair attempts were made to the collision avoidance system activates at highway speeds, defective backup camera and quadra life system. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before September 30, 2013, when the vehicle odometer showed 3,943 miles. On that date, repair

attempts were made to the defective air ride suspension system and collision avoidance system activates for no reason. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before October 14, 2013, when the vehicle odometer showed 4,111 miles. On that date, repair attempts were made to the defective collision avoidance system which activates for no reason, quadra life system, backup camera and remote start operation. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety. A true and correct copy of the additional warranty invoice is attached hereto, made a part hereof and marked Exhibit "E".

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

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

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

17. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

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

19. On or about May 31, 2013, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

20. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. 56:12-34(c). Plaintiff believes and therefore avers said failure is a per se violation of the New

Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act.

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

22. Section 56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

> a. If, during the period specified in section 3 of this act, the manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. The manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

23. Section 56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

> a. It is presumed that a manufacturer or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date:
>
> (1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
>
> (2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days since the original delivery of the motor vehicle and a nonconformity continues to exist.
>
> b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days.

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

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

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

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

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

29. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

30. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in the above-mentioned vehicle in addition to reasonable attorney fees and all court costs.

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

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
UNIFORM COMMERCIAL CODE

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

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

a. Express Warranty;

b. Implied Warranty Of Merchantability; and

c. Implied Warranty Of Fitness For A Particular Purpose.

50. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

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

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

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

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

KIMMEL & SILVERMAN, P.C.

By: _____

ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

CERTIFICATION OF NOTICE

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

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Timothy J. Abeel, Jr. is designated as trial counsel for plaintiff, Gabriel Minasian, in this case.

KIMMEL & SILVERMAN, P.C.

By:_____
ROBERT M. SILVERMAN, ESQUIRE
Attorney for Plaintiff

MOTOR VEHICLE LEASE AGREEMENT - CLOSED-END
NEW JERSEY

usbank

1. LESSEE AND LESSOR

LESSEE AND CO-LESSEE	LESSOR
Name: [redacted]	Name: TETERBORO CHRYSLER/PLYMOUTH -
Address: [redacted] CLIFFSIDE PARK NJ [redacted]	Address: 469 ROUTE 46 LITTLE FERRY NJ 07643
County:	
LEASE NUMBER	LEASE DATE 05/31/2013

The words "you" and "your" mean each person named as a Lessee or Co-Lessee above. The words "we," "us" and "our" mean the Lessor named above and USB Leasing LT, 1850 Osborn Avenue, Oshkosh, WI 54902, (telephone number) 1-800-USBANKS, or its successors and assigns ("Assignee"), to whom this Motor Vehicle Lease Agreement ("Lease") will be assigned. "Vehicle" means the leased vehicle described below, including all equipment, parts, accessories and accessions. You agree to lease the Vehicle from us according to the terms and conditions of this Lease. The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

2. VEHICLE DESCRIPTIONS

A. LEASED VEHICLE

☒ New (Manufacturer's Suggested Retail Price $ 54880.00) ☐ Used ☐ Demo	Year	Make	Model	Body Style	Odometer Reading	Vehicle Identification No.
	2014	JEEP	GRAND CHER	4DR 4WD SU	16	1C4RJFJT3EC[redacted]

Primary Use of Vehicle: ☐ Personal, family or household purposes ☐ Business, commercial or agricultural purposes

If the Odometer Reading is greater than 1000 miles, then the prior use of the Vehicle is:
☐ personal, family or household ☐ demonstrator ☐ livery ☐ daily rental
☐ police ☐ prior wreckage ☐ unknown

No. Cylinders	Transmission	Brakes	Steering	Air Conditioning
	☒ automatic ☐ manual	☒ power-assisted ☐ manual	☒ power-assisted ☐ manual	☒ yes ☐ no

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.

B. TRADE-IN VEHICLE: Year 2011 Make JEEP Model GRAND CHER

3. AMOUNT DUE AT LEASE SIGNING OR DELIVERY	4. MONTHLY PAYMENTS	5. OTHER CHARGES (Not part of your Monthly Payment)	6. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)
(Itemized below)* $ 11494.65	A. Your first Monthly Payment of $ 584.91 is due on the Lease Date, followed by 38 payments of $ 584.91 due on the 1st of each month. B. The total of your Monthly Payments is $ 22811.49.	A. Termination Fee (if you do not purchase the Vehicle) $ 395.00 B. Total $ 395.00	$ 34116.23 (Sections 3 plus 4(B) plus 5(B) minus Sections 7(A)(3) minus 7(A)(4))

7. *ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:		B. How the Amount Due at Lease Signing or Delivery will be Paid:	
(1) Capitalized Cost Reduction	$ 9969.45	(1) Net Trade-in Allowance	$ 4233.83
(2) Sales/Use Tax on Capitalized Cost Reduction	N/A	(2) Rebates and Noncash Credits	2250.00
(3) First Monthly Payment	584.91	(3) Amount to be Paid in Cash	5010.82
(4) Refundable Security Deposit	N/A		
(5) Initial Title, Registration and License Fees	603.79		
(6) Upfront Sales/Use Tax on Vehicle	N/A		
(7) ~~DOC FEE/NJ TIRE FEE~~	336.50		
(8) Total	$ 11494.65	(4) Total	$ 11494.65

8. YOUR MONTHLY PAYMENT IS DETERMINED AS SHOWN BELOW:

A.	**Gross Capitalized Cost.** The agreed upon value of the Vehicle ($ 55523.21) and any items you pay over the Lease Term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) If you want an itemization of this amount, please check this box. ☐	$ 56797.21
B.	**Capitalized Cost Reduction.** The amount of any Net Trade-in Allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost	9969.45
C.	**Adjusted Capitalized Cost.** The amount used in calculating your Base Monthly Payment	= ~~46827.76~~ 26691.20
D.	**Residual Value.** The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment	–
E.	**Depreciation and any Amortized Amounts.** The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term	= 19936.56 ~~2874.93~~
F.	**Rent Charge.** The amount charged in addition to the Depreciation and any Amortized Amounts	+ ~~22811.49~~
G.	**Total of Base Monthly Payments.** The Depreciation and any Amortized Amounts plus the Rent Charge	= ~~39~~
H.	**Lease Payments.** The number of payments in your Lease (Lease Term 39 months)	÷ ~~584.91~~
I.	**Base Monthly Payment**	= ~~N/A~~
J.	**Monthly Sales/Use Tax**	+ ~~N/A~~
K.	N/A	+ ~~584.91~~
L.	**Total Monthly Payment ("Monthly Payment")**	= $

Early Termination. You may have to pay a substantial charge if you terminate early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you terminate, the greater this charge is likely to be.

9. EXCESSIVE WEAR AND USE

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PLAINTIFF'S EXHIBIT A

L. Total Monthly Payment ("Monthly Payment") ..... = $ 508.91

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

9. **EXCESSIVE WEAR AND USE**

You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 10000 miles per year at the rate of $ .25 per mile. No rebate or credit will be paid to you if the mileage is less than the specified amounts.

10. **PURCHASE OPTION AT END OF LEASE TERM**

If you have fully performed all of your obligations under this Lease, including paying the total of your Monthly Payments and all other amounts due under this Lease, then you have an option to purchase the Vehicle AS IS at the end of the Lease Term for $ 27241.20, plus any taxes, official fees and other charges related to such purchase.

Other Important Terms. See both sides of this Lease for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any county interest, if applicable.

Assuming there is no default and that you exercise your purchase option at the end of the Lease Term, the Total cost of the Lease is $ 30502.79.

[Section 3 plus Section 4(B) plus the Purchase Option Amount (Section 10) minus Section 7(A)(3) minus Section 7(A)(4)].

11. **ESTIMATED OFFICIAL FEES AND TAXES**

The total estimated amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your Monthly Payments or assessed otherwise: $ 511.29. This is an estimate based on current tax rates, the actual total of fees and taxes may be higher or lower, depending on the tax rate in effect or the value of the Vehicle at the time a fee or tax is assessed.

12. **WARRANTIES**

If the Vehicle is new, it is covered by the standard manufacturer's new vehicle warranty. If the Vehicle is new or used, it is not covered by any other express warranty unless identified below:

- ☐ The Vehicle is covered by the remainder of the standard manufacturer's new vehicle warranty.
- ☐ The Vehicle is covered by an extended warranty purchased from the manufacturer or other third party provider.
- ☐ _____

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

You expressly agree and understand that you have selected and agreed to lease the Vehicle "AS IS." WE MAKE NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED AS TO THE VEHICLE OR ANY PART OR ACCESSORY THEREOF. WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER.

13. **INSURANCE VERIFICATION**

The Vehicle is insured by:

Policy Number	Insurance Company	Insurance Agent	Agent Address	Agent Phone Number
[redacted]	NJM	DIRECT	301 SULLIVAN WAY W TRENTON NJ 08628	(609)883-1300

You authorize us to verify and give your agent authorization to place the minimum coverage required by this Lease (see Section 16).

14. **SIGNATURES**

YOU AGREE TO ALL THE PROVISIONS ON **BOTH SIDES OF THIS LEASE** AND REPRESENT THAT YOU HAVE READ **BOTH SIDES OF THIS LEASE.**

NOTICE: THE LESSEE AND THE LESSOR SHALL BE ENTITLED TO REVIEW THIS LEASE FOR ONE BUSINESS DAY BEFORE SIGNING THE LEASE.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ IT. (2) YOU ARE ENTITLED TO A COPY OF THIS LEASE.

YOU ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS LEASE.

INDIVIDUAL LESSEE SIGNATURE(S)

Lessee Signature:	Co-Lessee Signature:
X [redacted]	X

BUSINESS LESSEE SIGNATURE

Authorized Signer's Name:	Title:	Signature:
		X

LESSOR SIGNATURE

The authorized signature of the Lessor below has the effect of: (1) accepting the terms and conditions of this Lease; (2) acknowledging verification of the Lessee's insurance coverage (see Section 13); and (3) assigning to USB Leasing LT or its successors and assigns all right, title and interest in, and to the Vehicle and this Lease according to the terms and conditions of the Dealer Lease Agreement between Lessor and Assignee.

Authorized Signature: X

[This space intentionally left blank.

See additional terms on page 2.]

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

Motor Vehicle
Retail Order

☐ New ☐ Used Jeep
☐ Demo ☐ ____

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RAM

DATE 05/31/2013
STOCK NO. [redacted]
SALESPERSON JOHN R FALL

CUSTOMER [redacted]
ADDRESS [redacted] GLENRIDGE PARK NJ [redacted]
HOME # [redacted] BUS. # [redacted] CELL # [redacted]
EMAIL ____

WHAT BROUGHT YOU HERE ☐ PREVIOUS ☐ REFERRAL ☐ NEWSPAPER ☐ TV ☐ INTERNET

VEHICLE ORDERED 2014 JEEP (YEAR AND MAKE) MODEL GRAND CHEROKEE WEIGHT 5086
BODY TYPE 4DR 4WD SU COLOR BRILLIANT MILES 16 SERIAL NO. 1C4RJFJT3EC[redacted]

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.

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

X ____ INIT.

Price of Unit	
Additional Equipment (optional)	
39 MO USD LEASING LT	
LEASE WITH 10000 MILES PER YEAR	
PAYMENT TO BE MADE MONTHLY	594.91
TOTAL DUE AT SIGNING	
1ST MONTHLY PAYMENT	594.91
TAX	381.70
DOC FEE	329.00
REBATE; CASH; BANK FEE	5735.62
TIRE TAX; NJ SUP TITLE FEE	229.59
TOTAL	7260.82
MINUS DEPOSIT & REBATES	2750.00

If this is a demonstrator vehicle, sale of these vehicles are sold cosmetically "As Is".
☐ Initials X ____

Dealer Installed Items Not Covered Under Chrysler Warranty

TOTAL AMOUNT DUE	$ 4510.82

IF A LEASE, THE FOLLOWING APPLY:

☐ Subject To Primary Lenders Approval. Initials X ____
MONTHLY PAYMENT AMOUNT $ 594.91
TERM: 39 MONTHS
MILEAGE PER YEAR 10000
CASH DUE AT DELIVERY $ 4510.82

IF A PURCHASE, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE		
Less Trade-in		
Vehicle Protection Program (Optional)	$169.	00
TOTAL TAXABLE AMOUNT		
State Sales Tax		
Motor Vehicle Tire Fee - $1.50 per New Tire		
Online Processing Fee (If Applicable)		
Registration/Title (Estimated) ☐ NEW ☐ TRAN (See paragraph 15 on reverse side)		
NJ Supplemental Titling Fee		
Documentary Fee: Clerical Fee $170.00, Document Delivery Fee $80.00, Computer Fee $79.00 (See paragraph 16 on reverse side)	$329.	00
NET PAY-OFF ON TRADE-IN		
TOTAL		
Deposit (Minimum Required 10%)		
Factory Rebate		

CASH BALANCE (IF VEHICLE IS PURCHASED) OR UPFRONT MONIES (IF VEHICLE IS LEASED) TO BE PAID IN CASH OR CERTIFIED CHECK TO DEALER ON DELIVERY. "NO DRAFTS ACCEPTED"

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

The parties to this agreement agree to arbitrate any claim, dispute or controversy, including all statutory claims and any state or federal claims, that may arise under 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, Lemon Law, and Truth in Lending claims are just three examples of the various types of claims subject to arbitration under this agreement, including statutory, state or federal claims, as a class action. There are no limitations on the type of claims which may be arbitrated. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association before a single arbitrator. The costs included in the arbitration process shall be shared equally between the parties. The arbitration shall take place in New Jersey at the address of the dealership listed on the Retail Order Form. The decision of the arbitrator shall be binding upon the parties. Any further relief sought by either party will be subject to the decision of the arbitrator. THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. THIS RIGHT TO ARBITRATE ONLY APPLIES TO CLAIMS IN EXCESS OF THE NEW JERSEY THRESHOLD FOR SMALL CLAIMS WHICH IS PRESENTLY $3,000.00. PLEASE [redacted] PRIOR TO SIGNING.

05 / 31 /2013 [redacted]
Date Customer's Signature

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.

05 / 31 /2013 X
Date Customer's Signature

TRADE-IN DESCRIPTION AND ALLOWANCE
Customer guarantees mileage on title to be correct. Customer is responsible for any costs to correct such title. Customer certifies that title to said trade vehicle does not contain any brand.

YEAR 2011 TRADE-IN VALUE 25000.00
MAKE JEEP LESS BALANCE OWED 20766.17
MODEL GRAND CHEROKEE NET TRADE-IN ALLOWANCE 4233.83
V.I.N. 1J4RG6GT9BC[redacted]

BALANCE OWED TO: ____ GOOD TILL DATE
ADDRESS: ____
ACCOUNT NO: ____ PER ____

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

Customer certifies the accuracy of the separate federal odometer statement as to the used vehicle, that the block is not cracked, the vehicle has not been flooded, the vehicle has sustained no frame damage, there is no significant vehicle defect or damage, the vehicle has not been involved in any accident, the vehicle has not been damages wherein more than $500.00 was paid to repair same, the emission control equipment, including catalytic converter, has never been altered or removed from the vehicle. All air bags are original equipment and have not been deployed, stolen or replaced.

05 / 31 / 2013 X ____
DATE CUSTOMER'S SIGNATURE

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE OR LEASE)
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.

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DODGE
RAM

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR JIMMY 283	TAG NO.	INVOICE DATE 09/04/13	[redacted]
[redacted]	LABOR RATE	LICENSE NO. [redacted]	MILEAGE 3,081	COLOR BRILLIANT B
CLIFFSIDE PARK, NJ [redacted]	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE 05/31/13	STOCK NO. [redacted] DELIVERY MILES 16
	VEHICLE I.D. NO. 1 C 4 R J F J T 3 E C [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.	P.O. NO.	R. O. DATE 08/26/13	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 3085

F4

LABOR & PARTS

CUSTOMER REQUIRES LUBRICATION, OIL CHANGE, AND FILTER CHANGE
AT THIS TIME AND MILEAGE FOR MAINTENANCE PROTECTION.
3 FREE OIL CHANGES
PERFORMED LUBRICATION, OIL CHANGE, AND FILTER CHANGE TO
INSURE PROPER MAINTENANCE PROTECTION.

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 1	1		4884899-BA	FILTER EN 9057006		INTERNAL
JOB # 1	7		68055890-AA	OIL 5W20 1081090		INTERNAL
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

CUSTOMER STATES COLLISION SYSTEM ACTIVATED WITH NO ONE IN
FRONT OF HIM 4 TIMES RED BRAKE FLASHES ON DASH
NO CONDITION FOUND AFTER MODULE FOR AIR RIDE MODULE WAS
REPLACED

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

CUSTOMER STATES QUADRA SYSTEM RAISING AND LOWERING SYSTEM
KEEPS DISPLAY AFTER VEHICLE IS DONE HAVE TO SHUT OFF
VEHICLE TO RESET
INTERNAL SHORT IN AIR RIDE SUSP. MODULE
REPLACED MODULE ROAD TESTED WORKING PROPERLY AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 3	1		68109987-AE	MODULE AI 8035035		WARRANTY
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

CUST STATES REAR BACKUP CAMERA INOP
SCREEN TURNS BLUE
INTERNAL CAMERA FAILURE
REPLACED CAMERA

PARTS	QTY	FP	NUMBER	DESCRIPTION	UNIT PRICE	
JOB # 4	1		68137943-AD	CAMERA NO 8037155		WARRANTY
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00

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DODGE

RAM

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR: JIMMY 283	TAG NO.	INVOICE DATE: 09/19/13	[redacted]
[redacted] CLIFFSIDE PARK, NJ [redacted]	LABOR RATE	LICENSE NO.: B21DFN	MILEAGE: 3,303	COLOR: BRILLIANT B
	YEAR / MAKE / MODEL: 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE: 05/31/13	DELIVERY MILES: 16
	VEHICLE I.D. NO.: 1 C 4 R J F J T 3 E C [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R. O. DATE: 09/17/13	
RESIDENCE PHONE [redacted]	BUSINESS PHONE [redacted]	COMMENTS		MO: 3502

LABOR & PARTS

CUSTOMER STATES COLLISION AVOIDANCE SYSTEM VEHICLE HAS BEEN
BRAKING AT 50 MPH
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED.
ROAD TESTED FOR 199 MILES COULD NOT DUPLACATE OWNERS CONCERN

JOB # 1 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES BACK UP CAMERA GOES BLUE
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED.
WORK COMPLETED

JOB # 2 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES QUADRA LIFE SYSTEM REMAINS FLASHING WHEN SYS
IS DONE SEE NOTE
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED.

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

** Payment Method **
[ ] Cash
[ ] Check #
[ ] Credit Card

ALL PARTS ARE NEW, UNLESS OTHERWISE SPECIFIED

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**

****
* I WANT TO PERSONALLY THANK YOU FOR GIVING ME THE
* OPPORTUNITY TO SERVICE YOUR VEHICLE. I HOPE I HAVE MET
* ALL YOUR EXPECTATIONS AND THE WORK PERFORMED WAS TO YOUR
* COMPLETE SATISFACTION. IF YOU HAVE ANY CONCERNS REGARDING
* YOUR RECENT SERVICE, PLEASE GIVE US A CALL.
****

CUSTOMER SIGNATURE

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DODGE

RAM

CELL: [redacted]

CUSTOMER NO. [redacted]	ADVISOR JIMMY 283	TAG NO.	INVOICE DATE 10/03/13	INVOICE NO. [redacted]
[redacted] CLIFFSIDE PARK, NJ [redacted]	LABOR RATE	LICENSE NO. [redacted]	MILEAGE 3,943	COLOR BRILLIANT B
	YEAR / MAKE / MODEL 14/JEEP/GRAND CHEROKEE/4DR 4WD SUMMI		DELIVERY DATE 05/31/13	DELIVERY MILES 16
	VEHICLE I.D. NO. 1 C 4 R J F J T 3 E C [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	F.T. E. NO.	P.O. NO.	R. O. DATE 09/30/13	
RESIDENCE PHONE [redacted]	BUSINESS PHONE 2[redacted]	COMMENTS		MO: 3947

LABOR & PARTS

CUSTOMER STATES AIR RIDE SUSP WHEN DONE RASING STILL BLINKS
FOUND FRONT AIR SUSP OUT OF CALIBRATION
RECALIBRATED FRONT AIR LIFT SUSP
WORK COMPLETED

JOB # 1 TOTAL LABOR & PARTS 0.00

CUSTOMER STATES CHECK FOR BRAKING ON ITS OWN
NO CONDITION FOUND, VEHICLE FUNCTIONING AS DESIGNED.
COULD NOT DUPLACATE OWNERS CONCERN

JOB # 2 TOTAL LABOR & PARTS 0.00

RRT 13-056
WORK COMPLETED RADIO UPDATED

JOB # 3 TOTAL LABOR & PARTS 0.00

TOTALS

** Payment Method **
[ ] Cash
[ ] Check #
[ ] Credit Card

ALL PARTS ARE NEW, UNLESS OTHERWISE SPECIFIED

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**

****
* I WANT TO PERSONALLY THANK YOU FOR GIVING ME THE
* OPPORTUNITY TO SERVICE YOUR VEHICLE.I HOPE I HAVE MET
* ALL YOUR EXPECTATIONS,AND THE WORK PERFORMED WAS TO YOUR
* COMPLETE SATISFACTION.IF YOU HAVE ANY CONCERNS REGARDING
* YOUR RECENT SERVICE,PLEASE GIVE US A CALL.
****

CUSTOMER SIGNATURE

PAGE 1 OF 1 CUSTOMER COPY [redacted] 09:04am

TETERBORO C...YSLER • JEEP • DODGE ... EAST • ...TLE FERRY, NJ 07643

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
D

INVOICE

Invoice [redacted]

Tag #: T5862

CHRYSLER, JEEP, DODGE OF PARAMUS

West 315 Route 4 · PARAMUS, N.J. 07652
SERVICE (201) 488-8000 · SALES (201) 488-9000

[redacted]
CLIFFSIDE PARK, NJ [redacted]
Home: [redacted] Bus: [redacted] Customer [redacted]
Cell: [redacted] Email: email|gabriel minasian@yahoo.com|ho Service Advisor: 5737 JOE JASNOWITZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
	14	JEEP Grand Cherokee	1C4RJFJT3EC1[redacted]		4111	4111

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
14OCT13			18:00 14OCT13		125.00	CASH	19OCT13	08:23 14OCT13	15:23 19OCT13

OPTIONS: ENG.5.7 Liter

```
LINE OPCODE TECH TYPE HOURS                                   LIST     NET     TOTAL
A CUST STATES BRAKES HAVE ACTIVATED RANDOMLY WITH FOWARD COLLSION
       WARNING SYSTEM
CAUSE: tsb
     TSB TSB # 08-039-13
           7296    W2   0.20                                                  (N/C)
 4111 tsb PEWRF TSB 08-039-13 UPDATE PAM MODULE
          ************************************************
B CUST STATES QUADRA-LIFE SYSTEM - RAISING INDICATOR REMAINS ON DASH
       AND FLASHING EVEN WHEN VEHICLE IS FINISHED RAISING OR LOWERING
CAUSE: TSB
     TSB TSB # 18-041-13
           7296    W2   0.20                                                  (N/C)
 4111 TSB PERF TSB 18-041-13 FM PCM
          ************************************************
C CUST STATES BACK UP CAMERA OFTEN GOES BLUE - INSTEAD OF SHOWING
       OBJECT BEHIND VEHICLE
CAUSE: CODE B2299-00 REAR CAMERA MODULE INTERNAL
     100 REPLACED REAR CAMERA
           7296    W2   0.60                                                  (N/C)
         1 68137943AF CAMERA                                                  (N/C)
 4111 CODE B2299-00 REAR CAMERA MODULE INTERNAL REPLACED REAR BACKUP
 CAMERA
          ************************************************
D CUST STATES CK. REMOTE START OPERATION
CAUSE: NO CODES NO COND
     OK OK AT THIS TIME. WILL REQUIRE FURTHER CHECK IF
        CONCERN CONTINUES.
           7296    ISP  0.00                                                  (N/C)
 4111 NO CODES NO COND NO REPAIRS
          ************************************************
                        CUSTOMER SERVICE IS OUR #1 PRIORITY!
                        ANY QUESTIONS OR CONCERNS, PLEASE CONTACT
                        US IMMEDIATELY AT SUPPORT@RT4CARS.COM.
```


REWARDS!

GABRIEL MINASIAN

Don't forget to bring you exclusive Chrysler Dodge Jeep of Paramus Reward Card in Service every time so you can continue to save money!

Reward Points can be used towards any Service.

Thank You For Your Business!!

PLAINTIFF'S EXHIBIT 4 ALL-STATE LEGAL®

LIMITED LABOR WARRANTY

The Repair Facility guarantees the labor used in performing the repairs listed on the front of the Repair Order for a period of 90 days or 4,000 miles (whichever comes first) from the date such repairs were completed. This Limited Warranty specifically excludes: front end alignments, electrical wiring and shorts, and fuel system—when due to contamination. This Limited Warranty is extended to vehicle owner/customer and is not transferable to, nor enforceable by any other person.

During the duration period of this Limited Warranty, the Repair Facility will provide additional labor, at no expense to customer, for any additional repairs that are necessitated as a result of any defect in labor performed while completing the repairs listed on the front of the Repair Order.

To obtain repairs under this Limited Warranty, customer must: (a) notify the Repair Facility at the address shown on the front of the Repair Order of any defect in labor within a reasonable time after customer discovers or should have discovered any such defect. Such notice, however, must be given to the Repair Facility before the end of the duration period of this Limited Warranty, as specified above; (b) deliver the vehicle to the Repair Facility at the address shown on the front of the Repair Order within five (5) days of notice of such defect in labor; (c) authorize the Repair Facility to make the repairs required; and (d) pay the charges for any additional parts required together with applicable sales tax upon completion of such repair.

All implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration period of this limited warranty. Under no circumstances will the Repair Facility be liable to customer for any incidental or consequential damages including, but not limited to, damages for loss of property, loss of vehicle use, loss of time, loss of income and profits, inconvenience or commercial loss.

This part(s) is sold "as is". The only warranties applying to this part(s) are those which may be offered by the manufacturer(s). 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 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. In addition, expressly excluded is any dealer liability for defects pertaining to safety or performance, by way of "strict liability", negligence or otherwise.

THIS DEALERSHIP UTILIZES THE HOURS PUBLISHED IN THE AUTHORIZED LABOR TIME GUIDE, WHICH REFLECTS AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS, AND WHICH MAY THEREFORE BY EITHER MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE. YOU WILL ONLY BE CHARGED THE BOOK TIME EVEN IF THE ACTUAL CLOCK HOURS ARE GREATER.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

DESCRIPTION

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

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Customer Copy

THANK YOU!

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1247064
Marshall

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER

CONSUMER LEGAL SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

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

March 20, 2014

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

RECEIVED
APR - 4 2014
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

RE: [redacted]
2014 Jeep Grand Cherokee
VIN: 1C4RJFCG6EC[redacted]

Dear Sir/Madam:

Please be advised that I represent [redacted] in regards to the above referenced matter. Pursuant to our recent telephone conversation, I will refrain from filing suit in an effort to resolve this matter prior to litigation upon your request. In order for you to evaluate this matter, the following is a detailed repair summary relative to Mr. [redacted] 2014 Jeep Grand Cherokee (see enclosed copies of repair orders):

Date	Mileage	Invoice #	Complaint
12/23/13	5,253	[redacted]	**ELECTRICAL DEFECT:** Recall #N55 completed, update ACCM, RRT #13066 completed, flashed TCM and DTCM; RRT #13071 completed, flash radio; TSB #2400213 completed, flashed HVAC; TSB #1804113 completed, flashed PCM
01/03/14	6,124		**ELECTRICAL DEFECT:** Service air suspension immediately light comes on even when hitting a small bump on highway
01/08/14	6,294		**ELECTRICAL DEFECT:** Air suspension system inoperable; Auto headlamps were inoperable last evening

Date	Mileage	Invoice #	Complaint
03/03/14	9,774	[redacted]	**ELECTRICAL DEFECT:** Navigation screen goes blank, music still plays but no screen, message for 911 needs service, have to stop car and restart to get screen to return; check front crash sensor, activates brakes and there is no vehicle in front of this vehicle on the highway; high beam inoperable

On or about December 20, 2013, Mr. [redacted] purchased the 2014 Jeep Grand Cherokee from Milosch's Palace Chrysler Jeep Dodge. Mr. M[redacted] has submitted the 2014 Jeep Grand Cherokee for vehicle defects on at least four (4) different occasions. 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's inability to repair this vehicle after four attempts is a breach of its warranty and violation of the Michigan Lemon Law. As such, Mr. [redacted] respectfully requests that Chrysler Group, LLC repurchase the 2014 Jeep Grand Cherokee and pay his attorney fees and costs.

It is my understanding that you will review this matter and contact me within 30 days upon receipt of this letter.

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

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

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/klw
Enclosures

RETAIL INSTALLMENT SALE CONTRACT

SIMPLE FINANCE CHARGE

DEAL# 210577 Dealer Number 63375 Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] DAVISON MI [redacted] GENESEE		MILOSCH'S PALACE CHRY JEEP DOI 3800 LAPEER RD LAKE ORION, MI 48360

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehic on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in th contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge c a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2014	JEEP GRAND CHERO	4599	1C4RJFCG6EC23[redacted]	Personal, family, or household unless otherwise indicated below ☐ 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 $ 15000.00 is
1.99 %	$ 1641.76	$ 33479.84	$ 35121.60	$ 50121.60

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	585.36	Monthly beginning 01/13/2014

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 15 or 5 % of the part of the payment that is late, whichever is greater.

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	
A	Taxable Part of Cash Price	
i.	Vehicle	$ 45690.00
ii.	Accessories and Installation Charges	$ N/A
iii.	Document Preparation Fee	$ N/A
iv.	N/A	$ N/A
v.	N/A	$ N/A
vi.	N/A	$ N/A
	Total Taxable Part of Cash Price	$ 45690.00
B	Sales Tax	$ 2742.84
C	Non-Taxable Part of Cash Price	
i.	N/A	$ N/A
ii.	N/A	$ N/A
iii.		$ N/A
iv.	N/A	$ N/A
	Total Non-Taxable Part of Cash Price	$ N/A
	Total Cash Price	$ 48432.84 (1)
2	Total Downpayment =	
	Trade-in N/A (Year) (Make) (Model)	
	Gross Trade-In Allowance	$ N/A
	Less Pay Off Made By Seller	$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell insurance in Michigan. 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 ☐ Co-Buyer ☐ Both

Premium:

Credit Life $ N/A Term N/A

Credit Disability $ N/A Term N/A

Insurance Company Name N/A

Home Office Address N/A N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address

	$ N/A	
ii.	$ N/A	
iii.	$ N/A	
iv. N/A	$ N/A	
Total Non-Taxable Part of Cash Price	$ N/A	
Total Cash Price	$40452.84	(1)
2 Total Downpayment =		
Trade-In N/A (Year) (Make) (Model)		
Gross Trade-In Allowance	$ N/A	
Less Pay Off Made By Seller	$ N/A	
Equals Net Trade In	$ N/A	
+ Cash	$ 15000.00	
+ Other N/A	$ N/A	
(If total downpayment is negative, enter "0" and see 4H below)	$15000.00	(2)
3 Unpaid Balance of Cash Price (1 minus 2)	$25452.84	(3)
4 Other Charges Including Amounts Paid to Others on Your Behalf. (Seller may receive part of these amounts to the extent permitted by law.):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life $ N/A		
Disability $ N/A	$ N/A	
B Other Optional Insurance Paid to Insurance Company or Companies	$ N/A	
C Optional Gap Contract	$ N/A	
D Official Fees Paid to Government Agencies	$ N/A	
E Government Taxes Not Included in Cash Price	$ N/A	
F Government License Fees and/or Registration Fees	$ 24.00	
G Government Certificate of Title Fees	$ 23.00	
H Prior Credit or Lease Balance Paid to N/A	$ N/A	
I Other Charges (Seller must identify who is paid and describe purpose.)		
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
to N/A for N/A	$ N/A	
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	$ 47.00	(4)
5 Amount Financed - Principal Balance (3 + 4)	$33479.84	(5)
6 Finance Charge	$ 1641.76	(6)
7 Total of Payments - Time Balance	$35121.60	(7)

Payment Schedule: The payment schedule will be 60 installments of $ 585.36 each, monthly beginning 01/19/2014, or if scheduled payments are irregular or uneven, as follows

Insurance

N/A

Home Office Address

☐ N/A Type of Insurance — N/A Term

Premium $ N/A

Insurance Company Name

N/A

Home Office Address

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 Buyer Signature — Date

X Co-Buyer Signature — Date

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs N/A

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within _____ days after it is due, you will pay a late charge of $_____ or _____% of the part of the payment that is late, whichever is less.

If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains [redacted] lating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs _____ Co-Buyer Signs X _____

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others, unless so indicated hereon.

Notice To Buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signs X [redacted] Date 12/20/13 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____

Seller signs MILOSCH'S PALACE CHRY JEEP D Date 12/20/13 By X [redacted] Title F. P

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when

Buyer Signs X [redacted] Date 12/20/13 Co-Buyer Signs X _____ Date _____

Seller assigns its interest in this contract to CHRYSLER CAPITAL XX (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

Seller MILOSCH'S PALACE CHRY JEEP DODGE FR By [redacted] Title F. P

LAW FORM NO. 553-MI 7/10 U.S. PATENT NO. D460,782

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CUSTOMER/TRUTH IN LENDING COPY

C Invoice N [redacted]

INVOICE

Mirosch's PALACE
CHRYSLER JEEP DODGE
3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Bus [redacted] Cell:
Email:

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A RECALL N55
CAUSE: RECALL N55
08N55182 RECALL N55 UPDATE ACCM
139 DUNHAM, DANIEL LIC#: M251095
W40 0.20 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: S
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
,,,,5253 MANUFACTURER RECALL FLASHED ACC RC-N55-13, OLD PN 68223771AD,
,,,,NEW PN 68223771AE

****

B RRT 13066
CAUSE: RRT 13066
1819059D RRT 13-066 FLASH TCM
139 DUNHAM, DANIEL LIC#: M251095
W40 0.20 (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
,,,,5253 MANUFACTURER RRT FLASHED TCM AND DTCM 21-007-13 REV C. TCM OLD
,,,,PN 68225560AB, NEW PN 68225560AC, DTCM OLD PN 05150732AD, NEW PN
,,,,05150732AE

****

CUSTOMER

C RRT 13071
CAUSE: RRT 13071
186002AK RRT 13071 FLASH RADIO

- Certification -
All repairs and parts listed were furnished in compliance with
X

All parts are new unless otherwise indicated.

Dealer Reg. No. P - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-
ESTIMATE
$

PARTS	LABOR	TOTAL

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

X

Customer Copy

Cl . Invoice No [redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER JEEP DODGE

3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email:

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6E[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		139 DUNHAM,DANIEL LIC#: M251095					
			W40	0.40			(N/C)

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

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
,,,,5253 MANUFACTURER RRT UPDATED RADIO SOFTWARE FROM 13.28.2 TO
,,,,13.38.52

****

D** PERFORM AVAILABLE UPDATE/FLASHES?
CAUSE: TSB 2400213
18196295 FLASH TSB 24-002-13
139 DUNHAM,DANIEL LIC#: M251095
W40 0.20 (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
,,,,5253 MANUFACTURER UPDATE FLASHED HVAC 24-002-13, OLD PN 68110610AI,
,,,,NEW PN 68110610AJ

****

E** PERFORM AVAILABLE UPDATE/FLASHES?
CAUSE: TSB 1804113
181906W7 FLASHED PCM
139 DUNHAM,DANIEL LIC#: M251095
W40 0.20 (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W

CUSTOMER

- Certification -
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147676

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, spweld, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Custo... Number: 78230 Invoice N[redacted]

INVOICE

Mirosch's PALACE
CHRYSLER JEEP DODGE

[redacted]

PAGE 3

3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palacecj.com

DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6E[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00
,,,,5253 MANUFACTURER UPDATE FLASHED PCM 18-041-13 OLD PN 68172003AH,
,,,,NEW PN 68172003AI

****

FACILITY REGISTRATION # F147576

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NE
ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN
K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL
DAY. !!

Jeep®

CUSTOMER

Certification
All repairs and parts listed were furnished in compliance with
X

All parts are new unless otherwise indicated.

Dealer Reg. No.
F - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

X

Customer Copy

Customer Number: [redacted] Invoice N[redacted]

INVOICE

PAGE 1

[redacted]

DAVISON, MI[redacted]

Home: [redacted] Bus: [redacted] Cell:

Email:

Milosch's PALACE
CHRYSLER DODGE JEEP RAM

4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brllll	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		6124/ 6124	T1033

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 03JAN14			CASH	07JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
10:57 03JAN14	13:35 07JAN14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A SERVICE AIR SUSPENSION IMMEDIATLY LIGHT COMES ON EVEN WHEN HITTING A
SMALL BUMP ON HYWY
CAUSE: STEERING AND SUSPENSION REPAIRS
02550201 Reservoir , Air Suspension - Refill
Refill
190 W40 0.20 (N/C)
FC: UC PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

CHRYSLER DODGE

85410000 DIAGNOSTIC TOP
190 W40 2.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

Jeep RAM

SUBL ENTERPRISE RENTAL INV#5[redacted]7 WARR
W40 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

,,,,6124 CODES- C 15C0-98 AIR SUSP COMPONENT OVER TEMP(OVER
,,,,USE)--C156E-00 RIDE HIEGHT SYSTEM CALIBRATION PERFORMANCE--C15AA-00 AIR
,,,,LEAK DURING VENT.PERFORM FLOW CHART TESTS , REMOVE RIGHT INNER FENDER
,,,,WELL TO ACCESS COMPRESSOR, CHECK EXAUST HOSES FOR PLUGGED, CHECK LINES
,,,,AT COMPRESSOR FOR LEAKS, TRACE AIR LINES FROM COMPRESSOR, CHECKING FOR
,,,,LEAKS OR LINE CRIMP, ALL THE WAY BACK TO TANK BEHIND BACK SEAT. PERFORM
,,,,HEIGHT CALIBRATION, TESTING EACH SHOCK FOR OPERATION. AFTER THIRD TIME
,,,,HEIGHT CALIBRATION TEST, POP UP BOX CAME ON SCREEN STATING LOW AIR
,,,,MASS. LOOK UP AND PERFORM FILL PROCEDURES, AFTER FILLED SYSTEM,PUT
,,,,BACK TOGETHER AND TEST DROVE, LIGHT DID NOT COME BACK ON.
****

CUSTOMER

B** CUSTOMER IN ENTERPRISE RENTAL/PER J. GENTRY
INFO INFO ONLY

• Certification •
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147676

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE
$

PARTS	LABOR	TOTAL

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

x

Customer Copy

Customer Number [redacted] Invoice No [redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]

DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL| |

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		6124/ 6124	T1033

IN-SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	RO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 03JAN14			CASH	07JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
10:57 03JAN14	13:35 07JAN14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	999		C	0.00		0.00	0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

,,,,6124 4 DAYS RENTAL WARRANTY PAYS, D500447 140.00

****

1.0 DIAG OKD FOR AIR SUSSPENSION JIM GENTRY 1-3-14
ADDITIONAL .5 DIAG OKD JIM GENTRY 1-3-14 ADDITINAL .5 DIAG OKD JIM GENTRY 1-6-14 RENTAL PER JIM GENTRY DUE TO NEW VEH

FACILITY REGISTRATION # F147576

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NEED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THANK YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL DAY. !!!!

Customer Number: [redacted] Invoice No [redacted]

INVOICE

PAGE 1

Milosch's PALACE
CHRYSLER DODGE JEEP RAM

4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON MI [redacted]
Home: [redacted] Bus: 81 [redacted] Cell:
Email:

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC2[redacted]		6294/ 6294	T1061

IN SERVICE DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 08JAN14			CASH	15JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:[redacted] DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:32 08JAN14	17:40 15JAN14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	ENTERPRISE RENTAL						
	CAUSE: RENTAL						
	INFO	INFO	ONLY				
		999	WPR	0.00			(N/C)
	FC: PART#: COUNT:						
	CLAIM TYPE: W						
	AUTH CODE:						

CHRYSLER DODGE JEEP RAM

SUBL ENTERPRISE RENTAL INV# 50058

			WPR				(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

,,,,6294 INV 500538 8 DAYS 280.00

B	CUSTOMER STATES AIR SUSPENSION SYSTEM INOP						
	CAUSE: BODY SYSTEM REPAIRS						
	08441201 Compressor, air suspension - Test and replace Compressor (3 - Highly Skilled)						
		190	W40	1.40			(N/C)
	1 68204730AB COMPRESSO-AIR SUSPENSION						(N/C)
	1 68224205AA HOSE						(N/C)
	FC: UC						
	PART#: 68204730AB						
	COUNT: 1						
	CLAIM TYPE: W						
	AUTH CODE:						

JEEP RAM

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

,,,,6294 C15AA-20- C1562-98 RIDE HIEGHT AIR PUMP CONTROL-COMPONENT OR
,,,,SYSTEM OVER TEMP NEW CODE OF C15AA-20 AIR LEAK DURING VENT,
,,,,C1562-98RIDE HEIGHT AIR PUMP. FOLLOWING FLOW CHART TEST, FINAL TEST IS

CUSTOMER

- Certification -
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE

PARTS	LABOR	TOTAL

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

x

Customer Copy

[redacted] Invoice No: [redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL| |

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		6294/ 6294	T1061

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 08JAN14			CASH	15JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:[redacted] DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:32 08JAN14	17:40 15JAN14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

,,,,TO REPLACE COMPRESSOR ASSEMBLY. REPLACE AIR COMPRESSOR ASSEMBLY, REFILL
,,,,SYSTEM. TEST DRIVE AND OPERATE SYSTEM FROM PARK MODE TO FULL HEIGHT,
,,,,WORKING NORMAL, NO CODES COME BACK

****

C CUSTOMER STATES AUTO HEADLAMPS WERE INOP LAST EVENING
CAUSE: BODY SYSTEM REPAIRS
11 BODY SYSTEM REPAIRS
190 I 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

,,,,6294 CHECK FOR CODES OR FLASHES-NONE. LIGHTS WORKED LIKE NORMAL AT
,,,,THIS TIME

****

FACILITY REGISTRATION # F147576

Jeep

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NE
ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN
K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL
DAY. !!!!!!!!!

RAM

CUSTOMER

• Certification •
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x

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Dealer Reg. No. F - 147576

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DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Cust[redacted] Invoice [redacted]

INVOICE

PAGE 1

[redacted]
DAVISON, MI[redacted]
Home: [redacted] Bus: [redacted] Cell:
Email:

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC2[redacted]		9774/ 9774	T9569

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	RO NO.	RATE	PAYMENT	INV. DATE
20DEC13			WAIT 03MAR14			CASH	03MAR14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: ST[redacted]LR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:09 03MAR14	14:53 03MAR14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK NAV SCREEN GOES BLANK MUSIC STILL PLAYS BUT NO SCREEN, MESSAGE
FOR 911 NEEDS SERVICE, HAVE TO STOP CAR AND RESTART TO GET
SCREEN TO RETURN
CAUSE: UPDATE FLASH
186002AK RRT 13071 FLASH RADIO
190 W40 0.40 (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

CHRYSLER DODGE

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
,,,,9774 TEST RADIO FOR CODES, NONE. LOOK FOR TSB, NONE. TEST FOR
,,,,UPDATE. UPDATE RADIO FROM 13.38.52 TO 13.48.3 AND TEST DRIVE.
****

B CHECK FRONT CRASH SENSOR, ACTIVATES BRAKES AND THERE IS NO VEHICLE IN
FRONT OF THIS VEHICLE ON THE HWY
CAUSE: INTERNAL DEFECT
08200701 ParkView, backup assist - Test and
replace Camera assembly (0 - Low Skilled)
190 W40 0.40 (N/C)
1 68141576AG SENSOR (N/C)
FC: 58
PART#: 68141576AG
COUNT: 1
CLAIM TYPE: W
AUTH CODE:

CUSTOMER

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
,,,,9774 TEST SYSTEM, FOUND FRONT FACING CAMERA RED ON WITECH(MEANING
,,,,MODULE DEAD, NO OUTPUT)!! REMOVE REAR VIEW MIRROR TRIM COVERS TO ACCESS

- Certification -
All repairs and parts listed were performed in compliance with
x

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DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Customer Number: [redacted] Invoice No: [redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL||

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC2[redacted]		9774/ 9774	T9569

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			WAIT 03MAR14			CASH	03MAR14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: S[redacted]LR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:09 03MAR14	14:53 03MAR14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

,,,,FFCM. TEST FOR GROUND AND 12 VLTS AT CONNECTOR, HAS GOOD GROUND AND 12
,,,,VLTS. REPLACE AND PROGRAM FFCM. TAKE ON 20 MILE TEST DRIVE TO CALIBRATE
,,,,FRONT FACING CAMERA.
****

C PLEASE CHECK AUTO HIGH BEAM INOP (SOP)
06 ELECTRICAL REPAIRS
190 I 0.00 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

,,,,9774 REPAIRED WITH FRONT FACING CAMERA, LINE B
****

FACILITY REGISTRATION # F147576

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ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN
K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL
DAY. !!

Jeep RAM

CUSTOMER

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TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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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

x

Customer Copy

CT Corporation

Service of Process Transmittal

10/29/2014
CT Log Number 525970730

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:	[redacted], Pltf. vs. Chrysler Group LLC, etc. and Milosch's Palace Chrysler-Jeep-Dodge, Inc., etc., Dfts.
DOCUMENT(S) SERVED:	Summons, Proof of Service, Notice, Attachment, Complaint, Exhibits
COURT/AGENCY:	6th Circuit Court, Oakland County, MI Case #[redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2014 Jeep Grand Cherokee VIN 1C4RJFCG6E[redacted]
ON WHOM PROCESS WAS SERVED:	The Corporation Company, Bingham Farms, MI
DATE AND HOUR OF SERVICE:	By Process Server on 10/29/2014 at 10:33
JURISDICTION SERVED :	Michigan
APPEARANCE OR ANSWER DUE:	Within 21 days after receipt
ATTORNEY(S) / SENDER(S):	Steven S. Toth Consumer Legal Services, P.C. 30928 Ford Road Garden City, MI 48135 734-261-4700
ACTION ITEMS:	CT has retained the current log, Retain Date: 10/29/2014, Expected Purge Date: 11/03/2014 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.

CT Corporation

Service of Process Transmittal

10/29/2014
CT Log Number 525970730

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)

DOCKET HISTORY:

DOCUMENT(S) SERVED:	DATE AND HOUR OF SERVICE:	TO:	CT LOG NUMBER:
Letter	By Regular Mail on 10/22/2014 at 08:57 postmarked: "Not Post Marked"	Melissa Gravlin Chrysler Group LLC	525931092

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This case has been designated as an eFiling case. To review a copy of the Notice of Mandatory eFiling visit www.oakgov.com/clerkrod/efiling.

Retrieved 8C19 Original - Court 1st copy - Defendant 2nd copy - Plaintiff 3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT Oakland County JUDICIAL CIRCUIT COUNTY PROBATE	SUMMONS AND COMPLAINT ISS	CASE NO. [redacted]

Court address **1200 N. Telegraph Rd., Dept. 404, Courthouse Tower Pontiac, MI 48341-0404**

Court telephone no. **(248) 858-7954**

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 Rd. Bingham Farms, MI 48025**
Plaintiff's attorney, bar no., address, and telephone no. **Consumer Legal Services, P.C. Christopher A. Winkler P-57431 30928 Ford Rd. Garden City, MI 48135 (734) 261-4700**		

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
OCT 27 2014	JAN 23 2015	Lisa Brown

*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)
Genesee County, Michigan	**Bingham Farms, Oakland County, Michigan**

Place where action arose or business conducted

Lake Orion, Oakland County, Michigan

10-27-14
Date

CAW
Signature of attorney/plaintiff

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.

MC 01 (3/08) **SUMMONS AND COMPLAINT** MCR 2.102(B)(11), MCR 2.104, MCR 2.105, MCR 2.107, MCR 2.113(C)(2)(a), (b), MCR 3.206(A)

Received for Filing Oakland County Clerk 2014 OCT 27 PM 03:30

Received for Filing Oakland County Clerk 2014 OCT 27 PM 03:30

PROOF OF SERVICE

SUMMONS AND COMPLAINT
Case No. [redacted]

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

NOTICE OF MANDATORY EFILING

- Your case has been assigned to the mandatory efiling pilot project, based on the judge assignment for this case [Administrative Order (AO) 2007-3 and AO 2010-3 – www.oakgov.com/clerkrod/efiling]
- Plaintiff is responsible for serving a copy of this notice with the Summons and Complaint on all opposing parties.
- All future filings must be made through the Tyler Odyssey File & Serve (formerly known as Wiznet) application. You may access efiling at www.oakgov.com/clerkrod/efiling.
- Before you may efile a document with the Court, you must register a firm and user, through Tyler Odyssey File and Serve.
- Trainings on Odyssey File & Serve are offered at the Oakland County Courthouse, as well as online. Times and dates of in-person trainings are located at www.oakgov.com/clerkrod/efiling. To obtain on-line or teleconference training or for technical support, please contact Tyler at 800 297-5377 or support@wiznet.com. If you have further questions regarding efiling, contact the Clerk's Office at (248) 452-8643.
- Judges issue opinions and orders electronically. All filers must register as a Service Contact through Odyssey File and Serve. If you fail to register, you will **not** receive copies of orders issued by the Court. Neither the Court nor the County Clerk provide free copies of opinions, orders, or other electronically filed documents to an attorney or party who fails to properly register with the Odyssey File & Serve application. An attorney or party who fails to properly register for efiling may obtain copies of documents from the County Clerk at a cost of $1.00 per page.

Updated 4/2011

eFiling Quick Tips

- It is important that you are registered with Tyler Odyssey File & Serve (formerly known as Wiznet) and that you add yourself as a service contact as soon as you receive this notice at www.wiznet.com/oaklandmi. If you are not listed as a service contact you will not receive copies of documents that are issued by the court and will result in a fee for a copy of the document afterwards.

- A credit card is required to use the Odyssey File & Serve e-filing system.

- To prevent e-mails containing the service of documents going into your spam/junk folder we recommend that you register ccservice@wiznet.com with your e-mail provider, or add them to your white list.

- All pleadings are required to be signed with either an ink (wet/scanned) signature or the electronic signature which must read as follows: /s/name.

- Training is offered at the Oakland County Circuit Court. Training is not required before using Odyssey File & Serve, but is highly recommended. You can obtain the training times and location on our website at www.oakgov.com/clerkrod/efiling. Online training and eFiling manuals are also available at the Oakland County Odyssey File & Serve log-in page at www.wiznet.com/oaklandmi.

- It is important that you review your documents before submitting them. Make sure that your document is legible, that it is scanned at 8 ½ by 11 scale size and it is facing the right direction. We recommend that you do not submit your documents in color. Please scan your documents in black and white and at 200 DPI.

- Anytime a document is rejected, the filer will receive an e-mail explaining the reason for the rejection. However e-mails are not sent when a document is accepted. You must check your e-file queue for status of your document and to obtain a copy of the time stamped document.

- No fee is taken if your document is rejected. Fees are only applied at the time that the Oakland County Clerk's Office accepts your document.

- Documents that are related to each other can be submitted together as one document. For example: Motion for Summary Disposition/Brief/Notice of Hearing/Proof of Service. Documents that are not related to each other must be submitted as their own document. If you have any questions regarding the filing of related documents please call the Oakland County Clerk's Office at (248) 452-8643.

- Praecipes must be submitted through the e-praecipe system in order for your court date to be scheduled. You can find the e-praecipe link on our website at http://courts.oakgov.com/epraecipe. If you have any questions regarding the e-praecipe system, please contact the case management office at (248)858-0352.

- You can find the Local Administrative Order regarding the E-File Program on our website at www.oakgov.com/clerkrod/efiling.

Updated 4/2011

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

[redacted]

Plaintiff,

v NZ

CHRYSLER GROUP LLC, a Delaware Corporation and MILOSCH'S PALACE CHRYSLER-JEEP-DODGE, INC., a Michigan Corporation, Jointly and Severally,

Defendants.

_____/

CONSUMER LEGAL SERVICES, P.C.
STEVEN S. TOTH P-44487
CHRISTOPHER A. WINKLER P-57431
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

_____/

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, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Linden, Genesee 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, Milosch's Palace Chrysler-Jeep-Dodge, 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 Lake Orion, Oakland County, Michigan.

4. On or about December 20, 2013, Plaintiff purchased a new 2014 Jeep Grand Cherokee, VIN 1C4RJFCG6EC[redacted] (hereinafter referred to as "2014 Grand Cherokee"), from the Seller which was manufactured by the Manufacturer (see copy of Retail Installment Sale Contract attached as Exhibit A).

5. Along with the purchase 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 (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2014 Grand Cherokee to the Manufacturer's authorized agent/dealer, Seller, on at least seven (7) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2014 Grand Cherokee include the following:

Date	Mileage	Invoice #	Complaint
12/23/13	5,253	[redacted]	Recall #N55 completed, update ACCM; perform RRT #13066 completed, flashed TCM and DTCM; RRT #13071 completed, updated radio software
01/03/14	6,124		**SUSPENSION DEFECT:** Service air suspension immediately light comes on even when hitting a small bump on highway
01/08/14	6,294		**SUSPENSION DEFECT:** Suspension system inoperable; **ELECTRICAL DEFECT:** Auto headlamps were inoperable last evening
03/03/14	9,774		**ELECTRICAL DEFECT:** Navigation screen goes blank, music still plays but no screen; front crash sensor activates brakes and there is no vehicle in front of this vehicle on the highway; auto high beam inoperable
06/13/14	17,550		**ELECTRICAL DEFECT:** Forward crash warning flashes at times and beeps
07/28/14	20,297		**ELECTRICAL DEFECT:** Crash detected message comes on and chime is beeping; 911 service message coming up on radio screen; RRT #14-050 completed, BCM enhancement flash as needed
09/29/14	23,288		**ELECTRICAL DEFECT:** Check engine light is on while driving; collision warning system flashing brake and even applying brakes when no one is around

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
BREACH OF EXPRESS WARRANTY

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 "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2014 Grand Cherokee constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

14. 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.

15. 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.

16. In fact, Plaintiff discovered the 2014 Grand Cherokee had defects and problems after Plaintiff purchased the vehicle as discussed above.

17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2014 Grand Cherokee.

19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

20. 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.

21. 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).

22. The 2014 Grand Cherokee continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2014 Grand Cherokee.

24. 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.

25. 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.

26. 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.

27. 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 attorneys' fees;

F. To rescind the Contract; and

G. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

29. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

30. 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.

31. The 2014 Grand Cherokee was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2014 Grand Cherokee unmerchantable.

33. 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:

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 attorneys' fees;

G. To rescind the contract; and

H. Such other relief this Court deems appropriate.

COUNT III
VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;
MCL 257.1401 ET SEQ; MSA 9.2705

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" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

36. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

37. The 2014 Grand Cherokee is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

38. The 2014 Grand Cherokee is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

39. 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).

40. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

41. Plaintiff's 2014 Grand Cherokee has been subject to a reasonable number of repair attempts 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.

42. 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.

43. Manufacturer's attempted repair was unsuccessful as the 2014 Grand Cherokee continues to manifest the aforementioned defects.

44. The aforementioned defects substantially impair the use or value of the 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 MCL 257.1403. 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. To rescind the Contract.

G. For such other and further relief as may be justified in this action.

COUNT IV
BREACH OF CONTRACT

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully restated and realleged.

46. An express limited warranty accompanied the delivery of the 2014 Grand Cherokee to Plaintiff. The limited warranty provided the Defendants would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

47. 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.

48. 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 attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT V
VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT
MCLA 257.1301, ET SEQ.

49. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though fully restated and realleged.

50. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

51. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

52. 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 upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which accurately 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;

d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;

e) Making an untrue or misleading statement of a material fact;

f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;

g) Failing to promptly restore to the person entitled whereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;

h) Failing to perform promised repairs within a reasonable time;

i) Failing to honor an express warranty;

j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.

k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

53. 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 judgment against Seller or Dealer:

A. For incidental, consequential, exemplary, statutory and actual damages;

B. Double damages pursuant to MCL 257.1336;

C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;

D. To rescind the contract; and

E. Such other relief this Court deems appropriate.

COUNT VI
RESCISSION OF CONTRACT

54. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 53 as though herein fully restated and realleged.

55. An express limited warranty accompanied the delivery of the 2014 Grand Cherokee to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

56. 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.

57. 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.

58. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

59. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2014 Grand Cherokee to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2014 Grand Cherokee;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

56. 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.

57. 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.

58. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

59. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2014 Grand Cherokee to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2014 Grand Cherokee;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT VII
BREACH OF WRITTEN WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

60. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 59 as though herein fully restated and realleged.

61. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

62. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

63. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

64. The 2014 Grand Cherokee is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

65. The 2014 Grand Cherokee was manufactured, sold and purchased after July 4, 1975.

66. 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).

67. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

68. The above-described actions (failure to timely 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 damages;

E. For costs, interest and actual attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT VIII
REVOCATION OF ACCEPTANCE

69. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 68 as though herein fully restated and realleged.

70. 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.

71. 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.

72. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

73. The nonconformities substantially impaired the value of the 2014 Grand Cherokee to the Plaintiff.

74. 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. (See copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

75. 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 attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

COUNT IX
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

76. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 75 as though herein fully stated and realleged.

77. 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 attorneys' fees;

F. To rescind the Contract; and

G. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

By:

STEVEN S. TOTH P-44487
CHRISTOPHER A. WINKLER P-57431
Attorneys for Plaintiff
30928 Ford Road
Garden City, MI 48135
(734) 261-4700

Dated: October 14, 2014

RETAIL INSTALLMENT SALE CONTRA

SIMPLE FINANCE CHARGE

DEAL# 210577 Dealer Number 63375 Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
[redacted] DAVISON MI [redacted] GENESEE		MILOSCH'S PALACE CHRY JEEP DOI 3800 LAPEER RD LAKE ORION, MI 48360

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehic on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in th contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge c a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2014	JEEP GRAND CHERO	4599	1C4RJFCG6EC[redacted]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of $ 16000.00 is
1.90 %	$ 1641.76	$ 33479.84	$ 35121.60	$ 50121.60

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
60	585.36	Monthly beginning 01/13/2014

Or As Follows:

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 15 or 5 % of the part of the payment that is late, whichever is greater.

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		
A Taxable Part of Cash Price		
i. Vehicle		$ 45690.00
ii. Accessories and Installation Charges		$ N/A
iii. Document Preparation Fee		$ N/A
iv. N/A		$ N/A
v. N/A		$ N/A
vi. N/A		$ N/A
Total Taxable Part of Cash Price		$ 45690.00
B Sales Tax		$ 2742.84
C Non-Taxable Part of Cash Price		
i. N/A		$ N/A
ii. N/A		$ N/A
iii.		$ N/A
iv. N/A		$ N/A
Total Non-Taxable Part of Cash Price		$ N/A
Total Cash Price		$ 48432.84 (1)
2 Total Downpayment =		
Trade-In N/A (Year) (Make) (Model)		
Gross Trade-In Allowance		$ N/A
Less Pay Off Made By Seller		$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell insurance in Michigan. 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 ☐ Co-Buyer ☐ Both

Premium:

Credit Life $ N/A Term N/A

Credit Disability $ N/A Term N/A

Insurance Company Name N/A

Home Office Address N/A N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments.

Other Optional Insurance

☐ N/A Type of Insurance N/A Term

Premium $ N/A

Insurance Company Name N/A

Home Office Address

☐ N/A Type of Insurance N/A Term

Premium $ N/A

Insurance Company Name N/A

Home Office Address

EXHIBIT A

		$ N/A
ii.		$ N/A
iii.		$ N/A
iv.		$ N/A
Total Non-Taxable Part of Cash Price		$ N/A
Total Cash Price		$40452.34 (1)
2 Total Downpayment =		
Trade-In (Year) (Make) (Model)		
Gross Trade-In Allowance		$ N/A
Less Pay Off Made By Seller		$ N/A
Equals Net Trade In		$ N/A
+ Cash		$ 15000.00
+ Other		$ N/A
(If total downpayment is negative, enter "0" and see 4H below)		$15000.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$25452.34 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may receive part of these amounts to the extent permitted by law.):		
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies		
Life	$ N/A	
Disability	$ N/A	$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
C Optional Gap Contract		$ N/A
D Official Fees Paid to Government Agencies		$ N/A
E Government Taxes Not Included in Cash Price		$ N/A
F Government License Fees and/or Registration Fees		$ 24.00
G Government Certificate of Title Fees		$ 23.00
H Prior Credit or Lease Balance Paid to		$ N/A
I. Other Charges (Seller must identify who is paid and describe purpose.)		
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
to: N/A for: N/A		$ N/A
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		$ 47.00 (4)
5 Amount Financed - Principal Balance (3 + 4)		$25479.84 (5)
6 Finance Charge		$ 1541.76 (6)
7 Total of Payments - Time Balance		$27121.60 (7)

Payment Schedule: The payment schedule will be 60 installments of $ 585.36 each, monthly beginning 01/19/2014, or if scheduled payments are irregular or uneven, as follows

Insurance

N/A

Home Office Address

☐ N/A — Type of Insurance — N/A — Term

Premium $

Insurance Company Name N/A

N/A

Home Office Address

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
Buyer Signature — Date

X
Co-Buyer Signature — Date

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A — Name of Gap Contract

I want to buy a gap contract.

Buyer Signs N/A

☐ If this box is checked, the following late charge applies to vehicles purchased primarily for business or agricultural use.

If a payment is not received in full within _____ days after it is due, you will pay a late charge of $_____ or _____% of the part of the payment that is late, whichever is less.

If this box is not checked, the late charge in the "Federal Truth-In-Lending Disclosures" still applies.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____, Year _____. SELLER'S INITIALS _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See back for other important agreements.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X [redacted] Co-Buyer Signs X _____
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.
See back for other important agreements.

Warning: The insurance afforded hereunder does not cover liability for injury to persons or damage to property of others, unless so indicated hereon.

Notice To Buyer: Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signs X [redacted] Date 12/20/13 Co-Buyer Signs X _____ Date _____

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X _____ Address _____
Seller signs MASSEY'S PALACE CHRY JEEP D Date 12/20/13 By X _____ Title F I

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X [redacted] Date 12/20/13 Co-Buyer Signs X _____ Date _____

Seller assigns its interest in this contract to CHRYSLER CAPITAL XX (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☐ Assigned without recourse ☐ Assigned with limited recourse

MASSEY'S PALACE CHRY JEEP DODGE IN Seller By _____ Title F I

LAW FORM NO. 553-MI 7/10 U.S. PATENT NO. D480,752
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CUSTOMER/TRUTH IN LENDING COPY

[redacted] Invoice [redacted]

INVOICE

PALACE
CHRYSLER JEEP DODGE
3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palaceci.com

[redacted]

PAGE 1

DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email:

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A RECALL N55
CAUSE: RECALL N55
08N55182 RECALL N55 UPDATE ACCM
139 DUNHAM,DANIEL LIC#: M251095
W40 0.20 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: S
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
,,,,5253 MANUFACTURER RECALL FLASHED ACC RC-N55-13, OLD PN 68223771AD,
,,,,NEW PN 68223771AE

****

B RRT 13066
CAUSE: RRT 13066
1819059D RRT 13-066 FLASH TCM
139 DUNHAM,DANIEL LIC#: M251095
W40 0.20 (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
,,,,5253 MANUFACTURER RRT FLASHED TCM AND DTCM 21-007-13 REV C. TCM OLD
,,,,PN 68225560AB, NEW PN 68225560AC, DTCM OLD PN 05150732AD, NEW PN
,,,,05150732AE

****

CUSTOMER

C RRT 13071
CAUSE: RRT 13071
186002AK RRT 13071 FLASH RADIO

Certification	DEALER CODE #	AUTHORIZATION #	DESCRIPTION	TOTALS
All repairs and parts listed were furnished in compliance with			LABOR AMOUNT	
x	TRANSIENT		PARTS AMOUNT	
All parts are new unless otherwise indicated.	Dealer Reg. No. F - 147576	TOTAL ESTIMATE INCLUDING ADDITIONS	GAS, OIL, LUBE	
		DIAGNOSIS ESTIMATE $	SUBLET AMOUNT	
THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.			MISC. CHARGES	
		PARTS / LABOR / TOTAL	TOTAL CHARGES	
A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, glue, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning chemicals, freon, etc.			LESS INSURANCE	
			SALES TAX	
			PLEASE PAY THIS AMOUNT	
			x	

Customer Copy

EXHIBIT B

Invoice N[redacted]

INVOICE

Milosch's PALACE
CHRYSLER JEEP DODGE
3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palacecj.com

[redacted]

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

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6E[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6 Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

139 DUNHAM,DANIEL LIC#: [redacted]
W40 0.40 (N/C)
FC: ZZ PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
,,,,5253 MANUFACTURER RRT UPDATED RADIO SOFTWARE FROM 13.28.2 TO
,,,,13.38.52

****

D** PERFORM AVAILABLE UPDATE/FLASHES?
CAUSE: TSB 2400213
18196295 FLASH TSB 24-002-13
139 DUNHAM,DANIEL LIC#: M251095
W40 0.20 (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
,,,,5253 MANUFACTURER UPDATE FLASHED HVAC 24-002-13, OLD PN 68110610AI,
,,,,NEW PN 68110610AJ

****

E** PERFORM AVAILABLE UPDATE/FLASHES?
CAUSE: TSB 1804113
181906W7 FLASHED PCM
139 DUNHAM,DANIEL LIC#: M251095
W40 0.2[redacted] (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W

CUSTOMER

Certification
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Custo... 8230 Invoice N [redacted]

INVOICE

Mirosch's PALACE
CHRYSLER JEEP DODGE

3800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 393-2222
www.palacecj.com

[redacted]

PAGE 3

DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL||

SERVICE ADVISOR: 45 DION WALKER

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		5253/ 5253	T841

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			19:00 23DEC13			CASH	23DEC13

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
18:30 23DEC13	19:12 23DEC13	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

AUTH CODE:

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

,,,,5253 MANUFACTURER UPDATE FLASHED PCM 18-041-13 OLD PN 68172003AH,
,,,,NEW PN 68172003AI

****

FACILITY REGISTRATION # F147576

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NE ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL DAY. !!!!

Customer Number [redacted] Invoice No: [redacted]

INVOICE

PAGE 1

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home [redacted] Bus: [redacted] Cell:
Email:

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/BrIII	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		6124/ 6124	T1033

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 03JAN14			CASH	07JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:14J277 DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
10:57 03JAN14	13:35 07JAN14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A SERVICE AIR SUSPENSION IMMEDIATLY LIGHT COMES ON EVEN WHEN HITTING A SMALL BUMP ON HYWY

CAUSE: STEERING AND SUSPENSION REPAIRS

02550201 Reservoir , Air Suspension - Refill

Refill

190 W40 0.20 (N/C)

FC: UC PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

CHRYSLER DODGE

8541000 DIAGNOSTIC OP

190 W40 2.00 (N/C)

FC: PART#: COUNT:

CLAIM TYPE: W

AUTH CODE:

Jeep RAM

SUBL ENTERPRISE RENTAL INV#5[redacted]447 WARR

W40 (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

,,,,6124 CODES- C 15CO-98 AIR SUSP COMPONENT OVER TEMP(OVER
,,,,USE)--C156E-00 RIDE HIEGHT SYSTEM CALIBRATION PERFORMANCE--C15AA-00 AIR
,,,,LEAK DURING VENT.PERFORM FLOW CHART TESTS , REMOVE RIGHT INNER FENDER
,,,,WELL TO ACCESS COMPRESSOR, CHECK EXAUST HOSES FOR PLUGGED, CHECK LINES
,,,,AT COMPRESSOR FOR LEAKS, TRACE AIR LINES FROM COMPRESSOR, CHECKING FOR
,,,,LEAKS OR LINE CRIMP, ALL THE WAY BACK TO TANK BEHIND BACK SEAT. PERFORM
,,,,HEIGHT CALIBRATION, TESTING EACH SHOCK FOR OPERATION. AFTER THIRD TIME
,,,,HEIGHT CALIBRATION TEST, POP UP BOX CAME ON SCREEN STATING LOW AIR
,,,,MASS. LOOK UP AND PERFORM FILL PROCEDURES, AFTER FILLED SYSTEM,PUT
,,,,BACK TOGETHER AND TEST DROVE, LIGHT DID NOT COME BACK ON.

********** CUSTOMER **********

B** CUSTOMER IN ENTERPRISE RENTAL/PER J. GENTRY
INFO INFO ONLY

Certification
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147676

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste. applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Customer [redacted] Invoice No: [redacted]

INVOICE

PAGE 2

Wilosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL||

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		6124/ 6124	T1033

IN-SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 03JAN14			CASH	07JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK[redacted] DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
10:57 03JAN14	13:35 07JAN14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	999		C	0.00		0.00	0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

,,,,6124 4 DAYS RENTAL WARRANTY PAYS, D500447 140.00

****

1.0 DIAG OKD FOR AIR SUSSPENSION JIM GENTRY 1-3-14
ADDITIONAL .5 DIAG OKD JIM GENTRY 1-3-14 ADDITINAL .5 DIAG OKD JIM GENTRY 1-6-14
RENTAL PER JIM GENTRY DUE TO NEW VEH

FACILITY REGISTRATION # F147576

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NEED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THANK YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL DAY. !!!!!!!!!

Jeep RAM

CUSTOMER

· Certification ·
All repairs and parts listed were furnished in compliance with
X

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, glue, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE # | AUTHORIZATION #

TRANSIENT

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE

PARTS	LABOR	TOTAL

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

X

Customer Copy

Customer Number: [redacted] Invoice N[redacted]

INVOICE

PAGE 1

Miloseh's PALACE
CHRYSLER DODGE JEEP RAM

4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home: [redacted] Cell:
Email:

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC2[redacted]		6294/ 6294	T1061

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 08JAN14			CASH	15JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK[redacted] DLR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:32 08JAN14	17:40 15JAN14	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A ENTERPRISE RENTAL
CAUSE: RENTAL
INFO INFO ONLY
999 WPR 0.00 (N/C)
FC: PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

CHRYSLER DODGE

SUBL ENTERPRISE RENTAL INV# 500538
WPR (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
,,,,6294 INV 500538 8 DAYS 280.00

****

B CUSTOMER STATES AIR SUSPENSION SYSTEM INOP
CAUSE: BODY SYSTEM REPAIRS
08441201 Compressor, Air Suspension - Test and replace Compressor (3 - Highly Skilled)
190 W40 1.40 (N/C)
1 68204730AB COMPRESSO-AIR SUSPENSION (N/C)
1 68224205AA HOSE (N/C)
FC: UC
PART#: 68204730AB
COUNT: 1
CLAIM TYPE: W
AUTH CODE:

JEEP RAM

CUSTOMER

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
,,,,6294 C15AA-20- C1562-98 RIDE HIEGHT AIR PUMP CONTROL COMPONENT OR
,,,,SYSTEM OVER TEMP NEW CODE OF C15AA-20 AIR LEAK DURING VENT,
,,,,C1562-98RIDE HEIGHT AIR PUMP. FOLLOWING FLOW CHART TEST, FINAL TEST IS

- Certification -
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated. Dealer Reg. No. F - 147576

THIS DEALERSHIP CHARGES FOR REPAIRS BASED ON A FLAT RATE HOUR AS PREDICTED BY A TIME STUDY GUIDE AND THEREFORE MAY NOT REFLECT THE ACTUAL HOURS WORKED.

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DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

[redacted] Invoice No:[redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER DODGE JEEP RAM

4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]
DAVISON, MI [redacted]
Home:[redacted] Bus: [redacted] Cell:
Email: EMAIL| |

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC2[redacted]		6294/ 6294	T1061

IN SERVICE DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			17:00 08JAN14			CASH	15JAN14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: STK:[redacted] R:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:32 08JAN14	17:40 15JAN14	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

,,,,TO REPLACE COMPRESSOR ASSEMBLY. REPLACE AIR COMPRESSOR ASSEMBLY, REFILL
,,,,SYSTEM. TEST DRIVE AND OPERATE SYSTEM FROM PARK MODE TO FULL HEIGHT,
,,,,WORKING NORMAL, NO CODES COME BACK
****

C CUSTOMER STATES AUTO HEADLAMPS WERE INOP LAST EVENING
CAUSE: BODY SYSTEM REPAIRS
11 BODY SYSTEM REPAIRS
190 I 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
,,,,6294 CHECK FOR CODES OR FLASHES-NONE. LIGHTS WORKED LIKE NORMAL AT
,,,,THIS TIME
****

FACILITY REGISTRATION # F147576

Jeep

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NE
ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN
K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL
DAY. !!!!

Custo[redacted] Invoice [redacted]

INVOICE

PAGE 1

[redacted]

DAVISON, M[redacted]
Home [redacted] Bus: [redacted] Cell:
Email:

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		9774/ 9774	T9569

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			WAIT 03MAR14[redacted]			CASH	03MAR14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE
11:09 03MAR14	14:53 03MAR14

OPTIONS: ST[redacted] LR:PALACE ENG:3.6_Liter TRN:AUTOMATIC

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CHECK NAV SCREEN GOES BLANK MUSIC STILL PLAYS BUT NO SCREEN, MESSAGE
FOR 911 NEEDS SERVICE, HAVE TO STOP CAR AND RESTART TO GET
SCREEN TO RETURN
CAUSE: UPDATE FLASH
186002AK RRT 13071 FLASH RADIO
190 W40 0.40 (N/C)
FC: FM PART#: COUNT:
CLAIM TYPE: W
AUTH CODE:

CHRYSLER DODGE

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
,,,,9774 TEST RADIO FOR CODES, NONE. LOOK FOR TSB, NONE. TEST FOR
,,,,UPDATE. UPDATE RADIO FROM 13.38.52 TO 13.48.3 AND TEST DRIVE.

B CHECK FRONT CRASH SENSOR ACTIVATES BRAKES AND THERE IS NO VEHICLE IN
FRONT OF THIS VEHICLE ON THE HWY
CAUSE: INTERNAL DEFECT
08200701 ParkView, backup assist - Test and
replace Camera assembly (0 - Low Skilled)
190 W40 0.40 (N/C)
1 68141576AG SENSOR (N/C)
FC: 58
PART#: 68141576AG
COUNT: 1
CLAIM TYPE: W
AUTH CODE:

CUSTOMER COPY

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
,,,,9774 TEST SYSTEM, FOUND FRONT FACING CAMERA RED ON WITECH (MEANING
,,,,MODULE DEAD, NO OUTPUT)!! REMOVE REAR VIEW MIRROR TRIM COVERS TO ACCESS

· Certification ·
All repairs and parts listed were furnished in compliance with
x

All parts are new unless otherwise indicated. Dealer Reg. No. F - 147676

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A 10% charge of labor with a max. of $20.00 is included for supplies used on your vehicle. Applicable supply items are nuts, bolts, washers, tape, pins, solvent, rags, carburetor cleaner, towels, wire, etc. Also for the removal and recycling of hazardous waste, applicable hazardous waste items are gas, oil, grease, coolants, cleaning solvents, freon, etc.

DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS-ESTIMATE $

PARTS	LABOR	TOTAL

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

x

Customer Copy

Customer Number: [redacted] Invoice No: [redacted]

INVOICE

PAGE 2

Milosch's PALACE
CHRYSLER DODGE JEEP RAM
4800 S. Lapeer Rd.
Lake Orion, Michigan 48359
(248) 276-6653
www.palacecj.com

[redacted]

DAVISON, M[redacted]
Home: [redacted] Bus: [redacted] Cell:
Email: EMAIL||

SERVICE ADVISOR: 175 CONNIE SUE DEMING

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
PXR/Brilli	14	JEEP GRAND CHEROKEE	1C4RJFCG6EC[redacted]		9774/ 9774	T9569

IN SERVICE DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
20DEC13			WAIT 03MAR14			CASH	03MAR14

DATE OF REPAIRS	CUSTOMER NOTIFIED DATE	OPTIONS: ST[redacted] LR:PALACE ENG:3.6_Liter TRN:AUTOMATIC
11:09 03MAR14	14:53 03MAR14	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

,,,,FFCM. TEST FOR GROUND AND 12 VLTS AT CONNECTOR, HAS GOOD GROUND AND 12
,,,,VLTS. REPLACE AND PROGRAM FFCM. TAKE ON 20 MILE TEST DRIVE TO CALIBRATE
,,,,FRONT FACING CAMERA.
****

C PLEASE CHECK AUTO HIGH BEAM INOP (SOP)
06 ELECTRICAL REPAIRS
190 I 0.00 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
,,,,9774 REPAIRED WITH FRONT FACING CAMERA, LINE B
****

FACILITY REGISTRATION # F147576

YOU CAN NOW SCHEDULE YOUR VEHICLES SERVICE NE
ED ONLINE AT WWW.PALACECHRYSLERJEEP.COM. THAN
K YOU FOR YOUR BUSINESS AND HAVE A WONDERFULL
DAY. !!!!!!!!

Jeep RAM

CUSTOMER

- Certification -
All repairs and parts listed were furnished in compliance with

x

All parts are new unless otherwise indicated.

Dealer Reg. No. F - 147576

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DEALER CODE #	AUTHORIZATION #
TRANSIENT	

TOTAL ESTIMATE INCLUDING ADDITIONS

DIAGNOSIS ESTIMATE

PARTS	LABOR	TOTAL

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

x

Customer Copy

Randy WISE CHRYSLER DODGE JEEP RAM

4239 W. Vienna Road - Clio, MI 48420
Ph: (810) 687-6660

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m.
Monday - Friday
8:00 a.m. to 2:00 p.m. Saturday

R/O Open Date	R/O Number
6/13/14	[redacted]
R/O Close Date	Status
6/13/14	Pre-Invoice
Mileage In	Mileage Out
17550	17553
Service Advisor / Tag #	
Eugene Newman/587	

	Work Phone	Vehicle Identification Number	
[redacted]		1C4RJFCG6EC[redacted]	
DAVISON, MI [redacted]	Home Phone	Delivery Date	In-Service Date
	[redacted]		

Year	Make	Model	Body	Color	License Number
2014	JEEP	GRAND CHEROKE	4WD 4DR OVERLAND		

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
#1 - M400: ELECTRICAL	
CS THAT THE FORWARD CRASH WARNING FLASHES AT TIMES AND BEEPS	
Caused by	
NO PROBLEM FOUND.	
Corrected by (UC)	
Work performed by Shane Hadden (SH) M251032	Warranty
SCANNED FOR CODES AND NONE DETECTED. NO UPDATES AV AIL . RADIO SETTING AT HIGHEST SETTING. ADJUSTED S ETTING TO LOWEST. OPERATION IS NORMAL. NO REPAIR M ADE	

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

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

(c) 2010 DEALERTRACK SYSTEMS, Inc. - Dealership Applications Group (800)245-1029

SERVICE INVOICE

SHOW ROOM HOURS
Monday & Thursday 8:30 AM To 8:00 PM
Tuesday, Wednesday & Friday 8:30 AM To 6:00 PM
Saturday 9:00 AM To 3:00 PM

State Registration No.
F158089

HALL FENTON
CHRYSLER Jeep DODGE RAM
810-714-3300
www.hallfenton.com
15123 NORTH ROAD
FENTON, MI 48430
FAX (810) 714-5048

COLLISION FACILITY HOURS
Monday Thru Friday 7:30 AM To 6:00 PM
SERVICE DEPT. HOURS
Monday & Thursday 7:30 AM To 7:00 PM
Tuesday, Wednesday & Friday 7:30 AM To 6:00 PM
Saturday 8:00 AM To 12:00 PM
PARTS DEPT. HOURS
Monday & Thursday 7:30 AM To 7:00 PM
Tuesday, Wednesday & Friday 7:30 AM To 6:00 PM
Saturday 8:00 AM To 12:00 PM

CUSTOMER NO	ADVISOR		TAG NO.	INVOICE DATE	
[redacted]	SETH	26192	4577	07/28/14	[redacted]
	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
			20,297	BLACK/	
[redacted]	YEAR / MAKE / MODEL			DELIVERY DATE	DELIVERY MILES
	14/JEEP/GRAND CHEROKEE				
LINDEN, MI [redacted]	VEHICLE I.D. NO.			SELLING DEALER NO.	PRODUCTION DATE
	1 C 4 R J F C G 6 E C [redacted]				
	F.T.E. NO.	P.O. NO.		R. O. DATE	
				07/28/14	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			
[redacted]					

LABOR & PARTS

CUSTOMER STATES THAT CRASH DETECTED MESSAGE COMES ON
AND CHIME IS BEEPING
SCANNED CHECKED SYSTEM, NO CODES STORED IN SYSTEM.
NO UPDATES AVAILABLE
REQUESTED TECH ASSISTANCE. NONE FOUND
85418604 .3 NTF

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 1 TOTAL PARTS		0.00
				JOB # 1 TOTAL LABOR & PARTS		0.00

CUSTOMER STATES TO CHECK AND ADVISE 911 SERVICE MESSAGE
COMING UP ON RADIO SCREEN
STORED RADIO CODE B1560 ANTENNA 1 CIRCUIT OPEN
PERFORMED RADIO SOFTWARE UPDATE
186002BK .4 ZZ

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 2 TOTAL PARTS		0.00
				JOB # 2 TOTAL LABOR & PARTS		0.00

PERFORM COURTESY VISUAL INSPECTION
PERFORM THE INSPECTION AS OUTLINED.PERFORM VEHICLE VISUAL
INSPECTION AS REQUIRED.SEE SHEET FOR RESULTS.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 3 TOTAL PARTS		0.00
				JOB # 3 TOTAL LABOR & PARTS		0.00

PERFORM RRT
14-050 BCM ENHANCEMENT FLASH
181902P9 .2 FM
PERFORMED THE RRT AS REQUIRED.

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
				JOB # 4 TOTAL PARTS		0.00
				JOB # 4 TOTAL LABOR & PARTS		0.00

PERFORM LUBE OIL AND FILTER SERVICE.INSPECT THE AIR FILTER,
REPLACE IF NEEDED? YES OR NO. INSPECT THE WIPER BLADES,
REPLACE IF NEEDED? YES OR NO.
PERFORMED THE LUBE OIL AND FILTER SERVICE.REPLACE/INSPECT
THE AIR FILTER.REPLACE/INSPECT THE WIPER BLADES.TOPPED OFF
ALL FLUIDS.ADJUSTED THE AIR PRESSURE IN THE TIRES AS NEEDED.

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 SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.

"This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

The Reynolds and Reynolds Company, (ERA-IN-TIME) DCS4R05 0 (01/13)

"Thank You For Your Business"

CUSTOMER COPY

WE TREAT YOU LIKE FAMILY

[CONTINUED ON NEXT PAGE]

06:05pm

SHOW ROOM HOURS
Monday & Thursday 8:30 AM To 8:00 PM
Tuesday, Wednesday & Friday 8:30 AM To 6:00 PM
Saturday 9:00 AM To 3:00 PM

State Registration No.
F158089

HALL FENTON
Chrysler Jeep Dodge RAM
810-714-3300
www.hallfenton.com
15123 NORTH ROAD
FENTON, MI 48430
FAX (810) 714-5048

COLLISION FACILITY HOURS
Monday Thru Friday 7:30 AM To 6:00 PM
SERVICE DEPT. HOURS
Monday & Thursday 7:30 AM To 7:00 PM
Tuesday, Wednesday & Friday 7:30 AM To 6:00 PM
Saturday 8:00 AM To 12:00 PM
PARTS DEPT. HOURS
Monday & Thursday 7:30 AM To 7:00 PM
Tuesday, Wednesday & Friday 7:30 AM To 6:00 PM
Saturday 8:00 AM To 12:00 PM

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE
[redacted]	VAL 16058	5903	09/29/14 [redacted]

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		23,288	BLACK/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
14/JEEP/GRAND CHEROKEE		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1C4RJFCG6EC[redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
		09/29/14

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		

[redacted] LINDEN, MI [redacted]

LABOR & PARTS

[redacted]

CHECK AND ADVISE THE CUSTOMER STATES THE CHECK ENGINE LIGHT
IS ON WHILE DRIVING.
PART ORDERED PLEASE INSTALL
RA ND R PLUNEM AND INTAKE GASKET TO REPLACE OIL SENDING
SWITCH AND RECHECK OK AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
JOB # 1	1		5149062-AA	SWITCH OI			WARRANTY
					JOB # 1 TOTAL PARTS		0.00
					JOB # 1 TOTAL LABOR & PARTS		0.00

[redacted]

PLEASE CHECK AND ADVISE CUSTOMER STATES COLLISION
WARING SYSTEM FLASHING BRAKE AND EVEN APPPLING BRAKES
WHEN NO ONES AROUND
TEST SYSTEM FOR CODES AND CHECK FRONT CAMERA AND FOUND
CAMERA LOOSE REATTACHED AND RECHECKED OK

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					JOB # 2 TOTAL PARTS		0.00
					JOB # 2 TOTAL LABOR & PARTS		0.00

[redacted]

PERFORM COURTESY VISUAL INSPECTION
PERFORM THE INSPECTION AS OUTLINED.PERFORM VEHICLE VISUAL
INSPECTION AS REQUIRED.SEE SHEET FOR RESULTS.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	
					JOB # 3 TOTAL PARTS		0.00
					JOB # 3 TOTAL LABOR & PARTS		0.00

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

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 SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT, OR INCOME OR ANY OTHER INCIDENTAL DAMAGES.

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"This dealership charges for labor utilizing the flat rate hours published either by the manufacturer in its labor time study guide or by a recognized industry time study guide which reflects an average time requirement for the performance of specific vehicle repairs. Therefore, the flat rate hours charged may be either more or less than the actual clock time in any given instance."

The Reynolds and Reynolds Company ERAUTHWE COM8935.0 (10/11)

"Thank You For Your Business"

CUSTOMER COPY

WE TREAT YOU LIKE FAMILY

[CONTINUED ON NEXT PAGE]

04:56pm

RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER

CONSUMER LEGAL SERVICES, P.C.

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

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

October 8, 2014

Milosch's Palace Chrysler-Jeep-Dodge, Inc.
c/o Donald E. Milosch
3800 S. Lapeer Road
Lake Orion, MI 48359

Chrysler Group LLC
c/o The Corporation Company
30600 Telegraph Rd.
Bingham Farms, MI 48025

RE: 2014 Jeep Grand Cherokee
VIN: 1C4RJFCG6EC[redacted]

To Whom it May Concern:

Please be advised that I represent [redacted] regarding the sale of the above-referenced vehicle purchased at Milosch's Palace Chrysler-Jeep-Dodge, Inc. on or about December 20, 2013. Mr. [redacted], pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2014 Jeep Grand Cherokee, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

Mr[redacted] intends to hold Milosch's Palace Chrysler-Jeep-Dodge, Inc. and Chrysler Group LLC liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1)[redacted] Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

EXHIBIT C

Since the date Mr [redacted] took delivery, the 2014 Jeep Grand Cherokee has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for Mr. [redacted] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with Mr. Morgan must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

Steven S. Toth, Esq.

SST/klw

cc: [redacted]

PE15-021

FLAT CHRYSLER

10-22-2015

ENCLOSURE 4

Legal Backup Documents

1257357
Trafton

RECEIVED
Legal Dept.
JAN 21 2015

Chrysler Group LLC
West Business Center

PATRICK LAW FIRM
A PROFESSIONAL CORPORATION
ATTORNEYS
3333 Lee Parkway, Suite 600 • Dallas, Texas 75219
Phone: (214) 390-3343 or 1 888 LEMON-81
Fax: (214) 665-9511

CRAIG M. PATRICK
craigpatrick@att.net
Licensed in TX, CA

January 7, 2015

RECEIVED
JAN 23 2015
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Chrysler Group, LLC
7700 Irvine Center Drive, Suite 400
Irvine, California 92618

Re: [redacted]
Demand Letter
2014 Jeep Grand Cherokee, VIN: 1C4RJFDJ3EC[redacted] (the "Vehicle")

Greetings:

NOTICE LETTER

My firm has been retained to represen[redacted] with respect to a claim that he has against you. Please direct all communications concerning this matter to me.

On October 14, 2013, my client leased the above referenced Vehicle from Huntington Beach Jeep in Huntington Beach, California. The product did not conform to the warranties and representations made by Chrysler and its dealers and the applicable warranties have been breached.

The Vehicle has experienced an excessive number of defects and Chrysler and its dealers have been unable to repair the Vehicle in accordance with Chrysler's express warranty. The Vehicle has been repaired at least 6 times, and spent at least 25 days in the shop. The Vehicle has experienced defects with engine whinning noise, brakes, power steering, rearview camera, suspension, cruise control, and the alternator. The Vehicle still has defects.

It is my contention that Chrysler failed to tender the Vehicle free of defects and its failure

to repair the defective Vehicle constitutes a breach of the written and implied warranties covering the Vehicle and is a violation of the MMWA to which Plaintiff is entitled to recover: (1) his damages under 15 U.S.C. § 2310(d)(1) or (2) a full refund under 15 U.S.C. § 2304(a)(4). My client has performed all things agreed to and required under the lease agreement and warranty, except as may have been excused or prevented by the conduct of Chrysler.

In addition to the protection federal law affords them, my client contends that Chrysler also violated the Song-Beverly Consumer Warranty Act.

As a direct and proximate result of Chrysler's violation of its obligations under federal and state law, my client has suffered the following damages:

A. Cost of repair;
B. Diminished value of the Vehicle;
C. Loss of use;
D. Out of pocket expenses; and
E. Attorney's fees.

Based on the foregoing, my client will accept $20,000.00 in full and final satisfaction of his claim.

My client has also incurred reasonable and necessary attorney's fees in the pursuit of this claim stated in this letter. The amount of fees incurred as of the date of this letter is $3,500.00, paid in addition to any repurchase or cash settlement, for a total of **$23,500.**

Under the contract of employment I have with our client, my firm has been assigned an interest in the claim against you.

OFFER OF SETTLEMENT

The purpose of this letter is to encourage you to resolve my client's claim in a fair and equitable manner without the need for further legal action. In the event you fail to take advantage of this offer of settlement, I will have no alternative but to recommend to my client that a lawsuit be filed against you under the Magnuson-Moss Warranty Act and the Song-Beverly Consumer Warranty Act. In this lawsuit, rather than seeking only the amount of compensation I am asking of you at this time, I will seek to recover the full measure of damages to which our client is legally entitled as well as our client's expenses and attorney's fees as allowed by law.

If you are interested in resolving this matter without the necessity of litigation, please contact me with sufficient time to resolve the dispute within sixty (60) days of your receipt of this letter. Thank you for your attention to this letter.

Very truly yours,